

General Terms



The Order Form, those General Terms and Conditions, and where applicable the Specific Terms and Conditions and the Service Level Agreement shall be interpreted and applied as a single instrument (The "Contractual Terms" or the "Agreement"). The Agreement between EBRAND and Client set forth the legal rights and obligations of Client when placing an order for, receiving and using EBRAND Service and EBRAND when receiving Client's order, handling it and providing the Service to Client.

The Agreement in its entirety shall consist of: these General Terms and Conditions (as defined hereafter), the Order Form, each applicable Specific Terms and Conditions and where applicable the Service Level Agreement.

1. Definitions

- **Account Manager:** means the EBRAND employee in charge of Client relationship management.
- **Client:** means any legal or natural person placing an order for a Service and more generally who uses a Service. Any order placed by the representative of a natural or legal person will be deemed to have been placed by such natural or legal person themselves and as such they shall assume sole responsibility for such an order.
- **Client Account:** means the user account created on any of the EBRAND platforms for Client which allows managing Services and where applicable placing orders online without the need to use a paper Order Form.
- **Content (or Data):** means any information, data, text, software, song, sound, picture, video in any format, distributed by any means and more specifically by Internet.
- **EBRAND:** means (a) EBRAND AG if Client primary place of business is located in Germany, Austria, Liechtenstein ; (b) EBRAND Denmark if Client primary place of business is located in Denmark (c) EBRAND Spain if Client primary place of business is located in Spain, (d) EBRAND Sweden if Client primary place of business is located in Sweden, (e) EBRAND France if Client primary place of business is located in France; or (f) EBRAND Luxembourg if Client primary place of business is located outside of the previously listed countries.
- **EBRAND Site:** means the internet website of EBRAND located at www.ebrand.com
- **General Terms and Conditions:** means the terms and conditions set forth hereby and applicable to any Service provided by or via EBRAND.
- **Order Form:** means the part of the Agreement either in a digital or paper format which among other things, identifies both Client and the Service to be provided to them.
- **Payment:** means definitive receipt in the EBRAND' bank account of all the sums due by Client for the provision and/or use of one or more Services.
- **Principal:** means any natural or legal person using the Service ordered by Client.
- **Provider:** means the party to which EBRAND will communicate Client's order within the scope of the Service provision.
- **Service or Services:** means any service referenced in EBRAND' offerings and provided to Client by or via EBRAND.
- **Specific Terms and Conditions:** means the terms and conditions additional to these General Terms and Conditions which apply to specific services ordered and/or used by Client.

- **Working Day:** means a normal workday within the meaning of the applicable civil law, exclusive of weekends and legal holidays.

2. General

Client expressly acknowledges having read, understood and agreed to the Contractual Terms. By submitting an order to EBRAND, Client unconditionally accepts the entirety of the Contractual Terms. The General Terms and Conditions, Specific Terms and Conditions, Policies and all annexes thereto, shall remain in effect for the entire term of the contractual relationship and any subsequent related issues.

The General Terms and Conditions will remain in effect without regard to the cancellation or addition of one or several Service(s) resulting from the expiration or termination of any Specific Terms and Conditions or the coming into force of new Specific Terms and Conditions. The introduction of new Specific Terms and Conditions will not affect other Specific Terms applicable to other Services. Only the termination of the General Terms and Conditions will entail the termination of the entire Agreement.

3. Client information and acceptance

By submitting an Order Form, Client acknowledges having verified the suitability of the Service to their need and having received all advice and information from EBRAND to make an informed decision as to the entering into the Agreement.

To be provided with the Service, Client must provide certain details for the creation of their Client Account, these details include their name, email address, postal address, and a phone number where Client is reachable (the "Client Details"). Client undertakes in this respect to provide valid, accurate and complete details and to always keep them up to date.

In this regard, Client is informed that to be allowed to use their Client Account, all or part of the Client Details will have to be validated. EBRAND shall proceed to the validation of the Client Details by any means EBRAND sees fit and each time EBRAND will deem it necessary (the "Validation").

