

GENERAL TERMS and CONDITIONS

General Terms & Conditions for the use of IBAKUS® Applications It has been informing knowledge's users (cfr INFRA definition) that the site has been developed in a positive spirit of collaboration between the company and the users. They are asked to carefully read the General Terms below who are interpreted all relationships between the company and the users.

1. IN GENERAL

The company who works with the apply is the Luxembourg company IBAKUS Europe sa whose the headquarterd in Arlon Route 283 in L8011 Strassen, RC : B 121 824, n° fiscal : 2006 2231 328, TVA : LU 246 667 48. Defined here as "The Company". Barring explicit and written agreement, the present General Terms are only applied all our offers, orders, deliveries or contractual relationships even if the user's conditions maintained their own primacy. The General Terms has necessary read and approved of conclusion of contract and are available at any-time on website of the company (www.ibakus.com/fr/page/terms-of-use). Any exoneration, change, variation or addition to the General Terms couldn't take effectiveness in the form to writing and accepted by authorized signature of each two parts at the date or after signature's date of contract or offer by each two parts. It didn't know to be derived from any argument of favour even if it had been repeated.

2. DEFINITIONS

The present General Conditions apply to the website application www.ibakus.com defined as "The Site". The "Owner" of the site who is recorded himself as such and responsible legally of entity who is recorded and identified by the generic term "The Owner". In other words, it is considered like owner of site, no the first sense of term, but in sense of integrity using rights attached account, right that he can dispose towards his employees, principal and another attendants, whose the owner remains responsible. The Users of site are people who are identified by generic term "The User": it is people who can use the site and its various functions or only certain of them, after the owner's invitation, as part of business activity however their level of responsibility to entity's level had recorded by the owner. The owner is a user also but possessing a highest level of authorisation. The user is always a natural (physical) person who has to become identified as well by communicating correct data to the company, who can't be held responsible for erroneous or incomplete information. Due to his registration, the users formally accept to be in copy of any mailings sent by the site in relation to technical or informative issues concerning the applications they use. As developed under the term "confidentiality" below, the company has never transmitted to external operators of any indications relative to the users. In period test or not, the user recognizes to dispose nothing more using right of site. He stays owner of data that he has encoded on site and the possibility to repatriate locally them under pdf standard format. The site propose the use of two applications, the first one called IBAKUS@ACCOUNT, designed to work according to divers legal parameters of a certain number of jurisdictions of the European Union, the other one is intended to manage customer's KYC files, application called IBAKUS@KYC. These two applications will be below indicated under the term: "The Applications".

3. PRODUCT APPLICATION

The site proposes applications in permanent offer. The fact for a user to answer favourably to a company's offer wins the presumption that he has read and accepted the General Terms before (Applications access isn't possible any confirmation of reading conditions before). Applications have been designed in an independent way by the company. By their inscription, the users make a commitment to accept and to use them as they are and to tolerate that the company brings to site some modifications which the company could consider useful for the software's development.

4. MINIMAL HARDWARE CONFIGURATION

To be able to use correctly the applications, the users need a computer connected to the Internet with an as well as a good quality ADSL line. The users have verified the quality of their telephone line, a good use requires an ADSL exempt of frequent connection failures or disruptive problems. The loss of the connection with the server doesn't present risk of corruption of file but represents rather an embarrassment of the user. The site supports the following browsers: IBAKUS@ACCOUNT application: Firefox IBAKUS@KYC application: all the usual browsers

5. LIMATION OF RESPONSIBILITY AND CONTROL

The company guarantees the smooth of the applications, as far as they are used in a correct way, such as indicated in the user's manual. In case of error of programming configuration would be detected, the company makes a commitment to correct it as soon possible. The responsible of the company is so limited. The users assure to process the sufficient knowledge regarding KYC Procedures or regarding accounting matters to assume the smooth running of the applications. The company can't be held for responsible for errors of manipulations, some that are their consequences. The applications are intended for use for legal activities and recognized in their country of origin. The users are informed about the fact that controls can be made to detect any misappropriation (diversion) of the software of its normal purpose (detection of organized frauds, traffics, terrorism financing, bleaching, laundering...). No Party will be held liable by other in the event that it fails or is late to execute its obligations as mentioned above due to an act of God or a fortuitous event.

