

Identification

The Atis Network website is managed by the limited company Atis Center (hereafter Atis Center), specialized company in the operation and management of a business-center.

ATIS CENTER

Head Office : Place de l'Abbaye 6, 6870 Saint-Hubert

V.A.T.: 0668.892.501

R.P.M : Neufchâteau

Email : hello@atis-network.be

Preamble

Atis Center SPRL is the manager of Atis Network platform, corporate social network, whose objective is to promote short-term professional contact.

As a multi-business platform, Atis Network brings together self employed people from various horizons, thanks to its three major features : self employed people profile and self employed people research, private collaboration space and community space and portal (blog space, actualities and network projects).

To register, the independant must have a valid business number and pay a minimum account if he want to become a paying member. Access can also be done for free, with limited features

Article 1. Définitions

1.a « Atis Network » : Corporate social network managed by Atis Center.

1.b.« Atis Center » : the better identified S.P.R.L. above.

1.c « Account » : The personnal interface that a user has via the Atis Network platform which allows him, among other things, to access his data, to manage his profile, to carry out research through information shared of the platform, to read shared news, to find out about projects launched by other users, etc...

1.d. « Registration confirmation » : Atis Center confirm, as far as possible, the user registration on the Atis Network platform, by e-mail to the e-mail address provided by the user.

1.e. « Consumer » : Any natural person who acts for purposes that are not part of his commercial, industrial, artisanal or liberal activity.

1.f. « Convention » : Les présentes conditions générales, ainsi que la Charte Vie Privée.

1.g.« Indirect damage » : Indirect damage is the direct consequence of direct damage and included especially, without this list being exhaustive, any financial or commercial prejudice, any commercial trouble, any increase in costs and other overheads, loss of profits, loss of brand image, any postponement or disruption in the planning of prjects or activity, loss of data and its consequences, ...

1.h."Intellectual Property Rights": All patents, copyrights, design rights, trademark rights, trade name, trade secret, know-how, sui generis database right, and all other immaterial right (registered or not) and all the applications of these, everywhere in the world.

1.i. "Prior art": The state of the art consists of everything made available to the public before the date of filing of the patent application by a written or oral description, use or any other means.

1.j. "Flat file": Unstructured file by which the User retrieves the data concerning him when he leaves the Atis Network platform.

1.k. "Force Majeure": Any delay, failure to perform, damage, loss or destruction, or malfunction of the Service, or any consequence thereof, caused or occasioned by, or due to a force majeure event, fire, earthquake, power failures, explosions, civil unrest, governmental or regulatory measures, lack of equipment or materials, unavailability of means of transport, acts or omissions of third parties (except subcontractors), or any other cause beyond reasonable control Atis Center and can not be overcome by the adoption of reasonable measures.

1.l. "Registration": An account creation on the Atis Network platform.

1.m. "Delivery": Delivery is materialized by the creation, by Atis Center, of a license for a period of one month and can not be carried out before the payment of the ad hoc fee. The reception is concomitant with the delivery.

1.n. "Software": System published by Atis Center made available to Users by way of the Atis Network platform.

1.o. "Wall": The page that appears by default when viewing the account of a user.

1.p. "News": Tax news written by Atis Center and published on the Espace Portal of wall.

1.q. "Partners": A User who has a specific contractual relationship with Atis Center and who has more extensive functionalities allowing him to offer additional services to his own community of Users.

1.r. "Part» : Indifferently, one of the Parts to the Agreement.

1.s. "Parts": The different parts to the Agreement.

1.t. "Space": Ideas shared on the wall of space.

1.u. "Quality of membership": free or paying member.

1.v. "Associated Services": Functionalities accessible to Users via Atis Network.

1.w. « User »: Any entity (public or private, natural person or legal entity) holding a valid VAT or BCE number, registered on the Atis Network platform.

1.x. "Visitor": Any non-member accessing the public section of Atis Network without having the status of User.

