



EVENTALIX

General Terms & Conditions rev. 01

Explanation:

These **general terms and conditions** of **IsDaNIX BV**, with registered trade name "EVENTALIX"©, are an integral part of the agreement, with the exclusion of all other conditions from the user, even if they stipulate that they are the only ones that apply.

EVENTALIX© is a variable service package, tailor-made by **IsDaNIX BV**, with registered office at 3010 Kessel-Lo, Van Rodestraat 12, registered under the company number 0685.739.619 and specialised in activities in the field of online management of events, including planning, subscription and communication for events.

EVENTALIX is a product offered free of charge to the users, ie. as "organiser" of or as "participant" to an Event, until such is changed on the EVENTALIX site (www.eventalix.org) or of its the derivatives.

Article 1: SERVICES AND USE OF EVENTALIX

- 1.1. EVENTALIX provides the user with a specific service package as indicated on the site.

The user is responsible for the correctness and completeness of the information provided by him or on behalf of him in EVENTALIX.

Any, in the opinion of EVENTALIX, unauthorised use by the user can lead to an immediate termination of the agreement and/or a specific compensation.

EVENTALIX decides fully autonomously whether or not a certain user will be admitted to make use of its services. Under the same conditions EVENTALIX can, at any time, deny a user access to its services, temporarily or permanently. Such decision should not be motivated and can never give rise to any award of compensation by EVENTALIX.

- 1.2. The user is aware that the services provided are not transferable to third parties (in the broadest sense possible, including subsidiaries, subcontractors, freelance service providers etc.), unless EVENTALIX's explicit and prior written consent.

- 1.3. The right to use that is granted to the user under the current conditions only includes the basic package. Additional functionalities are always payable and subject to prior agreement with EVENTALIX.

The use of these services is intended for the activities deemed necessary by the user in the context of his / her endeavours, with due regard to the functionality and specific characteristics of the services, intended for the internal use of the user.

EVENTALIX is not responsible for the content, information, links, explanations or specifications offered by the user on the online platform, nor for the use that third parties would make of this.

EVENTALIX is in no way responsible for the content of the external websites to which reference would be made.

- 1.4. Regardless of the manner of subscription or the nature of the login procedure, the user guarantees and undertakes that he will keep the secret and confidential nature of his personal login details. He will only communicate the personal login details to his employees, appointees and staff members who need this code and key in order to use the Software in accordance with the agreement. Every use is made under the full responsibility of the initially registered user.

Article 2: DURATION AND TERMINATION

- 2.1. EVENTALIX reserves the right to change these conditions unilaterally. By the mere use of the site and the associated services, the user confirms his agreement with any changes, which, unless stated otherwise, take effect immediately after publication on the site.

- 2.2. The generation of a new event counts as a new registration by the user, so that other or changed conditions may apply.

- 2.3. EVENTALIX has the right, without prejudice to its right to compensation from the other Party, to terminate the agreement by operation of law, without notice and without notice period, in the event of bankruptcy, liquidation, suspension of payment or serious damage to the creditworthiness of the other Party.



Article 3: LIABILITY

- 3.1. Except for the explicit resource commitments made by EVENTALIX under the agreement, the liability of EVENTALIX is limited to that which is compulsorily imposed by law.
- 3.2. All data provided by the user remains the property of the user who initially registered to organise an event or to subscribe to an event. The data is protected against data loss through a backup. EVENTALIX is, unless explicitly stated otherwise, not liable for damage such as loss of data, unavailability of data, loss of turnover, loss of profit or any increase in the general costs, irrespective of whether it results from the non-performance, tort (including negligence) or otherwise. The user is aware of the restrictions and guidelines concerning the use of electronic communication, as clarified among other things by EVENTALIX.
- 3.3. It is the responsibility of the user to ensure that his hardware and IT environment is in accordance with the minimum requirements imposed by or necessary for the use of EVENTALIX.
- 3.4. EVENTALIX is not liable either if the user can not access the Software as a result of technical problems outside the control of EVENTALIX, in particular in the case of defects in third-party operators or service providers (including, without being limited, the company housing the server on which the Software is running, the internet provider of the user, the telephony or telecommunication company and the company that manages the user's network).
- 3.5. EVENTALIX's liability under this agreement is in any case limited to the amount that EVENTALIX has received from the user in connection with the agreement that gave rise to EVENTALIX's liability. If you opt for a free service, EVENTALIX will not owe any compensation under any circumstances.
- 3.6. The user remains fully liable for its equipment and all consequences resulting from the malfunction of this equipment or other equipment of the user.
- 3.7. EVENTALIX is in no way responsible for the data placed on its site(s) by a user or links to external sites, regardless of the form in which this link or data is offered. EVENTALIX is not responsible either for the events offered on its online platform or offered explanations, information or specifications, nor for the use that users or third parties would make of this.

