

GENERAL TERMS AND CONDITIONS OF USE OF THE BETWEENPROS PLATFORM

Identification

The BETWEENPROS website is managed by the S.P.R.L. NEOS COSMOS (hereafter NEOS COSMOS), a company specialised in the operation and management of a Platform dedicated to real estate professionals.

NEWS COSMOS

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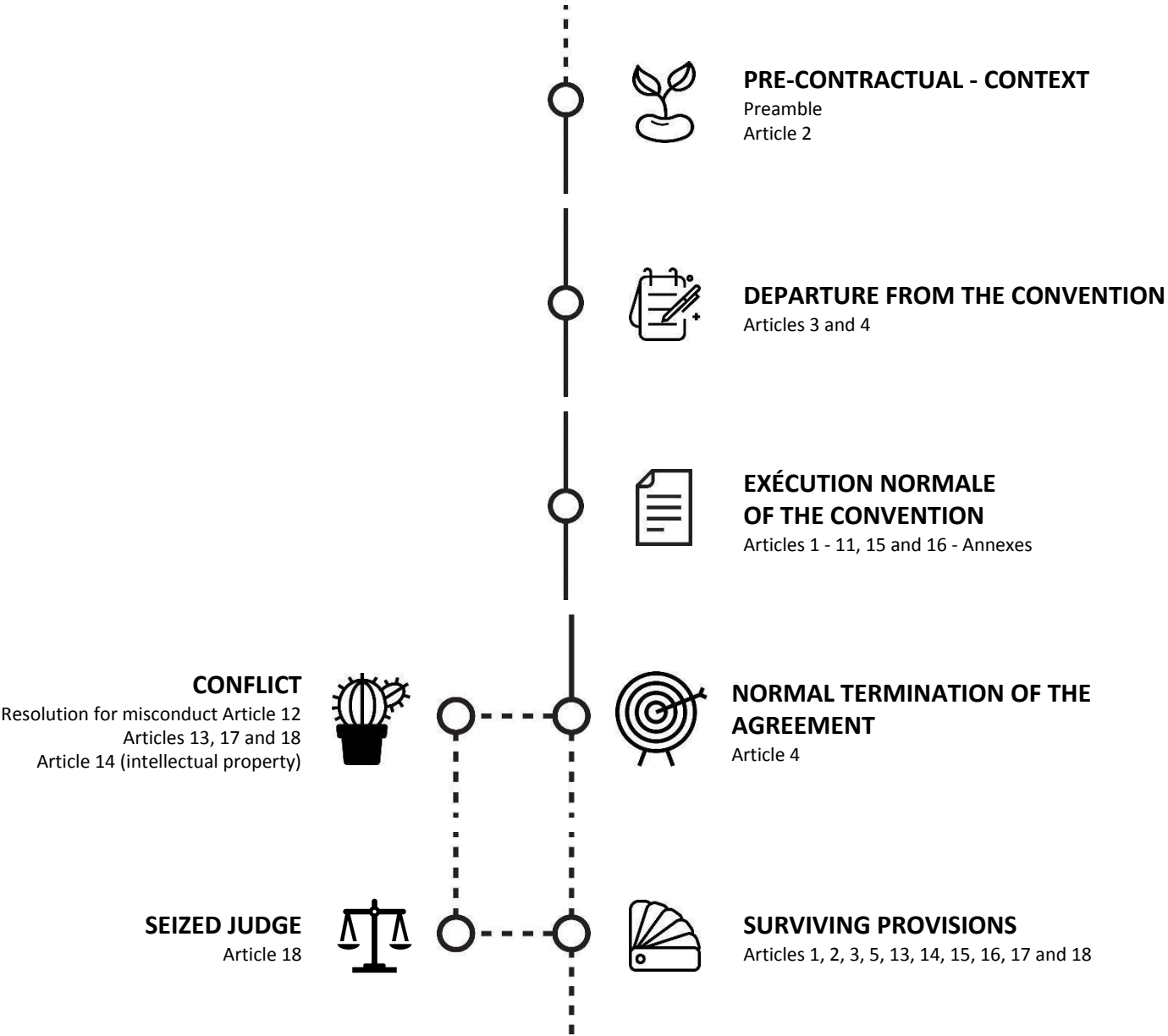
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Preamble

