

**GENERAL TERMS AND CONDITIONS FOR THEOlive (“GTC”)**

The following General Terms and Conditions govern how you may access and use the Services. These General Terms and Conditions are a binding contract between you (the “**Company**”) and THEO Technologies N.V., Philipssite 5, Bus 1, 3001 Leuven, Belgium - BE 0847.829.290 (herein after referred to as “**Supplier**”). By accessing or using the Service you agree that you a) have read, understood and b) you agree to be bound by these General Terms and Conditions. If you use the Service on behalf of a company or other legal entity, then you represent that you have the authority to bind such company or other legal entity to these General Terms and Conditions. If you do not have such authority or if you do not agree with these General Terms and Conditions, you must not access the Service.

**1. DEFINITIONS**

**Agreement** means these GTCs, as amended or extended from time to time and all schedules, appendixes and related information and documentations provided to Company on its website or otherwise in writing.

**Affiliate** means with respect to any Party, any other person directly or indirectly controlling, controlled by or under common control with such relevant Party. For the purposes of this definition, the term “control” as applied to any Party, means the possession, directly or indirectly, of power, factual or by law, to exercise a decisive influence on the designation of the majority of the directors of a company, or on its management or policy through ownership, voting share, by contract, or otherwise. Notably, there is legal control when it results from the possession of the majority of the voting rights linked to the shares of the controlled company.

**Applicable Laws** means all applicable federal, regional and local laws, case law, international laws, regulatory constraints and any rule, judgment, court order, instructions or measures of a public or administrative authority, judicial authority or governmental approvals including, but not limited to, anti-corruption laws, anti-terrorism and money laundering laws, import and export control laws, economic sanction and anti-boycotting laws, data privacy laws, safety and security laws, staff and labour laws.

**Confidential Information** means any written, oral or visual information of a non-public, confidential or proprietary nature, disclosed by the disclosing Party to the receiving Party whether of commercial, financial or technical nature, customer-, supplier-, product- or production-related or otherwise, including, but not limited to, information relating to the Services, all commercial, scientific and technical matters, inventions and trade secrets, Intellectual Property Rights and any patentable technical or other information which is not in the public domain including information comprising or relating to concepts, discoveries, data, designs, formulas, ideas, reports and data analyses, patent applications, process designs, process models, materials and ideas.

**Intellectual Property Rights** means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to moral rights, works of authorship, copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, rights in logos and get-up, inventions and discoveries, Confidential Information, model & design rights, as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world, and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property Rights shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

**Party** means the Supplier or Company.

**Parties** means the Supplier and Company jointly together.

**Payment Provider** means a third-party payment platform made available to Licensee. Currently, Licensor is using Stripe Payments Pty Ltd ACN 160 180 343 as a third-party service provider for Payment

Services

via <https://stripe.com/docs/connect/updating-accounts#tos-acceptance>.

**Payment Services** means the internet-based payment processing services provided by the Payment Provider, acting as a payment facilitator and/or escrow agent for the collection and payment of the Fees under this Agreement.

**Services** shall mean any service offering agreed by the Parties pursuant to this Agreement as provided by Supplier to the Company, including but not limited to, the Software, Documentation, consulting and integration services, professional services, maintenance services and related deliverables.

**Software** shall mean, programs, platforms, routines, application programming interfaces, websites, symbolic languages and other operating information in the form of object or source code that control the functioning of hardware or other software and direct its operation, including but not limited to the website <http://www.hesp.live>, tools, related documentation, management console and the real-time video streaming service.

**Stripe Account** means an online payment profile created and registered with the Payment Provider for and on behalf of Licensee in order for Licensee to provide the Payment Services.

**Taxes** means any value-added tax (VAT), sales tax, income tax, consumption tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

**Term** means the period of subscription in accordance with this Agreement.

**2. LICENSE**

**2.1. Scope of License**

The Supplier grants to the Company, and the Company accepts from the Supplier the right to use the Services to the extent as defined in the Agreement or otherwise in writing (“**License**”). Any other use requires the prior written consent of the Supplier.

Company agrees that it will not: (a) copy, rent, lease, sell, transfer distribute, disclose any part of the Service; (b) use the Service for any illegal purpose or in violation of any law, regulation or contractual obligation; (c) bypass user authentication or try to gain unauthorized access to the Service; (d) share passwords or authentication credentials for the Service with another person or legal entity; (e) transmit viruses, worms or other software agents through the Service; (f) use the Service in a such a way that it impacts the stability of Supplier’s servers or the operation or performance of the Service.

