
General conditions UniWeb BV

version 2020.01.01

's Herenweg 16, 1860 Meise
HRB 646915, BTW: BE 0472.383.367

Please note: Translations of the UniWeb BV General Conditions are provided in English and French for the convenience of our non-Dutch-speaking customers. Nevertheless, only the original Dutch-language versions are legally binding.

A. General Conditions

B. Additional product-specific conditions

- B1. Domain names
- B2. Webhosting-services
- B3. Web Development

The general terms of UniWeb BV includes the general terms as well as the product-specific conditions.

Except for specific written agreements between UniWeb BV and the Customer, the general conditions, supplemented with the product-specific conditions, are valid. UniWeb BV can change these conditions at any time, provided the changes are communicated to the interested parties, two weeks in advance. The most recent version can be requested by letter or read on the website <http://www.uniweb.eu>

Except for specific written agreements, these conditions have priority to the purchase conditions of the Customer.

The invalidity of a clause of this agreement does not bring along the invalidity of the agreement.

A. General Conditions

1. DEFINITIONS

The following definitions are valid for the terms used in these General and Product-specific Conditions:

- 1.1. UniWeb: UniWeb BV, 's Herenweg 16, 1860 Meise, België, Enterprise number: 0472.383.367
- 1.2. Customer: the natural person or legal entity, unincorporated partnerships as well as their representative and authorised person, who have concluded or want to conclude an agreement with UniWeb.
- 1.3. Service: the services named on the order form (online as well as printed versions) and/or contracts.

1.4. Reseller: an agent between the Customer and UniWeb BV, acting with the permission of the Customer.

1.5. Internet: world-wide TCP/IP (Transmission Control Protocol/Internet Protocol) network of interconnected private and public computer networks.

1.6. Domain name: a name of a computer connected to the Internet (e.g. UniWeb.be), which corresponds to a series of numbers (also called Internet Protocol (IP) numbers), which is used for addressing information (e.g. a website) on the internet.

1.7. Registry: an organization, authorized by ICANN (e.g. DNS Belgium) to manage one or more top level domain names (e.g. .be)

1.8. Registrar: company authorized to submit requests for the registration and renewal of domain names.

1.9. Third-party software: software provided by another software developer than UniWeb.

1.10. Netiquette: the rules of use for internet users

1.11. Order form: beside the usual meaning, this also refers to work order, change request and an on-line order form.

2. ORDERING

2.1. When the Customer orders and accepts services, he must fill in and sign an order form, from the Customer or UniWeb. The Customer acknowledges explicitly that an order form or contract submitted by him through fax, e-mail or the web, has the same value of authenticity as the original document.

2.2. A digital receipt of the order from UniWeb does not involve the realization of the agreement.

2.3. The order is accepted only after written confirmation by UniWeb. Starting the processing of your order is also a confirmation, unless it is done with reserve.

2.4. UniWeb reserves the right to refuse a request or order.

3. CANCELLATION

3.1. Any cancellation of an order or agreement must be done in writing.

3.2. In case of cancellation by the Customer, a lump-sum compensation of 25 % of the price of the order is payable, with a minimum amount of 125 EUR, and expressly subject to a legal claim in court by UniWeb of the actual damage caused.

4. DELIVERY OF SERVICES

4.1. The delivery period is only provided as information and is therefore not binding, unless agreed upon otherwise

4.2. A delay in the processing of an order can never result in a compensation or rescission of the agreement.

4.3. UniWeb provides the Services in accordance with these conditions, with the demanded competence and in accordance to good industrial practice. The Customer recognizes that it is impossible to deliver the Services free of error and that UniWeb does not give any guarantee to provide error-free services.

5. PRICE

5.1. Prices of offers are valid during the period mentioned on the offer. When there is no regulation, offers are valid during 15 days. Prices mentioned in catalogues, flyers or other promotional material are only informational and indicative of the real prices and cannot be a reason for cancellation by the Customer.

