

General terms and conditions web services

Article 1. Scope

These general conditions apply to all proposals, orders, agreements and invoices of Nico De Backer S.a.g.l. ("NDB"). The client receives these conditions with the proposal, as an annex to the agreement and, specifically concerning the modalities of payment, with the invoices of NDB. By signing the proposal or the agreement the client confirms that he/she agrees with and is bound by these terms and conditions. Unless explicitly agreed, the applicability of any purchase or other conditions of the client are explicitly rejected. The latest version of this document can be found at iamwebdeveloper.com or obtained upon request by mail or email to NDB.

Article 2. Proposal and agreement

Proposals made by NDB are only valid for a period of 30 days, after which they become purely informative. All prices exclude Swiss VAT (unless stated otherwise). NDB is bound by the proposal only after explicit and written acceptance by the client or an authorized representative. Only then there is an agreement. If the acceptance, even on minor points, differs from the proposal, NDB is not bound to it. Proposals do not automatically apply to future assignments and composite quotations do not bind NDB in any way to execute a portion of the assignment against a corresponding part of the price. An agreement is only established after signing the proposal, in which a bold project description with detailed cost estimates are included, along with specific implementation options and these general terms and conditions. Unless the proposal includes specific terms and conditions, these general terms and conditions apply.

Article 3. Beginning and termination

The agreement comes about only after written confirmation by NDB. Implementation is only initiated after payment of the advance (30% of the estimated total cost) by the client. NDB may terminate the agreement immediately if the client does not properly, fully or consistently comply with one or more of its obligations to NDB. NDB has the right to terminate the agreement with immediate effect without notice or judicial intervention if the client is declared bankrupt, has sought or obtained deferred payment or has lost full control of its assets in any way. The latter party has no right to any compensation in this case. Any cancellation of an order must be in writing. It is only valid after written acceptance by NDB. If NDB has not yet begun the work, the client pays a cancellation fee of 30% of the price of the order. In case an advance was already paid, this advance will serve as cancellation fee. If the work had already been started, the cancellation fee amounts to 50% of the total estimated price of the order.

Article 4. Delivery and term of delivery

Delivery times only take effect at the time of conclusion of the agreement and shall be automatically extended in case of periods of leave within that period, in case of force majeure or new difficulties in executing the agreement or in case the client changes the agreement or works asked to execute. The by NDB specified deadlines are only informative, unless explicitly agreed otherwise. Exceeding these deadlines will not allow a claim of damages or termination of the agreement. Specific intermediate delivery times may be mentioned in the agreement. The client must explicitly give permission to place the project (in whole or in part) online.

Article 5. Client obligations and constraints

Delivery by the client:

- Information: upon placing the order, the client commits to supplying NDB with all necessary information to carry out the work or deliver the product.
- Material: all materials needed to carry out the work or deliver the product is provided within a specified timeframe after signing the agreement. If possible, all materials are delivered electronically. If not, NDB has the right to charge a fee for converting print material to workable electronic files.
- Insufficient or incomplete delivery: in case of partial or inadequate delivery of information NDB carries out the work at its discretion and in the spirit of the agreement after which the client is billed.

The client will deter to use or to let use the services for illegal acts and/or committing crimes. This also applies to other acts that violate these general terms and conditions. The client will not apply any processes or actions of which he/she may reasonably suspect they hinder NDB or clients of NDB or affects the use of services. The client is responsible and liable for any use of the services provided, including the confidentiality and use of access codes, email addresses, ... The client is not entitled to transfer any rights or obligations arising from this or any other agreement to third parties without prior written permission from NDB. If the client places material on the by NDB developed project or provides material to NDB with the purpose of placing them on or incorporating them into

the project, the client guarantees to be the owner or to have all the rights of use, including reproductive rights. This applies, but is not limited, to: texts, translations, documents, photos, videos, graphics, etc. Providing adult content which is prohibited by Swiss law will in no case be accepted by NDB. In case of infringement upon this directive the client will be immediately denied access to this data and the relevant authorities will be notified. The same regulation applies to hateful, vulgar, racist, ethnically irresponsible, discriminatory or other material related to this title. Complaints or observed violations of third parties may be notified by email. In case of infringement upon any of the aforementioned subjects, NDB will notify the client and, depending on the nature of the offence, take one or more of the following actions:

- Indefinitely suspend service to the concerned client;
- Permanently cease service to the client in question;
- Charge additional costs and penalties;
- Remove the relevant content;
- Take all necessary steps to stop the abuse.

Article 6. Additional work

If a fixed price was agreed upon, this will only apply to the activities and services of NDB mentioned in the agreement. Any activities and services requested by the client and supplied by NDB that are supplement to the agreement, hereinafter referred to as "additional work", will be charged at usual rates in case this leads to a cost higher than the initial agreed price. The following circumstances may lead to additional work:

- extension or modification to the analysis, set of requirements or design after being approved by the client;
- any requirements, conditions or expectations of the client that were not, not fully or not sufficiently clearly expressed to NDB;
- defects and deficiencies in products or services of third parties which NDB was not reasonably able to foresee or to which NDB has little or no influence;
- client's failure to cooperate in the implementation of the agreement.