**3. SERVICES**

**3.1. Scope**

Supplier shall comply with all Applicable Laws and shall perform all Services within the scope as agreed by the Parties in accordance with the terms and conditions of the Agreement and its Documentation.

**3.2. Documentation**

The Supplier shall make available to the Company general documentation regarding its Service descriptions, the features and compatibility of the Services including user manuals and operational instructions for the Software on its website <http://www.hesp.live> (“**Documentation**”).

Company may not use the Services for any purpose, function or feature not described in the Documentation.

### 3.3. Support

General documentation regarding the minimal technical requirements, the suitability, the integration, the features and compatibility of the Services will be made available on the website <http://www.hesp.live>.

Except as otherwise defined in this Agreement, the Supplier has no obligation under this Agreement to provide any additional maintenance, support or training to Company. Such services may be purchased by Company separately and subject to additional service fees. The Supplier has no obligation whatsoever under this Agreement to provide upgrades, modify or release new versions of the Software.

## 3. FEES AND INVOICING

### 3.1. Fees

Subject to Companies subscription, the Company shall pay to the Supplier all fees as defined on this page <https://hesp.live/pricing> (the **Fee**). All such Fees are VAT exclusive. Supplier may amend the Fees from time to time upon prior written notice to Company. Any changes in Fees will become effective in the billing cycle following the notice of the change to Company as per these GTC.

Each Party shall comply with its obligations under applicable tax laws. The Company may provide Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority. Any applicable Taxes will appear as separate items on the invoice. If mandatory Applicable Law requires the Company to withhold any Taxes on payments under this Agreement, the gross amount of the payable Fees by Company shall be adjusted upwards with the amount of the withholding Taxes. Company shall notify Supplier in writing and in advance of any withholding tax.

### 4.2. Invoicing and Late Payment

The invoices will be sent electronically to Company on a monthly basis. The Company agrees to pay all charges incurred by users of your credit card, debit card or other payment method used at the prices in effect when such charges are incurred. During the billing period, we reserve the right, in our sole discretion, to charge unbilled expenses immediately and process the corresponding payment.

Company will provide Supplier with valid payment information and promptly notify us of any changes. By providing credit card information Company authorizes Supplier to charge the credit card for all fees based on your usage of Service and in accordance with the pricing available on <https://hesp.live/pricing>.

Notwithstanding the foregoing, in case of a (partial) late payment of an invoice and additional prior written ten (10) days reminder and warning notice by Supplier:

- a) Any overdue invoiced amount shall be subject to an interest of one percent per month or the maximum permissible rate under Applicable Laws, whichever is the highest and extra-legal recovery expenses and legal costs cause by the late payment;
- b) any other invoiced amount to the Company shall become immediately due without prior notice by Supplier;
- c) the Supplier may immediately suspend the activation of the Service without prior notice until full payment of all amounts due;

### 4.3. Reporting

For reporting, invoicing, royalty payment and analytical purposes only, Supplier may measure the usage of the Services.

## 5. WARRANTIES AND DISCLAIMER

5.1. Each Party warrants and represents to have the legal right, capacity and authority to enter into and perform its obligations under the Agreement and to perform its obligation under the Agreement in accordance with all Applicable Laws and the terms and conditions of the Agreement.

5.2. Company confirms and warrants that it has all all necessary rights, licenses and consents to provide, receive, access to the content used with the Services. Company will not make available content that:

(a) violates any law or infringe any rights of any third party; (b) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to Company or to any other person; (c) may create a risk of any other loss or damage to any person or property; (d) may constitute or contribute to a crime or tort; (e) contains any information or content that Supplier deems to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (f) contains any information or content that is illegal; (g) contains any information or content that Company does not have a right to make available under any law or under contractual relationships; (h) contains any information or content that Company knows is not correct and current. Supplier takes not responsibility and assumes no liability for any content that the Company makes available over the Service. Company is solely responsible for the content it makes available on the Service.

5.3. During the Term of the Agreement the Supplier warrants that the Services shall be provided in a professional manner and substantially in accordance with its Documentation under normal use and circumstances. The Supplier does not provide any warranty as to quality, suitability, features, compatibility of the Software other than as mentioned in such general Documentation.

