



IMAGICASA

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALE

The text below is offered to you in English as a service and is a translation of the Dutch version. This English version does not bind Next Dream in any way.

01. Contracting parties.

01.1: This agreement shall be concluded between NEXT DREAM BV on the one hand (hereinafter referred to as "Imagicasa"/"exporter") and all its customers on the other hand (hereinafter referred to as "customer"/"client").

01.2: Full operating data of the executor:
NEXT DREAM BV
Falconpoort 23
B-2000 Antwerp
VAT: BE 0458,667,137

01.3: The appointee, the employee, the spouse or any other relative of the client represents him and is deemed to have the necessary mandate to bind him to Imagicasa.

01.4: Our agents, representatives, appointees, servants or any other persons acting on behalf of Imagicasa shall not be entitled to bind Imagicasa in any way whatsoever. Orders or assignments placed by them shall only be valid after written confirmation by Imagicasa. We reserve the right to refuse orders for which we have not given such confirmation.

02. Retribution and acceptance of conditions.

02.1: The present terms and conditions in this agreement shall apply to all acts between Imagicasa on the one hand and its customers on the other, insofar as they are not deviated from in special terms and conditions or agreements.

02.2: By the mere fact of negotiating with Imagicasa, concluding agreements, requesting quotations and ordering products and/or services from Imagicasa, via one of its websites, post, telephone, fax, e-mail or in any other way as well, the client expressly declares that he has read these general terms and conditions (including the invoice terms and conditions), understood them and agreed to abide by all the provisions described in this agreement.

02.3: The customer acknowledges that these terms and conditions constitute the integral text of the agreement reached between the parties, and replace and destroy all previous oral or written proposals or agreements, as well as any other communication made so far between the parties.

02.4 The customer expressly refrains from invoking his own general and special terms and conditions of purchase. The customer expressly declares that the latter are considered non-existent.

02.5 We do not accept any agreement, clause, condition or any other description contrary to the conditions mentioned in this agreement, unless expressly agreed otherwise in writing.

03. Communication with the customer.

03.1: All communication with the customer shall take place via the e-mail address with which the customer has made himself known to Imagicasa. The client expressly declares that this e-mail address belongs to him and that he shall inform Imagicasa of any change in this e-mail address without delay.

03.2: All invoices shall be delivered digitally to the client by e-mail. At the express request of the client, an invoice may also be sent by post, subject to payment of an administration fee of 9.95 euros (excl. VAT).

03.3: Contrary to the conditions in articles 03.1 and 03.2, at the express request of the client and only with the express written consent of Imagicasa, it may be agreed that the communication shall be carried out in another way including by post, SMS, fax, telephone, etc. It shall be the express responsibility of the client to provide Imagicasa with all necessary address details without delay, to ensure their accuracy and to inform Imagicasa immediately in the event of any changes.

03.4: The client understands that negligence or omission with regard to communicating address changes or communicating incorrect address details without delay may have serious consequences and may lead to the loss of his data, the non-delivery of ordered and paid products, the loss of domain names and even to the establishment of (administrative) fines and damages resulting from defaults, as described in Chapter 22 of these terms and conditions.

04. Privacy policy: processing of personal data.

04.1: In order to be able to fulfil its agreements, Imagicasa, as controller, collects personal data from the client. The client may consult, correct or modify this personal data by sending a registered letter to Imagicasa. By accepting these General Terms and Conditions, the client expressly authorises Imagicasa to collect these data.

04.2: Imagicasa reserves the right to use and/or sell these personal data to third parties for its own purposes. Only at the express request of the client and by registered letter to Imagicasa may the client indicate that he does not wish his data to be used and/or sold by Imagicasa to third parties.

04.3: Imagicasa reserves the right to amend these privacy regulations at any time, in accordance with the law of 8 December 1992 on the protection of privacy and the General Data Protection Regulation of the European Parliament and the Council of 27 April 2016.

05. Quotes and orders.

05.1 All proposals and price lists of Imagicasa as well as all prices mentioned on the internet sites of Imagicasa are without obligation and are only valid for information purposes. Under no circumstances shall they bind Imagicasa, unless it has been expressly stated that they are final.

05.2 Any order or order placed by the client, whether or not by electronic means, shall bind the client as client, but shall only bind Imagicasa after written confirmation thereof.

