

Terms and Conditions iLibris bvba

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These general conditions apply to any service (including rental and maintenance) and to any sale by ILIBRIS BVBA (hereinafter called ILIBRIS), as well as to any agreement entered into with ILIBRIS. These general conditions apply also to all occasional or selective services and assignments.

Calling upon and/or using ILIBRIS services, placing an order and/or entering into an agreement implies that the client and/or user recognises irrevocably to have received a copy of these

General Conditions that can hence be used as evidence against him; he also accepts the application thereof, at the exclusion of any others. The client's general or particular conditions are never applicable, unless prior explicit agreement in writing by ILIBRIS

An even recurrent commercial process or use in contradiction to these General Conditions does not entitle the client to call upon it and he cannot consider it as an established right.

ILIBRIS is entitled to modify at any time these General Conditions. The modifications become effective at the agreement anniversary date following their notification to the client. On these assumptions the client is not entitled to terminate the agreement nor to claim any indemnification on that account.

Certain ILIBRIS SERVICES warrant their own specifications and warranties for which a separate contract will be made. It is possible, if explicitly specified therein, that the Terms and Conditions, or certain aspects thereof are superseded by that separate contract.

Term

Unless explicitly otherwise specified, the service agreement is entered into for a specific fixed and irreducible period of 12 months.

Unless explicitly otherwise specified, the date of commencement of the agreement is the day on which the service is made available or the good delivered. That date will be mentioned on the first invoice.

At the expiry of said specific period, the agreement is each time easily, automatically and by right renewed at the same conditions and for a same duration as the initial term, save notification by one of the parties by registered letter or other confirmed methods of writing at least 3 months prior to the expiry of the term of the agreement (evidenced by the date of sending) that it does not want to renew said agreement.

The client continues henceforth to owe all invoices until said anniversary date.

Performance of Services

In view of the technical limitations inherent in the type of services performed by ILIBRIS, unless otherwise explicitly specified in the agreement, neither the permanence of the access or use, nor the quality or capacity/volume of the service can be guaranteed at any time.

The service provided in the agreement is, unless otherwise explicitly specified in the agreement, defined and delimited in ILIBRIS prospectus relating to the service in question, applicable at the date of signature of the agreement (order). The client recognizes hereby to have received a copy of said prospectus and to have accepted it.

The performance of service can at any time, without notification to the client and without this entitling him to any indemnification, be modified and/or adapted to the technical standards commonly in force at the time of the modification and/or adaptation, what regards its nature and specifications. On these assumptions ILIBRIS is entitled, upon notification, to adapt the contractual price to the modified service.

ILIBRIS can at any time and without notification, take any measure of internal organization and/or useful for the continuity of the service, among which (without being limited thereto):

modification of the codes of access, users' access and users' name, call/login numbers, login procedures, maintenance works, infrastructure, technical and/or procedural changes. The consequences and/or costs, if any, whether direct or indirect, likely to result from said measures or which the latter might cause to the client or his internal infrastructure, does not entitle him to any indemnification.

The client should upon the signature as well as during the performance of the agreement, under his sole responsibility and at his costs, provide all useful information and sign all forms necessary for the smooth performance of the agreement as well as inform ILIBRIS of any modification that might have an incidence on the normal performance of the agreement. The client is furthermore bound to collaborate with ILIBRIS in order to allow the good performance of the service at his own costs and under his sole and full responsibility.

The client commits upon using the service to comply strictly with the Belgian, European and international laws, regulations and/or usages, especially those relating to "netiquette", domain name, user name and Internet access code, among which ILIBRIS "Acceptable Use Policy", including also the general conditions applicable to networks to which the client has access via the current service, or which he uses. The client agrees to inquire about all these provisions prior to using the network in question and to keep himself informed.

The client should permanently take adequate measures to keep and/or safeguard his files and/or data against any form of loss, deterioration, modification, etc. and is bound to take all ad hoc measures to protect and secure both his infrastructure and the use thereof as well as the property he would have given in deposit to ILIBRIS. With this respect the risks are exclusively borne by the client. Even in case of serious fault, ILIBRIS declines any responsibility with this respect.

The client holds ILIBRIS harmless, at first request, in principal, interest and costs, for any claim from a third party as a consequence of the non-compliance by client with any of his obligations.