- The SPRL NEOS COSMOS is the manager of BETWEENPROS, a Platform which is intended to be a toolbox for real estate professionals (hereinafter the User).
- BETWEENPROS already contains or will soon contain several useful features for professionals:
 - Listing of properties " off-market " for sale, for rent or for which a partnership is recherché ;
 - Agenda of events immo ;
 - CRM and useful tools in the management of your affaires ;
 - Library of specialized books, legal documents, etc. ;
 - Diffusion of announcements, requests, articles, presentation of your activités ;
 - Value comparison points immobilières ;
 - ...

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CONTRACTUAL TIMELINE



Article 1. Definitions

- 1.a. " Compte ": The personal interface that a User has via BETWEENPROS and which allows him/her, among other things, to access his/her data, manage his/her profile and use BETWEENPROS.
- 1.b. " Confirmation from inscription ": NEOS COSMOS confirms, as far as possible, the Registration of the User to the NEOS COSMOS Platform, by sending an e-mail to the e-mail address given by the User.
- 1.c. " Consommateur ": Within the meaning of the Code of Economic Law, any natural person who acts for purposes that do not fall within the scope of his commercial, industrial, craft or liberal activity.
- 1.d. " Convention ": The present general terms and conditions, as well as the Privacy Charter.
- 1.e. " Dommage indirect ": Indirect damages are the direct consequences of direct damages and include, but are not limited to, any financial or commercial prejudice, any commercial disturbance, any increase in costs and other overheads, loss of profit, loss of brand image, any postponement or disruption in the planning of projects or activity, loss of data and its consequences...
- 1.f. " Droits propriété intellectuelle ": All patents, copyrights, design rights, trademark rights, trade name, trade secret, know-how, sui generis right on databases, and any other rights of an intangible nature (registered or not) and all applications thereof, anywhere in the world.
- 1.g. " État from technique ": The state of the art consists of everything that has been made accessible to the public before the filing date of the patent application by means of a written or oral description, use or any other means.
- 1.h. " Fichier plat ": Unstructured file by which the User retrieves the data concerning him/her when he/she leaves BETWEENPROS.
- 1.i. " Fonctionnalités ": the services accessible to Users via BETWEENPROS.
- 1.j. " Force Majeure ": Any delay, failure to perform, damage, loss or destruction, or malfunction of the Service, or any consequence resulting therefrom, caused or occasioned by, or due to an event of force majeure, fire, earthquake, power failure, explosion, civil disturbance, governmental or regulatory action, lack of equipment or materials, unavailability of means of transport, acts or omissions of third parties (except subcontractors), or any other cause beyond the reasonable control of NEOS COSMOS and which cannot be overcome by taking reasonable measures.
- 1.k. " BETWEENPROS ": Platform managed by NEOS COSMOS.
- 1.l. " Inscription ": Creation of an Account on BETWEENPROS.
- 1.m. " Partie ": Indifferently, one of the Parties to the Convention.
- 1.n. " Parties ": The different parties to the Convention.
- 1.o. " Plateforme " means the Platform, and the server-side software and infrastructure underlying it, enabling the use and consultation and use of BETWEENPROS.

- 1.p. " Plateforme ": The system edited by NEOS COSMOS made available to Users through BETWEENPROS.
- 1.q. " Utilisateur ": Any entity (public or private, natural or legal person), holding a valid VAT or ECB number, registered on BETWEENPROS.
- 1.r. " Visiteur ": Any non-member person accessing the public parts of BETWEENPROS without having the status of User.
- 1.s. " NEOS COSMOS ": The S.P.R.L. better identified above.