5.2. All price offers are based on information, communicated to UniWeb by the Customer. While delivering the Service, additional work may be needed. UniWeb will inform the Customer about this in advance in writing. The Customer accepts to pay the costs of the additional work as mentioned on the invoice.

5.3. All prices are exclusive VAT or other applicable taxes. The Customer will pay the VAT and other applicable taxes.

6. PAYMENT

6.1. The invoices of UniWeb are payable at the principal place of business of UniWeb. The balance of the invoice must be paid within 8 days after the invoice date, unless otherwise agreed to in writing.

6.2. If an uncontested invoice is not paid on its due date, it will be raised (without a preceding proof of default) by 15 % of the total invoice amount, with a minimum of 125 EUR. Furthermore, the Customer legally pays for every outstanding amount, without a preceding proof of default, an interest of default of 12 per cent as from the expiry date of the invoice until the complete payment.

6.3. Unless otherwise agreed to in writing by the parties, invoices shall be paid on the account number of UniWeb at KBC, which is, IBAN BE03 734002801184 with BIC: KREDBEBB, mentioning the references of the current agreement.

6.4. To be valid, any complaints must be sent to the head office of UniWeb in registered writing, within 8 days after receiving the invoice. If no complaints were received during this period, the invoice is considered to be completely accepted by the Customer.

6.5. In case of failure by the Customer, UniWeb preserves the right to block the service completely or partly for usage, without claimed damages by the Customer. If all invoices are paid, reactivation will only take place if an amount of 50EUR is paid.

7. USE OF THE SERVICE

7.1. The Service is delivered exclusively to the Customer. The Customer commits to never selling, renting, copying, modifying or allowing use by third parties without prior written consent of UniWeb.

7.2. UniWeb reserves the right to transfer the agreement with the Customer to a third party. UniWeb will immediately inform the Customer of such a transfer.

7.3. The Customer will only use the Service in accordance with the current and future legislations. The Customer will never use the Service for illegal purposes or to cause damage to the Customer or a third party. On first request of UniWeb, the Customer will remove the content of its website which is not conformable to the current legislation. The Customer will protect UniWeb against each claim from a third party regarding this.

7.4. The Customer follows the Netiquette, as well as the normal rules of conduct.

7.5. The Customer agrees on informing UniWeb of each change of address (postal as e-mail address). The Customer will immediately inform UniWeb in writing or by email in case of modifications in details which are relevant for UniWeb.

8. GRANT OF LICENSE – PROPRIETARY RIGHTS

8.1. The Customer is not allowed to modify the object code of the services delivered by UniWeb.

8.2. The Customer acknowledges that all software delivered by UniWeb remains the property of UniWeb or third party licence holders.

8.3. The use of the service contains the acceptance by the Customer of all software licences which are related to the Service.

8.4. The Customer will behave in a responsible way when using the hard- and software

9. DEFECTS

9.1. Any patent defect or shortcoming in the provision of services or non-conforming delivery must be immediately reported by the Customer to UniWeb in writing within 24 hours. After this period, the service shall be deemed to have been definitively accepted.

9.2. Any latent defects must be reported to UniWeb in writing within a period of 7 days after their discovery.

9.3. UniWeb can, in principle and in so far as possible, only be held to recovery in kind, i.e. to perform the job entrusted to it once again.

10. LIABILITY

10.1. UniWeb is not liable for damage caused to third parties by actions and/or behaviours of the Customer, except in those cases where the damage occurred in part due to the gross negligence or intent of UniWeb. UniWeb can never be obliged to compensate indirect damage, such as consequential damage.

10.2. UniWeb can never be held liable for damage deriving from the use of the service by the Customer or by a third party, such as the removal or the loss of files and other data (due, for example, to viruses, hackers, etc.), defects or delays in transmission, malfunctions of the servers or the internet, changes to the website.

10.3. UniWeb is not liable and will not be liable for damage deriving from the use by the Customer of his internet access, nor from his use of the internet for whatever purpose, for or by means of whatever information or other service, and for or by whatever goods, obtained or sought thanks to the service or the internet.

