

Article 1. APPLICABILITY OF THESE TERMS AND CONDITIONS

The agreement and the trade relationship between the parties is exclusively governed by the terms mentioned below, with the exception of those which have been read, understood and accepted by the customer. Any other conditions based on the customer of iReachm.com in whatever form, sectoral or local customs of the customer or third parties are not applicable. Deviations and additions to the current conditions can only be proved by authentic or private deed.

Article 2. DURATION OF THE CONTRACTUAL OBLIGATIONS

Unless expressly stipulated otherwise in writing, the agreements, when they relate to repeated and / or continuous performance, are concluded for a period of 12 months. This term is tacitly renewed, unless it is canceled by one of the two parties by registered letter at least 3 months before the due date. Customers can exceptionally have the opportunity to test the services of iReachm.com for 15 days. At the end of these 15 days, the customer can opt not to continue the collaboration. The customer is responsible for stopping the transfer to iReachm.com. All calls processed by iReachm.com after the trial period will be settled in accordance with the rate applicable at that time.

Article 3. INVOICING AND PAYMENTS

The invoices of iReachm.com are payable within 15 days of the invoice date and this prior to the period of the performance. In the case of repeated or continuous services that are spread over a period of more than 1 month, iReachm.com has the right to invoice the performance performed at the beginning of each month in which they were delivered. Unless otherwise stipulated in writing in accordance with article 1 of current conditions, all payments must be made to the bank account indicated by iReachm.com. Any amount that remains unpaid on its due date shall, from its due date, legally and without notice of default incur interest at the Belgian statutory interest rate applicable by law for late payment in commercial transactions, plus 2%, and with a minimum interest rate of 12% per year. Each started month is considered to have expired, so that interest from each started month for the entire month is due. In the event of full or partial non-payment of the debt on the due date, the debt balance will be increased by 10%, also by operation of law and without notice, with a minimum of 50.00 EURO and a maximum of 1.500.00 EURO and this even on granting periods of respite. The non-payment on the due date of a single invoice, makes the due balance of all other invoices, even invoices not yet due or not yet invoiced up to the end date of your contract, legally due and payable without notice of default. iReachm.com has the right to suspend the execution of all its obligations in case of non-payment of a single invoice on its due date, without prejudice to its right to suspend or terminate the agreement in accordance with Article 9.

Article 4. LIMITATION OF LIABILITY

All iReachm.com commitments are resource commitments and not result commitments. iReachm.com is not liable for damage for which, under Belgian law, its liability can and may be excluded.

The contractual and extra-contractual liability of iReachm.com is consequently excluded to the greatest extent permitted and limited to the strict minimum that can not and can not be excluded according to Belgian law.

For example, iReachm.com is, without prejudice to the application of the other conditions in question, for example (not exhaustive and merely exemplary).

- Not liable for damage caused by an error by iReachm.com or its constituents or from all parties involved in the implementation of the agreement for the account of iReachm.com.
- Not liable for the technical or actual inability to consult the website, databases, files or data of iReachm.com, whatever the cause may be.
- Not liable for the damage resulting from the incompatibility of the iReachm.com software with the hardware, software, browser used by the potential users (ie the program with which you can view internet pages), computer configurations and systems.
- Not responsible for the damage caused by viruses, malicious codes, links (references to other websites), files and programs that contain its website, the websites to which the links refer, databases, files or data from iReachm.com.

iReachm.com has the right to suspend all or part of the access to its website, databases, software, data and files in order to carry out maintenance, modification and improvement work.

Article 5. DISPUTES

Under penalty of forfeiture any disputation of an invoice by the customer must be explicitly, in writing (whereby the customer is obliged to mention the date and number of the disputed invoice) and at the latest within eight days after receipt of that invoice to iReachm.com to be reported. Failing this, the invoice is irrefutably presumed to be fully and fully compliant with what has been agreed. The customer is irrefutably suspected of having received the invoice no later than the third working day after the invoice date.