Article 2. Subject

- 2.a. The purpose of the Agreement is to define the rights and obligations of the Parties in the context of the provision of services by NEOS COSMOS, i.e. the making available of the Platform to Users.
- 2.b. The Convention also governs certain aspects of the way Users interact with each other in the use of BETWEENPROS and the Features.
- 2.c. However, the Convention does not govern the contractual relationship which may be entered into directly between Users, without NEOS COSMOS being involved in this relationship. In this hypothesis, the Users commit themselves at their own risk and peril, any responsibility of NEOS COSMOS being excluded.

Article 3. Knowledge and acceptance of the Convention

- 3.a. Registration to BETWEENPROS implies the User's full knowledge of the facts and adherence to the Convention.
- 3.b. The Convention is available for download in PDF format at any time on the Platform.
- 3.c. The Agreement may be modified at any time by NEOS COSMOS according to the evolution of the applicable rules, changes in Functionalities and its own needs. NEOS COSMOS will inform the User of such modifications by e-mail or when connecting to the Platform. However, this information is not a prerequisite for the implementation of the new terms of the Convention, which enter into force on the date communicated.
- 3.d. As a professional, the User understands and accepts that he does not have the right of retraction that only Consumers benefit from within the meaning of the Belgian Code of Economic Law.

Article 4. Duration of the Convention

- 4.a. The Agreement is concluded, from the creation of an Account, for the duration defined at the time of registration, for a minimum period of 1 year.
- 4.b. In the absence of notification of the User's wish to terminate the Agreement before its expiry date, the Agreement shall be automatically renewed for the same duration.
- 4.c. The User may at any time decide to terminate the Agreement. Amounts paid for the current period are not refunded.
- 4.d. NEOS COSMOS reserves the right to terminate the Agreement at any time, subject to prior notice to the User by e-mail at least one month in advance. The User will not be able to claim compensation in the event of termination of the Agreement for this reason, notwithstanding the User's right to claim reimbursement, on a pro rata basis, of any sums paid for future periods.
- 4.e. In these hypotheses, NEOS COSMOS makes available to the User the possibility of recovering his data in the form of a Flat File.

Article 5. Financial terms and conditions

- 5.a. The use of the Platform with a quality other than that of Visitor is subject to a fee.
- 5.b. The amount to be paid is determined when the Account is created and at each due date.
- 5.c. Invoices of NEOS COSMOS are payable in cash without discount.
- 5.d. Any invoice not paid on the due date shall automatically be increased by interest of 12 % per annum and by a flat-rate penalty equivalent to 10 % of the amount of the invoice, with a minimum flat-rate penalty of EUR 40, to compensate for the administrative costs associated with the delay.
- 5.e. The User agrees to the possible use, by and at the choice of NEOS COSMOS, of electronic invoices.

Article 6. Payment Service

- 6.a. The security of electronic transfers of funds and the proper execution of payment orders in general are the exclusive responsibility of the financial organisations managing such transfers.
- 6.b. NEOS COSMOS cannot be held responsible for any damage whatsoever resulting from an error, omission, breakdown, malfunction or reprehensible act not directly attributable to it.
- 6.c. It is up to the User to take note of the general conditions and limitations of liability applicable to the payment services he uses.

- 6.d. NEOS COSMOS cannot be held responsible in any case in the event of fraudulent use of the means of payment or the resources placed at the disposal of the User.

Article 1. Account Management

- 1.1. Registration to BETWEENPROS is subject to the possession of a valid VAT or company number. NEOS COSMOS reserves the right to check the validity of the company or VAT number as well as the concordance between this number and the other information provided by the User. The usurpation of identity or corporate name is a cause for immediate exclusion without notice from BETWEENPROS.
- 1.2. The User is responsible for the validity and timeliness of the information provided when creating or managing an Account.
- 1.3. The User is responsible for the security and confidentiality of his Accounts, terminals, passwords and connection. Consequently, the User is liable for any activity conducted from or through his Account.
- 1.4. The User does not create more than one Account and undertakes not to create a new one if the first one has been deleted by NEOS COSMOS, whatever the reason for this deletion, without having first asked for authorisation.
- 1.5. NEOS COSMOS reserves the right to refuse access to the Platform, to close an Account, to withdraw content if a User violates any applicable law or any provision of the Convention, including the non-payment of an invoice on the due date, or adopts abnormal behaviour that a normally prudent and diligent professional would not adopt in the context of normal use of the service. Where appropriate, access may be denied to a particular IP address or MAC address.

