



YoungPotentials  
Doorniksesteenweg 145  
8500 Kortrijk  
27/02/2020

## **YoungPotentials web application – front-end & back-end**

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## 2. Contract

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- Tussen

### **Enterprise Applications and Services Integrations S.A.**

Doorniksesteenweg 145  
8500 Kortrijk

Ondernemingsnummer: BE0455.922.071  
BTW nr: BE0455.922.071

Hierna genoemd '**Abinet**'

Vertegenwoordigd door **Wannes Vanneste**, Managing Director

- En

### **YoungPotentials Vives**

Doorniksesteenweg 145  
8500 Kortrijk

BTW nr: BE0455.922.071

Hierna genoemd '**Klant**'

Beide partijen zijn het volgende overeengekomen.

De klant erkent kennis te hebben genomen van de algemene en commerciële voorwaarden van Abinet en bevestigt hiermee akkoord te gaan.

Tweevoudig gemaakt en ondertekend in Kortrijk

Datum:

Abinet,

Datum:

Klant,

### 3. Samenvatting

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Naar aanleiding van onze besprekingen sturen wij van Abinet u graag ons voorstel voor de ontwikkeling van een web applicatie die ontworpen is voor studenten, oud-studenten, werkzoekenden en werkgevers.

#### 3.1. Doel

Deze web applicatie is ontworpen om studenten, oud-studenten en werkzoekenden een platform aan te bieden om op een simpele manier naar vacatures/stages te kunnen zoeken en in contact te brengen met potentiële werkgevers. Deze applicatie geeft gebruikers toegang tot inhoud en informatie die rechtstreeks verband houdt met hun afstudeerrichting.

De visuele identiteit van Vives en partner KU Leuven wordt weergegeven binnen de applicatie en verschillende functies. De applicatie zal "YoungPotentials.org" genoemd worden.



Met deze app kunnen gebruikers ook op een eenvoudige en intuïtieve manier een lijst met favoriete vacatures aanmaken en informatie, zoals bijvoorbeeld de curriculum vitae, verzenden naar potentiële werkgevers.

Werkgevers kunnen vacatures plaatsen en tags toevoegen. De tags die kunnen worden toegevoegd zijn het studiegebied, de opleiding, de afstudeerrichting en de keuze

De gebruikers hebben enkel toegang tot deze functies als er een account wordt aangemaakt.

Het oorspronkelijke doel is om Vives studenten een extra service aan te bieden na en tijdens de studies.

De web applicatie zal worden ontwikkeld voor alle courante web browsers en zal compatibel zijn voor PC, tablet en smartphone.

## 3.2. Budget Samenvatting

### 3.2.1. Ontwikkeling

Voor het gemak worden alle functies en opties in de onderstaande ontwikkelingssectie berekend op basis van een vaste prijs (inclusief projectmanagement). In geval van annulering van een optie kan de prijs als zodanig in totaal worden afgetrokken.

U vindt details van ontwikkelingen in de sectie "Doel van ontwikkeling".

Hieronder vindt u ons voorstel op basis van onze besprekingen en uw keuze van opties.

Als onderdeel van de samenwerking tussen Abinet en Vives YoungPotentials staan we klaar om u een korting van 10% te verlenen als u onderstaande opties kiest.

	Front-end	Back-end	Server
Project Initializing	€ -	€ -	€ 200,00
Strategy & Planning	€ -	€ 1.710,00	€ -
Functional Analysis	€ 640,50	€ -	€ -
Design	€ 4.560,00	€ -	€ -
Development	€ 36.232,50	€ 26.090,00	€ -
Integration -Back-end	€ -	€ 2.248,20	€ -
Publication	€ -	€ -	€ 58,00
Quality Assurance	€ 4.203,25	€ 4.019,50	€ 140,00
Releases & Installation	€ -	€ -	€ -
Project Management	€ 5.404,65	€ 5.109,70	€ 151,30
<b>Totaal per onderdeel</b>	<b>€ 51.040,90</b>	<b>€ 39.177,40</b>	<b>€ 549,30</b>
<b>Totaal offer</b>	<b>€</b>		<b>90.767,60</b>
<b>Abinet korting 10%</b>	<b>€</b>		<b>9.076,76</b>
<b>Finaal offer</b>	<b>€</b>		<b>81.690,84</b>

Hieronder is een lijst met verschillende functies die worden ontwikkeld uit de bovenstaande tabel:

- Standaard Framework (Home Pagina, Navigatie Menu, Sign-in, Multilingual,...)
- Vacature/stage pagina
- Favorieten pagina
- Filter component
- Solliciteer nu optie
- Navorming verwijzing

### 3.2.2. Recurrente kosten

Alle details van de recurrente kosten staan in het gedeelte "Recurrente kosten" van dit document.

