

General terms and conditions

With effect from 01/01/2019

"All our services are carried out in accordance with the General Terms and Conditions. These are the mutual agreements concluded between us. Because good agreements make good friends."

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Chapter 1: Who or what is Fairtual Technologies?

Fairtual Technologies BV is a 100% Belgian company. Our shareholders are born and bred Belgians, there is no meddling from other parties.

Our mission:

We start with a mission. A mission to promote virtual events and showrooms. We believe in a hybrid future, where live (physical) and virtual (digital) can go hand in hand and support each other. We also believe that digital communication is an undeniable part of the communication mix. We greatly value transparency, customer service, and flexibility. How do we do this? With clear and usable advice, clear communication, and ... a smile. Because that's how we make the difference.

Our information:

FAIRTUAL TECHNOLOGIES BV - Koningin Elisabethlaan 18 - 8000 Bruges - CBE BE0899.916.411.

We are happy Belfius customers with IBAN account number: BE54 0689 3692 0397

Our team – our specialists:

We work with a team of specialists. Specialists we engage for our clients in order to make their event or project successful. Discover our employees on the team page of our website.

They are there to help you, every day.

Chapter 2: Our communication beforehand: focus on clarity

2.1 Our prices will always be communicated in advance as clearly and completely as possible. You will always know in advance how much you will pay, except for specific custom work.

2.2 We work with clear quotes and price agreements, so the price is clear and transparent in advance. Quotes will always be valid for 14 days.

2.3 An offer (in the form of a quote) will be considered to have been accepted following your explicit or implicit acceptance. When you accept an offer, this also means that you have read our General Terms and Conditions (in their entirety) and agree to them. We always ask you to sign the quote(s) digitally. This saves everyone a lot of work and paper.

2.4 Explicit acceptance means that you explicitly indicate that you agree with the offer (the quote), and that the work may be started. With implicit acceptance, you take some type of action from which it can be inferred that you agree with the quote (for example, you send us things we need to start to work on an order, or you pay a deposit).

2.5 The activities will start as soon as an order is accepted. A project is created and planned, the administrative framework is set up, internal briefings take place, etc. After this acceptance, you can no longer cancel free of charge. Of course, you can still cancel the order. If you cancel more than 1 month before the start of the event, you will pay 50% of the total costs (even if some work or other matters have not yet been carried out). If the cancellation takes place less than 1 month before the start of the event, you will pay 75% of the total costs (even if some work or other matters have not yet been carried out).

2.6 Deadlines are important when organizing an event. We will always clearly agree with you on the deadlines associated with the orders. We strive to meet 100% of our deadlines.

2.7 Since communication is important, we feel that it is necessary to make clear agreements on this (deadlines). For example, each project (event) is managed by our project manager(s). The Project Manager is the pivotal figure who manages the activities of the Art Director, the IT Manager, the 3D Designer, and the Marketing Manager. You should not contact these people directly, so that they can focus on their jobs. If you contact one of these employees directly, the time they spend on this will be charged to you at an hourly rate. Please keep this in mind. However, one of these employees may contact you himself/herself, in which case the above obviously does not apply (as far as this contact is concerned).

Chapter 3: The Cost – Invoicing and payments

3.1 Fixed costs

We work with "fixed costs" in most cases. This way, you, as a client, know exactly what you are getting into and you can budget your event perfectly. For example, fixed costs are charged for renting a stand, a pavilion, a conference room, and so on.

Fixed costs (together with any other costs) are stated in the quote and, as a rule, cannot be changed.

3.2 Variable costs

We also have "variable costs". The amount of our variable costs depends on the amount of the fixed costs. There are two variable costs.

First, there are the project management costs. This is the support offered to you by our people during the preparation and the live days of your event. The costs for project management always amount to 25% of the fixed costs.

We also have a variable eco-premium. Fairtual Technologies is a climate-conscious ecological company. The CO² footprint of our organization on 01/01/2021 was only 8,488.83 kg. In order to include our CO² emissions in their biomass, we want to plant around 500 trees every year. We share the cost to do this with our customers. For this reason, we charge a variable cost of 1% of the fixed costs and the custom work.

