

Terms and Conditions

1 – Definitions

These general terms and conditions govern the contractual relationship between **NeuroMedia Software**, a company incorporated under Belgian law, with its registered office at **Quai Sur Meuse 19, 4000 Liège**, registered with the Crossroads Bank for Enterprises under number **0559797886** (hereinafter “the Company”), and any natural or legal person using the Company’s products or services (hereinafter “the Customer”).

The term ‘**products and services**’ refers in particular, but is not limited to:

- software,
- software licences,
- online platforms,
- data provision,
- technical services,
- development services,
- consultancy services,
- maintenance or support.

Any order, contract or invoice implies full and unconditional acceptance of these general terms and conditions.

2 – Purpose

The purpose of these general terms and conditions is to define the respective rights and obligations of the Company and the Customer in connection with the provision of products and services.

The characteristics, features or terms of the products and services may change in order to improve their performance or for technical or operational reasons.

3 – Orders

Any order may result from:

- an accepted quotation,
- a purchase order,

- a contract,
- or the issue of an invoice.

The Company reserves the right to refuse any order for legitimate reasons.

4 – Duration of services

Unless otherwise specified, the services are provided for a fixed term as indicated in the quotation, contract or invoice.

In the case of a subscription, this is **tacitly renewed for an identical period**, unless terminated in writing by either party at least **one month before the expiry date**.

5 – Prices

Prices are quoted in **euros excluding VAT**, unless otherwise stated.

The Company reserves the right to amend its prices, in particular in the event of:

- changes in costs,
- indexation,
- or changes to the services provided.

Any changes will be communicated to the Customer.

6 – Invoicing and payment

Unless otherwise specified, invoices are payable **within thirty (30) calendar days of the date of issue**.

Any dispute regarding an invoice must be raised **in writing within eight (8) days** of receipt. Failing this, the invoice shall be deemed accepted.

7 – Late payment

In the event of non-payment of an invoice by its due date:

- **interest on late payment shall be due automatically and without formal notice**, at the rate provided for by the **Act of 2 August 2002 on combating late payment in commercial transactions**;

- a **fixed compensation fee for recovery costs of at least EUR 40** shall be payable, without prejudice to the right to claim higher compensation to cover the costs actually incurred.

The Company further reserves the right to:

- suspend the provision of services currently in progress,
 - restrict or disable access to products or platforms,
 - or terminate the contractual relationship.
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8 – Customer’s Obligations

The Customer undertakes to:

- provide accurate and complete information necessary for the proper performance of the services;
- use the products and services in accordance with the law and these terms and conditions;
- not use the services for any illegal, fraudulent or anti-social purposes.

The Customer is solely responsible for the use they make of the products and services.

9 – Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights relating to the products, software, data, databases, technologies and documentation supplied by the Company shall remain the exclusive property of the Company.

The Customer is granted only a **limited, non-exclusive and non-transferable right of use** for its internal business purposes.

Any reproduction, distribution or resale without prior written authorisation is prohibited.

10 – Confidentiality

Each party undertakes to treat as confidential all commercial, technical or strategic information obtained in the course of the contractual relationship.

This obligation shall remain in force for **five years following the termination of the contractual relationship**.

11 – Limitation of Liability

The Company undertakes to provide its services with the care reasonably expected of a professional service provider.

However, it shall only be liable in the event of gross negligence or wilful misconduct.

Under no circumstances shall the Company be held liable for:

- data loss,
- loss of turnover,
- operational loss,
- or any indirect damage.

The Company's total liability shall in any event be limited to the amount invoiced to the Customer during the **twelve months preceding the damage**.

12 – Force majeure

Neither party shall be held liable for any delay or failure to perform resulting from an event of force majeure, as recognised by Belgian case law.

13 – Termination

In the event of a serious breach by one of the parties of its contractual obligations, the other party may terminate the contract after a formal notice has remained without effect for **30 days**.

Termination shall not relieve the Client of the obligation to pay outstanding invoices.

14 – Partial invalidity

If any provision of these general terms and conditions is declared null and void or unenforceable, the remaining provisions shall remain fully valid.

The parties shall endeavour to replace the invalid provision with a provision having an equivalent economic effect.

15 – Governing law and jurisdiction

These general terms and conditions are governed by **Belgian law**.

Any dispute relating to their interpretation or performance shall fall within the exclusive jurisdiction of **the courts of the judicial district of Liège**, unless otherwise required by mandatory law.