Beschrijving	Qty	Prijs/Maand	Totaal/Jaar
Hosting	20Mbps/50Mbps	€ 200,00	€ 2.400,00
Onderhoud	5 Dagen	€ 960,00	€ 4.800,00

Totaal offer	€ 7.200,00
Abinet korting 5%	€ 360,00
Finaal offer	€ 6.840,00

Recurrente kosten zijn verplichtingen over een periode van 2 jaar.

De kosten worden jaarlijks op voorhand gefactureerd.

Beëindiging van het contract door de klant moet schriftelijk of per e-mail worden gedaan drie maanden voor het einde van de lopende periode.

## 4. Doel van ontwikkeling

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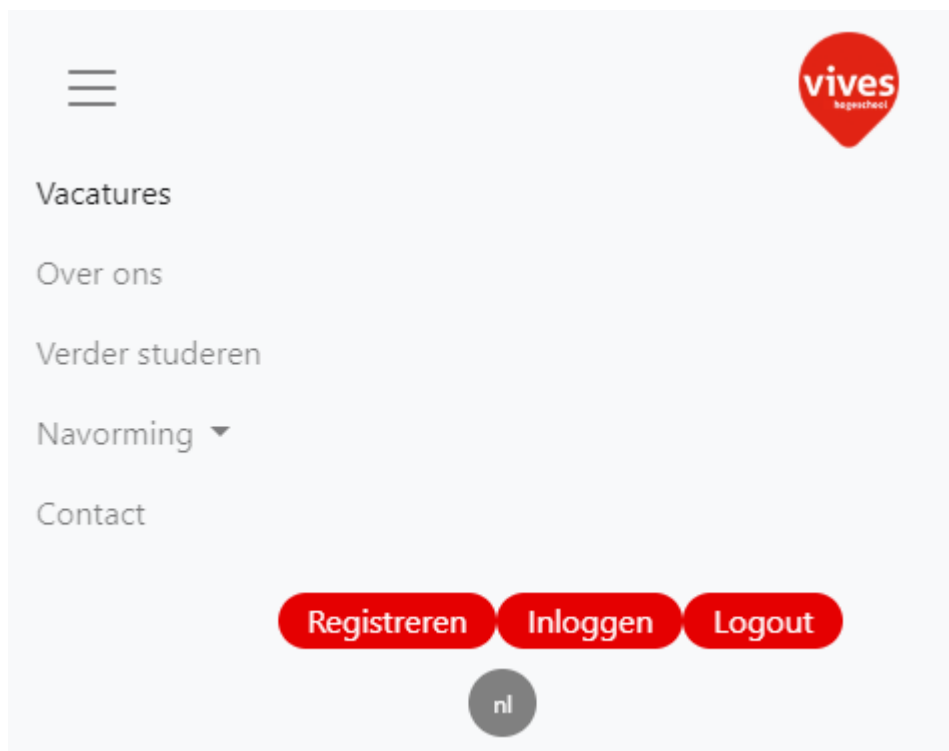
### 4.1. Schermen overview

1. Navigatie Menu
2. Home pagina
3. Vacature/stage
4. Vacature/stage met filter component
5. Favorieten pagina
6. Inloggen gebruiker/bedrijf
7. Profiel bewerken
8. Vacature toevoegen bedrijf
9. Solliciteer nu functionaliteit