10.4. UniWeb excludes all liability for the transmission, receipt or hacking of information of whatever kind, obtained or passed on via the service.

10.5. The Customer will indemnify UniWeb for all claims which third parties may pursue against UniWeb as a result of an erroneous and/or illegal use of the information system. The Customer must immediately notify UniWeb and provide detailed information about any event or situation which relates to the service and which could give rise to a claim by a third party against UniWeb. The Customer will grant all reasonable cooperation which is necessary to defend against such complaints.

11. FORCE MAJEURE

11.1. UniWeb will not be liable for shortcomings, failure or delay in the services which arise as a result of force majeure. Force majeure includes all events which are beyond the control of the parties.

11.2. UniWeb will not be liable for the damages, which the customer suffers caused by war, civil commotion, fire, floods, natural disaster, strikes, hold-ups, attacks, interruption of telephone- and information systems, errors or delays caused by other organizations and agencies, such as providers and internet servers, or other cases which can be compared with force majeure.

12. INTERRUPTIONS – UPDATES – INSTRUCTIONS

12.1. UniWeb is authorized to take the information system temporarily and briefly out of service in order to fulfill its maintenance and repair obligations, as well as for possible updates. In the event of non-performances by the Customer or in the event of violations of the law by the Customer, or at the request of judicial authorities, UniWeb is authorised to take the information system out of service, either temporarily or definitively. The Customer waives any possible compensation as a result of the information systems temporary or definitive removal from service.

12.2. UniWeb reserves the right to change, update and adapt the technical specifications of the services, as well as any part of the UniWeb computer network (including the web servers) and software offer (both UniWeb software and third-party software). UniWeb will take all reasonable measures to ensure that the adaptation is done without reducing the execution, quality, security or speed of the services.

12.3. UniWeb may, with regard to the service, give to the Customer instructions which, according to UniWeb, are reasonably necessary for the security or quality of the services to the Customer, UniWeb's other Customers and/or end users. UniWeb also

follows specific procedures in order to be able to guarantee the proper installation and operation, security and speed of the services. The Customer will scrupulously comply with all instructions and procedures of UniWeb with regard to the service.

13. CONFIDENTIALITY

13.1. UniWeb and the Customer undertake to keep secret all commercial and technical company-specific information of which they gain knowledge from one another as of the signing of the present agreement.

13.2. All information which is designated as such by a party, as well as all information which by its very nature or by the circumstances must be regarded as confidential, shall be regarded as confidential.

14. PROCESSING PERSONAL DATA

14.1. The Customer guarantees that he will follow any relevant. Legislation concerning the protection of data and privacy to the letter and that he will refund UniWeb for any loss or damage, that UniWeb can incur as a result of a violation of such legislation.

14.2. The Customer grants to UniWeb express, unequivocal authorisation to record his name and other data for internal use, and for the purpose of the service, unless expressly refused in writing by the Customer.

14.3. If the Customer as 'controller' within the meaning of the General Data Protection Regulation (GDPR) processes personal data with the use of the services, products and goods from UniWeb, the Customer must conclude a 'data processing agreement' with UniWeb based on the GDPR and use the option that is offered thereto by UniWeb. Insofar as the Customer does not use the option offered by UniWeb to conclude a data processing agreement, the Customer guarantees that he will not use the services and goods delivered to process personal data and the Customer indemnifies UniWeb against all damage and claims based on the statement that any processing of personal data with the use of the services or goods would be unlawful.

14.4. If the Customer as natural person ('data subject' within the meaning of the GDPR) uses the services, products or goods of UniWeb, UniWeb will comply with all obligations that the GDPR imposes on UniWeb as 'controller' in accordance with the privacy policy and registration policy of UniWeb (<https://www.uniweb.eu/privacy-policy>).

14.5. The Customer acknowledges that UniWeb may be obliged by a current or future law to grant access to data of the Customer. UniWeb will turn over such data only to the competent authorities.