3.3 Hourly rates – custom work (or other work)

For work for which we charge hourly rates, such as custom work, we charge an hourly rate of 150 EUR, excluding VAT.

For example, if you ask us to customize a booth or develop an additional feature, we will initially estimate the number of hours (or days) we will need for this (these) development(s). You will then receive an offer, which will specify the number of hours (or days or a fixed rate). Please note that this is always an estimate. This means that there can either be more work or less work and therefore more or less can be invoiced respectively.

Meanwhile, our people are able to provide correct estimates, but our customers sometimes ask for additional; modifications or do not deliver the things we need for the development.

3.4 Travel costs

As an ecological company, we don't like to travel. Travel also means that we cannot work at our offices, for which reason we charge travel expenses of €0.75/km (including travel time). Since we are not able to take into account any travel expenses that "must" be incurred during the quotation phase, travel expenses are not included in the quote. They will be invoiced afterwards.

3.5 Invoicing

We always divide the costs over at least three invoices.

An initial invoice of 40% of the approved quote amount will be invoiced within the week following the signing of the quote.

The second invoice will be sent at least 4 weeks before the start of the event/project and amounts to 30% of the approved quote.

The third invoice will be sent at least 2 weeks before the start of the event/project and will amount to 30% (or the balance) of the approved quote.

If there are matters that must be settled after the event, this invoice will be sent immediately after the event/project.

3.5 Payments

The standard payment period is 14 days after the invoice date. If you wish to obtain a payment extension, this must first be approved in writing by Fairtual Technologies' Managing Director, Mr Diego Dupont. You cannot refer to your own payment terms or general conditions.

3.5 What if you have not paid within the payment term mentioned in 3.5?

Good agreements make the best friends, also with us. We make every effort to turn your event/project into a success. The respect we ask for in return is the correct payment of our invoices.

If an invoice has not been paid by the due date (invoice date + 14 days), you will receive a friendly reminder, asking you to pay the invoice within 7 days.

If you do not pay within 7 days of the reminder, you will receive a second reminder on the 21st day after the invoice date. This reminder will ask you again to pay the invoice within 7 days.

If you have still not paid by the 28th day, we will assume this is not because you forgot to complete the payment. The work will be interrupted temporarily you have paid all outstanding invoices. If any other invoices need to be issued, these will be drawn up and will be immediately exigible, notwithstanding any work or other matters that have not yet been carried out.

We would like to point out three things:

- Don't wait until the due date passes and you receive a reminder. You can also expect us to be proactive and to keep to the agreements/deadlines;
- In any case, make sure that the first 3 invoices are paid before the start of the event/project. We keep the digital doors closed in case of outstanding invoices;
- Do you have an unexpected problem when trying to pay an invoice? Please let us know! We are all people and entrepreneurs and we will always find a solution.

If an invoice has been due for more than 45 days, we will hold you in default. A conventional 10% penalty will be charged on the amount due, as well as 1% interest per started month.

3.5 What if you do not agree with an invoice you have received?

We obviously try to avoid this, but you may occasionally have a complaint. No problem!

You should send a motivated and clear email to info@virtualfair.be within 8 days after identification of the problem to inform us.

We will immediately do everything possible to solve the issue.

Please note that submitting this complaint does not mean that your payment obligations will be suspended!

3.6: Cancellation event

You will, of course, have the opportunity to cancel without charge within seven (7) days of signing the offer (the Agreement). In other cases of cancellation, you will owe a cancellation fee to us as stated below:

- for cancellation sixty (60) days or more before the Event start date determined by you: 50% of the Fee;
- for cancellation between sixty (60) and thirty (30) days or before the Event start date set by you: 75% of the Fee;
- for cancellation less than thirty (30) days before the Event start date set by you: 100% of the Fee plus cancellation costs of €2,500 (two thousand five hundred euros).