Article 2. Object

2.a. The purpose of the Agreement is to define the rights and obligations of the Parts in connection with the provision of services by Atis Center, so the provision of the Software to Users.

2.b. Agreement also governs some aspects of how Users interact with each other in connection with the use of the Atis Network platform and associated Services.

2.c. However, agreement does not govern the contractual relationship that is likely to arise directly between Users. In this case, Users commit themselves at their own risk, any responsibility of Atis Center being excluded.

Article 3. Knowledge and acceptance of agreement

3.a. Registration on the Atis Network platform implies User's support with the Agreement.

3.b. Agreement is available for download in PDF format at any time on the website

3c. Agreement may be amended at any time by Center Atis in the light of changes in the applicable rules and its own needs. Atis Center informs the User of such modifications by e-mail or when connecting to the Software. This information is however not a prerequisite for the implementation of the new terms of the agreement, which enter into force on the date communicated.

3.d. As a professional acting for purposes that fall within the scope of its commercial, industrial, artisanal or liberal, User understands and agrees that he does not have the right of withdrawal which only Consumer benefits under the Code of Belgian economic law.

Article 4. Duration of Agreement

4.a. Agreement is concluded for a period of one month from the date of delivery.

4.b. In the absence of notification of User's desire to put an end to Agreement before the expiry of Agreement, the renewal of Agreement is automatically acquired for one month and so on.

4.c. The User may at any time decide to terminate his subscription.

4.d. When a User terminates his subscription, he immediately loses access to News and Collaboration spaces and community space.

4.e. Atis Center reserves the right to terminate Agreement at any time, subject to prior notification to User by email at least one month in advance. The User may not claim compensation in the event of termination of Agreement for this reason, notwithstanding the right of User to claim the reimbursement of any sums paid for future periods.

4.f. In these cases, Atis Center provides the possibility of recovering his data in the form of a Flat File for User.

Article 5. Account management

5.a. Registration on the Atis Network platform is subject to the possession of a valid VAT or company number. Atis Center reserves the right to check the validity of the business number or VAT and the concordance between this number and the other information provided by User. Impersonation or corporate name is a cause of immediate and unannounced exclusion of Atis Network.

5.b. The User is responsible for the validity and timeliness of the information provided when creating or managing an account.

5.c. The User is responsible for the security and confidentiality of his accounts, his terminals, his passwords and his connection. Therefore, User commits his responsibility for any activity lead at the beginning or through his account.

5.d. The User does not create more than one Account and agrees not to create a new one if the first one has been deleted by Atis Center, whatever the reason for this deletion, without having first asked for authorization.

5.e. Atis Center reserves the right to deny access to the Software, to close an Account, to remove Content if a User violates any applicable law or provision of the Agreement, including the failure to pay an invoice to the due date, or adopts an abnormal behavior that would not be adopted by a normally prudent and diligent professional within the framework of a normal use of the service. In this case, the denial of access may relate to a particular IP address or MAC address.

Article 6. Use of software

6.a. The grant of the status of Paying Member, and access to the paid functionalities that ensues, is subject to the payment of an amount determined in the registration confirmation.

6.b. The User makes use of the Software and the associated Services with due diligence, in the respect of the Convention, the laws, good morals. Consequently, Atis Center declines any responsibility in case of misuse or contrary to the destination of the Software.

6.c. The user agrees to keep a critical eye and, if necessary, to seek professional advice, as for the legal compliance of the Software and information that Atis Center may provide. Atis Center declines all responsibility in this regard.

6.d. The User agrees to not to disseminate, on the occasion of the use of the Software, any illegal information, fraudulent or contrary to public order or information that in any way infringes the rights of third parties. In this hypothesis and given that the remarks made and shared on the platform are not subject to any prior control, the responsibility of Atis Center can not be engaged. However, Atis Center agrees to make every effort to render unavailable manifestly illicit content that would be brought to its attention, subject to referring to the competent authority.

6.e. The User does not intimidate or harass other Users. Notwithstanding any special circumstance that would justify the application of a lower threshold, the sending of three unsolicited messages and maliciously disturbing the tranquility of another User will be considered like harassment.