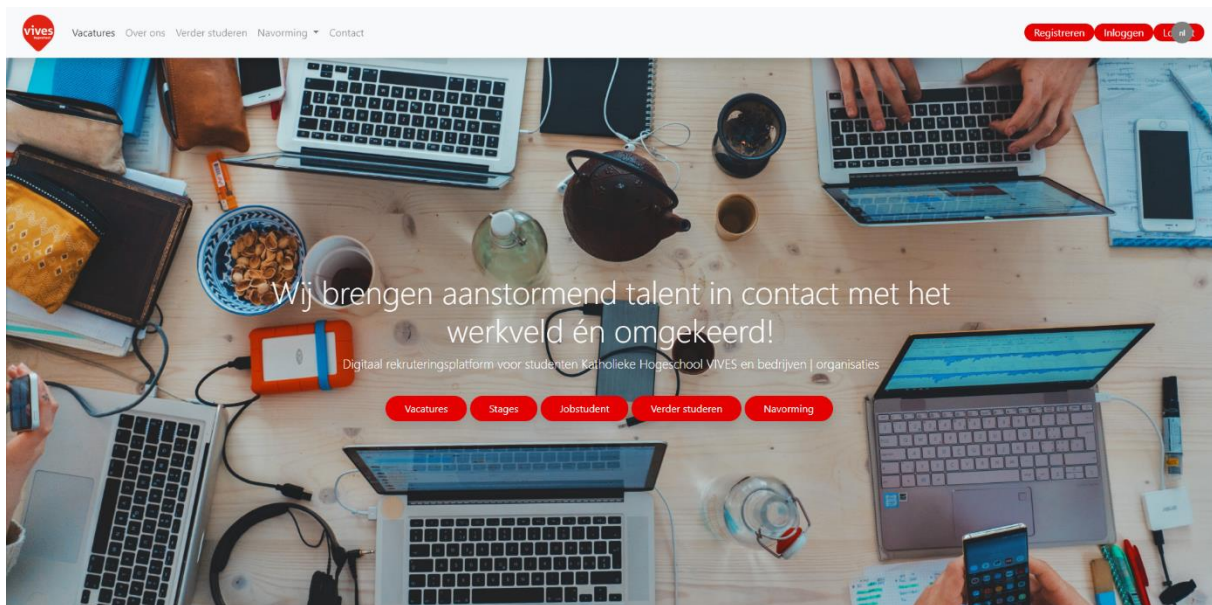
De onderstaande interfaces zijn bedoeld als voorbeelden om u een idee te geven van de verschillende functies (deze vertegenwoordigen niet de uiteindelijke functionaliteiten van de web app).

In het kader van de samenwerking zullen onze grafische en ergonomieteams alle verschillende schermen en scenario's beoordelen om de app "gebruiksvriendelijk" te maken en alle benodigde gegevens te kunnen ophalen.

### 4.2. Navigatie Menu



### 4.3. Home pagina



### 4.4. Vacature/stage met filter component

**FILTER:**

- ☐ HWB
- ☐ Biotechniek
- ☐ Sociaal

**Filter toepassen**

**R&D Laborant**  
Lab Support | Vlaanderen en Brussel | 13-08-2019 |

Lab Support is gespecialiseerd in rekrutering in en rond het laboratorium voor vaste en tijdelijke functies op A2, Bachelor, Master of PhD-niveau binnen de (petro)chemie, farmacie, voeding, biotechnologie, cosmetica. Lab Support creëerde het concept van rekrutering door wetenschappers, voor wetensch...