14.6. UniWeb will lend its cooperation to all judicial proceedings and investigations by judicial authorities, in order to detect criminal offences. Such cooperation can never give rise to indemnification to the Customer's benefit.

15. PERSONNEL

15.1. The parties will not recruit employees of each other as from the start of the collaboration until one year after the project termination, unless a written permission of the other party.

15.2. Violation to this rule causes damages of 100,000 EUR.

16. REFERENCES

16.1. The Customer agrees that his logo, name, screenshots and url's may be used by UniWeb as a reference, such as a mention on the website and in brochures of UniWeb.

16.2. Beyond this, the Customer will allow UniWeb, when the latter has developed a product, to apply the mention 'developed by UniWeb', together with a link to the website of UniWeb. This may not be removed by the Customer.

17. TERMINATION

17.1. In the event of non-performance by the Customer, UniWeb has the choice between either continuing performance in kind and demanding payment, or demanding dissolution of the agreement. In the latter case, the Customer will also owe damages to UniWeb. UniWeb also reserves the right to discontinue its performances, in the event of non-performances by the Customer, without reimbursement to the Customer.

17.2. The agreement between UniWeb and the Customer can be terminated immediately and without prior notification in the event of discontinuation of the activities, bankruptcy or judicial composition of the Customer.

17.3. The parties can put an end to the agreement by mutual agreement.

17.4. The agreement ends ipso jure at the end of the contract period.

17.5. UniWeb can cancel the agreement unilaterally, subject to respect of a one-month notice period.

18. INVALIDITY CLAUSE

The invalidity of one clause of these general conditions or the product-specific conditions does not entail the invalidity of this agreement as a whole. The two parties will replace the invalid provision by a valid one which as far as possible will fulfil the intentions which lie at the basis of the agreement.

19. APPLICABLE LAW AND COMPETENT COURT

Any dispute arising from the interpretation or the execution of the General Conditions or any other agreement is subject to Belgian law and falls under the exclusive jurisdiction and the competent Dutch-language courts of the place of establishment of UniWeb's registered office.

B. PRODUCT-SPECIFIC CONDITIONS

B1. DOMAIN NAMES

1. For the registration of a domain name, the Customer must indicate that he has read and accepted the general conditions of the national or international registration authority concerned, hereafter referred to as the 'Registry'.

2. The domain name agreement is entered into for a period of at least 1 year and is tacitly renewed thereafter by the same period. Compensation for the service is owed immediately, either at the time of the registration or at the time of the renewal.

A domain name can only be cancelled in writing at least one month before expiry of the period.

If a domain name agreement is entered into for several years, the money is not reimbursed upon change of Registrar or cancellation. If a transfer of the domain name to another Registrar is requested, the Customer will owe the annual fee once again to his new Registrar and UniWeb will no longer pay an annual fee to the Registry.

3. The Customer does not have the right to renounce a purchase after ordering. Once a domain name has been registered by UniWeb for the Customer, the registration can no longer be undone and the amount owed for the chosen period must be paid, even if the domain name was not used.

Given the immediate execution, the Customer expressly waives his right of renunciation.

4. UniWeb reserves the right not to proceed with registration or renewal of the domain name if the Customer has not immediately paid the amount owed.

After outstanding amounts are paid, reconnection can only take place in exchange for a one-time payment of a lump-sum amount of 50.00 euros, and in so far as the domain name is still available. The obligation to pay the fee for the service during the period of non-use continues to apply in full, unless the agreement is dissolved by UniWeb.

5. The Customer agrees that the name, address information, e-mail address and telephone and fax numbers of the owner of the domain name be included in the WHOIS database of the Registry, which is publicly accessible.

6. UniWeb may in absolutely no way be held responsible if the registration of the domain name(s) should be rejected by the Registry or should later be declared null and void, annulled or suspended for whatever reason.

UniWeb is not responsible if, between the period of the request for a domain name and the date of effective registration, or between the period of the request and the payment by the Customer, the domain name requested by the Customer was registered by a third party.