6. GUARANTEES

The company can't be held responsible for all events that occur apart from its field of intervention and/or service delivery. All exclusions relative to its responsibility appear among General Terms. They result among others from civil liability insurance subscribed by the company (extract below). By civil liability insurance contract, it stipulated the contract subscribed by the company to cover contractual and extra-contractual civil liability that may fall to the insured due to damage of any nature caused to third parties and arising from errors, omissions or negligence committed by them in their capacity as a provider of IT services as part of their business. No Party will be held liable by other in the event that it fails or is late to execute its obligations as mentioned above due to an act of God or a fortuitous event. In the context of dispositions of responsibility and guarantee that will follow the terms of the insured party can indicate the company but certain users also such as website function. The following are excluded from the company's guarantees and, consequently, from the Service Provider's potential liability in the context of this present agreement: Damages caused intentionally by the insured party. However, where the offending party is neither the entity taking out the insurance nor one of its partners, directors, managers, bodies, agents of the directors or technical managers, the guarantees will remain for the insured parties other than for the offending party, subject to excess provided for contractually and to the recourse that the company has the right to exercise against it. Also excluded are damages caused by: The way in which the business is run, as accepted by insured parties, or by such a breach in care and safety standards governing the insured party's activities that the prejudicial consequences of this breach or the way in which the business is run, were – into the opinion of any person ordinarily competent in the matter – almost unavoidable; multiple instances, because of the absence of precautions, of damage with the same underlying cause; inebriation, alcoholic intoxication or similar state caused by the use of substances other than alcoholic drinks; failure to use recommended methods or those used for adequate prior verification, given the technical and scientific expertise acquired. Damages resulting from the non-restitution of funds, misappropriation, fraudulent conversion, embezzlement or any similar conduct along with unfair competition, or infringement of intellectual property rights such as patents, trademarks, designs or templates and copyright. Administrative, financial or transactional legal penalties, damages of a punitive or dissuasive nature (such as "punitive damages" or "exemplary damages" under some foreign law) along with legal costs relating to repressive proceedings. The insured company's business liability by virtue of legislation in force, in the event of an administrative offence committed by them in their capacity as director or manager. Liabilities which might fall upon sub-contractors, partners or members of a consortium or of a joint venture, working in collaboration with the policyholder.

7. CLIENT'S LIABILITY

Without prejudice to the above, the full and complete liability of the Service Provider towards the Client in relation to the Services provided on the basis of the contract and in relation to any negligence, positive act or omission committed by the Consultants, sub-contractors or agents, taking into account death, detriment, loss or damage caused by or resulting from any of the aforementioned entities, may in no case be invoked when the Client's actions interfere with the Service Provider's services.

8. HOTLINE SUPPORT SERVICE

The phone support service (Helpdesk) available on the telephone number indicated in the page "assistance", during the hours and usual working days (Maltese time – GMT +1/2). The price of the support service is also included in the licence fee of use and application. The company will put its good care and will take any useful measures to assure the best possible effort service but can't be held responsible for external problems to its organization such as failure of the equipment of users or the inadequacies of accounting knowledge to these, these cases being exemplary and not restrictive. In case of unavailability of the phone support service or if the users wish that their question is handled free of charge by email, they are free for them to send their request to the company by email at the address help@ibakus.com. The company will grant its best care to the requests formulated by email but doesn't guarantee a response time.

9. PRICE

Subject to paragraph 10, the price for both applications offered by the site is clearly shown : for IBAKUS@ACCOUNT, on the page www.ibakus.com/fr/site/tarifs for IBAKUS@KYC, on the page www.ibakus.com/fr/site/serenite_esprit The announced prices are valid for a period of three months beginning at the date indicated in the page of price lists. The announced prices are always expressed without VAT. The application of the VAT is subject to the current legal requirements in the country of users and remain under their own and sole liability. Only the payment conditions indicated on the site are accepted by the company.

10. MARKETS SEGMENTATION

Insofar as fiscal policy can change a country to another one and insofar as the application addresses all countries, the users are plenty informed the prices posted on the site are "tax neutral", that means without VAT and without other type of taxation of country of became applied the sale of IT services of application due to a territorial link or another link that joined the users or another participant at this country. The owner expressly gives his permission about the fact he knows that the prices are expressed net of all taxation and an eventual taxation was due in his home country might be from on invoices send in other words the prices posted are might be to be increased of the VAT or another existed tax or to come that was claimed by the participant State at any level in issuance process of provision of "applications" of these users by the company.