Article 7. Use of the Platform

- 7.a. The User makes use of the Platform and the Functionalities as a good father of family, in the respect of the Convention, the laws, and good morals. Consequently, NEOS COSMOS declines all responsibility in case of improper use or use contrary to the purpose of the Platform.
- 7.b. The user undertakes to keep a critical eye and, if necessary, to seek advice from other professionals, as to the legal compliance of the Platform and the information he or she may find on it. NEOS COSMOS declines all responsibility in this respect.
- 7.c. The User undertakes not to disseminate, when using the Platform, illegal, fraudulent or contrary to public order information or information that in any way infringes the rights of third parties. In this hypothesis and

given that the comments made and shared on the Platform are not subject to any prior control, NEOS COSMOS cannot be held responsible. However, NEOS COSMOS undertakes to make every effort to make unavailable any manifestly illicit content that would be brought to its attention, subject to referring to the competent authority.

- 7.d. The User does not intimidate or harass other Users. Notwithstanding any particular circumstance that would justify the application of a lower threshold, the sending of three unsolicited messages that badly disturb the peace of mind of another User will be considered harassment.
- 7.e. The User does not evaluate the professional performance of other Users.
- 7.f. In the same way, the User who shares a project on BETWEENPROS is aware that he renounces a potential protection by business secrecy since no confidentiality can be guaranteed on the Platform.
- 7.g. The User undertakes not to infringe the Intellectual Property Rights of other Users and, in general, of any third party. In any case, NEOS COSMOS will not be held responsible for any damage whatsoever resulting from a failure of the User in this respect.
- 7.h. The User grants NEOS COSMOS, free of charge, the right to use and reproduce, for the purposes of providing services related to the Platform, all the information that the User communicates through the Platform even if this information contains elements protected by an intellectual or industrial property right.
- 7.i. More generally, the User grants NEOS COSMOS the right to consult the data on the Platform in order to carry out maintenance operations or to solve problems related to the Platform.

Article 8. Services

- 8.a. Within the framework of the Agreement, the services of NEOS COSMOS are limited to the provision, hosting and maintenance of the Platform.
- 8.b. Unless specifically agreed otherwise in writing, NEOS COSMOS does not provide technical or development services in relation to the Platform.

Article 9. Hosting

- 9.a. The services provided by NEOS COSMOS with respect to hosting and the obligations assumed by NEOS COSMOS in this regard are strictly limited in accordance with the services offered (and the limitations thereof) by its own subcontractors. The general conditions and service levels of the subcontractors are communicated to the User on request.

The provisions of the Convention are therefore conditional on their compatibility with the commitments of NEOS COSMOS subcontractors.

- 9.b. NEOS COSMOS makes its best efforts to ensure the good functioning and the access to the Platform, and thus to BETWEENPROS, 24 hours a day, 7 days a week.
- 9.c. A technical problem, such as a virus, a computer bug, a malicious intrusion or a malfunction of the website cannot be excluded when using the Platform. NEOS COSMOS can in no way be held responsible for any damage suffered by the User in this respect.
- 9.d. The User is aware of the fact that hosting infrastructures require regular maintenance. NEOS COSMOS can in no case be held responsible for any damage suffered by the User in the event of temporary unavailability of the Platform due to maintenance operations.
- 9.e. NEOS COSMOS does not control the legality of the contents and information that the User hosts via the Platform. NEOS COSMOS reserves however the right to suspend the services in case of complaint or denunciation of illicit contents linked to the services. In accordance with article XII.20, § 2, of the Belgian Code of Economic Law, NEOS COSMOS is required to communicate to the competent judicial or administrative authorities, at their request, all information at its disposal and useful for the research and the establishment of offences committed on the basis of the Platform. In accordance with Article XII.19 of the Belgian Code of Economic Law, when it has knowledge of the illicit nature of contents hosted on behalf of the User, NEOS COSMOS has the obligation to make access to these contents impossible and to inform the Public Prosecutor. NEOS COSMOS will not assume any responsibility towards the User when it takes any reasonable measure in view of these legal obligations.

