

# GENERAL CONDITIONS OF USE AND SALE

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Website :

MyERPy.com

(hereinafter the « **Plateforme** »)

is an initiative of:

**E.M.A. Engineering SRL**

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(hereinafter « **E.M.A. Engineering SRL** » or the « **Seller** »)

## I. GENERAL CONDITIONS OF USE

### 1. Scope

These general terms and conditions of use (hereinafter the “**T&Cs**”) apply to any visit or use of the **Platform** and its information by an Internet user (hereinafter the “**User**”).

By visiting or using the **Platform**, the User acknowledges having read these **T&Cs** and expressly accepts the rights and obligations mentioned therein.

It may exceptionally be derogated from the provisions of the **T&Cs** by written agreement. These derogations may consist of the modification, addition or deletion of the clauses to which they relate and have no impact on the application of the other provisions of the **T&Cs**.

We reserve the right to modify our **T&Cs** at any time, without prior notification, but we undertake to apply the provisions that were in force at the time you used our **Platform**.

### 2. Platform

#### a. Access and navigation

Access to the **Platform** and its use are reserved for persons aged at least 18 years. Each **User** swears that they are of the required age. We reserve the right to request proof of the User's age, by any means.

We take all reasonable and necessary measures to ensure the proper functioning, security and accessibility of our **Platform**. However, we cannot offer an absolute guarantee of operability and our actions must therefore be considered as being covered by an obligation of means.

Any use of the **Platform** is always at the User's own risk. Thus, we are not responsible for any damage that may result from possible malfunctions, interruptions, defects or even harmful elements present on the **Platform**.

We reserve the right to restrict access to the **Platform** or to interrupt its operation at any time, without obligation of prior notification.

#### b. Contents

**E.M.A. Engineering SRL** largely determines the content of the **Platform** and takes great care of the information present on it. We take all possible measures to keep our **Platform** as complete, accurate and up-to-date as possible, even when the information on it is provided by third parties. We reserve the right to modify, supplement or delete the Platform and its content at any time, without liability being incurred.

**E.M.A. Engineering SRL** cannot offer absolute guarantees regarding the quality of the information on the **Platform**. It is therefore possible that this information is not always complete, accurate, sufficiently precise or up-to-date. Therefore,

**E.M.A. Engineering SRL** cannot be held liable for any damages, direct or indirect, that the **User** may suffer from the information present on the **Platform**.

If certain content of the **Platform** is in violation of the law or the rights of third parties, or is contrary to morality, we ask that you inform us as soon as possible by email so that we can take appropriate measures.

Any download from the **Platform** is in violation of the law or the rights of third parties, or is contrary to morality, we ask that you inform us as soon as possible by email so that we can take appropriate measures.

Any downloading from the **Platform** always takes place at the risk of the **User**. **E.M.A. Engineering SRL** cannot be held responsible for any damage, direct or indirect, resulting from these downloads, such as loss of data or damage to the **User's** computer system, which is entirely and exclusively the responsibility of the latter. .

c. Services reserved for Registered Users

1) Registration

Access to certain services is subject to **User** registration.

Registration and access to the services of the **Platform** are reserved exclusively for natural persons of full age and legally capable, having completed and validated the registration form available online on the **Platform** as well as these **T&Cs**.

When registering, the **User** undertakes to provide accurate, sincere and up-to-date information on his person and his marital status. The **User** must also regularly check the data concerning him in order to maintain its accuracy.

The **User** must therefore imperatively provide a valid e-mail address, on which the **Platform** will send him a confirmation of his registration for its services. An e-mail address cannot be used more than once to register for the services.

Any communication made by the **Platform** and its partners is therefore deemed to have been received and read by the User. The latter therefore undertakes to regularly consult the messages received on this e-mail address and, if necessary, to respond within a reasonable time.

Only one registration is allowed per natural person.

