

## GENERAL TERMS AND CONDITIONS

The active company boostU operates under three different names: boostU and enplooi. Below, you will find the general terms and conditions applicable to our services and sales under these names:

### Services under boostU and enplooi

- **Applicability:** All contacts, offers, specifications, quotations, order forms, agreements, and their execution between the customer and boostU/enplooi are governed exclusively by these general terms and conditions. The applicability of the customer's own terms and conditions is expressly excluded. The customer hereby explicitly waives all clauses or conditions that deviate from, differ from, or conflict with the present terms and conditions, regardless of how they are named, unless boostU/enplooi has expressly agreed to them in advance.
- Specifications and **price quotations** are based on the current values of wages, materials, and services. If these values change, boostU/enplooi reserves the right to adjust the prices proportionally.
- boostU/enplooi cannot be held to its quotations or offers if the customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error. Offers or quotations do not automatically apply to future orders.
- **Delivery periods** are provided for informational purposes only and do not bind boostU/enplooi. Delays in delivery do not entitle the customer to (damage) compensation.
- Any objection to an invoice must be made in writing within eight days of the invoice date. Please always include the date and number of the invoice.
- All invoices are payable immediately, unless explicitly agreed otherwise.
- **Late Payment:** In case of non-payment of the invoice within the stipulated period, late payment interest is automatically and without prior notice due from the due date, at a rate of 10% per year on the invoice amount. Additionally, as a penalty clause and without prior notice, a fixed compensation of 10% of the invoice amount is due, with a minimum of €50.
- **Cancellation:** In case of cancellation of the order, the customer is also liable for a fixed compensation of 15% of the order value, with the same minimum of €50, expressly subject to the possibility of claiming higher damages.
- The customer is not permitted to use purchased services for unlawful or criminal activities.
- If boostU/enplooi is unable to fulfill the agreement due to force majeure, strikes, lockouts, etc., it reserves the right to terminate the agreement without any obligation to pay compensation.
- **Force Majeure and Termination:** boostU/enplooi also reserves the right to consider the agreement automatically terminated without prior notice in case of bankruptcy, apparent inability to pay, or any change in the legal status of the customer. In case of non-payment, boostU/enplooi reserves the right to consider the agreement automatically terminated for the entirety or the unfulfilled part.
- For ongoing agreements without contractual or quotation-based agreements regarding notice periods, a notice period of three (3) months applies, starting from the month in which the notice is communicated to boostU/enplooi or the customer.
- **Advance Payment:** If boostU/enplooi commits to providing services, it may request an advance payment of 50% of the total invoice amount after the design phase. If the advance payment is not made, boostU/enplooi is entitled to suspend further deliveries, performances, and services.
- **Ownership:** As long as the delivered work is not fully paid (principal, interest, penalty clause, and costs), it remains the exclusive property of boostU/enplooi. Even after payment, the work made available to the customer remains the property of boostU/enplooi unless further written agreements are made between boostU/enplooi and the customer regarding the transfer of ownership.
- **Portfolio:** boostU/enplooi reserves the right to include completed projects in its portfolio.
- boostU/enplooi does not guarantee success, chances of success, or returns and cannot be held liable for not achieving results. This is because these results are heavily influenced by external factors, both online and offline, over which boostU/enplooi has no control. For example: actions of the customer themselves, as well as third parties such as Google, Yahoo, affiliate sites, etc. Furthermore, the customer acknowledges the online competition level or the unpredictability of search engines as factors affecting the results.
- To achieve the agreed-upon goal of the agreement, boostU/enplooi will, for certain services, depend on the services, software, and offerings of other parties. Media budgets prepared in advance by boostU/enplooi are only indicative and may differ from the amounts invoiced by third parties. In case of

discrepancies, the invoices of the relevant third parties will be considered the actual amounts and/or quantities.

**Applicable Law and Dispute Resolution: In case of disputes, Belgian law applies, and the courts of Antwerp have exclusive jurisdiction.**

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