Under no circumstances can UniWeb be held responsible when the domain name desired by the Customer cannot be registered for whatever reason.

Under absolutely no circumstances may UniWeb be held liable for special damage, incidental damage or damage deriving from the registration procedure, or for interrupted communication, lost data or lost profits, which the Customer should incur as a result of or in connection with a domain name registration.

7. The Customer is at all times the sole party responsible for the information sent in and for complying with the rules and requirements of the Registry, even if they were not communicated by UniWeb.

The Customer is and remains the sole party responsible for the chosen name and for the decision to proceed with the registration thereof as domain name.

The Customer may in absolutely no way use the offered services for committing offences, causing harm or nuisance vis-à-vis UniWeb or vis-à-vis third parties.

8. The parties expressly declare their agreement that UniWeb's responsibility, as the occasion arises, may not be higher than the amount paid by the Customer for the same services or products of the year preceding the claim for indemnification.

Under no circumstances does the registration of domain name(s) constitute a result obligation on the part of UniWeb.

9. This agreement is non-transferable.

10. The general conditions are applicable in full to all situations which are not regulated by the product-specific conditions.

B2. HOSTING SERVICES

1. The hosting services include the provision of storage space for electronic files, bandwidth, data traffic and resources on the servers of UniWeb (systems) during a specific period.

Typical applications of hosting services are website hosting, database hosting, e-mail hosting. For this, UniWeb delivers the hardware and/or software which, in its judgement, it deems appropriate.

2. The hosting agreement is entered into for a period of at least 1 year, and is tacitly renewed by the same period. A hosting agreement must be cancelled in writing at least one month before the expiry of the period.

Compensation is owed immediately either as of the commencement date or as of the renewal.

3. In the event of late payment, non-payment or failure to observe the conditions and/or use limits, UniWeb can, in addition to the sanctions described in the general conditions, completely block use of the Service, effective immediately. Beyond this, UniWeb can dissolve the agreement without reimbursement of the already- paid subscription fees.

After the outstanding amounts are paid and/or the use limits are again complied with, the reconnection can only take place after a one-time payment of 50 euros by the Customer to UniWeb. The obligation to pay the price during the period of non- use continues to apply in full, unless the agreement is dissolved by UniWeb.

4. UniWeb will take reasonable steps in order to ensure that the systems are accessible 24 hours a day and 7 days a week for internet users. UniWeb does not guarantee unrestricted access to the internet. The Customer acknowledges that this access can depend on circumstances and infrastructure over which UniWeb has no control. In that event, absolutely no indemnification can be owed.

UniWeb also reserves the right to switch off the access temporarily for maintenance operations and routine upgrades. Absolutely no indemnification will be owed in that event.

5. UniWeb will take all reasonable measures to ensure the security and confidentiality of the files of the Customer vis-à-vis third parties, except for circumstances and infrastructure over which UniWeb has no control.

UniWeb reserves the right to change the system specifications of its hardware and/or software without advance notice.

6. The Customer is exclusively and completely liable for all of the information and content which is made available or passed on via the systems which are reserved for the Customer, either by himself or by other users.

The Customer will act and behave in conformity with what may be expected of a responsible and careful internet user.

The Customer confirms that the content and the material that is used or is provided for use to UniWeb is legal and does not constitute an infringement of the rights of third parties, intellectual property rights, privacy legislation or similar rights of other parties, the Netiquette, the agreement and these conditions.

This includes - among other things, but not exclusively - the following actions and behaviours:

- the unrequested sending of e-mail with similar content and/or the posting of soliciting messages in newsgroups on the internet (spamming);
- illegal violation of copyright-protected works or otherwise acting in conflict with the intellectual property rights of third parties;
- making public and/or disseminating child pornography
- the illegal penetration of other computers or computer systems on the internet (hacking);
- the sexual intimidation or other forms of harassment of individuals.

UniWeb reserves the right to inspect all content which is placed by the Customer on its systems, with the exception of e-mail messages.