5.4. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR ACCURACY. THIS AGREEMENT DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY OR LIABILITY AS TO ANY THIRD-PARTY SOFTWARE. FURTHER, SUPPLIER DISCLAIMS ANY WARRANTIES THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IN THE EVENT A WARRANTY CLAIM OF THE COMPANY IS CONSIDERED VALID BY THE SUPPLIER, THE SOLE RECOURSE CONSISTS OF A REPAIR OR A REPLACEMENT OF THE RELEVANT SOFTWARE ELEMENT OR RELATED LIBRARY.

5.5. THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

## 6. INTELLECTUAL PROPERTY

6.1. Nothing contained within the Agreement constitutes a transfer of any Intellectual Property Rights from one Party to the other Party and each Party acknowledges that no right, entitlement, or interest in the Intellectual Property Rights of a Party is extended to or conveyed to the other Party, except as expressly stated in the Agreement. Neither Party shall have the right to contest, claim or will undertake or try to obtain, register or apply for any Intellectual Property Rights or other rights, names, or designations owned by the other Party anywhere in the world. Neither Party shall do anything that might exhaust, misrepresent, change or otherwise compromise the ownership or Intellectual Proprietary Rights of the other Party or its suppliers under this Agreement.

**6.2.** Supplier exclusively owns all rights, title and interests in all worldwide Intellectual Property Rights generated or provided with respect to the Services including its results under the Agreement, either specific to Company, Company's customers or in general in connection with the Agreement or arising out of the business relationship between the Parties, either during, before or after the termination of the Agreement, which shall at all times solely remain or be automatically transferred to Supplier through assignment, entitlement or otherwise, including the entire right, title and interest. For this purpose, Supplier shall also have the right to file and prosecute at its own expenses any patent application on the same above, in any country, region or jurisdiction in the world in its own name or on behalf of Company, as the case may be. All rights not expressly granted to Company in these GTC are reserved by Supplier.

**6.3.** Unless agreed by Parties in writing or if the enforcement of this provision is prohibited by Applicable Law, Company shall not under any circumstances attempt, or knowingly cause or permit others to attempt to modify, adapt, port, merge, decompile, disassemble, reverse engineer, decipher, decrypt or otherwise discover the source code or any other parts of the mechanisms and algorithms used by Software nor remove restrictions or create derivative works of Software or of any part of it. The Company may not alter, modify, adapt, port or merge Software or any part thereof.

## **7. THIRD PARTY SERVICES**

Company may choose to use third party services and Software not provided by the Supplier (Third-Party Services) with the Service. However, the use of such Third-Party Services is governed solely by the terms of such Third-Party Services. Supplier does not warrant or support Third-Party Services. Supplier assumes no responsibility for the Third-Party Services and any disclosure, modification or deletion of data by the Third-Party Services and Supplier shall have no liability for, and Company is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Third-Party Services or any change in the ability of Supplier to interoperate with the Third-Party Services. Supplier shall maintain and provide a list with third-party Software that may be provided in connection with the Services. Supplier does not intentionally provide the Software with any open source software that is known to be illegal or prohibited. For the avoidance of doubt, Supplier is not a sub licensor of such third-party Software.

## **8. PAYMENT PROVIDER**

**8.1.** All payments due under this Agreement will be executed by using a Payment Provider. Supplier assists in processing payment of the Fees by using a Payment Provider for payments under this Agreement. For such purpose, the Software may contain links to third-party websites, terms and conditions, resources which may be subject to different terms and conditions and privacy practices. Such links are not an endorsement by Supplier of such Payment Services.

**8.2.** By registering for the use of the Services, Company agrees (a) that Supplier and Payment Provider are independent entities and do not have any partnership, agency, or employment relationship; and (b) that the Payment Services are subject to all applicable terms and conditions of the Payment Provider as published on its website, including but not limited to, the service agreement under <https://stripe.com/be/ssa> the end user terms under <https://stripe.com/be/connect-account/legal> and <https://stripe.com/be/connect/legal>, the Stripe payment terms <https://stripe.com/payment-terms/legal> and <https://stripe.com/sep-a-direct-debit/legal> and the Stripe's privacy policy which are located at <https://stripe.com/be/privacy>, whereby such terms and conditions apply between Company and the Payment Provider directly.