Article 4: CONFIDENTIALITY

- 4.1. Confidential information means all information, in whatever form (oral, written, digital, graphic, electronic, etc.), which is exchanged between the Parties in the context of the agreement. The parties agree that user data, which are transferred by the user to EVENTALIX in the context of the agreement, either in the form of a database or otherwise, must be classified as confidential information, which must be treated in accordance with the current conditions.
- 4.2. The user is aware that for the use of certain mobile applications and so-called 'apps', data may sometimes have to be uploaded on software applications from third parties. The user gives permission for this and can easily obtain the conditions from such parties.

Article 5: PROHIBITION ON SOLICITATION/RECRUITMENT

- 5.1. The user shall refrain from recruiting any freelance employee, employee, agent or employee of EVENTALIX, directly, indirectly or through the actions of a third party, or through any company affiliated in any way, or to have services performed, even if the application for employment was formulated by the employee himself. This provision will apply for the duration of this agreement as well as for a period of 2 years from the termination of an event. In case of infringement of this provision, the user is obliged to pay a fixed compensation of EUR 35,000 to EVENTALIX, without prejudice to the latter's right to claim higher compensation.

Article 6: INTELLECTUAL PROPERTY

- 6.1. All possible rights, including the intellectual property of the products and/or services, the designs, software, documentation and all other materials that are developed and/or used to prepare or execute the agreement between EVENTALIX and the user, remain exclusively with EVENTALIX or its suppliers. The agreed service does not extend to any transfer of the intellectual property rights. The user obtains only a non-exclusive and non-transferable right of use for specific services.

The user will not remove or change any indications of EVENTALIX or its suppliers regarding copyrights, trademarks, trade names or other intellectual property rights. EVENTALIX guarantees that it is entitled to



provide the user with the aforementioned right of use and indemnifies the user against any third-party claims in this respect.

Article 7: FORCE MAJEURE

- 7.1. The Parties can not be held liable for delays or failures in the execution of the agreement if these delays or defects are the result of facts or circumstances that are independent of the will of one of the Parties, which are unforeseeable, and which are not can be avoided.
- 7.2. On pain of forfeiture, the Party that wishes to invoke such facts or circumstances is obliged to inform the other Party of these facts or circumstances as quickly as possible in writing or by e-mail against receipt and reading, to do everything possible, to limit the duration to the strict minimum and also to inform the other Party in writing if these facts or circumstances have ended.
- 7.3. If these facts or circumstances last longer than 3 months, then each Party can terminate the agreement legally and by registered letter without any compensation being due.

Article 8: GENERAL PROVISIONS

- 8.1. These provisions constitute a complete agreement between the Parties regarding the object and the modalities of the commitments that they undertake in relation to each other; it destroys and replaces all other written or oral agreements, proposals and commitments relating to the same object and which would precede the date of signature of the agreement. Any change to the contract must be the subject of a written document signed by both Parties.
- 8.2. Any nullity of one of the provisions of the agreement will not affect the validity of the other clauses despite the nullity of the disputed clause. The Parties shall make every effort to replace, by mutual agreement, the invalid clause with a valid clause with the same or largely the same scope as the void clause.
- 8.3. Failure to claim a right or non-application of a sanction by one of the Parties does not constitute a waiver of rights.
- 8.4. The user may not transfer the rights and/or obligations arising from the agreement to a third party without the prior written permission of EVENTALIX. EVENTALIX has the right to transfer its rights and/or obligations under the agreement to a third party without the prior consent of the user.
- 8.5. Unless otherwise stipulated in the agreement, notifications can also be made by e-mail. Such e-mails have the same value as a written and signed correspondence. Information regarding the communications, the agreement and the payments that EVENTALIX stores on a durable and unswerving carrier have value of proof until proof to the contrary.
- 8.6. The purchase or general terms and conditions of the user do not apply, unless with the express written consent of EVENTALIX.
- 8.7. All obligations with regard to the prohibition on the use and secrecy of confidential information, compensation, the limitation of liability and other conditions that by their nature also apply after termination, also continue to apply after termination of this agreement.
- 8.8. Unless otherwise stipulated in the Specific Terms and Conditions, the Services will be performed in the EVENTALIX premises.

Article 9: SETTLEMENT OF DISPUTES

- 9.1. The Parties undertake to do everything in their power to find an amicable solution to any dispute concerning the validity, interpretation or performance of the agreement.
- 9.2. In the absence of an amicable solution, any dispute relating to the validity, interpretation and performance of the contract will be subject to the courts of the district of Leuven or - only at the discretion and discretion of EVENTALIX - any other possibly territorially competent court or arbitration. The contract is subject to Belgian law.