

GENERAL TERMS AND CONDITIONS

The present terms and conditions apply to all contracts (present and future) arranged by Mediation S.A. also designated here after by the terms « we » or « our company » with its clients. The client's general terms and conditions, as well as all modifications made by the client to our general and/or particular conditions, can never be opposed to us, unless oral or written agreement from us. The fact that we do not refer to terms and conditions at any particular time can never be interpreted as a renunciation of our side that can be used against us later on.

Responsibilities

The responsibility of Mediation S.A. towards the client is limited to deliberate acts and substantial mistakes.

Mediation S.A. cannot be hold responsible for the delay or absence of its suppliers if this is by virtue of force majeure.

Responsibilities related to the organization of events

The entire responsibility for the general organization of events, necessary authorizations, social and fiscal charges as well as reclaims for copyright are charged to the client, except for other arrangements between the two parties. The guests participate in the attractions provided on their own risk.

The subscriber of the proposal, as well as all other people authorized for legal acts, decline any demand for compensation by Mediation S.A. in case of eventual damages (material as well as physical or other), and he/she releases Mediation S.A. from any responsibility by consent of this contract. The client notes that in case of inappropriate use or no respect of the instructions given by the personnel, the probability of accidents increases and that in that case he/she is entirely responsible.

Responsibilities related to webdesign

We retain ownership of the source code of all software elements, including tools and programming modules, that we develop or use for our services to our customers.

These rights will be transferred automatically and without compensation to the customer in case of dissolution, liquidation, bankruptcy of our society. In all other cases, our prior agreement is required for partial or total use of the code source.

As part of the creation of websites Mediation S.A. uses open-source plug-ins. It cannot be held responsible for technical malfunctions due to the update of these plug-ins.

As part of the subscription to a maintenance contract, Mediation S.A. updates the back end of the website on a regular basis.

In the case of a hosting contract, the latter is concluded for a period of one year, renewable by tacit agreement, unless termination is notified, by registered mail with acknowledgment of receipt, three months before the current contractual expiry date.

Insurances

Our liability insurance is limited to corporal damages (value EUR 3.220.000) and material damages (value EUR 198.000) caused to a third party during the execution of works related to our activity.

Besides that, confided objects are insured up to EUR 123.000.

The client holds insurance for any other damage occurring at the location of the event.

Copyright & Use

All concepts, projects and models made by Mediation S.A. are protected as intellectual property of Mediation S.A., regardless of the quality of the work.

Concepts, works or parts of the work done by Mediation S.A. can only be used for a predefined type, scope, time and space.

When used outside what is fixed in the contract, the client must request permission from Mediation S.A. and agree on a fee. The client has no right to transfer use rights to a third party without written consent from Mediation S.A. Any violation of this law authorizes Mediation S.A. to require a contractual penalty.

Neither the original version of the work nor the reproductions are to be modified or transferred to a third party without permission. Any reproduction - even partial - is prohibited. Any violation of this law authorizes Mediation S.A. to require a contractual penalty.

Mediation S.A. may require to be mentioned as author in the reproductions of his work, and this, in a predefined form. Any violation of this law authorizes Mediation S.A. to demand compensation.

The client's suggestions, the ones of his employees or other employees do not receive a share of copyright and have no influence on the amount of compensation.

The client agrees that the projects and the photos taken during the events may be used by Mediation S.A. for promotional issues (website, folders,...)

Property of projects and data

Neither ownership nor copyright on projects and models can be transferred; only a right of use may be provided, unless otherwise stated.

All original documents (models, electronic data, illustrations) remain the property of Mediation S.A. They are only available to the customer to help him make his decision and as a document for the reproduction of the work.

Mediation S.A. does not return data and files to the principal automatically. If the principal wishes that they are returned, this must be decided when the contract is signed and paid separately.

6 months after the end of the project Mediation S.A. is allowed to destroy the originals and related data.

Desarchivation of documents and sent work is at the risk and expense of the principal.

Additional services and additional costs

Any alteration or modification of models, texts, concepts or other additional services will be billed separately according to their duration.

Mediation S.A. has the right to use services needed to complete the contract on behalf of the principal. The principal agrees to give full power to Mediation S.A.

Insofar as Mediation S.A. uses external services in its own name, the client agrees to release the obligations arising from the internal contract. The refund of the costs is part of it.

Poaching

With effect from entering into a contract and a period of one (1) year after the final termination thereof, the customer will not engage in cooperation, in employment or on a self-employed basis, with any person who was associated with Mediation S.A. as an employee or on a self-employed basis. The above applies regardless of who takes the initiative for such cooperation. For contravention of this provision, Mediation S.A. is entitled to a fixed compensation of EUR 50,000.

Data protection

Mediation S.A. is committed to process the customer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as from 25 May 2018 on the protection of individuals with regard to the processing of personal data. By concluding the contract, the customer agrees to the processing of his personal data. In accordance with the amended law of 2 August 2002, the customer has a right of access to his data, a right of rectification and a right to object to the

collection of this data. The data will be kept for the duration of the contractual relationship between the parties and will be stored for the period authorized by the applicable law.

Terms of payment

The tariffs are quoted in Euro, VAT excluded. Errors and omissions excepted.

Our offers are valid within a period of one month, unless otherwise specified.

The offer will be updated according to changes regarding amounts and detail of services. Delivery and transport costs will be at the charge of the client, unless otherwise stated.

All orders will only be executed after the client's written consent and payment of deposit. As long as this written agreement and deposit or payments have not been received, we reserve ourselves the right to adapt or ignore our offer.

Unless otherwise specified from us on the purchase order, all orders must be subject to a deposit corresponding to 50% of the fixed price, payable when ordering. The remaining amount is due upon reception of the final invoice.

If the customer breaks the contract or only allows partial execution of it by Mediation S.A., the customer has to pay for all expenses already incurred and work performed and for loss of profits on the unperformed part.

When ordering less than 15 working days before the delivery of the project, the entirety must be paid when booking.

Cancellation fees after confirmation of the proposal: 20% of budget.

Cancellation fees 4 weeks or less before the delivery of the project: 50% of budget.

If the client has to reschedule the project, all the hours spend on the organisation and all services delivered will be invoiced. Supplementary management fees and any other supplement, due to the reschedule, will also be invoiced.

The bank fees are charged to the client.

Our invoices are payable, net, without discount, within 15 days from the invoice date. Any invoice not paid on the due date carries automatically and without formal notice, an interest of 8.05% per annum such as a flat rate of EUR 50 for the treatment of the reminders.

The present contract is subject to Luxembourg law. The text written in French will be used as the agreed version between parties and will take over any other translation, in case of divergences or interpretations. The parties agree that any disagreement or dispute related to this convention or arising from its interpretation or its application shall be submitted to a mediation. For this purpose, the parties hereto agree to at least participate in one mediation meeting involving a decision maker. The certified mediator will be chosen by the parties. Failing agreement amicably, any dispute under the execution or the interpretation of this convention will be the exclusive jurisprudence of the courts of Luxembourg.