05.3 When an Imagicasa quotation/order agreement is signed by the client, a complete and legally valid agreement shall be deemed to have been concluded. The same shall apply if the works are carried out after a price offer has been sent to the client, except in the case of immediate and registered protest after the commencement of the works.

06. Prices.

06.1: Final prices as defined in Article 05.1 shall be valid for a maximum of 7 days.

06.2: All prices quoted by Imagicasa are always exclusive of VAT and exclusive of costs and packaging. Any transport costs shall always be borne by the client. Deviations from this provision shall only be possible with the express written agreement of the parties.

06.3: Rates communicated by Imagicasa with a view to the provision of services are fixed in function of performance during normal working hours so that supplements are possible. Normal working hours are: from 09.00 to 17.00 on working days. Working days are weekdays, excluding public holidays.

06.4: By placing an order, the customer agrees to the rates indicated by Imagicasa.

06.5: Imagicasa reserves the right to adjust its prices at any time, without prior notice.

06.6: Imagicasa reserves the right to adjust its prices at any time, without prior notice, even if Imagicasa's order confirmation states a different sales price. Where applicable, the client reserves the right to cancel the order at the new price within 3 days of its notification.

07. Studies, (preliminary) designs, tests, delivery on sight.

07.1: All our studies, preliminary drafts, designs and tests (photographs, drawings, sketches, models, texts, videos, etc...) which are not followed by a final order within 30 days shall be invoiced to the client at the agreed hourly rate plus the costs incurred. In this case, no use whatsoever is permitted.

07.2: In case of delivery of visual works on sight, the customer undertakes to return the works in perfect condition within 15 days from the date of delivery. If this period is exceeded, storage rights amounting to 9.95 euros (excl. VAT) per week and per work will be charged.

07.3: In the event of loss of or damage to an original work or a duplicate, a minimum fixed compensation will be charged, amounting to 1,750.00 euros for an original and 875.00 euros for a duplicate (excl. VAT).

08. Reproduction and intellectual property rights.

08.1: The use of our works is subject to the provisions of the laws on copyright and neighbouring rights, and is strictly limited to the description given on this document.

08.2: Unless expressly stipulated otherwise, we retain the intellectual property rights to all our works.

08.3: Under no circumstances and in no way (reprography, photocopy, microfilm, video process or electronic, digital or analog manipulation, etc.) may a new original or copy, of any kind, of the works supplied by us be made without our prior written consent. Any reproduction, publication, exhibition or other form of use is only possible with our prior written consent and the mention of our name.

08.4: The use of our works is always on the sole responsibility of the user. He alone is responsible for the necessary authorizations regarding the persons and goods depicted on these works, and for the texts and captions that accompany their use.

08.5 Our works can under no circumstances and in no way be transferred to third parties without our written consent. The customer will be held responsible for any violation of this prohibition.

08.6: The customer must respect the moral rights attached to our works. The customer thus undertakes to respect the integrity of our works, and in particular to faithfully reproduce the colours and not to mutilate or deform them without our prior consent. Our name must be clearly and unambiguously stated in relation to any reproduction.

08.7: Unless expressly agreed otherwise in writing, all rights (cable, audiovisual exploitation, private copy, publication, etc.) are reserved.

08.8: It is forbidden for the customer to modify, imitate, allow or favour the counterfeiting of our goods or parts thereof in any way.

08.9: Our customers who act as intermediaries between Imagicasa and the end user are obliged to mention the articles relating to intellectual rights mentioned in this agreement or a text with the same scope in their conditions of sale.

08.10: In the event of infringement of the provisions of Chapter 8 and/or any use not authorised by us, we reserve the right to claim damages, as provided for in the SOFAM tariff, as well as commercial and moral damages for the consequences resulting from the unauthorised use.

09. Ownership and transfer of ownership.

09.1: All studies, negatives, transparencies, sketches, designs, proofs, photographs, models, drawings, videos, custom-made software, configurations, layout and slides as well as all documents drawn up by Imagicasa, of whatever nature, shall remain the property of Imagicasa at all times and must be returned to us on first request.

09.2: If the reproduction or any other rights as described in Chapter 8 are surrendered, such surrender shall only become effective after the agreed price has been paid.