Client agrees that regular communication with EBRAND is essential to Client's proper use, including a passive use of the Services. Accordingly, Client must regularly and not less than once per month visit the EBRAND Site and more specifically log in under their Client Account to take cognizance of its status and read any message EBRAND may have left. Any message posted in the Client Account to which the Client fails to reply within one (1) month following its posting shall be deemed to have been read and accepted by Client in regard to any possible subsequent effect.

4. Authentication

Access to the Client Account on EBRAND's platforms is protected by an authentication system based on a login and password that Client has selected (the "Credentials"). Any access to and use of the Client Account will require the entry of the Credentials.

The Credentials are personal and confidential and as such, Client shall never disclose them to a third party. In case of theft or loss of the Credentials or, if Client has reason to

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believe that their Credentials have been disclosed to a third party, Client must modify them without delay and inform EBRAND of that fact.

Client is expressly advised that they shall bear sole responsibility for the storing and retention of their Credentials.

Any order received by EBRAND and placed via the Client Account will be deemed to have been submitted Client. EBRAND will in no event be held responsible for the consequences of any fraudulent use of the Credentials.

5. Term and renewal of the Services

The initial term of the Services shall be as set forth in the Order Form ("Initial Term") and shall begin on the Service Start Date. If no Initial Term is set forth in the Order Form, the Initial Term of the Service shall be two (2) years. If neither Client nor EBRAND cancels or terminates the Agreement before the end of the current Contractual Period, the Agreement, unless otherwise provided in the Order Form, shall automatically renew for an identical term pursuant to the rates, terms and conditions contained in the Agreement.

Each party is entitled to terminate the Agreement at any time by sending the other a termination notice by registered mail. The termination will be effective after a three (3) months period starting from the date of sending of the termination notice. In any case where Client will have ordered a Service subject to a minimum term of committed usage and Client terminates the Agreement before the end of the current Contractual Period, or before satisfying the minimum, or in cases where the Agreement is terminated for cause by EBRAND, Client will be subject to an early termination fee or shortfall fee amounting at least to the sum of the Recurring Fees to be paid until the anniversary date of the current Contractual Period.

6. EBRAND rights and obligations

EBRAND retains the right to modify the Contractual Terms at any time to take into account any external event requiring such modification. In this case, EBRAND shall inform Client of such modification via the EBRAND Site or by displaying a message in the Client Account. If Client disagrees with any fundamental modification to the Contractual Terms, Client may terminate the Agreement within a month following the displaying of the message announcing the fundamental modification. Any termination based on these grounds shall be operated in accordance with the terms of article 5 hereof. Client acknowledges and agrees that by using the Services after the one-month delay has lapsed; Client accepts and undertakes to abide by the amended Contractual Terms.

EBRAND also retains the right to reduce or expand its offered Services. EBRAND shall inform Client of any such offering modification via the EBRAND Site or by displaying a message in the Client Account and/or by sending an email to the email address registered as part of the Client Details. Thus, EBRAND retains the right to discontinue or suspend the provision of any Service at any time.

EBRAND also retains the right to modify the Services' applicable fees, to take into account, for example but not limited to, any price modifications imposed by the Providers, any currency exchange rate evolution or any additional tax levies. It is Client's sole obligation to remain

informed of any Service fee evolution by regularly visiting the EBRAND Site.

EBRAND retains the right to decline any Order Form on which objects appear as blatantly defamatory, contrary to morals and public order or infringing upon any provision of the Contractual Terms, in particular those of article 8 hereof.

Notwithstanding the foregoing, EBRAND has no obligation to monitor and control the content of the Client Order Form and furthermore is in no position to assess the consequences of the customisation of the Service with regards to specific national statutes, Policies and more generally with regards to any applicable regulation. Additionally, EBRAND has no means to know in advance which kind of use Client intends to make of the Service. Therefore, EBRAND cannot be held responsible for the use of the Service by Client and its possible consequences. In particular, EBRAND does not warrant that the customisation of the Service made by Client - for example the choice of the Domain Name or the displaying of the Content on Client's website - will not infringe upon the rights of third parties.