6.f. The User does not evaluate the professional services of other Users.

6.g. In the same way, the User who shares a Project on the Atis Network platform is aware that he is giving up potential protection by business secrecy given that no confidentiality is guaranteed to the Project.

6.h. The User agrees not to infringe the Intellectual Property Rights of other Users and globally, any third party. In any case, Atis Center will not be held responsible for any prejudice resulting from a breach of the User in this regard.

6.i. The User grants Center Atis freely the right to use and reproduce, for the purposes of providing the Services related to the Software, all information that the User communicates through the Software even if such information contains elements protected by an intellectual or industrial property right.

6.j. The User provides Atis Center with an ad hoc license for the execution of these missions.

6.k More generally, the User grants Atis Center the right to consult the data of the Software in order to carry maintenance out or troubleshooting operations related to the Software.

Article 7. Services

7.a. As part of the Agreement, the services of Atis Center are limited to the provision, the hosting and the maintenance of the Software.

7.b. Unless otherwise agreed otherwise in writing, Atis Center does not provide any technical service or development service with respect to the Software.

Article 8. Access to software

8.1. Atis Center deploys its best efforts to ensure the smooth operation and access to the Software, and therefore to the Atis Network platform, 24 hours a day, 7 days a week.

8.2. However, the User understands and agrees that it is temporarily rendered inaccessible for technical reasons, especially in case of updating or maintenance.

Article 9. Privacy

9.a. Atis Center provides its best efforts to ensure the confidentiality of the User's data and not to circulate it to third parties.

Article 10. Responsibility

10.a. Atis Center is held, in rule, by obligations of means.

10.b. Atis Center declines any responsibility for all the inconveniences or damages inherent to the use of the Internet network, in particular a break of the service, an external intrusion or the presence of computer viruses, attempt of fraud by phishing (or other technique), misappropriation or theft of information, or any event qualified as Force Majeure.

10.c. Atis Center declines any responsibility in case of incompatibility between the computer installation (hardware, software, connection, ...) of the User and the Software. The User is required to obtain adequate information as for the hardware or software compatibility before using the Software.

10.d. Atis Network declines any responsibility in case of incompatibility between the specific needs of the User and the Software. The User is required to analyze his own needs himself

10.e. Atis Center declines any responsibility in the event of damage of any kind, corporeal or material, resulting from improper use or contrary to the destination of the services or products provided by Atis Center.

10.f. Whatever the service or the product provided by Atis Center, Atis Center declines any responsibility:

- i. in case of Indirect Damage;
- ii. in the event of insufficient collaboration of the User in the execution of the Agreement,
- iii. in case of Force Majeure,
- iv. in the event of temporary or prolonged unavailability of the Software;

10.g. In any event, except for physical injury or death of the User due to an action or omission of Atis Center, the responsibility of Atis Center is limited to the amounts paid by the User to Atis Center during the current calendar year.

10.h. In any event, the liability of Atis Center is limited to the limit of its civil liability insurance.

Article 11. Intellectual property

11.a. Atis Center is the sole owner of the Intellectual Property Rights on the website [http:// atis-network.be](http://atis-network.be) in its entirety, including its architecture, its design, its interface, his texts, its databases, his name, its domain name, its graphic elements and their assembly in the site. No reproduction or communication to the public, complete or partial, the content of the website, for whatever purpose, can not be done without the prior written permission of Center Atis

11.b. The Software, its graphical interface, its logo, its source code, the texts (tax news, etc) and images it contains, the databases related to it, the trademarks, .. of Atis Center are protected by the Intellectual Property Rights owned by the Atis Center.

11.c. The provision of the Software is analyzed as a precarious license within the limits of normal use as a good father of the Software, and non-exclusive conferred on Users. This license is conditioned by the respect of the Convention by the User and payment of invoices issued by Atis Center and can be interrupted without notice in case of breach of the Convention or the slightest delay in payment. This license does not induce any transfer of rights for the benefit of the User.