09.3: Transfer of ownership concerning delivered goods shall only and exclusively take place upon full payment of both the principal sum and the interest, damages and costs due. Until such time, the buyer shall be prohibited from pledging the goods, or from restricting or nullifying their free disposal by means of any security provided to the detriment of Imagicasa. However, from the moment of delivery, the purchaser shall be obliged to insure and store the goods against any risk. The client shall notify Imagicasa if the goods and materials are placed in an area rented by the client and shall, if applicable, disclose the identity and domicile of the lessor.

09.4: Offered third-party software shall remain the exclusive property of the manufacturer. Only a user licence will be granted. The user shall not be able to transfer, assign, pledge, transfer or lend it in any form, either as a security or free of charge. The user shall keep the proprietary notices affixed to the software and the manual in good condition for the benefit of the company and shall ensure that the software remains confidential.

09.5: Under penalty of damages, the client shall notify Imagicasa by registered letter of any seizure carried out by a third party. The client undertakes to allow Imagicasa to repossess the goods without prior notice and shall bear the costs of removing the goods. The name of the third party acquirer must be communicated to Imagicasa immediately by registered letter.

09.6: The client expressly acknowledges that Imagicasa has a right of revision that can be exercised in the broadest sense of the possibilities provided by law and regulations.

10. Distance selling.

10.1: In accordance with the law on distance contracts, the customer has a period of 7 working days, after ordering, within which he can renounce the agreement, insofar as the distance contract was concluded. After this period, cancellation is no longer possible.

10.2: In the event of renunciation as described in article 10.1, the client shall immediately inform Imagicasa thereof in writing.

10.3: In the event of renunciation for goods that have already been delivered to the client, or that have already left our warehouses for delivery to the client, the client shall return all goods, in undamaged condition and/or packaging, to Imagicasa at his own expense. The refund of corresponding advances and payments shall be made within 30 days of receipt of the returned products.

10.4: By means of this agreement, the client expressly acknowledges that, in the event of renunciation by the client, the transport costs specific to the renounced order may never form part of the amount to be refunded.

10.5: In the event that the client has already made a payment before the end of the period of seven working days for services (such as domain name registration, web hosting, etc...) referred to in article 10.1, the delivery of services may already have been carried out and the client and Imagicasa agree that the right of renunciation cannot be exercised in such a case.

10.6: In the event that the client has placed an order for goods and/or services that have been manufactured according to the client's specifications (customisation, etc...) or that have a clearly personal character, the client and Imagicasa agree that the right of renunciation cannot be exercised.

10.7: In the event of renunciation, at the express request of the client, it may be opted to exchange ordered products and/or services. The exchange can only take place after receipt of the returned products, as described in article 10.3. In such a case, the difference in price will be charged, together with the new transport costs, all this forming part of a new order form.

11. Delivery and/or publication of data and content by the customer

11.1: The client shall provide Imagicasa with the necessary data and content in a timely manner to allow Imagicasa to properly execute the concluded agreement. In doing so, the customer shall be responsible for providing the material in accordance with our technical guidelines, as available on request, in our media outlet or via our website. If the material is delivered late, Imagicasa reserves the right not to place the advertisement. The advertising space made available, whether or not printed, will be included in the invoice and reimbursement will be refused.

11.2: Imagicasa may under no circumstances be held liable if the agreement cannot be executed due to the fault of the client. (e.g.: late or non-conforming delivery, ...) All costs caused by the delivery of material that does not meet our technical requirements shall be charged to the client.

11.3: At the written request of the client, Imagicasa shall provide the client with a preliminary design prior to publication in the magazine, on the online platform or within the framework of another order. Adjustments to the preliminary design shall only be made to the extent that the client has provided Imagicasa with written comments within 7 days of receipt of the preliminary design. Any comments after 7 days, whether or not in writing, shall be rejected. 11.4: The client accepts that, even after the printing or publication, due to technical limitations, deviations from originals are possible (e.g. deviations in colour reproduction, ...) and acknowledges that Imagicasa cannot be held liable in any way for this. 11.5: Imagicasa reserves the exclusive right to add, modify or refuse the supplied material at its own discretion within the framework of the publication of the Imagicasa magazine and/or platform. 11.6: Imagicasa shall not bear any responsibility for the content of the material placed, insofar as this was supplied and/or placed by the client. Only the customer is liable for the accuracy of the information provided in his publications. 11.7: The advertiser is only entitled to the execution of the agreement after full payment of the invoice. In the case of printed media, full payment of the invoice must be made before the title goes to press. In the event of late payment, Imagicasa shall at all times be entitled to use the advertising space for other purposes and to demand payment of the invoice as compensation.