EBRAND undertakes to ensure its best efforts to transmit, in a timely manner, to the applicable Provider any Service request embodied in an Order Form submitted by Client pursuant to the terms and conditions hereof. Client acknowledges and accepts that EBRAND disclaims all express and implied warranties regarding the successful conclusion of the Client order. In the event the Provider denies or is unable to execute Client's order, EBRAND will inform Client of this denial or inability without delay. EBRAND will, in no event, be held responsible for any direct or indirect consequences that such denial or inability from the Provider may have for Client. In the event the Order Form is accepted by the Provider, EBRAND will confirm the treatment of Client's order via email.

7. Payment

7.1. General

Unless otherwise specified in the Order Form, the rates, and fees applicable to the Service during the Initial Term shall remain unchanged during the next Contractual Periods.

For any yearly Service, every year started is due in full. For any monthly Service, every started month is due in full. For any Service paid per hour, every started hour is due in full.

7.2. Recurring Fee

For the provision of the Service, Client shall pay a recurring fee (the "Recurring Fee"). The Recurring Fee is based on the Service selection made Client in their Order Form.

7.3. Non-Recurring Fee

Client shall from time to time pay a one-time fee for the Service including, but not limited to, fees for the Service installation, or any special fees for which Client becomes responsible (the "Non-Recurring Fee").

7.4 Fees imposed by Providers

If a Provider imposes additional fees on EBRAND in connection with the provisioning of the Service to Client, such fees will be invoiced by EBRAND on a pass-through basis to Client.

7.5. Invoicing and Payment

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The Recurring and Non-Recurring Fees are due from the Service Start Date. The Recurring Fee shall be charged at the beginning of each month and/or year in advance.

The Non-Recurring Fee shall be charged in their entirety on the date of acceptance of the Order Form by EBRAND or alternatively at the end of the month during which the related Service has been provided to Client.

Unless otherwise agreed in writing by the Parties all payment shall be made within thirty (30) days following the date specified on the invoice. (the "Payment Deadline")

The applicable Service fees are set forth in the Order Form at the exception of those applicable to the Domain Name Service which are listed on the EBRAND Site. The fees may be modified pursuant to the terms of article 6 hereof and at each anniversary date of the Agreement. Unless otherwise expressly provided, the fees are in euros and exclusive of all taxes which shall be paid by Client. Payments under the Agreement shall be made at EBRAND registered office and in euros (EUR). Any additional fee attached to a payment to EBRAND will be borne by Client. The net amount received by EBRAND must be strictly equal to the amount due by Client.

7.6 Late payment

Any invoice or amount not paid upon falling due shall be subject, without formal notice, to annual interest charges amounting to ten (10) per cent of the unpaid amount, until the outstanding amount is paid in full.

Additionally, for any payment overdue for a period exceeding two (2) months, EBRAND will be entitled, without prior notice, to (a) invoice an administrative fee of one hundred (100) euros for each payment reminder sent to Client (b) suspend the Services and/or (c) immediately terminate the Agreement without any refund of the sums already paid by Client.

8. Client acknowledgements and covenants

8.1. Third party rights

Client expressly undertakes not to infringe on the rights of any third party when using the Service. Consequently, Client will be solely responsible for the customisation of the Service and its use and will bear sole responsibility for any incidental infringements of personality rights, intellectual property rights and more generally, any prior rights.

It shall be Client's sole responsibility to conduct all necessary searches for precedence of distinctive marks and more generally to ensure that their intended customisation and/or use of the Service will not infringe on any third party's rights.

8.2. Legal provisions pertaining to electronic communication services

When using the Service, Client will abide by the legal provisions of all national acts pertaining to electronic communication services as well as every European Directive, irrespective of their transposition in national laws, pertaining to electronic signature, electronic commerce and Personal Data protection (as defined in article 14 hereof).