Article 6. INTELLECTUAL PROPERTY RIGHTS

iReachm.com is the author and rightful claimant of all created, used, organized, delivered, delivered, made available, communicated, published, performed or executed writings of any kind, lessons, courses, training, trainings, presentations, lectures, speeches, works of graphic or visual art of any kind and in any form, photographs, sound works and audiovisual works or other representations, representations or oral expressions of an idea or thought, databases, computer programs, drawings and models, as well as of all ideas expressed or based on these forms and ways.

The customer acknowledges the aforementioned intellectual property right (including the copyright, the sui generis right of the producer of databases and trademark rights) of iReachm.com, as well as its capacity as author and rightful claimant. The customer undertakes not to reproduce, copy, distribute, make public, display, sell or otherwise transfer ownership of the works and ideas described in the first paragraph for valuable consideration. renting, lending, processing, translation, performance or exploitation for any purpose, by any means or in any form whatsoever, direct or indirect, temporary or permanent, complete or partial, by any process or technical tool, also in case these works or ideas would not receive any protection for whatever reason. The computer programs, databases, files and data supplied by iReachm.com to the customer are under no circumstances the property of the customer. The customer only has a temporary and precarious user right within the agreed limits, or failing this, until the termination of this right of use by iReachm.com. Upon expiry of this right of use, these computer programs, databases, files and data and every copy thereof will be returned to iReachm.com. The aforementioned delivery by iReachm.com does not entail the exhaustion of its distribution right.

The customer undertakes to take the necessary administrative, commercial or technical measures to prevent any unlawful use, processing, reproduction or distribution of the computer programs, databases, files and data. iReachm.com regards any unlawful use, processing, reproduction or distribution of its computer programs, databases, files and data as a form of criminally controlled counterfeiting.

Article 7. RECRUITMENT OF EMPLOYEES

The customer commits himself, during the course of the trade relationship with iReachm.com and up to one year after its termination, not approach employees or independent employees of iReachm.com for recruitment, nor enter into a service or employment contract, directly or indirectly, subject to the express prior consent of iReachm.com and under penalty of a fixed compensation of 50,000 euros per infringement, without prejudice to the right of iReachm.com to demand a higher amount if it can prove a higher damage. The amount is immediately due and payable.

Article 8. SUSPENSION OF THE OBLIGATIONS OF iREACHM.COM

If the customer does not fulfill his obligations (eg providing the data, access to the data, etc ...) that are necessary for the proper execution by iReachm.com of its commitments, iReachm.com has the right to execute all to suspend its commitments, without this suspension resulting in the dissolution of the agreement or the end of the trading relationship. iReachm.com informs the customer by registered letter of this suspension and the reasons for it.

If the customer has not remedied the reasons for the suspension within a period of 60 days following the sending of the registered letter, iReachm.com can, without prior intervention of the court and without additional notice, terminate the contract by registered notification of its decision to the customer, without

prejudice to the right of iReachm.com to claim performance of the agreement and / or compensation.

Article 9. FORCE MAJEURE

iReachm.com can terminate the agreement without any compensation due to iReachm.com to the customer if it is due to force majeure, coincidence, strike, lock-out, government measure, etc. in the impossibility of fulfilling her commitments. With regard to iReachm.com, force majeure arises from each of its will independent events, as a result of which iReachm.com's compliance with its obligations by this event is reasonably impossible.

Article 10. COMPETENT COURT - APPLICABLE LAW

In case of dispute, only the materially competent courts of the place of business of iReachm.com or of the place of domicile or place of establishment of the customer are authorized. The right of choice on this is exclusively granted to iReachm.com. Belgian law applies to the current agreement.

Article 11. NULLITY

Modification or nullity, in whole or in part, of one or more clauses of the present general terms and conditions, does not result in any cancellation or nullity of the other clauses. Alteration or nullity of a part of a clause does not result in waiver or nullity of the unchanged or non-insignificant part of the clause.