Chapter 4: Our approach: Focus on the Customer

4.1 We have one clear goal in mind for every order: a satisfied customer. We use every possible means to achieve this goal. We always do this at our own discretion and rely on our own experience and expertise to do so in an informed way. This means that we can also call on experts who are not affiliated with us, when we believe it would be appropriate to do so.

4.2 We love innovation and digitalization. We also use innovative and digital applications to streamline processes and make them easier. We expect you to accept and understand how to use our applications.

4.3 We strive for a satisfied customer. However, we do not believe in collaboration where everything comes from one side. We always try to work with you to achieve the desired result. This means that we also count on your cooperation.

4.4 Due to the specific nature of our activities, all commitments entered into between us must be considered best-efforts agreements. Due to the nature of our activities, it is impossible for us to undertake result-based agreements.

To clarify: A best-efforts obligation is an obligation based on which the contractor guarantees to the client that he will use all possible and available means to achieve a specific result. In the case of a guaranteed or performance agreement, the order can only be considered successful if the predefined result has actually been achieved (this is possible, for example, in the construction of a home, but not for our activities).

4.6 It is always our goal to build a healthy and lasting relationship with you. However, if it appears that further cooperation has become impossible due to certain circumstances, we have the right to terminate the agreement unilaterally.

4.7 The intellectual rights applicable to all matters developed by us fully remain our property at all times. You always receive a non-exclusive and non-transferable right of use. This also means that you may only use these matters for the purposes communicated in advance.

4.8 We take our responsibility. We accept liability for any serious or frequent minor fault that may occur in the execution of paid orders.

If you believe you have found a mistake, please send an email to info@virtualfair.be within 8 days of the date of this discovery. We will do everything in our power to rectify these errors within a reasonable time.

Should we not be able to correct our mistake, we will accept liability for the damage that is a direct consequence of this mistake. However, we cannot be held liable for any non-direct damage such as consequential damage, loss of profit, or an increase in the general costs (this list is obviously not exhaustive).

The damage for which we can be held liable can never exceed:

- The total invoiced amount (paid) excluding VAT.
- The amount for which we are insured through our professional liability policy (Axa - No. 010.730.530.920 up to an amount of EUR 125,000).

We do not evade our responsibility, and we expect the same from you. As a customer of ours, you must always take the necessary measures to safeguard us from damage attributable to a shortcoming on your part. Specifically, you must meet the deadlines we set.

4.9 Of course, force majeure can always happen. Both for you, and for us. This means that when an external cause occurs making the further execution of the agreement temporarily impossible for one of the parties, the agreement can be suspended for a maximum period of 90 days. If the force majeure still exists after this period, the agreement may be terminated permanently.

When a circumstance like this arises, the party who is prevented from complying with the agreement will notify the other party in writing of the nature of the force majeure, within 8 days after the first day on which the force majeure is established.

Chapter 5: And then..

5.1 Fairtual Technologies BV is a 100% Belgian company. This means that only the laws of Belgium govern the agreements we enter into. Disputes will be settled by means of arbitration. This means that all disputes that may arise from this agreement or from agreements that may result from it will be settled by an arbitration court, consisting of one or three independent and impartial arbitrators from the www.arbiters.be portfolio. If no agreement is reached between the parties, the appointment and/or replacement will be made by the List Administrator. The arbitration court will organize the proceedings and estimate the (provision for) arbitration costs. This clause replaces all other jurisdiction clauses.

5.2 These General Terms and Conditions apply exclusively to any agreement we have entered into. Any other terms and conditions of a contracting party other than ourselves are explicitly excluded. Deviation from these General Terms and Conditions is only possible if both parties have agreed to this in advance and in writing.

5.3 If any provision of these General Terms and Conditions proves to be invalid, this does not mean that the General Terms and Conditions are not valid in their entirety. The provisions not affected by nullity will therefore remain fully effective and applicable.