8.3. Compliance with legal and regulatory provisions

Client commits to take all necessary action to ensure that their customisation and use of the Service they order from EBRAND don't breach any legal or regulatory provisions, including especially those pertaining to public order, public security and public decency, currently enforceable in Europe and elsewhere. In application of article 9 hereof, Client will bear sole responsibility for breach of any legal or regulatory

provisions. Additionally, Client will refrain from disguising and/or falsifying their identity when using the Service. Client will also refrain from directly or indirectly spreading computer software that may damage the computer equipment of its recipient(s). More generally, Client will abide by any legal and regulatory provisions applicable to them and/or their use of the Service.

If EBRAND has reasonable grounds to believe that Client is in breach of any of the terms set forth by this article 8, EBRAND shall send Client a written notice, by email or post using the Client Details, requesting that they remedy said breach. In case Client fails to remedy the breach within five (5) days, EBRAND will be entitled to suspend all the Services to Client. In such case, Client will not be entitled to any refund.

9. Client's liability

Client acknowledges and accepts the risks associated with the use of the Internet as a means of communication as well those associated with the storage of Data on a server connected to the Internet.

Client will be solely responsible and liable for the Content they make available to the public and more generally for the Content they distribute. Client's liability shall include all claims, actions, proceedings, losses, liabilities, damages, costs, expenses howsoever suffered or incurred by EBRAND due to Client's use of the Service.

Client shall equip themselves with the necessary protection system to protect their computer equipment against third party intrusion and malicious software vulnerability. Client will bear sole responsibility for any damages or loss of the Content as well as any direct or indirect consequences thereof.

10. Limitation of liability

EBRAND shall not be held liable for the Service failure to meet Client's specific needs.

It is Client's duty to ensure that the Service meets their specific needs prior to submitting their order by reading EBRAND's offering details on the EBRAND Site and requesting any further details Client deems necessary from EBRAND. Acceptance of those General Terms and Conditions implies an adequate knowledge of the Service's nature and scope. Unless expressly stated otherwise, EBRAND is only bound by a best-efforts obligation when providing the Services.

EBRAND shall not be held liable for any delay or failure to provide the Service, where such delay or failure result from, among other causes, a power failure, telecommunication failure, failure from the Internet itself and more generally from any event on which EBRAND does not have exclusive control, including expressly any delay or failure from a Provider.

EBRAND will not be held liable for any of Client's actions breaching the rules set forth by article 8 of those General Terms and Conditions.

Client further acknowledges and accepts that each Provider will accept or refuse to process Client's order pursuant to its own terms of service. EBRAND will not be held liable if Client's order is denied by the Provider or if the Service provision is cancelled or suspended for any reason whatsoever, even if the Service appears to be available in the Client Account and the applicable fee has already been paid by the Client.

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Notwithstanding additional limitations set forth by the Specific Terms and Conditions, Client expressly agrees that EBRAND's liability will in no event be higher than the amount paid by Client during the year preceding the one where an indemnification claim is asserted and within the limit of the amount paid for the Service(s) to which the claim pertains. The limit set by this article applies to each indemnification claim, it being understood that multiple indemnification claims pertaining to the same event shall only be eligible to only one indemnification.

Client will in no event be entitled to any damages or interest for any indirect loss, costs or expense such as a loss of business, loss of turnover, loss of Content or any delay or lack of competitiveness.

Client understands and acknowledges that the Services Pricing is directly linked to the liability limitations set forth by this article 10 and that without such limitations the Services Pricing would be considerably higher. As such those limitations shall be deemed reasonable.

No provision in these General Terms and Conditions shall be interpreted as limiting in any way EBRAND's liability in case of fraudulent conduct or gross negligence.

11. Services availability

EBRAND makes no other guarantee regarding the Service availability than the one set forth in the Service Level Agreement signed by the parties. In case no Service Level Agreement was entered into, EBRAND will act as a professional information technology provider but will not be required to give any guarantee regarding the availability of the Services or their functioning.

EBRAND shall make its best efforts to ensure that the quality of the Services provided by the Providers, EBRAND's subcontractors and co-contractors, meets acceptable standards. EBRAND shall not be responsible for any malfunction that affects the Internet in general and more specifically those affecting EBRAND communications with the Providers.