Article 10. Changes to the Platform

- 10.a. Given the need to develop Features to meet the needs of User demand, NEOS COSMOS adapts and enhances their scope. Therefore, the User understands and accepts that the Features are subject to change. That is to say that some of them can be removed, modified or added, without the User being able to assert any right to any of them.
- 10.b. As far as possible, NEOS COSMOS will inform the User of the most important modifications by an e-mail or via a banner displayed on the User's Account.

Article 11. Fault Resolution

- 11.a. In the event of culpable breach by the User, for example a violation of the Convention, NEOS COSMOS may :
 - i. Contact the User and enjoin him/her to comply within a period of time donnéé ;
 - ii. Temporarily suspend access to the Platform if a breach persists or if third party rights appear to be lésés ;
 - iii. To suspend definitively and without prior notice in the event of serious and proven breach.
- 11.b. In the event of termination of the Agreement due to the User's fault, the User will not be able to claim a refund.

Article 12. Responsibility

- 12.a. NEOS COSMOS is only bound by obligations of means.
- 12.b. NEOS COSMOS declines all responsibility for any inconvenience or damage inherent in the use of the Internet network, in particular a break in the service, an external intrusion or the presence of computer viruses, an attempt at fraud by phishing (or other technique), misappropriation or theft of information, or any fact qualified as Force Majeure.
- 12.c. NEOS COSMOS declines any responsibility in case of inadequacy between the computer installation (hardware, software, connection...) of the User and the Platform. The User is obliged to inform himself/herself adequately about hardware or software compatibility before using the Platform.
- 12.d. NEOS COSMOS declines all responsibility in case of mismatch between the specific needs of the User and the Platform. The User is obliged to analyse his own needs himself.
- 12.e. NEOS COSMOS declines any responsibility in case of damage of any nature, bodily or material, resulting from an improper use or contrary to the destination of the services or products provided by NEOS COSMOS.
- 12.f. Whatever the service or the product provided by NEOS COSMOS, NEOS COSMOS declines any responsibility:
 - i. in case of Damage Indirects ;
 - ii. in the event of insufficient collaboration of the User in the execution of the Agreement,
 - iii. in case of Force Majeure,
 - iv. in the event of temporary or prolonged unavailability of the Platform.
- 12.g. In any event, except in the case of bodily injury or death of the User due to an action or omission of NEOS COSMOS, the liability of NEOS COSMOS is limited to the amounts paid by the User to NEOS COSMOS over the current calendar year.
- 12.h. In any event, the liability of NEOS COSMOS is limited to the ceiling of its civil liability insurance.

Article 13. Intellectual Property

- 13.a. NEOS COSMOS is the sole owner of the Intellectual Property Rights on the Platform in its entirety, including its architecture, design, interface, texts, databases, name, domain name, graphic elements and their assembly in the site. No reproduction or communication to the public, in whole or in part, of the contents of the Platform, for any purpose whatsoever, may be made without the prior written permission of NEOS COSMOS.
- 13.b. The Platform, its graphic interface, its logo, its source code, the texts (tax news, etc.) and images it contains, the databases linked to it, the brands... of NEOS COSMOS are protected by the Intellectual Property Rights of which NEOS COSMOS is the owner.
- 13.c. The provision of the Platform is considered to be a precarious user license, within the limits of the normal use of the Platform, and non-exclusive, conferred to the Users. This licence is subject to the respect of the Agreement by the User and to the payment of the invoices issued by NEOS COSMOS and can be interrupted without notice in the event of failure to respect the Agreement or the slightest delay in payment. This license does not imply any transfer of rights to the User.
- 13.d. The User undertakes not to infringe the property rights and intellectual property rights of NEOS COSMOS on the Platform and all other elements protected by intellectual property rights held by NEOS COSMOS, and to take the necessary measures to ensure that the rights of NEOS COSMOS are respected by the persons for whom he is responsible.
- 13.e. The User may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, broadcast, license, transfer, sell, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the elements protected by Intellectual Property Rights held by NEOS COSMOS.
- 13.f. Any failure by the User to comply with these obligations shall automatically and without prior notice of default entail a fixed compensation equivalent to 100 (one hundred) times the amount of the invoice for the current year, without prejudice to the right of NEOS COSMOS to claim a higher compensation which it can justify and without prejudice to the right of any third parties to take legal action independently of NEOS COSMOS.