Prices

Unless otherwise specified, the applicable prices and tariffs are those in force at the time of the conclusion of the agreement.

The price indicated in the agreement could at any time be adapted depending on the rise of the parameters representing the real costs. The invoice applies as notification. Real cost means among others the price invoiced to ILIBRIS by the suppliers and/or service providers for putting at disposal their infrastructure as part of the services to the client.

The client authorizes irrevocably ILIBRIS to offset at any time and without notification the amounts owed to him with the amounts he owes to ILIBRIS.

Payment

Unless otherwise specified, the invoices are issued prior to any performance of service, period of invoicing and/or delivery, and are payable cash on one of the bank accounts mentioned on the invoices. For want of challenging by registered letter within 5 days following the date of the invoice, the invoice is reputed as accepted definitively and irrevocably.

If the invoice is unpaid at the maturity date (value date of ILIBRIS to be considered as proof), the amount will be increased automatically, by right and without prior summons :

- as fixed indemnity, respectively by 40 euro for an amount in principal less than 250 euro, by 75 euro for an amount in principal between 250 euro and 500 euro, and by 15% for an amount in principal higher than 500 euro, with a maximum of 5,000 euro per invoice
- as well as by interests on overdue payment at the rate of 1% per month, whereby any month under way will be taken in account as a full month, up to the date of full payment
- without prejudice to ILIBRIS right to claim indemnification for the court-costs and for all collection costs, if any.

In case of balance unpaid by the client, ILIBRIS will be entitled to stop any subsequent delivery and/or service until full payment of the balance and to claim payment prior to delivery and/or service. ILIBRIS will also have the right to claim from the client the constitution of a guarantee and/or of a bank domiciliation.

Any unpaid balance makes all invoices or all debts even not due, immediately payable.

The performance of the service is invoiced and the client is bound to the payment whether the service is used or not.

Guarantee

ILIBRIS does not offer any particular guarantee for the goods or services, nor does it offer any guarantee against hidden defects.

The client may only call upon the guarantee possibly delivered/offered by the manufacturer of the good, and even in case of hidden defect, he can only turn against the manufacturer of said good. At the client's written

request, ILIBRIS will inform the client about the guarantee in question and/or the client can consult such information at the registered office of ILIBRIS.

The client recognizes and accepts that ILIBRIS does not have to repair and does not proceed to repairs of the goods possibly delivered.

The client should hand over the goods to be repaired directly to the manufacturer. If the client elects nevertheless to go through ILIBRIS, this will happen in compliance with the procedure provided to this end, at the client's risk and expenses, at his costs and under his sole responsibility, at the exclusion of that of ILIBRIS, save in case of wilful misrepresentation and even in case of serious fault. The client holds in any case ILIBRIS harmless for any cost and/or any other request by the manufacturer.

Suspension and end of the agreement

This agreement will be rescinded at the client's tort, automatically, by right and without prior summons, in case of bankruptcy, winding-up or judicial or amicable liquidation, or in any other similar situation, or in case of discontinuance of the activities, without prejudice to the right for ILIBRIS to claim indemnification of the incurred prejudice.

If the client does not meet the terms of payment, does not comply with them as he should or pays outside of the time limit or does not meet any other of his contractual obligations, ILIBRIS may, without notification, without prior summons and without notice, suspend the fulfilment of its obligations up to payment of the invoice due or until fulfilment of the client's obligations, and/or terminate the agreement at the client's tort and risks, without prejudice to ILIBRIS right to claim indemnification of the incurred damage.

The following cases (listed as example and not limited thereto) give rise to such suspension and/or termination:

- Simultaneous use of logins and passwords
- Lack of security
- Non-compliance with the "Acceptable Use Policy"
- Damage to ILIBRIS good reputation
- Breach of the rights of third people

The term of the agreement continues running during the period of suspension. In particular ILIBRIS maintains the right to invoice the contractually agreed price and the client remains bound to payment of these invoices.

The suspension will be stopped as soon as possible after full payment, in principal and accessories, of all unpaid invoices (value date of ILIBRIS bank account being used as proof) and after the client has notified to ILIBRIS the full and accurate fulfilment of all his obligations. A fixed amount of 100 euro (VAT not included) will be charged to the client as reactivation costs.