11. COUNCIL REGULATION

Invoices concerning the use of applications are established in arrears. The pace of invoicing being: the quarter for IBAKUS@ACCOUNT the month for IBAKUS@KYC Invoices are transmitted the last day of the month/quarter to the user by electronic way, to address which he use to connect on the page "My information" menu "Parameters"(www.ibakus.com/fr/settings) to any other address. The methods of payment are chosen by the user during his registration and are: Credit card Bank transfer In all cases of payment, the user has a payment time of 7 calendar days to send the relevant proof of payment to the company. In case this last deadline wouldn't be respected, the user will be informed about it by email from the company and have a last deadline of 7 calendar days to settle the payment. After this deadline ends, the access to the site will be suspended for the failing user. Bringing back access to the site after a complete procedure cycle and suspension of access will engender additional cost to the user in lump indemnity for an amount at 50 euros +VAT. All claim or request for information about invoicing or questions about rules will be send at email address invoices@ibakus.com .

12. TRIAL PERIOD OF IBAKUS@ APPLICATIONS

All IBAKUS@ applications dispose one free trial period. During trial period, free access to IBAKUS@ACCOUNT is limited to one accounting file and one user. Identity variants aren't admitted for only and same user. IBAKUS@ACCOUNT test file using duration is limited to a period of 6 months. During trial period, free access to IBAKUS@KYC is limited to one file by user. A IBAKUS@KYC user can invite among other users that he hopes in his file. During the free file access IBAKUS@KYC is limited to a period of one month. Beyond one file or the trial period, only the appeal to pay version of software will be possible. The user wouldn't hope to continue using application has the possibility to delete his full data after those of members of his organization. All note, report, list, recording or document of any nature and any short relating to the user remains the sole property of the user and must be created, prepared and kept in a strictly confidential manner by him, especially in terms of obligations of his business order (cfr Infra).

13. INTELLECTUAL PROPERTY The "intellectual rights" or "intellectual property" are laws defined like that across definitions as given by world's various legal regimes, whether it is a question of legal systems or of definition systems that derived from Common law systems and are therefore legally recognised, and in particular: copyrights, patents, trade secrets, manufacturing secrets, know-how, brands, inventions, design, logos, commercial packaging and presentation, moral rights (cfr Infra such as author's rights), hidden words, slogan and other advertising derivatives of any kind used for professional commercial purposes and any other form of private immaterial rights. Any application or right of application of the aforesaid rights. These rights are never assigned other than on a strictly limited basis and only by virtue of company's express consent in writing. A renewal, an extension or a restoration implicit in that licensing shall not be tantamount to a licencing. In other words and in summary, the intellectual rights implemented or used in the context of assignments delegated to the Service Provider shall remain the property of company, unless specifically agreed otherwise in writing. The patrimonial intellectual rights bind at site and his image constitute them also company's exclusive property and include in particular: The rights of reproduction and communication to the public.

14. OPERATING MODES

The company alone shall have the right to fix the work, in part or whole, by any technique and on any support and in particular: An online support, including the Internet, and on any Intranet network, in any computer terminals in private or public places. The authorisation to reproduce on the Internet also includes the authorisation to establish any link from or to the website where the work reproduced, the right to mention some of the advertising on the website, and, generally, the right to make normal use of the website and its content. A "paper" support such as: the entire or partial publication in periodicals, information publications, books, syllabuses, instructions leaflets, and so on; The option of reproducing the work on another support, including electronic off-line, such as: CD-ROM, database, floppy disk, DVD, USB stick, Flash drive, and so on The right to reproduce the work in an unlimited number of copies of each support. The right to distribute the work and to communicate it to the public, including communication by cable, satellite, radio, the Internet and computer networks.

15. SPECIFIC INTELLECTUAL PROPERTY

The user of the application IBAKUS@KYC is informed that the "Watchlist" is exclusive and remain the exclusive property of Factiva Limited, incorporated in England and Wales (registered number 3773253) whose registered and principal place of business is at The News Building, 1 London Bridge Street, SE1 9GF London, England ("Dow Jones"). The use of this Watchlist is strictly limited to the uses which are planned by the application IBAKUS@KYC, no exception being accepted. The Watchlist is confidential and it can never be distorted, modified, used or revealed for any reason.

16. COMPLAINTS AND APPLICABLE RIGHT

Under penalty of preclusion, complains relating to invoices must be stating in writing within 8 calendar days from the date the invoice and/or the summary email was sent. Invoices where the summaries (emails) haven't been challenged within the specified period can no longer be challenged.