**8.3.** Additionally, Company is also solely responsible to the Payment Provider for all transactions and charges, disputes, refunds, claims, fines, or use of the Payment Services and any penalties or fines imposed by any bank, money services business, payment network, or other financial intermediary resulting from Company's use of Payment

Services in a manner not permitted by this Agreement and the terms and conditions of the Payment provider.

**8.4.** By registering for the use of the Services, Company consents and authorizes Supplier and the Payment Provider to: (a) share and disclose with one another any information, payment details and payments instructions that Company provides for the use of its Services for the purpose of the Payment Services; (b) connect Company's account with the Payment Provider's Stripe Account or any other account created by or for Company and, to the extent required to complete Company's transactions, with any third party service provider for the purpose of the Payment Services.

**8.5.** Additionally for the purpose of the Payment Services, by registering for the use of the Services, Company authorizes, and agrees to allow Supplier and the Payment Provider to collect, use, retain, and disclose any information that Company provides to Supplier or the Service Provider, including information that Supplier or the Payment Provider may collect directly using cookies or other similar means.

**8.6.** Company acknowledges that it is solely responsible for any information or data provided by Company directly to Supplier or the Payment Provider or as part of the standard onboarding process for the use of the Services or otherwise for the purpose of the Payment Services. Supplier is not responsible or liable for the availability or accuracy of such Payment Services, or the content, products, or services available from such Payment Provider, or any fraud or other crime facilitated thereby.

In no event shall Supplier be liable to Company for any actions, claims, demands, losses, liabilities, damages, recoveries, settlements and/or costs (including attorney, accountant, and expert witness fees and costs), known or unknown, contingent or otherwise of any kind whatsoever, arising out or relating to their respective use of, or in ability to use, the Payment Services, regardless of the legal theory under which such losses are sought.

Supplier takes no responsibility and assumes no liability for any action, inaction, omission or negligence of the Payment Provider in connection with the Payment Services.

**8.7.** Due to the nature of the internet, user verification on the internet is difficult. Supplier does not assume any responsibility for the confirmation of Company's identity, qualification and/or experience. Notwithstanding the above, for transparency and fraud prevention purposes to the extent as permitted by applicable laws, Supplier may request Company to provide proof of its identity or obtain information about Company from third party databases in Company's jurisdiction.

**8.8.** By providing the credit card details, Company is authorizing Payment Provider, to send instructions to Company's bank and/or credit card provider to debit or credit Company's bank account in accordance with those instructions.

**8.9.** Company may provide such payment details for all current and future payments either during the registration process for the use of the Services or at any time later when using the account. In this case, Company acknowledges that all amounts due under this Agreement will be deducted automatically from its credit card and/or bank account without any further action and separate authorization of Company, unless otherwise agreed upon between the Parties.

**8.10.** For the avoidance of doubt, Company's payment details are provided directly to the Payment Provider and will be linked to Company's Stripe Account. At no time will such payment details be saved, stored or used otherwise by Supplier.

## **9. LIMITATION OF LIABILITY**

**9.1.** Supplier will not have any liability to Company for any harm or damage arising out of or in connection with any free access to the Services.

**9.2.** Under no circumstance shall a Party be liable to the other Party to the extent the claims, non-performance, damages, liability or errors a) are due to an improper use, act, omission or failure of the



other Party or a breach of the other Party's obligations under the Agreement; or b) were caused through circumstances not attributable to that Party's fault.

**9.2.** In all other cases, the Parties total aggregate liability to the other Party or to any third-party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under a warranty, under statute or otherwise, under or in connection with the Agreement shall be limited to the Fees paid by Company in the 12 months preceding the incident giving rise to the liability.

**9.4.** Notwithstanding any other provision of the Agreement, neither Party shall be liable vis-à-vis the other Party or to any third-party, whether in contract, in tort (including negligence), under a warranty or indemnity, under statute or otherwise, under or in connection with the Agreement for any indirect, punitive, incidental or consequential damages, lost revenue, lost profit, interruption of use, lost or corrupted data, costs of procurement for substitution of products or services, third-party software and claims, provided information, wasted management time, loss of use of computer systems and related equipment, computer failure and malfunctions, downtime costs, however caused, arising out of the Agreement or the termination thereof even if a) the Party has been advised of the possibility of such damages; or b) the damages were foreseeable.

**9.5.** The provisions of this Clause (Limitation of Liability) shall not apply to the extent restricted or prevented by mandatory Applicable Law that cannot be amended or excluded by contractual waiver, such as deliberate acts and fraud.