12. Cancellation.

12.1: These conditions apply to all articles, goods and services ordered by the customer and do not affect the conditions from Hfdstk. 10 and Hfdstk. 11. Where the terms and conditions overlap or contradict each other, Hfdstk. 10 shall prevail insofar as it concerns a distance sale and Hfdstk. 11 shall prevail insofar as it concerns a domain name registration, domain name extension or web hosting package.

12.2: Imagicasa reserves the right, in the absence of timely payment, to cancel an order, delivery, extension etc. within 7 days after the expiry of the payment term, without prior notice or notice of default.

12.3 In the event of non-compliance with one or more conditions of this agreement, Imagicasa reserves the right to cancel an order, delivery, extension, etc. within 24 hours of establishing the non-compliance, without prior notice or notice of default.

12.4: Cancellations by the client must always be made known to Imagicasa in writing and dated, and must be in our possession no later than 7 days before the first of the following dates or periods expires: date of dispatch, date of delivery, term of payment.

12.5 To the extent that Imagicasa agrees to the return of goods by the client in the context of a cancellation, the client shall bear all responsibility and risk relating to the products in the context of a return. All costs associated with the return shall always be borne by the customer. A return can only take place if the goods are returned to Imagicasa undamaged in their original packaging and provided with all accessories.

12.6 All services relating to the promotion of the client on Social Media shall always be contracted for a period of 1 month. These services can be cancelled by the customer on a monthly basis. Notice of termination can only be given in writing (letter post or e-mail). If the service is not terminated by the customer, at the latest the last working day before the end of the current month, the service will be automatically extended for a new period of one month. By automatically extending the service, the customer automatically accepts the rates and conditions applicable at that time.

13. Deadlines.

13.1: All terms are always formulated in working days, unless explicitly stated otherwise.

13.2: Execution and delivery periods are always indicative and therefore not binding, unless expressly agreed otherwise.

13.3: Delays can under no circumstances give rise to a right to rescission of the agreement, cancellation of an order, penalty or any form of compensation.

13.4: If the customer asks to shorten the originally agreed delivery or execution time, we reserve the right to increase the original amount of the order by at least 50%.

13.5: The customer undertakes to come and collect or accept our goods, at the latest within 7 days from the moment he was informed that the goods are at his disposal.

13.6: Any complaint concerning the goods, services or contents of the invoices, of whatever nature, must be made by registered letter within 8 days from the first of the following dates or periods: date of commencement of the performance of the services, date of dispatch, date of delivery, receipt of the invoice.

14. Terms of payment and delivery.

14.1: Our goods are always considered to have been sold, received and accepted in our warehouses. Delivery takes place at the customer's risk as soon as he leaves our warehouses, even in case of "carriage paid" delivery. For deliveries to third parties, the responsibility lies solely with the customer.

14.2: We reserve the right to make partial deliveries, which constitute partial sales. The partial delivery of an order cannot justify the refusal to pay for the delivered goods.

14.3: Imagicasa reserves the right to subcontract all or part of the work, at our own responsibility.

14.4: Without prejudice to the conditions in articles 03.1, 03.2, 14.1 and 14.2, Imagicasa reserves the right to offer products and/or services by post, text message, telephone, internet, etc.

14.5 To the extent that Imagicasa acts as an intermediary in the sale of goods, Imagicasa undertakes, where applicable, to deliver the delivered goods to its customers in unopened packaging and in an unaltered state.

14.6: In the event of damage, incompleteness, error or any other visible defect or non-conformity, the client shall be obliged to refuse to accept the goods or to accept them only subject to written reservation.

14.7: Subject to the exceptions expressly stated in this agreement, the customer acknowledges that any order placed by the customer is irrevocable, regardless of whether or not an advance payment has been made. The advance payment made by the customer will be deducted from the order price. Advances will never be refunded, regardless of duration or amount.