Even in case of suspension of the agreement, ILIBRIS maintains the right to terminate at any time the agreement at the client's tort and risks and/or to claim reparation of its prejudice.

ILIBRIS can at any time terminate the agreement or suspend it wholly or partly, if it turns out that from a technical point of view, it has become totally or partly, definitively or temporarily, impossible to deliver the service, including in case of act of God, or that the furtherance of the agreement implies for ILIBRIS, because of the technical modification, a cost higher than the actual cost at the time of signature of the agreement, whether this circumstance was foreseeable at the time or not, and notwithstanding the fact that this service would still be offered by ILIBRIS.

The client cannot claim, in case of suspension or termination, any indemnity for any damage whatsoever either direct or indirect, nor any price reduction, even to offset the duration of the suspension.

Responsibility

Save in case of wilful misrepresentation and even in case of serious fault, negligence and/or omission, no indemnity is due by ILIBRIS for damages caused by the delivered goods or service performed by it.

Save in case of wilful misrepresentation and even in case of serious fault, negligence and/or omission, no indemnity is due by ILIBRIS on account of disturbance of possession, loss of earning and/or indirect damage.

If, by some remote chance, ILIBRIS was bound to pay an indemnity for any reason whatsoever and of any nature whatsoever, including in case of termination of the agreement at its tort, said indemnity would in any case be limited to the amount of the established direct damage, at the exclusion of any other. Furthermore the amount of the indemnity cannot in any case exceed the agreed net price for the good or service for a period of 3 months, it being understood that the only net price to be

taken into account is that provided in the agreement during the performance of which the damage occurred.

ILIBRIS cannot be held responsible in case of damage caused by a fortuitous case and/or an act of God, and/or in case of damage due to the temporary or permanent unavailability of the service and/or in case of action or omission of third people, for instance data providers or networks to which the client has access of which he uses, for a consideration or not, to procure the access to ILIBRIS network.

Software

Unless otherwise specified, ILIBRIS and/or the main supplier remain, at any time, holder of the copyrights, associated rights, literary, artistic and intellectual property rights on all works and services performed for and/or put at disposal of the client, for a consideration or not, as part of the performance of the agreement.

ILIBRIS grants to the client, for the duration of the agreement, a sublicense entitling him to use the software, it being understood that the sublicense in question is not exclusive and is not transferable and does not entitle the client to copy works and services, to modify or make them available to third people, save special license agreement.

Confidentiality

Each party commits not to disclose any of the confidential information received from the other.

The provisions of this article do not apply to: information became public otherwise than by the breach of these provisions, information received from a third person that has obtained it legally, information that should be disclosed upon request of a judicial or public authority.

Each party is responsible for the compliance with this article by its agents, employees and/or representatives.

This article applies for the whole duration of the agreement, as well as during 5 years after the expiry thereof.

The client will indemnify ILIBRIS for any direct or indirect damage incurred because of non-compliance with the provisions of this article.

Assignment

Save prior agreement in writing of ILIBRIS, the agreement and/or the rights and obligations mentioned therein are not transferable by the client, neither wholly nor partly, cannot be encumbered and are not part of his business.

ILIBRIS is always authorized to assign to a third person or to pledge the agreement and/or the rights and/or obligations mentioned therein, and /or the requests, resulting indemnities, including all accessories either totally or partly as well as the property of the relevant goods. The client recognizes and accepts that this third person might exercise towards him, should the case arise, ILIBRIS rights and/or obligations that have been assigned and commits to sign at first request any document required for the legal and administrative regularisation of the assignment that can be notified to it, should the case arise, by registered letter.

Evidence

a. ILIBRIS forwards validly to the address indicated by the client in this agreement any communication, notice, contract, document or other, whether communicated by e-mail, fax or any other electronic recording.

b. All correspondence, save those by registered letter, which the client sends as described previously can only be used as evidence against ILIBRIS if the latter has acknowledged receipt thereof.

Place of performance

All agreements, to which ILIBRIS is a party, are performed at its registered office:

iLibris BVBA
Helmstraat 139A
B2140 Antwerpen
Belgium

21. Jurisdiction

a. All disputes arising from this agreement are settled exclusively by the courts of Antwerp.

b. Only the Belgian law is applicable.