The **User** is assigned an identifier allowing him to access a space whose access is reserved for him (hereinafter "**Personal Space**"), in addition to entering his password.

The username and password can be modified online by the **User** in his **Personal Space**. The password is personal and confidential, the **User** thus undertakes not to communicate it to third parties.

**E.M.A. Engineering SRL** reserves the right to refuse a request to register for the services of the **Platform** in the event of non-compliance by the **User** with the **T&Cs**.

2) Unsubscribe

The regularly registered **User** may at any time request to unsubscribe by going to the dedicated page in his **Personal Space**. Any unsubscription from the **Platform** will be effective after the **User** has completed the form provided for this purpose, within the following period: 7 days.

3. Links to other websites

The **Platform** may contain links or hyperlinks to external websites. Such links do not automatically mean that there is a relationship between **E.M.A. Engineering SRL** and the external site or even an implicit agreement with the content of these external sites.

**E.M.A. Engineering SRL** has no control over external websites. We are therefore not responsible for the safe and correct functioning of the hyperlinks and their final destination. As soon as the **User** clicks on the hyperlink, he leaves the **Platform**. We cannot therefore be held liable for any subsequent damage.

4. Intellectual property

The structure of the **Platform**, but also the texts, graphics, images, photographs, sounds, videos, databases, computer applications, etc. which compose it or which are accessible via the **Platform** are the property of the publisher and are protected as such by the laws in force under intellectual property.

Any representation, reproduction, adaptation or partial or total exploitation of the content, trademarks and services offered by the **Platform**, by any means whatsoever, without the prior, express and written authorization of the publisher, is strictly prohibited, exception of elements expressly designated as free of rights on the **Platform**.

The **Platform User** is granted a limited right to access, use and display the **Platform** and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal and non-commercial use. Except with prior written agreement, **Users** are not authorized to modify, reproduce, translate, distribute, sell, communicate to the public, in whole or in part, the protected elements.

The **User** is prohibited from entering data on the **Platform** that would modify or would be likely to modify its content or appearance.

## 5. Protection of personal data

The personal data provided by the **User** during his visit or the use of the **Platform** is collected and processed by **E.M.A. Engineering SRL** exclusively for internal purposes. **E.M.A. Engineering SRL** assures its users that it attaches the utmost importance to the protection of their privacy and personal data, and that it is always committed to communicating clearly and transparently on this point.

**E.M.A. Engineering SRL** undertakes to comply with the applicable legislation in this area, namely the law of December 8, 1992 on the protection of privacy with regard to the processing of personal data as well as the European Regulation of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

## 6. Subscriptions

This article applies in addition to the other provisions of the contract for any subscription to which the **Customer** subscribes via the **Platform**.

The subscription entitles you to:

- All MyERP applications
- Automatic renewal of the subscription on a monthly basis

The **Customer** will be billed as follows:

- Monthly and according to the maximum number of Users created during this same period.
- Payment due: 30 days end of month

Any subscription taken out is for a period of 1 month, auto-renewed.

## 7. General provisions

**E.M.A. Engineering SRL** reserves the right to modify, extend, delete, limit or interrupt the **Platform** and the associated services at any time, without prior notification, and without incurring its liability.

In the event of violation of the **T&Cs** by the User, **E.M.A.** reserves the right to take appropriate sanction and reparation measures. **E.M.A. Engineering SRL** notably reserves the right to deny the **User** any access to the **Platform** or our services temporarily or permanently. These measures can be taken without giving any reason and without notice. They cannot engage the responsibility of **E.M.A. Engineering SRL** or give rise to any form of compensation.

The illegality or total or partial invalidity of a provision of our **T&Cs** will have no impact on the validity and application of the other provisions. We have, in such a case, the right to replace the provision with another valid provision of similar scope.

# II. CONDITIONS GENERALES DE VENTE

## 1. Scope

These general conditions of sale (hereinafter the “**ToS’s**”) define the reciprocal rights and obligations in the event of the purchase of products or services on the **Platform** by a **User** (hereinafter the “**Customer**”).

