

## **General Conditions Beeple (valid from 01/06/2018)**

These Terms and Conditions govern your use of the Services that you purchase from Beeple. By using this Service you agree to be bound by these Terms and Conditions and you agree that no other conditions will apply, except if they have been accepted in a written agreement between you and Beeple.

Beeple NV ("Beeple") is a Belgian company with headquarters in Gitschotellei 119, 2600 Berchem, registered in the Kruispunt Bank for Enterprises under number 0647,889,625. Our contact details are available on our website [www.beeple.eu](http://www.beeple.eu).

Reference may hereafter be made in the following ways to Beeple "We" or "Us". "You" can be referred to as follows: "Client" or "your Company".

Individually, Beeple and the Client can be referred to as "Party" or together are referred to as "Parties".

### 1. DEFINITIONS

#### **Account Details:**

requires the login and password of the Client to access and make use of the services;

#### **Data:**

means the information, data, text, materials that the Client in the framework of the Services shares or makes available on the Platform;

#### **Services:**

means the applications chosen by the client and all the performance and functionalities which Beeple in connection therewith delivers, including the management, availability and the operation of the Platform;

#### **Intellectual Property Rights:**

means intellectual property rights, including copyrights, rights in logos, inventions, trade secrets and know-how, design rights, patents, trademarks, database rights, all rights in computer software and data, all intangible rights with respect to the foregoing, in any case throughout the world and whether registered or not; and including all approved registrations and applications for registrations, renewals or extensions, the right to claim damages in case of infringements and all other similar forms of protection which apply wherever in the world; personally identifiable information means any information relating to an identified or identifiable natural person;

#### **Platform:**

means the hardware and software through which the Services are delivered;

#### **Software:**

means the computer program that is part of the services, and is installed on the Platform;



## 2. SERVICES

2.1. Beeple grants Client access to and a right to use the Services after the Client has indicated which services they wish to purchase and after having fully completed the registration process on the website, including the explicit acceptance of the Terms and Conditions.

2.2. The various Services are explained in detail on the website by Beeple. Specifications concerning the technical features and functionalities of the Services are available on the website or can be obtained from Beeple upon request.

2.3. The right to access and to use the Services is granted to the Client on a non-exclusive, nontransferable manner and applies to the entire world.

2.4. Services include facilitating some aspects of the status of the Client as an employer. In no event does Beeple assume tasks from the Client associated with that status. The Client shall at all times remain responsible and accountable towards its employees and to third parties as regards its capacity as an employer. The Client itself will continue to meet its legal obligations towards its employees. Through the Services, Beeple supports its clients, but does not in any case take the place of the Client. Through the provision of the Services, no link between Beeple and the employees of the Client is created.

2.5. The Services are provided without any guarantee of a particular application, other than as described on our website or in documents issued by Beeple.

2.6. The Client accesses the Services by logging in with the account information. The account information may only be used by the Client and not be passed on to other companies, whether affiliated companies or not.

2.7. To carry out the Services, Beeple, without discussing it with the Client, may appeal to a third party, including but not limited to hosting service providers.

## 3. CLIENT'S RESPONSIBILITIES

3.1. The Client must keep his account information secret at all times. The Account Information may only be communicated to employees who should make use of the Services. Client will take reasonable technical and organizational measures to ensure the confidentiality of the account information. At the first request of Beeple the Client will inform Beeple about the measures taken. The Client shall be liable for damage caused by the unauthorized use of account information.

3.2. The Client is obliged following any loss or theft of their account information to immediately report this to Beeple. Beeple is entitled in such a case, but not obliged, to block the Account Information.

3.3. The Client is responsible for its own hardware and software necessary for gaining access to the Services. The Platform is compatible with the most commonly used computer systems. From Beeple, you can obtain information regarding the compatibility of the Platform and your systems.

3.4. The Client will inform Beeple without delay of faults, limitations or problems they are experiencing in the Platform.

#### 4. DATA

4.1. Data remains at all times the property of the Client. Beeple will only use the Data in accordance with the provisions of the Terms and Conditions.

