

Article 1 – Definitions

In these general terms and conditions the following terms shall have the following meanings:

- **“Sapphire Holding”**: with registered office at 8020 Oostkamp (Belgium), Hertsbergsestraat 4, and KBO number 0695.794.361.
- **“Customer”**: any natural or legal person who wishes to use the services provided by Sapphire Holding for his/her professional activities.
- **“Lead generation”**: a service provided by Sapphire Holding which consists of generating Leads for certain services and/or goods offered by the Customer by means of setting up online landing pages which are the subject of various online advertising and promotional campaigns.
- **“Lead”**: a collection of data consisting of a person's first and last name, email address and telephone number.
- **“Qualitative lead”**: a Lead is considered to be a "Qualitative Lead" if (i) the first and last names, email address and telephone number of the person concerned are correct, (ii) the person concerned has approved Sapphire Holding's privacy policy, and (iii) the Customer has not received the Lead from Sapphire Holding in the previous six months. These terms and conditions are necessary but sufficient to consider a Lead to be qualitative.
- **“Partner”**: a commercial partner of Sapphire Holding through which the Lead generation online advertising and promotional campaigns take place.
- **“Consultancy services”**: a consultancy service offered by Sapphire Holding in the field of online marketing optimisation.

Article 2 - Application

2.1. Unless expressly agreed otherwise in writing, these General Terms and Conditions shall apply to all quotations made by Sapphire Holding, to all agreements concluded on the basis of such quotations and to (subsequent) orders confirmed by Sapphire Holding.

2.2. In his relationship with Sapphire Holding he explicitly and integrally waives the application of his own general terms and conditions. Agreements entered into by employees and representatives without observing these general terms and conditions do not bind Sapphire Holding.

2.3. Any order or accepted offer implies acknowledgement by right on the part of the Client of his knowledge of these general terms and conditions and his acceptance thereof without reservation.

Article 3 - Realisation of the agreement

3.1. A quotation from Sapphire Holding is always without obligation and does not bind Sapphire Holding. An agreement will only be formed after Sapphire Holding has explicitly accepted the Client's (subsequent) order in writing.

3.2. Sapphire Holding has the right to refuse (subsequent) orders without giving reasons. Refusal by Sapphire Holding of an order or subsequent order, for whatever reason, can never give rise to any liability on the part of Sapphire Holding.

3.3. All agreements are deemed to have been concluded at 8020 Oostkamp (Belgium).

Article 4 – Pricing

4.1. All prices are always expressed in EUR. All taxes and levies, including VAT, are payable by the Client.

4.2. Unless expressly agreed in writing, Sapphire Holding will charge a fixed "Service Fee" for the Lead generation service and a variable "Cost Per Lead". The Service Fee is a fixed monthly fee for Sapphire Holding's administrative and management costs apart from the number of Qualitative Leads generated (which may also be zero). The 'Cost Per Lead' is a variable cost per supplied Qualitative Lead.

4.3. Unless expressly agreed otherwise in writing, Sapphire Holding will charge a fixed fee for the Consultancy services.

Article 5 – Payment

5.1. Invoices are payable 30 days after invoice date, unless other payment terms are stated on the front of the invoice. All payments are deemed to be made at the registered office of Sapphire Holding. All payment costs will be borne by the Customer.

5.2. The amounts stated on invoices must be paid in full and the Customer is not entitled to reduce any amount without Sapphire Holding's prior consent.

5.3. In the event of late payment, interest on the late balance of all the Client's debts that are due and payable shall be due, ipso jure and without any notice of default being required, equal to the interest calculated pursuant to Article 5, second paragraph of the Act of 2 August 2002 on combating late payment in commercial transactions. In addition, a compensation for administration costs caused by the non-payment will be due of 15% of this balance, with a minimum of EUR 100 per invoice paid late. The foregoing is without prejudice to (i) Sapphire Holding's ability to prove the extent of its actual damage and to claim compensation or (ii) the ability to suspend further compliance with its obligations under this or any other agreement with the Client, or to apply any other common law sanction.

5.4. No protest or reservation with regard to an invoice will still be accepted if it is not submitted in writing within a period of no more than ten days after receipt of the invoice. After this deadline, no complaint can be made or is no longer admissible.

Article 6 - Method of operation and delivery at Lead generation

6.1. For the Lead generation, Sapphire Holding works with online landing pages that are promoted by Sapphire Holding under its own commercial name through various online advertising campaigns. Landing pages are not promoted under the Customer's name. Sapphire Holding will decide at its own discretion through which Partners this promotion will be carried out.

6.2. The landing pages are created on the basis of information and data provided by the Client (such as images, texts, URLs, etc.). Sapphire Holding is not liable for (the content or accuracy of) the information and data provided by the Client.

6.3. Sapphire Holding and the Customer agree when the generated Leads will be delivered by Sapphire Holding. Each agreed delivery date is indicative only. Exceeding them will not give rise to any penalty.

6.4. After receiving the Leads, the Client is obliged to check whether they can be regarded as Qualitative Leads.

6.5. If a Lead supplied is not a Qualitative Lead, the Customer must notify Sapphire Holding in writing within 5 working days of taking delivery of the Lead in question, failing which the Lead will lapse. After that period, no complaints shall be accepted with regard to the quality of the Leads and the Leads supplied shall be definitively deemed to be Qualitative Leads.