5.4 We have the right to engage specialized third parties for the performance of our assignments, and may transfer obligations arising from agreements we have entered into to said third parties at our discretion.

5.5 Once a contract has been concluded, we have the right to refer to the existence (and contents) of the contract in our commercial and promotional activities.

In making such references, we may use protected and non-protected trade names and trademarks of you and your exhibitors or other users of our platforms. Obviously, under no circumstances will sensitive information about you or users of our platforms be made public. You must inform third parties (exhibitors, speakers, or other stakeholders) of this and let us know if anyone objects.

5.6 As mentioned earlier, we are a company working with both internal and external workers (both employees and freelancers – who may be or may not be partners). Our costs indicate the hourly rates we charge. These hourly rates apply if we are the contracting party. We will always agree with you that you will not enter into any contracts with our staff directly. If you were to do so anyway (if you are invoiced directly by one of our employees), we will charge you an outsourcing fee equal to 35% of the rate you paid (or were invoiced) for or this employee. You get the picture...

Chapter 6: Acceptable user policy for our platforms

"We are living in hellish times as far as cybersecurity is concerned. That's why we like to make agreements about how both you and your visitors are expected to use our platforms. Below, you can read about what you can and cannot do, and about what is allowed and not allowed. Of course, we are also counting on your common sense."

-> It is important that you clearly communicate this policy to the platform users.

6.1. Introduction

1.1 This policy for acceptable use of our platforms (the "Policy") sets out the rules that apply to:

- a) the use of the website hosting the event, any following website, and the services available on that website or any following website (the "Platforms"); and
- b) the transmission, storage, and processing of content by you, or by any person on your behalf, using the Platforms ("Content").

1.2 When this Policy refers to "you", this refers to each Platform customer and each individual platform user, and "your" should be interpreted accordingly; any references to "us" in this Policy refer to Fairtual (and "we" and "our" should be interpreted accordingly).

1.3 By using the Platforms, you agree to the rules set out in this policy.

1.4 You should also ask your users (the stakeholders, such as visitors, exhibitors, speakers, etc.) for their express permission with respect to the terms of this policy before uploading or submitting any content or using the Platforms otherwise.

1.5 You must be at least 18 years old to use the Platforms; and by using the Platforms, you guarantee us that you are at least 18 years old. That seems clear to us...

2. General rules of use

2.1 You must not use the platforms in any way that causes or may cause damage to the platforms or impair their availability or accessibility.

2.2 You may not use the platforms:

- a) in any manner that is unlawful, fraudulent, deceptive, competitive, or harmful; or
- b) in connection with any unlawful, fraudulent, deceptive, or harmful purpose or activity.

2.3 You must ensure that all content complies with the provisions of this policy.

3. Unlawful content

3.1 The content must not be illegal or unlawful, it must not violate the legal rights of any person, and must not be able to give rise to legal actions against any person (in any event, in any jurisdiction, and under any applicable law).

3.2 The content and the use of content authorized by us in any way, may not:

- a) be defamatory or maliciously false;
- b) be obscene or indecent;
- c) violate any copyright, moral right, database right, trademark right,

- d) violate any design right, passive right, or other intellectual property rights;
- e) violate any right of trust, right to privacy, or right pursuant to
- f) data protection legislation;
- g) (e) constitute negligent advice or contain a negligent statement;
- h) (f) an incitement to commit a crime, instructions for committing a crime, or
- i) promote criminal activities;
- j) be in contempt of court, or in violation of a court order;
- k) violate racial or religious hatred or discrimination laws;
- l) be blasphemous;
- m) compete with us or our platform;
- n) constitute an infringement of the laws on State secrets; or
- o) constitute a breach of a contractual obligation towards a person.

3.3 You must ensure that the content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaints.

4. Graphic material

4.1 The content must be appropriate for all persons who have or may have access to the content in question.

4.2 The content must not depict violence in an explicit, graphic, or senseless manner.

4.3 The content may not be pornographic or sexually explicit.

5. Factual accuracy

5.1 The content must not be untrue, false, inaccurate, or misleading.

5.2 Statements of facts in content and related to persons (legal or natural) must be truthful; and opinions in content and related to persons (legal or natural) must be reasonable, fair, and state the basis of the opinion.