12. Guarantee

Client acknowledges that their use of the Service is made under their own and sole responsibility and accepts that EBRAND and/or its employees shall not be held liable or responsible for such use in any manner whatsoever.

Client, at their own expense, will indemnify, defend and hold harmless EBRAND and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against EBRAND or any affiliate of EBRAND based on or arising from any claim or alleged claim relating to the use of the Service by Client.

In the event of an indemnified event, EBRAND will provide Client with prompt notice of any such claim, and upon Client's written request, EBRAND will provide to Client all available information and assistance reasonably necessary for Client to defend such a claim, provided that Client reimburses EBRAND for its actual and reasonable costs. EBRAND shall have the right to control its defence to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Client will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by EBRAND in connection with or arising from any such claim, suit, action or proceeding.

13. Support Service

Any request from Client for technical support shall be sent to EBRAND via email at: support@ebrandservices.com

Unless otherwise mentioned in the Order Form, EBRAND will provide support during Working Days between 9 am and 5 pm ("Intervention Hours") and whenever possible within four (4) hours following the receipt of the support request.

While providing support services, EBRAND shall use its best efforts but shall not guarantee any result.

Notwithstanding the aforementioned, Client may elect to pay special fees to be provided with EBRAND support services outside Intervention Hours and Working Days. The fees applicable to this service shall be specified in the Order Form.

14. Personal Data

In order to manage, administer and invoice the Services, EBRAND will register, in its database located in Windhof, Luxembourg, certain personal data pertaining to Client (the "Personal Data"). Client may exercise their right to access, rectify and object to the processing of Client Personal Data by contacting EBRAND via the details specified in article 1 hereof. Client expressly understands and agrees that the provision of their Personal Data is mandatory for the proper functioning of the Service. Client will be informed that if they object to the processing of their Personal Data, EBRAND may not be able to abide by its obligations under the Agreement. EBRAND undertakes to limit the retention of the Personal Data to the period required for the provision of the Service. In the event Client is acting on behalf of a Principal, Client warrants that they have obtained the consent of the Principal for the processing of their Personal Data pursuant to the terms hereof.

Notwithstanding the aforementioned and the Specific Terms and Conditions applicable to certain Services, EBRAND undertakes to treat the Personal Data as confidential and to use its best efforts to protect it against any loss, misuse, unsecured access, disclosure, deterioration or destruction.

Consequently, aside from the processing of the Personal Data required under the Agreement between EBRAND and Client and for the purposes described hereof, EBRAND shall not disclose, share or sell Client and/or Principal Personal Data to any third party.

15. Confidentiality

Each party acknowledges that in connection with the Agreement it will have access to certain confidential and proprietary information of the other party ("Confidential Information").

Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. The receiving party agrees to keep Confidential Information confidential and not to use such information except as authorised by the Agreement or otherwise authorized by the disclosing party, and to accord to such information the same standards and protections that it uses to protect its own confidential business information.

The receiving party shall limit the dissemination of Confidential Information of the disclosing party to its employees, contractors, or agents who reasonably require access in order to carry out the terms of the Agreement and

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now have been informed of an obligation to maintain confidentiality.

Except for Confidential Information necessary to the performance of obligations or exercise of rights under the Agreement, materials or documents containing Confidential Information will be returned to disclosing party promptly following written requests thereof. Confidential Information will not include information: (a) that is now or becomes generally available to the public through no fault or breach by the receiving party; (b) that the receiving party can document was already known to it prior to disclosure by the disclosing party; (c) that was independently developed by the receiving party without use of any of the disclosing party Confidential Information; and (d) that the receiving party rightly obtained from a third party who had the right to transfer or disclose it.

If the receiving party is subpoenaed or ordered by any court or a governmental agency to disclose Confidential Information, it will provide prompt written notice to disclosing party so as to allow the disclosing party to seek a protective order to protect the confidentiality of such information

16. Service suspension

In case Client fails to fulfil any of their obligations thereof and in particular those set forth by article 3 hereof, or in case of blatant breach of the terms of article 8 and/or any applicable legal or regulatory provisions, EBRAND shall be entitled to suspend the whole Client Account without prior notice and thus prevent Client from benefiting from the Services without Client being entitled to any compensation. Such suspension may result in the disconnection of the Services from the Internet.