If it is determined that the Customer has violated the provisions of this article, UniWeb can unilaterally suspend and terminate the service, without any form of indemnification being owed.

7. The Customer is entitled to his own user name and password, with which he receives access to the systems reserved for him.

The passwords must be at least 8 characters long and contain at least one capital letter, one small letter and one figure.

UniWeb reserves the right to demand encryption keys which are in the Customer's possession and which are used with regard to the information which is saved on a UniWeb server, and to change them as necessary, if this is required for a lawful inspection in conformity with the law and the agreement.

The Customer guarantees that the user names and passwords used by him will remain strictly confidential and not passed on to third parties, and that no information or content of UniWeb will be disclosed to third parties without the express written approval of UniWeb.

8. The Customer must use the SMTP server of his internet access provider for sending e-mail. The users must respect a waiting period of at least 3 minutes between successive checks for new e-mail messages.

9. Secure shell access is possible only after written approval by UniWeb and the signing of specific security conditions.

10. The use of own scripts is allowed in so far as this will not threaten the normal functioning of the UniWeb systems.

The Customer is himself liable for errors in the software and the possible consequences thereof, such as but not limited to: hacking of the server, misuse of the server, technical server problems, etc.

UniWeb reserves the right to remove scripts and executable files of the Customer for security reasons, or when the speed, quality or the Service for the other users or for UniWeb itself would be threatened or because of non-compliance with these conditions.

11. The data traffic will be measured and monitored by UniWeb on a recurrent basis. The Customer acknowledges having been informed of the annual traffic limits as included in the hosting package.

When this traffic is exceeded, the Customer will be informed and will be charged an extra cost of 0.04 € / MB of data traffic.

If the limit is repeatedly exceeded, the hosting package will be adapted so that the use limits are again complied with.

When the traffic remains below the limit, however, the difference is not reimbursed.

12. UniWeb makes backups exclusively for its own use, such as the reconstruction of data in the event of system failure.

The Customer himself is responsible for making back-ups for personal use. UniWeb can never be held liable for the loss of data of the Customer.

13. The parties expressly declare their agreement that UniWeb's responsibility, as the occasion arises, may not be higher than the amount paid by the Customer for the same services or products of the year preceding the claim for indemnification.

14. This agreement is non-transferable. The Customer does not have the right to sublet or re-bill the hosting service of UniWeb to third parties, except with the express approval of UniWeb.

15. The general conditions are applicable in full to all situations which are not regulated by the product-specific conditions.

B3. WEB-DEVELOPMENT

The General Sales Conditions apply in full to all the situation that are not regulated by the product-specific conditions.

1 SUBJECT

The software will be delivered in sourcecode and objectcode.

2 TIMETABLE

The development of the web application will be executed in different phases.

UniWeb shall offer each phase for acceptance by the Customer within the contractual schedule.

A new phase only starts as from the intervening acceptance of the previous phase.

UniWeb immediately informs the Customer about possible delays occurred during the realization of the information system.

Such delays can bring along the payment of a penalty, only when this is explicitly agreed on by both parties.

If the delay is caused by the Customer, the penalty expires.

The realization schedule is suspended as from the delivery until the acceptance.

Except for a contractual penalty, the Customer cannot claim any additional compensation for a possible delay.

3 CHANGE REQUEST

A 'change request' (change of project) can only be made by writing and in time, and requires in all cases the acceptance of UniWeb.

In case there is no agreement on the change request, both parties can terminate the change request agreement by providing a written registered notice to the other party. Upon termination of this agreement, the Customer has to pay a fee to UniWeb for work completed to date at the agreed hourly fee. In case of a 'change request' the Customer cannot claim any compensation or repayment of the amount already paid.

In case of an accepted 'change request' the agreed delivery terms expire, as well as the specifications of the project. Parties will revise them among themselves.

4 DOCUMENTATION

The Customer agrees on putting all necessary documentation for the development of the project at the disposal of UniWeb on first request.