4.2. If the Data entirely or partially infringes the rights of third parties (including, but not limited to, copyright) or is not authorized by law (for example, but not limited to, racist or defamatory Data) the Client must inform Beeple of the situation and immediately delete such Data from the Platform (i) once the client has become aware or should reasonably have this qualification, or (ii) after Beeple has requested the Client to do so. Beeple can in no way be liable for damage caused by Data. This responsibility rests with the Client.

4.3. The Client is responsible for ensuring that the data is free of errors, computer viruses, bugs or other deficiencies which could harm third party data on the Platform or the Platform.

4.4. Beeple will anonymize the Data following conclusion of the Terms.. That means Beeple will cause the data not to refer to an identified or identifiable natural person and that they are made anonymous so that the person concerned is not or no longer identifiable. Beeple is entitled, even after the termination, to use this anonymous data for statistical and analytical purposes, for example, but not limited to, the improvement of its Services and to develop new Services.

#### 5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Intellectual Property Rights resting on the services and on the Platform belong in their entirety to Beeple. Signing this agreement in no way implies that Beeple is transferring Intellectual Property Rights to the Client.

5.2. Intellectual Property Rights that remain on the Data are property of the Client. The Client grants Beeple the right to use these Data in order to provide the Services to meet its obligations under these Terms and as otherwise provided in these Terms and Conditions.

#### 6. UPDATES (MODIFICATIONS TO THE SOFTWARE)

6.1. Beeple can perform on its own initiative updates and / or modifications to the Platform. These updates and / or modifications are performed automatically, without the Client having to grant this permission and so the Client can always enjoy the latest version.

6.2. No fee will be charged for updates and / or modifications Beeple conducts on its own initiative.

6.3. Performed updates and / or modifications shall be deemed to form part of the Platform and are subject to these Terms and Conditions.

6.4. Updates and / or modifications may have an impact on the functioning and availability of the Platform. Beeple will use reasonable efforts to minimize this impact.

#### 7. DATA PROCESSING AGREEMENT

7.1. Beeple stresses that in the processing of the Data on the Beeple platform, including Personal Data, it will act as a processor within the meaning of the European Regulation of April 26, 2016 on the protection of privacy with regard to the processing of personal data ("General Data Protection Regulation"). The Client will act as the controller for the processing of personal data. We will not

process your Personal Information for purposes other than the provision of services, unless otherwise provided in these Terms and Conditions. We will only process this personal information at your request and in the context of this agreement and for the duration of this agreement, unless otherwise specified.

7.2. The Client is responsible for its obligations in its capacity as responsible for the processing of personal data as specified in the GDPR regulation, to comply.

7.3. Beeple confirms that it complies with its obligations as a processor of Personal Data in accordance with the GDPR regulation. This includes proceeding where possible to pseudonymization and encryption of the Personal Data and the technical and organizational measures for the processing of Personal Data.

7.4. In order to allow Beeple to provide the Services, the Client will submit at least the following

Personal Information:

Name, address, nationality, e-mail, phone number, contact information in case of emergency, bank account number, place of birth, social status and profile picture.

7.5. If the Client also transfers to Beeple Personal Information concerning health, the Client must notify Beeple explicitly about this.

7.6. For the processing of Personal Data, Beeple will possibly rely on a third party, as defined in Article 2.7 of these Terms and Conditions, but is not obliged to do so. This third party will be classified as a sub-processor. The sub-processor is explicitly requested by Beeple not to process the Personal Data outside the European Economic Area. Beeple indicates that this sub-processor provides sufficient guarantees in respect of the technical and organizational security measures with regard to the processing of personal data. You agree to use this sub-processor.

7.7. Beeple may use the Personal Information provided by you for statistical and analytical purposes.

7.8. Beeple will keep these Personal Data for the duration of these Terms and Conditions. At the termination of these General Terms and Conditions, these data will be deleted or anonymized, as defined in Article 4.4 of these Terms and Conditions.

7.9. Beeple will immediately, and in any case within 24 hours, notify the Client in case of:

- Investigation, summons or request for inspection or control from a competent government agency;
- Intention to disclose personal data to a competent authority;
- Detection of or reasonable assumption that a databreach has occurred.

In the event of a databreach, Beeple will immediately take adequate measures. In addition, Beeple will provide the Client with all relevant information regarding the data breach. In order to tackle the Data breach as efficiently as possible, Beeple will offer its full cooperation to the Client.