## **10. CONFIDENTIALITY**

**10.1.** The receiving Party agrees to use the Confidential Information only in connection with the Agreement and undertakes that for the duration of the Agreement as well as for five (5) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the disclosing Party divulge to any third-party any Confidential Information of the disclosing Party or its activity it has received or obtained in the framework of the Agreement using at least the same degree of care that the receiving Party employs to protect its own Confidential Information, but never less than a reasonable standard. Trade secrets of a Party shall be subject to the confidentiality obligations of this Agreement at all times so long as the trade secrets remain trade secrets under Applicable Law. The disclosure within its enterprise to another Affiliate of the receiving Party or to its contractors, consultants, investors and insurers with a "need to know" for the purpose of implementing the Agreement does not require the prior written consent of the disclosing Party, provided that any of these third-parties is subject to appropriate confidentiality obligations and may not be a competitor of the disclosing Party. The disclosing Party retains all right, title, and interest to its Confidential Information.

**10.2.** The provisions of this Clause (Confidentiality) shall not apply to any Confidential Information of the disclosing Party that:

- a) at the time of disclosure, is generally known to the public through no fault of the receiving Party; or
- b) at the time the of disclosure, has been made available to the receiving Party by a third-party having the lawful rights to do so without breaching any such obligation of non-use or confidentiality; or
- c) is proven by the receiving Party to have been independently developed by the receiving Party without making use of the Confidential Information of the disclosing Party; or
- d) the receiving Party is required to disclose in compliance with Applicable Laws, or to comply with governmental regulations. The receiving Party shall provider prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure and affords the disclosing Party as much notice as possible of such disclosure to allow the disclosing Party to do likewise.

**10.3.** If the receiving Party violates or threatens to violate its confidential obligations, the disclosing Party shall be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.

## **11. TERM**

The Agreement shall commence upon the date of the Company's first access or use of the Service, and continues until terminated by Company or Supplier.

## **11. TERMINATION AND SUSPENSION**

**11.1.** Company may terminate this Agreement at any time through sending an email to [contact@hesp.live](mailto:contact@hesp.live).

**11.2.** Supplier may terminate this Agreement at any time by providing a written notice not less than thirty (30) days in advance to Company. Supplier may also terminate access to the Services immediately without prior notice or liability if Company breaches any of the terms and conditions in the Agreement.

**11.3.** In case of a termination, all rights granted to the Company under the Agreement shall forthwith terminate and immediately revert to the Supplier. All use of the Services shall be discontinued. Each Party shall promptly return any property and delete any remaining information of the other Party, unless otherwise required by Applicable Laws.

**11.4.** Termination of the Agreement for any reason will not affect accrued rights, indemnities, existing and due commitments prior termination until their fulfilment or any contractual provision that by their nature are intended to survive termination. Any Party hereto shall not be released from any obligation which, at the time of such termination, has already become due to the other Party and termination shall not preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of the Agreement.

**11.3.** In case of termination of the Agreement by Supplier due to a breach of the Agreement by Company, all unpaid Fees shall become immediately collectible and the Supplier shall be entitled, in addition to any other remedies available to it, to take all necessary steps to collect such amounts, together with all costs, indemnities, compensations, damages, fees and expenses incurred by the Supplier.

## **12. MISCELLANEOUS PROVISIONS**

**12.1.** Account Information: Before Using the Services, Company must create a username and password as well as provide accurate contact and other information, such as email address, telephone number and name, credit card or other payment details (together "Account Information"). Company is strictly prohibited from: (i) using false Account Information, (ii) using such information owned or controlled by another person with the intent to impersonate that person, or (iii) providing such information subject to any rights of a person other than Company without appropriate authorization. Supplier reserves the right to refuse registration or cancel an account that it reasonably believes is in violation of the foregoing. Company shall be responsible for maintaining the confidentiality of its password and is liable for all activities that occur on its account. Company agrees to immediately notify the Supplier of any unauthorized use of Company's Account Information or other breach of security. To the extent required under this Agreement, Company authorizes Supplier to save and use such Account Information as provided by Company.