14.8: All services are always based on advance payment, unless explicitly and exclusively agreed otherwise in writing.

14.9: Without prejudice to the provisions of article 14.8, all our invoices are payable within a period of 7 days after the invoice date, at our registered office, in cash, net and without discount, or within the period of 30 days after the invoice date, exclusively to customers with whom this has been explicitly agreed in writing.

14.10 Without prejudice to the provisions in art. 14.8 and art. 14.9 and in accordance with art. 11.7, in the case of printed media, all invoices must always be paid before going to press. This provision also applies if the period between the conclusion of the contract and going to press is less than 7 days.

14.11: A payment from a customer that cannot be linked to an outstanding order, extension or invoice will be invoiced as a prepaid payment. This prepaid amount will automatically be deducted at the next order or renewal.

14.12: Imagicasa reserves the right to use any incoming payment for the oldest outstanding amount due, regardless of the statement made at the time of payment.

14.13: The payment of invoices may never be subject to the installation or commissioning of the delivered goods.

15. Complaints.

15.1: In the absence of a complaint as described in article 13.6, the invoices will be considered to have been accepted, without any reservation.

15.2: Possible complaints cannot be used as a pretext to suspend or delay the payment of invoices.

15.3: The customer's own interventions shall cancel any ground for complaint.

16. Guarantee & liability.

16.1: In our capacity as an intermediary, the guarantee with respect to third-party goods is limited to the guarantee granted by the manufacturer. Imagicasa's liability under this guarantee shall in any event be limited to the amount that Imagicasa itself can obtain in indemnity from its own supplier. With regard to this guarantee, the client shall address himself directly to the manufacturer or importer of the goods in question.

16.2: With regard to hidden defects that Imagicasa itself does not know or has not known, Imagicasa shall not be liable for any indemnification.

16.3: The services of Imagicasa shall be provided on the basis of availability. The customer's use of a service with Imagicasa shall be entirely at his/her own risk. In any event, Imagicasa shall not be obliged to pay any compensation to the client or to third parties, expressly including compensation for direct or indirect damage (e.g., in the event of a loss). loss of profit, damage to goods or damage to persons, inter alia, if the goods or materials have been processed or modified if the instructions given by Imagicasa or its representatives have not been followed correctly, if the goods or materials have been used or handled in an inappropriate manner, if the goods have not been used in accordance with their intended use, or if the damage is the result of an error or carelessness on the part of the client.

16.4: Any resale by the client of the delivered goods or materials shall not in any way increase Imagicasa's liability. The client shall indemnify Imagicasa against all consequences of claims that its own buyer might have against Imagicasa, which would exceed the limits of the claims that the client himself might have against Imagicasa.

16.5: Imagicasa cannot be held liable for the non-execution of an order as a result of force majeure, e.g. in the event of technical faults, exhaustion of stock, failure of deliveries by Imagicasa's suppliers, destruction of goods as a result of accidents, strikes, fires, floods, etc. This list is not exhaustive.

Imagicasa shall not be obliged to prove the unforeseeable nature of the circumstance constituting force majeure.

16.6 If Imagicasa's liability were to be withheld as a result of the non-execution or non-performance of the present agreement, the parties expressly accept that the total compensation shall not exceed an amount equal to 5 % of the value of the order.

16.7: Imagicasa shall in no way bear any liability for the registration in bad faith of domain names by third parties, the registration of domain names at the request of the client which would constitute an infringement of the rights of third parties, etc. Imagicasa shall in no way bear any liability for this. The client shall indemnify Imagicasa at all times against any claims by third parties arising from the registration of a domain name.

16.8: The client shall be responsible for any misuse of his account. The client declares to take the necessary steps so that others cannot gain uncontrolled access to the account, even if this abuse has been committed by a friend, family member, guest or employee.

16.9: Under no circumstances can Imagicasa be held responsible for the operation, failure or interruption of services provided, including (but not limited to) loss of website data, loss of backup data, inability to provide a recent copy of your website or data, website downtime, losses due to website unavailability. Although Imagicasa does everything in its power to handle its customers' data with care and provides internal backups of all data, the customer understands that due to the technical nature of the service a backup is not guaranteed. The customer remains ultimately responsible for the necessary backups of his data on our accounts.