Depending on the impact of the requested changes this could lead to a revision of the agreement.

Article 7. Reference

NDB refers to completed projects or projects under development in his portfolio on the website or other commercial documents. The client also agrees on a reference to NDB and his website on the product, e.g., in the footer of a website. Clients who wish, may nevertheless oppose such references.

Article 8. Complaints

Complaints regarding NDB's services and/or invoices and billing conditions are only valid if sent by registered mail. Complaints that are not formulated within 8 days – postmark date shall serve as proof – after delivery of the goods or the termination of the service are not accepted. Complaints concerning the nature, quantity or quality of services or visible defects should however be addressed at the time of the completion of the work or delivery of the services. In all cases the liability of NDB is limited to the amount of the invoiced services.

Article 9. Ownership

Intellectual property rights means all intellectual, industrial and other property rights (whether registered or not) including but not limited to: copyrights, neighbouring rights, trademarks, trade names, logos, designs, models or applications for registration as a drawing or model, patents, applications for patents, domain names, know-how and rights to databases, software and semiconductors. Both parties accept that the concept of a project (in particular the construction of the screens of the website and navigation) will in principle not be protected by intellectual property rights. The client can also find a similar structure in other projects developed by NDB. The intellectual property rights associated with the visual design of the project created by NDB will be transferred to the client after completion. This transfer is to the fullest extent for all operating modes and forms, for the duration of the relevant right and is worldwide. In addition, the client receives a non-exclusive license on all codes used for the project. This license applies to the duration of protection by copyright of the code and is worldwide. If the project, however, contains photographs or drawings that were not supplied by the client but were taken by NDB from a website that offers photographs and drawings, with or without payment, then the license on these photos or illustrations the client obtains depends on the conditions stipulated on the website of this online library. As a rule, this license will be non-exclusive. NDB provides no warranties regarding these photos and illustrations. NDB has no rights to material and content on web pages or in databases owned by his client.

Article 10. Liability

NDB is not liable for any direct or indirect damage, of which the liability is not explicitly defined in these terms

and conditions. NDB's liability remains in any case limited to the amount of the project as contained in the agreement. The client indemnifies NDB of any third party claims, even after the termination of the agreement. NDB can not be held responsible for inaccuracies or omissions in the information as listed on the products developed by NDB. This applies to e.g. information placed in the project by NDB as well as information placed by the user (e.g., via a CMS). Inaccuracies or omissions in the project give no right to financial compensation. NDB is not responsible with respect to users or third parties for any direct, indirect, incidental damages, lost profits or for any damages caused by its negligence or omission in providing, compiling, editing and interpreting information. NDB offers the project explicitly "as is". The most appropriate techniques are used for the technical realisation depending on the project. NDB can not be held responsible for the (temporary) breakdown or malfunction of the system. NDB is not responsible for links to sites operated by third parties. NDB has no control over the aforementioned sites and accepts no liability for their content. The inclusion of these links does not imply that NDB adopts the elements these websites contain and does not necessarily imply a partnership between NDB and the owners of these sites. All costs and liabilities associated with software licenses specifically allocated to the project, to third parties (e.g., for domain name registration or hosting services), or to registration with official government shall be borne by the client. The information on this provided by NDB is only indicative.

Article 11. Evidence

Both NDB and the client accept email as evidence.

Article 12. Payment

The client has no right to any discount unless otherwise agreed by both parties. The deadline for payment as mentioned on the invoice overrides all other general stipulations. Upon receipt of a signed contract a deposit of 30% of the total invoice amount is due. This advance may under no circumstances be recovered. A revision of the price on the basis of plausible indicators found acceptable by both parties is possible at all time. Depending on the nature of the project the agreement may include a specific clause. Invoices must be paid within twenty days after reception, unless otherwise agreed or stated on the invoice. The client must pay, by law and without any prior notice, 1% of interest per started month for any delay in payment after due date. Additionally, by law and without prior notice, a compensation amounting to 10% of the invoice with a minimum of 250 CHF, not including any arrears, collection, dunning, prosecution or legal costs or expenses as a result of delays must be paid. This indemnification shall not affect the obligation to pay the agreed arrears. The claim for payment of interest (and/or liquidated damages) is barred if payment is not requested within six months from the date when the principal was due. Until the buyer has fully and finally paid, NDB keeps full property of the products and services. However, all risks during this period are borne by the client. The client agrees to show these conditions to any public official who claims unpaid services and products for the benefit of third parties. In case of failure to pay the invoice within the provided period, the client explicitly declares that NDB is no longer required to guarantee the succession plan, nor can NDB be held liable for any damage that might occur during that period. If after reminders the client still fails to pay for the provided services and products or fails to comply in any other way, NDB has the right to terminate the contract (in whole or in part) without prior notice. This happens via a simple registered letter.

Article 13. Jurisdiction and applicable law

If one or more stipulations of these terms and conditions would not be applicable, the rest remain unaffected. The rights and obligations under agreement between NDB and the client can not be transferred, in whole or in part, without the prior written consent of NDB. For any disputes arising between NDB and the client, Lugano is the sole place of jurisdiction. The legal relationship between NDB and the client is subject to Swiss law.