Handelwetenschappen

Sociaal-agogisch werk

Biotechniek

**R&D Laborant**  
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Handelwetenschappen

Sociaal-agogisch werk

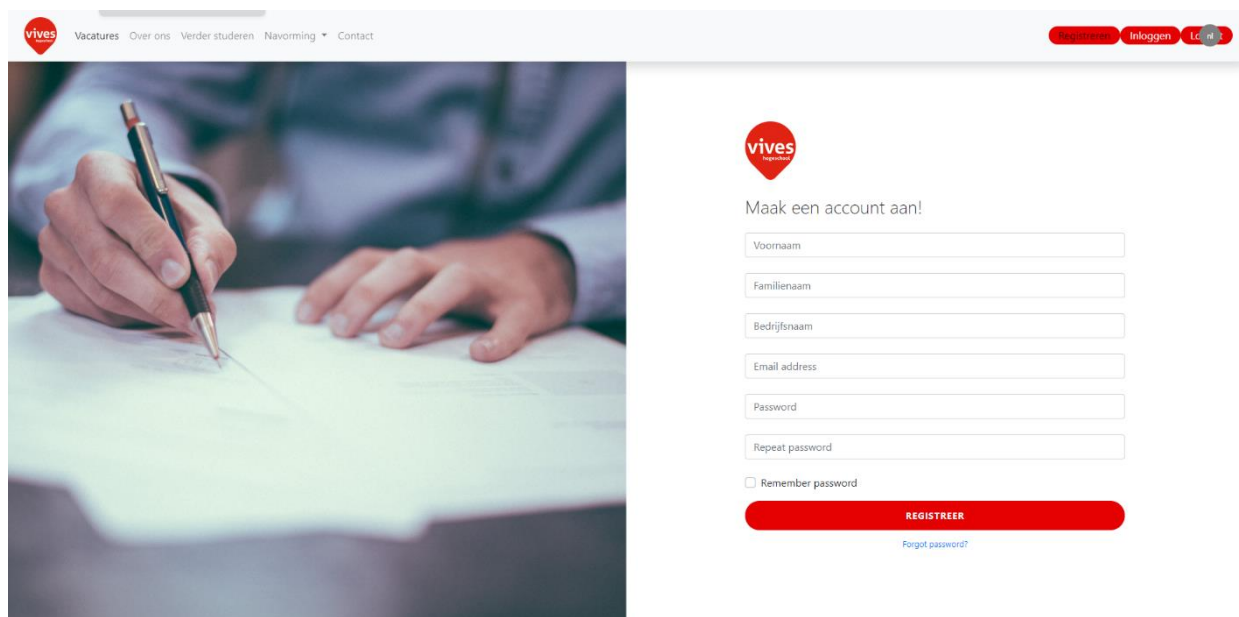
Biotechniek

### 4.5. Favorieten pagina

Nog geen afbeelding.



## 4.6. Inloggen gebruiker/bedrijf



The screenshot shows the Vives website's registration page. On the left is a large image of a person's hands signing a document. The right side contains a registration form with the Vives logo at the top. The form includes input fields for 'Voornaam', 'Familiennaam', 'Bedrijfsnaam', 'Email address', 'Password', and 'Repeat password'. There is a checkbox for 'Remember password' and a red 'REGISTREER' button. A link for 'Forgot password?' is located below the button. The top navigation bar includes links for 'Vacatures', 'Over ons', 'Verder studeren', 'Navorming', and 'Contact', along with 'Inloggen' and 'Uitloggen' buttons.

**vives**  Hogeschool

Vacatures Over ons Verder studeren Navorming Contact

**vives**  Hogeschool

Maak een account aan!

Voornaam

Familiennaam

Bedrijfsnaam

Email address

Password

Repeat password

☐ Remember password

**REGISTREER**

[Forgot password?](#)

## 4.7. Profiel bewerken

Nog geen afbeelding.

#### 4.8. Vacature toevoegen bedrijf

### Nieuwe vacature toevoegen

Titel vacature

Geef je email op \*

Geef de bedrijfsnaam op \*

Kies een stad \*

Beschrijving \*

Uploaden vacature

Kies bestand

Selecteer een studiegebied \*

Uw keuzes:

Opleidingen:

Type

☐ Vacature

☐ Stage

☐ Vrijwilligerswerk

Zichtbaar tot

Selecteer een datum

## 4.9. Solliciteer nu functionaliteit

1 Email validatie — 2 Uploaden sollicitatiebrief — 3 Algemene voorwaarden — Verstuurd

### Email validatie

Controleer de gegevens

Controleer uw email \*

test@gmail.com

Email ontvanger

test@gmail.com

Opmerking voor de ontvanger

Laat een opmerking achter

Next

1 Email validatie — 2 Uploaden sollicitatiebrief — 3 Algemene voorwaarden — Verstuurd

### Uploaden sollicitatiebrief

Hieronder kunt u uw sollicitatiebrief uploaden. Deze zal als bijlage aan de mail toegevoegd worden.

  
Kies een file...

Back

Next

 Email validatie —  Uploaden sollicitatiebrief —  **Algemene voorwaarden** —  Verstuurd

## Algemene voorwaarden

Door het versturen van jouw sollicitatie gaat u akkoord met de [algemene voorwaarden](#) en [privacy policy](#) van Youngpotentials.org.

☐ Ik ga akkoord met de algemene voorwaarden

Back

Versturen

 Email validatie —  Uploaden sollicitatiebrief —  Algemene voorwaarden —  **Verstuurd**



**Uw sollicitatie is verstuurd!**

## 5. Recurrente kosten

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### 5.1. Hosting

Om een hoge beschikbaarheid van de web applicatie en zijn verschillende functionaliteiten te garanderen, hebben we onze berekeningen gebaseerd op dagen van zware instroom (periode na het afstuderen / keuzemoment van stages) en de rest van het jaar.

We hebben onze berekeningen gebaseerd op 1000 gebruikers, wat betekent dat op drukke dagen een bandbreedte tot 50 Mbps wordt gebruikt en op andere dagen tot 20Mbps. De totale kosten voor het hosten van de web applicatie zijn gebaseerd op een gemiddelde berekend over een jaar.