7.10 For information about the rights of users with regard to Personal Data, we refer to our privacy statement which you can find on our website.

## 8. AVAILABILITY (SERVICE LEVEL)

8.1. Beeple endeavors and will provide all necessary and reasonable effort to enable the Platform to provide clients for 99.99% of the time (calculated from midnight on the first day of the month until midnight on the last day of the month). This is an obligation of means and not of result.

8.2. Parties affirm Beeple will not be liable for unavailability of the Platform, due to: Force majeure; Circumstances attributable to third parties; Maintenance (including updates and adjustments) of the Platform.

Beeple is not liable in case it is prevented by force majeure, or other circumstances beyond its control, to execute the agreement. Such as: social conflicts, interruptions of the electricity network (by means of blackout), interruptions of the telecommunications network, unavailability of web hosts or social media, etc.

The Client acknowledges that in terms of software development, an impeccable operation of a computer configuration (the ensemble of hardware and software) can never be guaranteed and that this, as well as certain cases of force majeure or malicious intent (hacking, denial of service, etc.), can result in the loss of (even all) programs and / or Data of the Client. The Client therefore commits to take, in his opinion, needed precautionary measures, so that the consequences of such circumstance are limited circumstances attributable to the Client.

8.3. Conditions enumerated in Article 8.2 will not be included in the availability rate listed in Article 8.1.

8.4. Beeple will inform the Client in advance at least 24 hours of scheduled maintenance (including updates and adjustments) of the Platform.

8.5. The only compensation that a client can obtain for the absence of the availability percentage is the ability to be able to get a 5% extra jobs / hours / person without a fee being charged for this.

## 9. HELP DESK AND SUPPORT

9.1. The Client can rely on a help desk and support for Beeple. Conditions and tariffs for this are available on our website or on individual request.

## 10. DURATION AND TERMINATION

10.1. The term of this agreement is consistent with the formula chosen by the client in the registration process for the Services.

10.2. If the Client fails to fulfil its obligations under these Conditions (except in case of fraud or gross negligence), Beeple will, without any formalities, serve the Client with a notice of default. The Client has a period of fifteen (15) days following the formal notice to fulfil its contractual obligations. If the Client does not respond here, this qualifies as gross negligence.

10.3. In the event of fraud or gross negligence, Beeple has the right to terminate this agreement with immediate effect, without any formality. The fees already paid, including those relating to the remaining maturity, remain vested by Beeple.

## 11. LIABILITY

Beeple will not be responsible or liable for the compensation of intangible, indirect or consequential damages, including (but not limited to) loss of profits, loss of revenue, loss of income, restrictions on production, administration or staff costs, an increase in general costs, loss of clientele or claims of third parties, except in cases where the damage was caused by fraud and wilful misconduct on account of Beeple.

11.1. In no event will Beeple be obliged to pay compensation that is higher than the fee paid by the Client in the last twelve (12) months prior to the accident.

11.2. Client will have to indemnify and assist in law Beeple, and all third parties appointed by Beeple to perform the Services, for any damages (including, but not limited to the courthouse and attorneys' fees) caused by the Client as a result of non-compliance with its contractual obligations.

## 12 ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

12.1. Beeple may unilaterally amend these General Terms and Conditions. We will inform the Client about such changes via e-mail or messages in the software. These amended Terms take effect automatically thirty (30) days after publication or notification of the modified Terms and Conditions. If the adjustment relates to essential elements of this agreement, the Client is entitled to terminate the contractual relationship with a notice period of three months. During this notice period, the modified Terms and Conditions shall not apply. The Client shall submit such termination in writing or communicate by e-mail to Beeple within fifteen (15) days of the publication or disclosure of the modified Terms and Conditions.

## 13. OTHER PROVISIONS

13.1. The Client acknowledges and accepts that any change in the ownership or management of Beeple cannot give rise to termination of the agreement between the parties and / or these Terms and Conditions.

13.2. These Terms are governed by Belgian law.

13.3. The courts of Antwerp, Department of Antwerp have exclusive jurisdiction on disputes relating to these Terms and Conditions.