Article 14. Privacy Policy

- 14.a. NEOS COSMOS is concerned about the protection of the privacy of its Users. The Privacy Charter, which is an integral part of the Agreement, has been drawn up with the aim of informing about the way in which NEOS COSMOS processes the personal data of its Users. The Privacy Policy is accessible via this [link](#).

Article 15. Miscellaneous provisions

- 15.a. By informing the User, NEOS COSMOS may transfer the Agreement or part of it - including the related claims and debts - at any time to another company.
- 15.b. NEOS COSMOS can resort to subcontracting in the execution of its services.
- 15.c. The Convention constitutes the totality of the agreements binding the Parties. It supersedes and replaces any other prior agreement, whether verbal or written.
- 15.d. No act, behaviour, tolerance or omission on the part of NEOS COSMOS may be interpreted as a renunciation, even partial, on its part of the strict and integral execution of the provisions of the Convention.
- 15.e. Interpretation of the Convention
- i. The Convention is interpreted strictly in favour of NEOS COSMOS.
 - ii. Unless otherwise specified, the enumerations in the Convention are not exhaustive.
 - iii. The titles and structuring elements of the Convention are intended solely to improve the readability of the Convention. They are not contractual.
- 15.f. Unless otherwise agreed in writing, the Parties agree to exclude all other agreements or contractual conditions of the User, including those communicated by mail, e-mail or on the back of another document and including those which are not expressly disputed by NEOS COSMOS.
- 15.g. The Parties expressly agree to accept electronic documents as evidence. The entire procedure for creating an Account is proof of the User's acceptance of the Agreement. The User's connection and visit logs, as well as the information provided by the User, will be considered as having evidential force between the Parties.
- 15.h. If any article of the Convention is found to be illegal, invalid or unenforceable, in whole or in part, under any applicable law or court decision, that article shall be deemed not to form part of the Convention, without affecting the legality, validity or enforceability of the remainder of the Convention. Each Party shall use its best efforts to negotiate immediately in good faith a valid replacement article that will maintain, to the extent possible, the economic balance and intent of the Parties as reflected in the deleted article.

Article 16. Language of the Convention

- 16.a. The Convention is drafted in French.
- 16.b. Translations are given for information only.
- 16.c. In the event of a difference or contradiction between the Convention and its translations, the Convention in French shall prevail.

Article 17. Dispute Resolution - Applicable Law

- 17.a. The law applicable to the Agreement, including its conclusion, interpretation, execution, resolution and all disputes relating thereto, shall be Belgian law to the exclusion of all others.
- 17.b. Notwithstanding any legal provision of public policy to the contrary, in the event of a dispute arising out of or relating to the Agreement, in particular relating to its formation, existence, validity, effects, interpretation, execution, resolution or termination, the dispute shall be finally settled by arbitration in accordance with the E.A.C. Arbitration Rules. (Euregio Arbitration Centre).
- 17.c. The above arbitration clause shall not apply, however, in the event of a summons to appear as a forced intervention, a call for guarantee or a summons in a joint declaration of judgment ... brought by one of the Parties, brought before a court by a third party with whom it is not bound by such an arbitration clause, against another Party. In this case, the courts of law will be competent to settle the dispute. In general, the above arbitration clause may not be applied in the event of a multiparty dispute if the different parties to the dispute are not bound by the same arbitration clause, at the choice of the Party taking the judicial initiative. The material and territorial jurisdiction of the courts shall be regulated in accordance with the Judicial Code.
- 17.d. The procedure will be carried out in French, whatever the language of the contract.