17. JUDICAL EXPENSES

In case a dispute concerning a payment is taken to Court, it should be reminded that all the European Union countries have recognised to principle of "reasonable comprehension of the appropriate retrieval expenses incurred due to a delay in payment". For information, it should be noted that the Courts tend to grant a comprehension equal to at least 10% of the unpaid amount, for the legal expenses, not to mention any other losses or the damages mentioned here above, and in addition to the Summons expenses, and so on). Luxembourg's law is used for all relevant litigation of site application. The Courts of Luxembourg are only competent.

18. CONFIDENTIALITY OF INFORMATIONS AND DATABASE

The company takes all the necessary measures to protect the integrity of the data stored in its site by the users. The user remains solely liable for data sent to the provider and must ensure preliminary all transmission backup and copy under paper format. This copy must be retained by the client until final verification of the transfer and for a minimum of 2 years. If such a copy isn't kept for this period, the provider may in no way be held liable for potential problems due to missing or corrupt data. Similarly, access provision to confidential data (such as passwords, client lists, manufacturing secret, and so on) sent to the provider is the full responsibility of the client who, except in the vent of obvious fraud, may not hold the provider liable in the case of such data being used, distributed, stolen, illegally copied, and so on. Similarly, the provider couldn't be held liable incidents eventual, no of its spring, brang anormal diffusion of data stored on his site.

19. PRIVACY RELATED INFORMATION – DATA COMMUNICATED BY THE CLIENT TO THE SERVICE PROVIDER

Information are commutated to the company in the normal using of application, pursuant to European legislation pertaining to the protection of privacy and the use of personal information: in the context of our contractual relationship, including the verification of conflicts of interest in the company; in order to abide by our obligations pursuant to the January 11, 1993 law pertaining to the prohibition of the use of the financial system for money-laundering purposes or to fund terrorism. By communicating personal information by only responsability, the client explicitly authorises company to use this information for the here-above mentioned purposes. The company doesn't occur forced about the information used by users. Information were transmitted to company by users didn't transmit to any third part only a person to be in charge of file management in the company or attachment mean, in only documentary goal, in order a collaborator use again intellectual work in your file management for another one, in the strict of respect of legislation mentioned. Providing the request is made in writing, duly dated and signed and accompanied by proof of the identity, the person communicating the information to IBAKUS may get from the company, free of charge if the volume ie-s reasonable, a hard copy of the personal information concerning an individual detained by the company, and, if applicable, of the corrections made to incorrect, incomplete or no-pertinent information. The person communicating the information to the company may also call on the Privacy Protection Commission to exert your rights. If any time the person communicating this information to company believes that the company violates privacy, this person is invited to write a letter or email (info@ibakus.com). Company shall take necessary measures to identify and correct the problem. For Luxembourg, anybody wanting any further information may contact the Protection of Privacy Commission at the following address : Commission Nationale pour la Protection de la Vie Privée, whose head office is at 1, Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette, or any other similar body within the European Union. Contact with this body is possible by the following link:
<http://www.cnpd.public.lu/fr/support/contact/index.php>

20. USE OF THE CLIENT'S DATA THANKS TO THE TOOLS IMPLEMENTED BY COMPANY AND PRIVACY

The solutions implemented by company enable the client to better use the commercial information obtained from its own clients, as the solutions implemented by the Service Provider, among other things, allow a company to better collect data communicated by the clients. The client is reminded that is his responsibility to fully comply with all the laws and regulations applicable in Europe concerning the use of personal data, and more specifically with the following: European Charter of Fundamental Rights: articles 7 and 8; Directive 95/46/CE of European Parliament and of the Council dated October 24, 1995 pertaining to the protection of individuals and the processing of personal information and free circulation; Directive 2002/58/CE of European Parliament and of the Council dated July 12, 2002 pertaining to the use of personal data and the protection of Privacy in the sector of electronic communication (Privacy & Electronic Communication Directive) – Directive 2009/136/CE European Parliament and of the Council dated November 25, 2009 modifying directive 2002/22/CE about universal service and the users' rights in regard with electronic networks and services, directive 2002/58/CE pertaining to the processing of personal data and the protection of privacy in the sector of electronic communications and regulation (CE) no 2006/2004 related to the cooperation between the national bodies entrusted with the control of the Consumers' Protection legislation. Regulation 45/2001/CE by the European Parliament and of the Council dated December 18, 2000 pertaining to the protection of individuals in regard with the processing of personal data by European bodies and instructions to the free circulation of this information The client is sole responsible for the illegal use which could be made of the tools given to him.

Thank for your attention and your confidence. Collaborators of IBAKUS make all necessary effort to permit clients to conserve a highest degree of satisfaction.