11.d. The User agrees not to infringe the property rights and the intellectual rights of Atis Center on the Software and all other elements protected by Intellectual Property Rights held by Atis Center, by the people whose it answers.

11.e. The User may not, in any case, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, broadcast, concede under licence, transfer, sell on any medium whatsoever, by any means whatsoever, or exploit in any manner whatsoever, all or part of the elements protected by Intellectual Property Rights held by Atis Center

11.f. Any failure of the User to these obligations will entail by right, and without prior notice a lump sum equal to 100 (one hundred) times the amount of the invoice relating to the current year, without prejudice to the right of Atis Center to claim a higher compensation that he would be able to justify and without prejudice to the right of any aggrieved third parties to pursue proceedings independently of Atis Center.

11.g. The User who shares a Project on the Atis Network platform is aware that he is giving up potential protection by patent rights given that, upon public disclosure, the invention project could be considered as included in the state of the art.

Article 12. Hosting

12.a. The services provided by Center Atis in terms of hosting and the obligations assumed by Atis Center in this respect are strictly limited according to the services offered (and limitations of these) by its subcontractors. The general conditions and the service levels of the subcontractors are communicated to the User upon request. The provisions of the Agreement are conditioned to their compatibility with the commitments subcontractors Atis Center.

12.b. Atis center deploys its best efforts to provide users with a quality hosting service.

12.c. A technical problem like a virus, bug, or a malicious intrusion or a dysfunction of the website can not however be excluded. Atis Center can in no way be held responsible for the damage suffered by the User in this respect.

12.d. The user is aware that web hosting infrastructures require regular maintenance. Center Atis can under no circumstances be held responsible for any damage suffered by the User in case of temporary unavailability of the Software due to maintenance.

12.e. Atis Center does not control the legality of the content and information that the User hosts via the Software. Atis Center reserves the right to suspend services in case of complaint or denunciation reporting illegal content related to services. In accordance with the article XII.20, §2, of the Belgian Code of Economic Law, Atis Center is required to communicate to the competent judicial or administrative authorities, at their request, all the information it has and useful for the investigation and detection of offenses committed on the basis of the Software. In accordance with the article XII.19 of the Belgian Code of Economic Law, when it has knowledge of illegal content hosted on behalf of the User, Center Atis has the obligation to make access to these contents impossible and to inform the Royal Prosecutor. Atis Center will not assume any liability towards the User when it takes any reasonable action in view of those obligations.

Article 13. Financial Terms

13.a. Generally, the provision of the Software is not free

13.b. The fee due to Atis Center depends on the Quality of Member chosen by the User

13.c. Invoices from Center Atis are payable cash without discount.

13.d. Any invoice not paid at the due date will automatically be increased by an interest of 12% per year and a lump sum compensation equivalent to 10% of the invoice amount lump sum compensation of a minimum of EUR 40 to compensate the administrative costs of the delay.

13.e. The User agrees on the possible use, by and at the choice of Atis Center, of an electronic invoice.

Article 14. Payment Service

14.a. The security of electronic funds transfers and the proper execution of payment orders exclusively the responsibility of financial institutions managing these transfers.

14.b. Center Atis can not be held responsible for any damage resulting from an error, omission, breakdown, malfunction or wrongdoing that is not directly attributable to it.

14.c. It is up to the User to be aware of the general terms and conditions of the limitations of liability applicable to the payment services he uses

14.d. Atis Center can not be held responsible for fraudulent use of the means of payment or resources made available to the User.

Article 15. Software modification

15.a. Given the need to develop its services to meet the needs of Users demand, Atis Center adapts and improves their reach. This is why the User understands and agrees that the associated services as well as as all the functionalities offered on the Atis Network platform are subject to change. Wich means some of them can be removed or added, without the User can claim any right on any of them.

15.b. As far as possible, Atis Center will inform the User of the most important changes by e-mail or via a banner displayed on the User Account.