6. Negative opinion

6.1 The content may not consist of or include legal, financial, investment, tax, accounting, medical, or other professional advice, and you may not use the Platforms to provide any legal, financial, investment, tax, accounting, medical, or other professional consulting services.

6.2 The content may not consist of advice, instructions, or other information which can be observed and which, if observed, could cause death, illness, or bodily injury, or damage to property or any other loss or damage.

7. Etiquette

7.1 The content must be appropriate, civil, tasteful, and in accordance with generally accepted standards of etiquette and conduct on the Internet.

7.2 The content must not be offensive, deceptive, threatening, abusive, hateful, discriminatory, or inflammatory.

7.3 The content must not cause annoyance, discomfort, or unnecessary anxiety.

7.4 You must not use the Platforms to send hostile communication or communication intended to offend, including communication directed at a particular person or group of people.

7.5 You must not use the Platforms to deliberately upset or offend others.

7.6 You must not unnecessarily flood the platforms with material related to a particular topic or subject area, either alone or in conjunction with others.

7.7 You must ensure that the content does not duplicate other content available through the platforms.

7.8 You must ensure that the content is categorised appropriately.

7.9 You must use appropriate and informative titles for all content.

7.10 You must at all times be courteous and polite to other Platform users.

8. Marketing and spam

8.1 You may not use the Platforms without our written permission for any purpose related to marketing, advertising, promoting, selling, or providing any product, service, or commercial offering competing with us.

8.2 The content must not constitute or contain spam, and you must not use the Platforms to store or transmit spam – which for these purposes includes all unlawful marketing communication and unsolicited commercial communication.

8.3 You may not send spam or other marketing communication to any person using an email address or other contact information made available through the Platforms or encountered when using the Platforms.

8.4 You must not use the Platforms to promote, host, or operate chain letters, Ponzi schemes, pyramid schemes, matrix schemes, multi-level marketing schemes, "get rich quick" schemes, or similar letters, schemes, or programmes.

8.5 You must not use the Platforms in a way that could result in the blacklisting of our IP addresses.

9. Regulated businesses

9.1 You must not use the Platforms for any purpose related to gambling, betting, lotteries, sweepstakes, prize competitions, or any other gambling-related activity.

9.2 You must not use the Platforms for any purpose related to offering, selling, or distributing medicines or pharmaceutical products.

9.3 You must not use the Platforms for any purpose related to offering, selling, or distributing knives, guns, or other weapons.

10. Monitoring

10.1 You acknowledge that we may actively monitor the content and use of the Platforms.

11. Data mining

11.1 You may not conduct systematic or automated data scraping, data mining, data extraction or collection, or other systematic or automated data collection activities through or in connection with the Platforms.

12. Hyperlinks

12.1 You may not create any links with material that uses the Platforms or through the Platform and that, if made available through the Platforms, would breach the provisions of this Policy.

13. Malicious software

13.1 The content must not contain or consist of viruses, worms, spyware, adware, or other harmful or malicious software, programs, routines, applications, or technologies, and you must not promote, distribute, or execute them through the Platforms.

13.2 The content may not contain or consist of, and you may not promote, distribute, or execute any software, programs, routines, applications or technologies through the Platform that will or may have a material adverse effect on the performance of a computer or that poses material security risks to a computer.

14. Breaking the rules

14.1 If you and your users (the stakeholders, such as visitors, exhibitors, speakers, etc.) abide by the above rules, we will remain the best of friends. However, if we find that you have failed to comply with these rules, we will have the right to make the platform completely unavailable to you (and to suspend the contract), without you being entitled to any compensation or refund of any amounts already paid. Your users must also comply with this. If we discover that a user does not comply with the rules, we will immediately inform you, so that we can take the appropriate (legal) measures.