Description	Qty	Days/Year	Total/Year
Hoge Beschikbaarheid	50Mbps	30	445,52€
Lage Beschikbaarheid	20Mbps	335	1954,48 €
Total			2400,00 €

### 5.2. Onderhoud

De contractonderhoudsdienst van de web applicatie is een service die wordt uitgevoerd volgens het 'Best Effort'-principe.

Momenteel hebben we in totaal 5 dagen onderhoud voor de web applicatie. Dit kan veranderen afhankelijk van de evolutie van de applicatie.

Op basis van deze overeenkomst stellen we voor om het apps-onderhoudscontract te starten vanaf april 2020.

Houd er rekening mee dat alle fouten die zich voordoen bij de ontwikkeling van het project onder de garantie vallen.

### 5.2.1. Service Level Agreement (SLA)

De garanties voor de SLA-contracten zijn zoals we laatst beproven hebben. In het kader van dit contract stellen wij ons standaard garantieniveau voor - "Best Effort".

ABINET kan verschillende niveaus van SLA-contracten bieden (brons, goud, platina). Deze contracten garanderen een reactietijd en ondersteuning bij de klanten die zich hebben ingeschreven voor dit soort ondersteuning.

De bestaande SLA-contracten dekken echter het element "Infrastructuur" van onze projecten.

Op dit moment bieden we geen SLA-contracten voor de applicatiezijde.

ABINET zou bereid zijn een contract voor de toepassingskant voor te stellen. Aangezien dit type contract nog niet bestaat, zullen we hieraan werken om een oplossing voor te stellen die is afgestemd op uw specifieke behoeften.

## 6. Specifieke condities

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**This contract contains a couple of specific conditions. In case of agreement before 24th April 2020, these specific conditions take priority over ABINET's general conditions.**

### **INTELLECTUAL PROPERTY**

As standard, all rights relating to the web application and its content, as well as its functionalities, are the exclusive property of Vives YoungPotentials. In the framework of this contract, specific developments of the Web application are owned by Vives YoungPotentials. Developments related to ABINET standard tools remain the property of ABINET.

All intellectual property rights in respect of the Trade Marks, designs, photos and all advertising and promotional material produced under this Agreement by Vives YoungPotentials shall remain both during the Contract Period and thereafter the property of Vives YoungPotentials. Abinet acknowledges that this Agreement does not operate to vest any right, title or interest to or in such Trade Marks or designs.

Abinet hereby acknowledge that they do not have any rights whatsoever to use the Vives YoungPotentials Trade Marks, photos or designs or authorise any third party so to do without the prior written consent of the other party.

### **TERMS OF EXECUTION**

1. Abinet undertakes to execute the present agreement to the best of its abilities and to spend the time and attention that may reasonably be necessary to that effect, taking into account the quality of service that can be expected from Abinet with this kind of expertise and experience.
2. Abinet undertakes to fulfil all the formalities, registrations and entries to allow for a legitimate and valid execution of the present agreement and to observe all legal provisions and applicable regulations. Abinet also guarantees that the employees or any other persons providing the Services have fulfilled all the formalities, registrations and entries and observe all legal provisions and applicable regulations.
3. Abinet shall never pretend to be an employee or agent of Vives YoungPotentials, in any way whatsoever. Abinet does not have the authority to represent or to bind Vives YoungPotentials.

### **TERMINATION**

1. Either Party may terminate this agreement at any time, with immediate effect and without any notice or compensation in lieu thereof, in case of a serious failure of the other Party to comply with its obligations arising from this agreement or a violation of the provisions of this agreement, insofar as the above will not have been remedied within one month of the notice of default sent by the other party.
2. Either Party may terminate this agreement at any time, without any notice or compensation in lieu thereof and without any prior notice of default, in case of bankruptcy of the other Party or in the event of the latter entering into composition or any other similar procedures.
3. Either Party may terminate this agreement at any time with immediate effect, without any notice or compensation in lieu thereof and without any prior notice of default, in the event of Abinet defending interests that are in conflict with the Vives YoungPotentials' interests.
4. The notice of termination is to be sent by registered letter. The date of the postmark on the receipt of registered letter will be deemed evidence of the date of notice of termination.

### **GUARANTEES**

Abinet guarantees that it is a company validly established under Belgian laws and that it complies and will always comply with all legal obligations resting upon it, including social, tax and company law obligations.

### **INFORMATION FROM RBFA/KBVB/URBSFA**

Any information that Abinet receives during the execution of the present agreement, are and will always remain Vives YoungPotentials' property.