Article 16. Resolution for misconduct

16.a. In case of a breach by the User, such as a violation of the Agreement, Atis Center can, at choice :

- i. Contact the User and order him to comply within a given period ;
- ii. Temporarily suspend access to the Software in case of persistence of the breach following the formal notice or if the rights of third parties appear to be harmed;
- iii. Suspend permanently and without prior notice in case of serious and proven breach.

16.b. In case of resolution of the Agreement for fault of the User, that will not be able to claim a refund

Article 17. Miscellaneous disposal

17.a. Subject to user prior information, Atis Center can transfer the agreement or a part of it - including related receivables and payables - at any time to another company.

17.b. Atis Center may use subcontracting in the performance of its services.

17.c. Partners may propose or impose their own contractual terms and conditions, privacy policy, usage policy,... to their own community. This implies, in particular, that partners may disseminate commercial communications within their own community. Atis Center is not a party to these contractual agreements and is not responsible for the communication of these partners.

17.d. The agreement constitutes all the deals binding on the parties. It cancels and replaces any previous verbal or written deal.

17.e. No act, conduct, tolerance or omission on the part of Center Atis may not be interpreted as a renunciation, even partial, on its part of the strict and complete execution of the provisions of the agreement.

17.f. Interpretation of the agreement

- i. The agreement shall be interpreted strictly in favour of Atis Center.
- ii. Except contrary precision, the enumerations in the agreement are never exhaustive.
- iii. Headings and elements structuring the agreement are solely to improve the readability of the agreement. They are not contractual except for the clause to which they relate.

17.g. Unless otherwise agreed in writing, parties agree to exclude any other conventions or contractual conditions, including those that would be communicated by mail, e-mail or on the back of another document and including those that are not expressly contested by Atis Center

17.h. Atis Center is concerned about protecting the privacy of its users. The privacy policy, which is an integral part of the agreement, has been established with the aim of informing how Atis Center processes the personal data of its users. The privacy policy is accessible via this link.

17.i. The parties expressly agree to accept electronic documents as evidence. The entire procedure for creating an account is proof of the user's acceptance of the agreement. The user's connection and visit logs, as well as the information provided by the user, will be considered as having probative value between the parties.

17.j. If an article of the agreement is found to be illegal, invalid or inenforceable, in whole or in part, under any applicable law or court decision, this article shall be deemed not be part of the agreement, without affecting the legality, validity or applicability of the rest of the agreement. Each party shall make its best efforts to negotiate immediately in good faith a valid item that will maintain, as far as possible, the economic balance and the intention of the parties telle as it appeared in the deleted article.

Article 18. Language of the Agreement

18.a. The Agreement is written in French.

18.b. Translations are given for information only and for information.

18.c. In case of any difference or contradiction between the Agreement and its translations, the Agreement in French will predominate.

Article 19. Resolution of dispute - Applicable law

19.a. The law applicable to the Agreement, including its conclusion, interpretation, execution, resolution and all disputes relating thereto, is the Belgian law, to the exclusion of any other

19.b. Notwithstanding any legal provision of contrary public orderin the event of a dispute arising out of or relating to the Convention, including its formation, existence, validity, effects, interpretation, performance, resolution or termination, the dispute shall be finally settled by arbitration in accordance with the arbitration rules of the A.C.E (Arbitration Center of the Euregio).

19.c. The arbitral clause above will not, however, apply in the event of a of summons to appear in a forced intervention, of guarantee call or in the event of a summons to a joint declaration of judgment, ... driven by one of the parties, proceedings before a court of law by a third party with which it is not bound by such an arbitration clause, against another party.

In this case, the courts of law will have jurisdiction to decide the dispute. In general, the above arbitration clause may not be applied in the event of a multi-party dispute if the various partier to the dispute are not bound by the same arbitration clause, at the choice of the party taking the judicial initiative. The material and territorial jurisdiction of the courts will be regulated in accordance with the Judicial Code.

19.d. The procedure will be done in French, whatever the language of the contract