The **ToS’s** express all of the obligations of the parties. The **Customer** is deemed to accept them without reservation, failing which his order will not be validated.

It may exceptionally be derogated from the provisions of the **ToS’s** insofar as these derogations have been the subject of a written agreement. These derogations may consist of the modification, addition or deletion of the clauses to which they relate and have no impact on the application of the other provisions of the GCS.

**E.M.A. Engineering SRL** reserves the right to modify the T&Cs from time to time. The modifications will be applicable as soon as they are put online for any purchase after this date.

## 2. Price

The **Seller** reserves the right to modify its prices at any time by publishing them online.

Only the rates indicated and the taxes in force at the time of the order will apply, subject to availability on that date.

Prices are in euros.

## 3. Order online

The **Customer** has the option of completing an order form online, using an electronic form. By completing the electronic form, the **Customer** accepts the price and description of the products or services.

For his order to be validated, the **Customer** must accept these **ToS's** by clicking where indicated.

The **Customer** must provide a valid e-mail address, billing details and, where applicable, a delivery address. Any exchange with the **Seller** may take place using this e-mail address.

In addition, the **Customer** must choose the delivery method and validate the payment method by receipt of the invoice electronically.

The **Seller** reserves the right to block the **Customer's** order in the event of non-payment, incorrect address or any other problem on the **Customer's** account, until the problem is resolved.

## 4. Confirmation and payment of the order

### a. Paiement

The **Customer** will receive an invoice at the beginning of each month relating to his use in terms of the number of accounts on his **Personal Space** and the latter undertakes to respect the payment deadline indicated on the latter. Payment is made only by bank transfer to the data provided on the invoice received.

The **Seller** also reserves the right to refuse an order from a **Customer** who has not fully or partially paid for a previous order or with whom a payment dispute is in progress.

### b. Confirmation

In case of unavailability of a service or a product, the **Seller** will keep the **Customer** informed by e-mail as soon as possible in order to replace it or to cancel the order of this product or service and possibly to reimburse the related price. , the rest of the order remaining firm and definitive.

## 5. Evidence

Communications, orders and payments made between the **Customer** and the **Seller** may be proven through computerized registers, kept in the **Seller's** computer systems under reasonable security conditions. Purchase orders and invoices are archived on a reliable and durable medium considered, in particular, as a means of proof.

## 6. Warranties

The **Seller** guarantees the conformity of the products or services to the contract in accordance with the law in force at the time of the conclusion of the latter.

7. Right of withdrawal

If the **Customer** is a consumer, he hereby waives his right of withdrawal in order to be supplied as soon as possible after the conclusion of the contract.

8. Force majeure

If the **Seller** is prevented, in whole or in part, from executing the order due to an unforeseen circumstance beyond its control, then it is a matter of force majeure.

In the event of force majeure, the **Seller** is authorized to suspend the execution of the order, in whole or in part, for the duration of the force majeure. The **Seller** immediately notifies the Customer.

If the force majeure continues for 90 days without interruption, each of the parties to the contract will have the right to terminate the contract unilaterally, by registered letter sent to the other party. The services already performed by the **Seller** will nevertheless be invoiced in proportion to the Customer.

9. Independence of clauses

The illegality or total or partial nullity of a provision of these **ToS's** will have no impact on the validity and application of the other provisions. The **Seller** reserves the right to replace the illegal or void provision with another valid provision of similar scope.

10. Applicable law and competent jurisdiction

Les présentes **ToS's** sont régies par le droit belge.

En cas de différend et à défaut d'accord amiable, le litige sera porté devant les tribunaux de l'arrondissement judiciaire du siège social du **Seller**.

These **ToS's** are governed by Belgian law.

In the event of a dispute and in the absence of an amicable agreement, the dispute will be brought before the courts of the judicial district of the **Seller's** registered office.