5 ACCEPTANCE

UniWeb presents the client the project or any agreed part for acceptance. This delivery takes place according to the agreed timetable.

In case there are several deliveries agreed, the final approval will take place after delivery of the latest part.

The web application will – in occurring case by phase- be subjected to an acceptance test in accordance with the testing plan set up by the Customer and UniWeb.

The results of this acceptance test are noted in a testing report. When there is notified that the web application does not meet the functional and/or technical description, the remarks will be noted in the testing report.

If no remarks are made by the Customer in the testing report, the report will be approved and the web application or the relevant part shall be accepted.

In case the client does not notify UniWeb of any errors, but the report is not explicitly accepted, the web application shall nevertheless be accepted 7 days after the acceptance test, unless another time limit is agreed.

UniWeb shall endeavor to correct any errors notified by the Customer within an agreed time line, unless the error is caused by the Customer.

After the agreed modification time, a new acceptance test shall be organized.

The agreed schedules will be suspended as from the offer for acceptance until the acceptance by the Customer.

6 GUARANTEE – HIDDEN DEFICIENCIES

Unless otherwise agreed to in writing by the parties, UniWeb guarantees the Customer a warranty of 3 months as from the final delivery of the web application.

During this period UniWeb will correct and bring the web application into conformance with the specifications, at UniWeb's sole expense and without charge to the Customer, within a reasonable short timeline, as agreed on by the parties.

The guarantee can be extended by subscribing to a UniCare contract.

The Customer may not hold UniWeb liable for possible damages caused by loss of property or lack of income during the period of reparation.

The warranty of UniWeb is restricted to hidden deficiencies, which could not be detected at the moment of the delivery and so far not be communicated by the Customer.

Possible hidden deficiencies are to be reported in registered writing to UniWeb within 7 days after notification.

Hidden deficiencies can only be: deficiencies of which the Customer could impossible have knowledge at the time of the delivery, and which are to such an extent that they make the web application unsuitable for use.

This warranty is not valid if the hidden deficiency could impossible be foreseen. The warranty is not valid if the Customer does not maintain the web application in a normal way or if the failure is due to poor maintenance. Costs of maintenance are at charge of the Customer. The warranty expires if the Customer himself or a third party has tried to make corrections or modifications to the web application, has not followed the user's instructions or has used the web application in a careless way, and when the Customer has not immediately communicated possible errors with all related information to UniWeb. Under no condition UniWeb can be held liable for consequential loss.

During the warranty period, UniWeb will set up a helpdesk where the Customer's employees can address during regular working hours their questions about the use of the information system.

7 DISEASES AND SECURITY

UniWeb guarantees that at the moment of delivery the developed web application does not contain any diseases (such as time bombs, Trojan horses or viruses).

The presence of a 'disease' which causes modifications in the web application will not be corrected by UniWeb, regardless of the guarantee mentioned in Clause 6.

UniWeb cannot be held liable for the damage of which the Customer or a third party is suffering due to such 'diseases'. Unless otherwise agreed to in writing by the parties, the Customer himself provides the necessary security measures.

The Customer provides the necessary security measures against outside invasions by a third party. UniWeb cannot be held liable for the consequences of such violations.

8 RISKS

The risks are transferred to the Customer at the moment of the acceptance of the project by the Customer.

9 PAYMENT

The payment will be made in accordance with the following terms:

Amount lower than 3000 EUR
100% upon delivery and acceptance of the project

Amount between 3000 and 10000 EUR
60% after having signed the current agreement
40% upon delivery and acceptance of the project

Amount above 10000 EUR
40% after having signed the current agreement
30% upon delivery of design
30% upon delivery and acceptance of the project

The expiry date of the invoice is 30 days after the date of acceptance. Exceptions on payment terms can be agreed upon with a cost increase of 2% per month.

In case the web application is not ready within the agreed timeframe beyond the will of UniWeb (such as logo or other material not delivered on time) UniWeb will nevertheless invoice the amount due 10 days after the agreed delivery date.