### **CONFIDENTIALITY**

1. It is forbidden for Abinet to disclose to third parties, to diffuse or to use for any other purpose than for the execution of this agreement, except if Abinet is required to do so by law or under a criminal or judicial investigation, any information that belongs to or relates to Vives YoungPotentials, its sponsors or partners and which Abinet becomes aware of during the execution of this agreement with respect to which this confidentiality clause is expressly imposed upon the Abinet by Vives YoungPotentials.

7.2 Furthermore Abinet shall refrain from disclosing any personal data and agreements between Vives YoungPotentials and any other person or legal entity, except if it is ordered to do so by public authorities or if communication thereof is required.

7.3 If necessary, Abinet reserves the right to make a connection with Vives YoungPotentials' database by means of exclusive interfaces (an intermediary used by two systems to communicate) between Vives YoungPotentials' database and that of the Abinet, in order to facilitate and accelerate certain data views (data of players and matches). The retrieved data will remain Vives YoungPotentials' property at all times and cannot be modified by Abinet. These interfaces can only be used by the Abinet under the present agreement.

7.4 This commitment is valid both during the term of this agreement and after termination thereof. Any non-compliance, however minor that may be, with the confidentiality clause as stipulated in the present agreement, shall cause irreparable damage to Vives YoungPotentials, resulting in the immediate termination of the agreement without any notice or compensation in lieu thereof. In addition, Vives YoungPotentials shall reserve the right to demand a compensation for the damage incurred on account of the confidential information having been diffused, disclosed or made available, without prejudice to any criminal proceedings.

## **COMMUNICATIONS**

Parties undertake to consult with one another in advance regarding the communications, if any, that will be transmitted to third parties within the framework of this Agreement. Parties shall refrain from delivering press communications that (may) have a negative impact on the other Party and its partners.

## **SEVERABILITY**

If any provision of this Agreement is deemed illegal, invalid or unenforceable, as a whole or part thereof, pursuant to an applicable law of any nature whatsoever, that provision shall be considered not to be part of this Agreement and not to affect the legality, validity or enforceability of the remaining provisions of this Agreement.

If such illegal, invalid or unenforceable provision affects the overall character of this Agreement, either Party must use its best endeavours to provide a valid replacement provision, immediately and in good faith.

## **ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between Vives YoungPotentials and the Abinet with respect to the object thereof.

This Agreement replaces and destroys any previous, oral or written agreements, communications, offers, proposals or correspondence that may be exchanged or that may have originated between Vives YoungPotentials and Abinet.

This Agreement can only be modified with the written consent of both Parties.

This Agreement can only be transferred to third parties with the written consent of the other Party.

This agreement does not conflict with the sponsorship contract in place between Vives YoungPotentials and Abinet.

## **APPLICABLE LAW – COMPETENT COURT**

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of Belgium.

Any disputes arising from or relating to this Agreement for which no amicable solution can be found, must be submitted to the Courts and Tribunals of Brussels.



## 7. Commerciële Condities

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### **Offer validity**

Our offer is valid for 3 months. Hardware and software offers are valid for 2 weeks.

All the amounts indicated in our offer are VAT exclusive.

The formation of the contract between ABINET and the customer will be final only after this one accepted on the one hand the offer and on the other hand the ABINET general conditions, of which only the commercial section is summarized below.

If there are existing specific conditions in the contract, these are prior to the ABINET commercial and general conditions.

If the purchase conditions of the customer are signed by ABINET, these conditions are prior to the ABINET commercial and general conditions.

The ABINET commercial and general conditions are however prior for all non mentioned points in the purchase conditions of the customer.

### **Invoicing terms**

#### **Services**

The "time and means" working days are invoiced 100% end of month. When the work is done on-site, the minimum duration for the invoice is a half day (4 hours) and the invoice unit is a half day (4 hours). That means that any started half-day work is invoiced even if the working duration is lower. For all phone call, the minimum duration of invoicing is ¼ hour. The unit of invoicing is ¼ hour.

The customer may request that work is done outside normal office hours (before 8.00 AM or after 6.00 PM, during weekends or public holidays). In this case, this work shall be charged at the rate of 200% of the standard rate for public holidays and 150% for the others working time, in addition to travel and possible overnight expenses.

The pricing rate per hour will be indexed on January 1st of each year on the basis of consumer price index. The basic index is based on each December of the year preceding the working year. The new index is then on each December preceding the New Year's Day.

#### **"Fixed price" projects**

For developments and/or projects requiring less than 24 working days, the invoicing terms are 100% on ordering.