Client acknowledges that any suspension of the Client Account which lasts more than twelve (12) months will automatically result in the termination of every Service attached to such Client Account including their deletion from EBRAND and the applicable Providers databases.

The Client Account may also be suspended by EBRAND during a maintenance operation of EBRAND servers or upon request of any competent judiciary or administrative authority. EBRAND also retains the right to suspend the Client Account in case a claim, suit, action, or other proceeding has been brought against EBRAND in relation with Client use of the Service.

Every suspension of Service shall last until its cause has ceased.

The Service suspension will in no event suspend the payment obligation of Client and further shall not entitle Client to any compensation from EBRAND, no matter the direct or indirect consequences of such suspension (such as a loss of chance, business, income, revenue or profits).

17. Force majeure

Neither party shall be responsible for any failure or delay to fulfil their obligations under the Contractual Terms as the result of an event of force majeure as defined by applicable law or jurisprudence. Client expressly acknowledges that their lack of financial capacity to pay the fees for the Services provided by EBRAND will in no event qualify as a force majeure event.

18. Notice

Client shall send any notice pertaining to the Agreement to their Account Manager at the applicable address

- EBRAND AG 7, Hofmannstrasse, 81379 Munich, Germany
- EBRAND Denmark, Diplomvej 373 DK-2800 Lyngby Denmark
- EBRAND Spain, Calle Alcalá 26 28014 Madrid, Spain
- EBRAND Sweden, Jörgen Kocksgatan 1. B 21120 Malmö Sweden
- EBRAND the Netherlands Business Centre Breda, Smederijstraat 24814 DB Breda
- EBRAND France, 11, avenue de l'Opéra 75001 Paris, France
- EBRAND Luxembourg, 24 rue Léon Laval L-3372 Leudelange, Luxembourg

EBRAND shall send any notice pertaining to this Agreement to Client by using Client Details.

Notice under the Agreement can be delivered by hand, by registered mail, by fax, or by email and will be considered as properly delivered: (a) delivered by hand - when delivered to an authorised representative or (b) by registered mail - five days after its sending (c) by email - the day of sending of the email unless proven otherwise.

19. Intellectual property

Each party acknowledges and accepts that (a) any patent, copyright, registered design, trademark and more generally any intellectual property right used within the scope of the Service will remain the sole property of the party who owned prior to the entering into the Agreement (b) they are not allowed to use the brand, trademark, trade name or any other distinctive signs of the other party without its prior written consent.

20. Severability

If any term or other provision of the Contractual Terms is determined to be illegal, invalid or unenforceable, all other conditions and provisions of this shall nevertheless remain in full force and effect. Further, EBRAND commits to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the parties.

21. Entire Agreement

The Agreement (including its annexes that are an integral part of it) constitutes the entire agreement between the parties and supersedes any offer, letter of intent, communication, offer, proposal made between the parties prior to the execution of this Agreement and having the same object.

22. Waiver

No failure or delay on the part of either party to exercise its rights or remedy under the Agreement shall be considered as a waiver of such right or remedy.

23. No exclusivity

Client understands and accepts that nothing in the Agreement shall be deemed as preventing or limiting EBRAND right to promote and offer its services to any third party EBRAND may wish to.

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24. Applicable law and jurisdiction

This Agreement will be governed and construed in accordance with the following governing law depending on the applicable EBRAND entity who is a party to this Agreement, at the exclusion of conflict of law rules and statutory provisions contrary to the terms of the Agreement:

EBRAND Entity	Governing Law	Competent Courts
EBRAND AG	German law	Munich
EBRAND Denmark	Danish law	Copenhagen
EBRAND France	French law	Paris
EBRAND Luxembourg	Luxembourg law	Luxembourg
EBRAND Spain	Spanish law	Madrid
EBRAND Sweden	Swedish law	Malmö
EBRAND the Netherlands	Dutch law	Amsterdam