6.6. In the event of a timely protest by the Customer, efforts will be made to provide the Customer with a replacement Qualitative Lead. Failing this, no "Cost Per Lead" will be charged for the Lead in question.

6.5. The Customer is not permitted to make the Leads supplied by Sapphire Holding available to any third party, whether or not for payment.

Article 7 - Nature of commitments

7.1. Sapphire Holding only enters into resource commitments under both the Lead generation and Consultancy services.

7.2. Sapphire Holding does not give any guarantee as to the interest of the Leads supplied in the Services and/or goods offered by the Customer.

Article 8 - Unforeseen circumstances and liability

8.1. Except where the exclusion or limitation of liability is excluded by law, both Sapphire Holding's contractual and non-contractual liability is limited to the invoice amount of the Lead or the Consultancy services that caused the damage.

8.2. In the event of unforeseen circumstances (e.g. strike, fire, theft, illness of the person providing the service, power failure, failure of the communication systems used, unavailability of internet connections, or websites, natural disasters, lockdown or quarantine situations, etc.) beyond the control of Sapphire Holding, Sapphire Holding will not be liable for any loss or damage. Sapphire Holding will, depending on the nature of these circumstances, be entitled to dissolve the agreement or to suspend its obligation(s). In that case Sapphire Holding will not incur any liability.

8.3. Sapphire Holding cannot under any circumstances be held liable for damage of any kind whatsoever arising from or in connection with the way in which the Partners carry out the advertising and promotional campaigns of the landing pages.

8.4. The Client declares to be perfectly familiar with the applicable regulations regarding the storage, processing and use of the Leads. Sapphire Holding cannot under any circumstances be held liable for any damage arising from or in connection with the manner in which the Client stores, uses and processes the supplied Leads in breach of the applicable regulations.

8.5. Sapphire Holding is not deemed to have knowledge of the Customer's services and/or goods or specifications for which the Leads are generated. Sapphire Holding cannot therefore be held liable for any damage of any kind arising from or in connection with the Client's relevant services and/or goods (e.g. damage as a result of defects in the Client's real estate project in question).

8.6. Any claim for damages made by the Customer against Sapphire Holding shall lapse by operation of law if it is not brought before the competent court within a period of two years after the facts on which the claim is based were known to the Customer or could reasonably have been known to the Customer.

Article 8 - Indemnification

The Client shall fully indemnify and hold Sapphire Holding harmless from and against all claims for damages made by third parties against Sapphire Holding in relation to damage for which Sapphire Holding cannot be held liable pursuant to Clauses 8.4. and 8.5.

Article 9 - Self promotion

The Client authorises Sapphire Holding to use its name and logo to self-promote its services (website, social media and marketing presentations). If the Client does not wish Sapphire Holding to include and use their name and logo for self-promotion, they must notify Sapphire Holding in writing no later than the time they place their first order.

Article 10 - Transfer of rights and obligations

The customer may not transfer any rights or obligations to Sapphire Holding to a third party (by means of a sale, contribution of capital or any other transaction, including a transfer or contribution of a branch of industry or of a general purpose, or a merger, demerger or other restructuring of companies) without the prior written consent of Sapphire Holding.

Article 11 - Amendment of these general terms and conditions

Sapphire Holding reserves the right to amend these general terms and conditions unilaterally. New versions will be communicated at all times via the websites www.immowi.com and www.immokantoor.be and by email to the Client. Sapphire Holding's applicable general terms and conditions are those posted on the aforementioned website on the date the Client places the order.

Article 12 – Divisibility

If any provision or part of any provision of these general terms and conditions should be void, unenforceable or unenforceable, the remaining provisions of these general terms and conditions shall remain in full force and effect. Where applicable, Sapphire Holding and the Customer shall in good faith agree a provision which would closely approximate the intended legal effect of the provision or part of a provision which would be void, unenforceable or unenforceable or the performance of which could not be demanded for any reason.

Article 13 - Applicable law and competent court

13.1. All agreements to which these general terms and conditions apply shall be governed by Belgian law.

13.2. All disputes arising out of or in connection with agreements entered into by Sapphire Holding (including pre-contractual disputes) to which these General Terms and Conditions apply shall fall within the exclusive jurisdiction of the courts and tribunals competent for the place where Sapphire Holding has its registered office.

Article 14 - Contradictions between language versions

These general terms and conditions have been drawn up in English, French, Dutch and Spanish. In case of inconsistencies between the different language versions, the Dutch version shall prevail.

Article 15 - Protection of privacy in relation to the processing of personal data

The processing of personal data by Sapphire Holding relating to a Customer and (Qualitative) Leads will be in accordance with Sapphire Holding's privacy statement, which can be consulted on the websites www.immowi.com and www.immokantoor.be. In this context, Sapphire Holding acts as controller. This privacy statement contains, amongst other things, information about the personal data that Sapphire Holding collects, as well as about the way in which Sapphire Holding uses and processes these data.

As soon as the Qualitative Lead is made available to the Customer under Lead generation, the Customer will act as controller. Sapphire Holding has drawn up a data transfer policy for this purpose.

By using Sapphire Holding's Lead generation or Consultancy services or by entering into an agreement with Sapphire Holding, the Client acknowledges that they have read the privacy statement and the data transfer policy and accept both.