**12.2.** Order Form: Notwithstanding any subscription for the use of the Services by Company, Parties may use a purchase order for the purpose of entering into a specific business transaction with commercial terms as agreed by Parties, in the format as provided by Supplier, either via document, email, the internet or in any other way and format the Parties may agree. The Supplier shall review the purchase order submitted and duly signed by Company within due time for acceptance. Supplier may accept such purchase order through a documented and authorized confirmation without the need of signing it.

Without such confirmation, the purchase order is considered to be void, unless otherwise agreed by the Parties. Each purchase order shall be deemed to be a separate agreement between the Parties incorporating these General Terms and Conditions. Any other conflicting terms and conditions on such purchase order, not explicitly signed by the Parties, shall be void.

**12.3. Personnel:** Either Party is responsible for all activities conducted and compliance by its personnel, employees, agents, subcontractors and Affiliates that they may engage for the performance of its obligations under the Agreement.

**12.4. Independent Contractors:** Both Parties are independent contractors under the Agreement. Consequently, nothing in the Agreement is intended or may be construed so as to establish a partnership or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party.

**12.5. No Implied Rights:** Other than expressly provided for in the Agreement, nothing in the Agreement grants or shall be construed to grant to any Party any further or implied right or license to any Intellectual Property right or application therefore (including but not limited to patent applications or patents) which are held by or in the name of the other Party or which are controlled by the other Party, or to any Confidential Information received from the other Party.

**12.6. Marketing:** Unless otherwise agreed by the Parties and solely to identify each other's business relationship, each Party hereby grants the right to the other Party to refer to the Party's name, trademarks and logo on the other Party's webpage, in marketing and publicity materials. Any other use requires a prior written approval, which shall not unreasonably be withheld.

**12.7. Force Majeure:** Except for payment obligations, neither Party shall be held in breach of its obligations hereunder to the extent only that due performance or observance of such obligation is prevented or delayed by any cause beyond reasonable control of such Party ("**Force Majeure**"), including, but not limited to, war and other hostilities, civil commotion, accident, epidemics and pandemics, trade disputes, strikes or lock-outs, floods, fire, explosion, terror attacks, acts or restraints of government imposition or restrictions of imports or exports or any other cause not within the control of the Party concerned. The Party concerned shall forthwith notify the other Party of the nature and effect of such event and both Parties shall, where the same is practicable, use every reasonable endeavour to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.

**12.8. Notices:** All notices to the Supplier or other communication required or permitted to be given in writing under the Agreement must be given in the English language by email to [contact@hesp.live](mailto:contact@hesp.live).

All notices to the Company will be sent to the email address provided by Company. This will include Service-related notices, including any notices required by law, in lieu of communication. Supplier may also use Company's email address for sending other messages, such as changes to features of the Service and special offers. If Company does not want to receive such emails, Company may opt out at any time by notifying Supplier.

**12.9. Assignment:** This Agreement and any right or obligation thereunder is binding upon and inures for the benefit of the successors of the Parties but may not be assigned or otherwise transferred in whole

or in part to a third person without the prior written consent of the other Party, which shall not be unreasonably withheld. Such prior consent is not required for the assignment to an Affiliate or investors by way of a performance security or in case of a merger or acquisition by a third party who is not a direct competitor from the same industry of the non-assigning Party. Payment of receivables under the Agreement may be assigned for the purpose of debt collection or factoring without prior consent but require a written notification to the other Party.

**12.10. Waivers:** No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.

**12.11. Severability:** If any provision of the Agreement or of any of the documents contemplated in it is held to be invalid or unenforceable, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in the Agreement or the relevant document, but without invalidating any of the remaining provisions of the Agreement or that document. The Parties must then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

**12.12. Reproduction:** Any reproduction of this Agreement made by reliable means, such as photocopy, PDF, or facsimile, is considered to be an original.

**12.13. Dispute Resolution:** At all times, Parties shall endeavour in good faith to resolve any dispute and matter arising out of this Agreement by amicable solutions and good faith negotiations. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.

**12.14. Modifications:** The Supplier may modify the terms of this Agreement, the Services and functionality of the Software, in its sole discretion and such modifications shall take effect and be binding on Company on the earliest date which they are posted to the Licensor's publicly available website or delivered to Licensee via electronic or physical delivery.

### 13. GOVERNING LAW AND JURISDICTION

**13.1.** The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide.

**13.2.** In the event of any proceeding or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover from the nonprevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, Supplier may bring legal actions against the Company in the country of incorporation, if it deems necessary for the enforceability of the payments by Company under the Agreement.