For developments requiring more than 24 days, the invoicing terms are 30% on ordering, 30% during the analysis, 30% on the delivery and 10% on the final acceptance.

#### **Co-Sourcing**

For the « Co-Sourcing » contract from 1 and 24 working days per year, the contract is invoiced annually in an anticipatory way at the beginning of calendar year.

For the "Co-Sourcing" contract from 25 to 48 working days, the contract is invoiced semi-annually in an anticipatory way at the beginning of the six-month period.

For the "Co-sourcing" contract of more than 49 working days, the contract is invoiced quarterly in an anticipatory way at the beginning of the quarter.

When the work is done on site from Monday to Friday, the invoicing unit is 1 hour with a minimum duration of 2 hours invoicing. When the work is done on site during Saturday, Sunday or on legal holidays, the invoicing unit is 1 hour with a minimum duration of 4 hours invoicing.

For phone calls, the minimum duration for the invoice is ¼ hour and the unit invoice is ¼ hour.

#### **ABINET Software**

The invoicing terms for standard ABINET software are 30% on ordering, 50% on the delivery of the software and 20% on the final acceptance. The part of delivery is invoiced at the latest 6 months after the delivery if this delivery is not carried out for reasons specific to the customer. The part of reception is invoiced at the latest 12 months after the delivery if this delivery is not carried out for reasons specific to the customer. The invoicing of the maintenance of the first year is invoiced with the part of the ordering of the licence on basis of the physical installation date that is known when the contract is signed. The physical installation means the installation of the software on your server and not the effective start of the software. For the next years, the maintenance is invoiced during December prior to the concerned year.

#### **Trainings**

The invoicing conditions for our regular trainings are 100% at the reception of the order. The customer may cancel his participation, by mail, until 10 working days before the start of the training. After this deadline, the entire amount

of the training will be invoiced and no credit note will be allowed. The customer may then either send another collaborator, or participate in a session that takes place later.

### **Hardware and Software**

The invoicing terms for system hardware and software which are not developed by ABINET are 100% on ordering. The hardware and software installation costs are not included in our sales prices and are carried out on "time and means" basis. The delivery costs and taxes like Recupel, Auvibel, Bebat or Repobel are invoiced on top. For any order lower than 1.000,00 €, an amount of 100,00 € will be invoiced for administrative costs. Every intervention done by ABINET for "defect" type of problems (hardware breakdown, system or program errors) or for "non-defect" type of problems (misuse) are invoiced to the customer at the rates in effect.

### **Travel expenses**

Travel expenses are calculated on the basis of 0,85 € per Km with a minimum of 85,00 € (one-way and return). Travel expenses also cover travel time.

### **Payment terms**

All invoices are payable within 10 days of the date of invoice and without discount.

## 8. Algemene voorwaarden voor het gebruik van de web applicaties

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### **Accepting the Web application general terms and conditions**

By using an ABINET application, hereinafter referred to as “the Web application”, to enjoy the related services, hereinafter referred to as “the Services”, you irrevocably agree to be bound by the Web applications general terms and conditions.

The english language version of the Web application general terms and conditions shall prevail if there is any discrepancy between this version and versions translated into other languages.

### **Adapting the Web applications general terms and conditions**

ABINET reserves the right to adapt the Web applications general terms and conditions, the latest valid version of which can be viewed on the website [www.Abinet.net](http://www.Abinet.net), at any time and before use.

Continuing to use the Web application after the Web applications general terms and conditions have been changed will imply that you have irrevocably accepted the new version.

You have the option at any time not to start or continue to use the Web application if you do not accept the Web applications general terms and conditions in the version in force when it is used.

### **Intellectual property**

As long as you respect the Web applications general terms and conditions, ABINET grants you a non-exclusive, non-transferable and revocable licence to use the Web application.

All rights relating to the Web application and its content, as well as its functionalities, (1) are the exclusive property of ABINET (particularly intellectual rights connected to its design as well as its development, source code, copyright and trademarks, hereinafter referred to as the “Intellectual Rights”), (2) are protected by the applicable international and national legal provisions, and (3) are under no circumstances transferred in full or in part within the context of the licence to use the Web application.

By using the Web application, you undertake to respect ABINET’s Intellectual Rights, as well as those generally owned by anybody else, including in particular, not to copy, forward, download or share content without obtaining the necessary rights to do so.

If one or more points in this article are breached, ABINET will be entitled to remove the content in question and suspend or cancel your licence to use the Web application without notice or compensation.