10 GRANT OF LICENSE – PROPRIETARY RIGHTS

On receipt of the total fee by UniWeb, UniWeb grants the Customer an interminable, non-exclusive license to make use of the software developed by UniWeb.

UniWeb guarantees the Customer that she is competent to supply this and that these user rights does not violate the performing rights of a third party.

If modules developed by a third party are used, then the applicable licenses on these modules remain valid.

UniWeb hereby reserves for itself all rights in and to the UniWeb software. The same right is valid for the software developed by a third party, who is the only owner of this software.

The Customer may under no circumstances transfer, rent or sell, copy or modify the software developed by UniWeb to a third party without written permission of UniWeb.

Violations against this principle results in the immediate termination of the user rights and might even result in the termination of the agreement with damages.

The Customer gives UniWeb the right to dispose of the material, documentation and information of which he has the intellectual rights for the execution of the current agreement. The Customer will protect UniWeb against every claim initiated by a third party against UniWeb.

Under no circumstances will the Customer touch on the objectcode of the software (reverse engineering)

11 LIABILITY

A possible failure of UniWeb can only be reimbursed in kind. UniWeb is only obliged to re-execute the consigned order.

UniWeb is not liable for damages caused to a third party by actions and/or behavior of the Customer.

The Customer will indemnify UniWeb from all claims made by a third party to UniWeb as a result of an incorrect and/or illegal use of the web application.

The Customer shall use the developed web application with consideration of the applicable law, customs, and as a normal and careful person.

UniWeb can never be held liable for the compensation of indirect damages, such as consequential loss or any argument from a third party.

The liability of UniWeb for professional mistakes is anyhow limited to the amount for which UniWeb is insured in the policy professional liability.

12 RESCISSION – DEFAULTS – TERMINATION

If the Customer himself terminates the agreement, a fee of 40 per cent of the entire project cost needs to be paid to UniWeb, as far as there has not been an intervening delivery.

In case of default by the client, UniWeb can either decide to claim payment, or the termination of the agreement. In the latter case the Customer shall pay damages to UniWeb.

UniWeb preserves the right to suspend its performances in case of default by the Customer.

If the web application is not approved by the Customer after a third acceptance test (concerning that particular part), parties can terminate the agreement by registered writing within 7 days after the third acceptance test and with a compensation to UniWeb for the delivered tasks against the agreed hourly fee.

The agreement between UniWeb and the Customer can be terminated immediately and without preceding notice in case of suspension of the activities, bankruptcy or judicial agreement from the Customer. A simple notification is satisfactory.

Parties can terminate the current agreement in mutual understanding.

13 MAINTENANCE

Unless otherwise agreed to in writing by the parties, UniWeb has no agreement to maintain the website application delivered.

Parties can arrange a Unicare contract for the website application developed by UniWeb.

This contract extends the guarantee and includes different pro-active maintenance tasks such as compatibility screenings, security and technical problems.

14 RETIREMENT – REMOTE SUPPORT

UniWeb has the right to hold the web application temporarily in order to execute her guarantee obligations or other services on behalf of the Customer.

The Customer cannot claim possible damages if the web application is temporarily out of order.

The Customer grants UniWeb permission to modify the web application in order to meet his guarantee obligation.

15 USER SUPPORT

Whenever you need help, require information or want to report a problem you can address the “Unicare support” helpdesk for user support by a skilled professional during business hours.

Any request of a client to explain, check, solve, execute or modify are considered as a user support request.

User support does not include the development of new products or applications.

Typical user support includes:

- The advice given via telephone or e-mail by a technical employee of UniWeb concerning the use and functioning of the products which were developed by UniWeb
- Verifying or looking up information on request of the client (exports, passwords, backups, ...)
- The implementation of small adaptations and changes to the existing application if less than 2 hours of work
- Repairing defects that are not covered by the UniCare contract

The performance is charged to the Customer individually according to the number of support hours performed by UniWeb.

“Unicare” Customers can make use of this support at a lower tariff.