16.10: Imagicasa cannot be held liable in any way for any failure of the Internet connection due to technical or other failures both inside and outside the Imagicasa network. The client shall be solely liable for the proper use of the product, service or software taking into account the specifications, documentation and instructions of Imagicasa.

16.11: Imagicasa cannot guarantee the security of the Internet, postal services or any other form of communication and the possibility of interception or disruption of the data transmitted by the client and cannot be held liable in any way for this.

17. Solidarity

17.1: If the invoice has been drawn up in the name of a third party at the request of the Principal, the Principal shall remain responsible, in addition to this third party, for the execution of the payment and other obligations arising from the general and special terms and conditions of sale.

18. Archives

18.1: For security reasons, the customer undertakes, for a period of 5 years, to keep a list of his customers (name and address) as well as the products sold to them and the dates of the transactions, insofar as it concerns goods and services delivered to the customer by Imagicasa.

19. The environment

19.1: Imagicasa cannot be held liable by the client for obligations under the client's environmental legislation. Costs imposed under environmental legislation, including but not limited to legislation on packaging, the take-back of waste electrical and electronic equipment and the environmental tax on batteries, are not included in the sales price. Imagicasa is entitled to invoice the customer separately for costs incurred in the context of this and other environmental legislation, if applicable.

20. Export restrictions

20.1: The customer who purchases or resells products from Imagicasa undertakes to comply with the laws of the European Union and its Member States in this regard and, where applicable, to comply with the legal conditions of export control imposed by the United States. In the case of export of certain goods outside the European Union, the customer has the obligation to obtain prior written

authorization from the manufacturer. In the event of breach of this clause, the customer shall compensate Imagicasa for any resulting damage, costs, and expenses.

20.2: Imagicasa shall under no circumstances be responsible for exporting the services/products offered to countries where these products are prohibited.

21. Restrictions on use & unauthorized use.

21.1 Imagicasa's services may only be used for lawful purposes. For these reasons, we will not provide services to those who use our services for, among other things, but not limited to:

- 21.1.1 Hacking or unauthorized access (or attempt to access) an account, computer, server, or network. Also, the scanning of ports or firewalls and 'phishing' (fraudulently attempting to discover data) techniques are not permitted.
- 21.1.2 Hosting or offering files, software, torrents or music for which one has no permission or license.
- 21.1.3 Sending spam or bulk unsolicited commercial or other emails.
- 21.1.4 Violate intellectual property rights, copyrights, trademarks, privacy and other legal rights.
- 21.1.5 Hosting or offering any material that is threatening, unlawful, abusive, obscene, offensive or that Imagicasa deems inappropriate.
- 21.1.6 The hosting or offering of child pornography is strictly prohibited. If this information is discovered, Imagicasa shall immediately notify the competent legal authorities.
- 21.1.7 The hosting or offering of software or files that contain computer viruses or files that can cause damage to the computers and/or servers of others.

21.2 On your personal and/or company page, the majority of your images, download files, etc. must be linked from an HTML or equivalent web page accessible to the public and your website/page must consist for the most part of web pages and images used on these pages. Your website/page must not be designed primarily to provide files for download and the data traffic caused by one or more of your downloads must be in reasonable proportion to the consumption of the rest of your website/page. Imagicasa will take immediate action in the event of problems with CPU or memory usage caused by the content of your website/page and, where necessary, remove the content without prior notice.

21.3 Unrestricted use of our services is not permitted. Your account must never load the server in such a way that other customers are inconvenienced, limit the speed of the server or cause a high load. Imagicasa is entitled, if your website/page uses more than 10% of the CPU or memory of the server resources, to take the necessary actions to avoid further problems with the server.

21.4: Specialized technical support for matters outside of our standard service will be charged at 25 EURO per started quarter-hour (excl. VAT).

22. Sanctions

22.1: The non-payment on the due date of a single invoice, the protest of a bill of exchange (even if it has not been accepted), any request for conciliation, amicably or judicially, any request for postponement of payment, not even official, or any other fact proving the customer's inability to pay, makes the balance due of all other invoices, even those not due, immediately payable by operation of law and without notice of default.