Any suggestion that you pass on to ABINET to adapt or improve an ABINET Web application may be used by ABINET free of charge, irrevocably and without any conditions.

### **Suspension and cancellation**

ABINET can adapt and add to the functionalities of the Web application or remove some of them without the need to inform you of this in advance or to offer you any compensation.

You can stop using the Web application when you choose, without any right to receive a refund of any value whatsoever.

ABINET can at any time, without the need to give a reason, notice or compensation, suspend your ability to use the Web application, or withdraw the option completely, including in particular if the Web application is no longer available on the market, if the Web applications terms and conditions are not respected, or if use of the Web application may be disrupted for you or one or more other users, or cause damage to ABINET or to a third party.

The suspension or cancellation of the licence to use the Web application will mean that you will no longer have any access to your data, without you having any recourse against ABINET.

## **Your responsibility**

You are responsible for the information that you pass on to ABINET with a view to them granting you a licence to use the Web application. You confirm that it is correct and you undertake to pass on any modifications to ABINET.

You are fully and exclusively responsible, without any recourse against ABINET, for using the Web application and any consequences of that use.

Specifically, you are responsible for the confidentiality of any codes and passwords allowing you to use the Web application, and access to your information as well as this use and this access by any third party, whether or not they are authorised by you.

In particular, you undertake (1) not to abuse your use of the Web application, (2) not to disrupt or interrupt use of the Web application by one or more users, (3) not to make the Web application available to third parties via unauthorised distribution channels, (4) not to use the Web application if you are below the minimum age required, which is 13 or more in some countries, (5) not to publish or share content that is obscene, pornographic or that incites sectarianism or religious, racial or ethical hatred, (6) not to break the law in any way, including in particular by storing, publishing or sharing content that is fraudulent, defamatory, deceptive or infringes other people's privacy or rights.

If the licence to use the Web application has been granted by ABINET to your employer, the latter may at any time have access to your information and suspend or withdraw your ability to use it.

## **ABINET's responsibilities**

ABINET is under no circumstances responsible for use of the Web application by the users, whether that is you or third parties to whom you have voluntarily or involuntarily given access to your information, or for the consequences of this for each of them and for third parties.

If the Web application relates to a publication or an exchange of information or content between users, ABINET will under no circumstances be responsible for the content published and shared, which it is not bound to control.

The Web application is made available to users at the current stage of its development.

ABINET does not offer any guarantee relating to the Web application.

Specifically, without this list being exhaustive, it does not guarantee that the Web application does not contain any programming or other errors, that it meets all the expectations of every user, that it will not be the subject of any malfunctions, that use will never be interrupted or not possible, that it can be used in any location, that there will be no loss of content or any other information, that it is suitable for a particular use or that there will never be any problem transferring or saving data.

As a result of this, neither ABINET nor any of its employees, subcontractors, suppliers or distributors, will have to provide any compensation to anybody (whether or not they are users) if there is any direct or indirect damages (e.g. damages for loss of earnings or profit) resulting in particular from one of the circumstances described in the previous paragraph.

Lastly, if compensation has to be provided for any damages in accordance with a law, this compensation cannot cover indirect damages or be greater than three times the total amount paid by you to ABINET for the licence to use the Web application.

## **Communication**

You agree that ABINET can contact you by any means, whether electronic or not, with information about the Web application or other products developed or marketed by them and, to this end, you undertake to keep your contact details up-to-date.

If you would like to stop receiving these messages at a later date, all you need to do is inform ABINET by sending a message to [info@Abinet.net](mailto:info@Abinet.net) or by post, by writing to Doorniksesteenweg 145 8500 Kortrijk

## **Applicable law and disputes**

Any dispute between ABINET and you will be referred to the exclusive jurisdiction of the courts of its registered offices in Belgium.

If ABINET needs to serve you with notice of proceedings it can commence proceedings at the court dealing with those proceedings.

In any case, the court dealing with the proceedings will apply Belgian law.

## **Miscellaneous**

You cannot transfer to anybody else the rights and responsibilities resulting from the licence to use the Web application, which is granted to you by ABINET.

If ABINET does not call for the application of one or more clauses of these general terms and conditions, this cannot be interpreted as their relinquishment of the right to demand that it is applied.

## **Contact**

If you have any question about the agreement between us after ABINET has granted you the licence to use the Web application and you have accepted these general terms and conditions, you can get in touch by email, by sending a message to [info@Abinet.net](mailto:info@Abinet.net) or by post, by writing to Doorniksesteenweg 145 8500 Kortrijk.