22.2: As stipulated in article 11.7, the customer is only entitled to execution of the agreement after payment of the invoice. In the event of non-payment within 30 days of the invoice date, compensation of 15% on a monthly basis on the unpaid part of the invoice shall be due ipso jure and without notice of default, with each month commenced counting as a full month, as well as a fixed compensation equal to 40 euros. In addition, Imagicasa reserves the right in these cases to suspend all deliveries without notice of default.

22.3: In the event of unilateral termination of the agreement by the client, he shall pay compensation of at least 30 % of the total price. A higher compensation may be demanded if the damage exceeds 30%.

22.4: In case of serious violations of the General Terms and Conditions, this will lead to an immediate cessation of our services to the Customer.

22.5: Any violation of these General Terms and Conditions shall result in a charge payable to Imagicasa of at least 40 euros per complaint or violation and/or suspension or closure and termination of your account, without prior notice to the customer and without refund of sums already paid. The customer understands that these damages may be incurred depending on the seriousness of the complaint and that they are not limited, all costs shall be recovered in full or in part from the customer.

22.6: Imagicasa shall not be responsible for damage and/or loss of data as a result of discontinuing the service in the event of violations of the General Terms and Conditions.

22.7: In the event of a breach, Imagicasa reserves the right to terminate your account, as well as further business relationships with you, for any suitable reason at any time. This decision shall not be subject to further discussion.

22.8 If a requested trade or transfer is not feasible due to reasons outside Imagicasa, the customer shall always owe a fee of 10 per cent of the amount paid with a minimum of 25 euros or this domain shall be converted into an existing domain where the customer can use the hosting via name server referral.

22.9: Imagicasa reserves the right, in the event of non-compliance with the payment terms or any other condition of this agreement, to suspend, limit, reduce in time or suspend and/or limit public access to the client's site by displaying a notice on the site or by replacing the site with a notice stating the nature and reasons for the restriction.

22.10: Imagicasa reserves the right to charge an administrative cost of at least 15.00 euros per change on any order to which a client wishes to make changes and which has already been processed by Imagicasa. This modification may involve the addition of lines to an order, a change in the number of units ordered, a change in product, etc. Imagicasa reserves the right to charge a minimum of 15.00 euros per modification.

22.11: The foregoing provisions are without prejudice to the compensation due under the SOFAM Tariff:

- 1. A fixed minimum compensation of 200 % of the basic rate calculated in accordance with the SOFAM Tariff, with a minimum of 125 euros, shall be payable in the event of use without prior authorisation.
- 2. A minimum fixed indemnity of 100% of the basic royalty calculated in accordance with the SOFAM Tariff, with a minimum of 125 euros, shall be payable in the event of use without mentioning the author's name and/or the copyright holder.
- 3. A minimum flat-rate compensation of 300 % of the basic right calculated in accordance with the SOFAM Tariff, with a minimum of EUR 250, shall be payable in the event of use with a name-drawing with a name other than that of the actual author and/or his successor in title.
- 4. A minimum flat-rate compensation of 200 % of the basic right calculated in accordance with the SOFAM Tariff, with a minimum of EUR 125, shall be payable in the event of infringement of the integrity of the work.

22.12: The punitive damages as defined in this contract do not include protest and legal costs. These costs shall also be borne by the debtor.

22.13: By accepting the General Terms and Conditions, the client authorises Imagicasa to pass on the client's data to the legal authorities in the event of established infringements.

23. Explicit decomposition clause.

The parties expressly agree that the provisions of the present article constitute an express resolute clause.

Without prejudice to its right to compensation, Imagicasa reserves the right to dissolve or terminate this contract at any time without notice or compensation, in the event of non-payment on the due date

of a single invoice, the protest of a bill of exchange (even if it has not been accepted), any request for conciliation, amicably or judicially, any request for postponement of payment, not even official, or any other fact which shows the client's inability to pay.

24. Territorial jurisdiction.

24.1 Any dispute or dispute between the client and Imagicasa, which would not be settled by a written agreement or these terms and conditions of delivery and sale, shall be governed exclusively by Belgian law and shall fall exclusively within the jurisdiction of the courts of the judicial district of ANTWERPEN. These courts are expressly recognised and accepted by the parties as the only competent jurisdictions, whatever the customer's domicile may be.