

## WHISE SOFTWARE GENERAL TERMS AND CONDITIONS

### 1. Definitions

WHISE SOFTWARE:	WHISE SOFTWARE is an advanced and intelligent online CRM software specifically developed for the real estate professional. WHISE SOFTWARE is internet-based and includes the WHISE SOFTWARE website, functionalities and web services. The available WHISE accounts are described in the WHISE SOFTWARE INFORMATION PAGE (Annex A).
WHISE:	WHISE N.V., a company duly registered under the laws of Belgium, with registered office at Leuvensesteenweg 775, 1140 Brussels, Belgium and with company number BE 0471.483.940.
Customer:	The entity that or the person who contracts with WHISE for the use of WHISE SOFTWARE.
User(s):	The person(s) to whom the Customer gives a username and password in the WHISE account of the Customer.
Marketplace:	A feature in WHISE SOFTWARE enabling Customers to order services or products directly from MARKETPLACE Account Holders.
MARKETPLACE Account Holder:	A third party supplier of services or products related to the sale or renting of real estate (e.g. photographers, experts, etc.) that holds a MARKETPLACE Account.
Office:	A Customer can create multiple offices in its WHISE account in order to manage its properties, contacts, and Users.
WHISE Distributor	The official distributor of WHISE who is the principal point of contact for the Customer.
General Terms:	These general terms and conditions governing the use of WHISE Software by the Customer, including their Annexes.
Annexes:	The annexes attached to the General Terms.

### 2. Applicability

The General Terms are applicable to any license agreement between the Customer and WHISE with respect to the use of WHISE SOFTWARE. The Customer's terms and conditions and/or those of a third party do not apply.

WHISE may from time to time change the General Terms. The Customer has thirty days to object to such changes in writing, after which period the new terms are deemed to have been accepted by the Customer. If the Customer does not accept the new terms, the Customer is entitled to terminate the license agreement without compensation.

### 3. Orders

Customers can create a FREEMIUM Account through the WHISE sign-up page (<https://web.WHISE.eu/sign-up.html>) and will be asked to create a STARTER or an EXPERT Account if they reach the limits of the FREEMIUM Account in order to continue to use WHISE SOFTWARE.

The applicable fees for the STARTER or EXPERT Account are those that are effective at the date on which the order is placed. WHISE may from time to time adjust the applicable fees. The Customer has thirty days to object to such changes in writing, after which period the change is deemed to have been accepted by the Customer. If the Customer does not accept the change, the Customer is entitled to terminate the license agreement without compensation.

WHISE may adapt its fees once a year in accordance with the consumer price index. Such price indexation shall not be considered as a price adjustment within the meaning of the previous paragraph. All prices are net and exclude VAT.

Invoices will be sent solely by email to the email address communicated by the Customer when creating a WHISE account. It is the responsibility of the Customer to communicate to WHISE any email address modification. Invoices are due and payable by the Customer within 30 days after the invoice date, without deduction or setoff. Unpaid invoices are subject to a late payment interest of 1% per month or, if less, the maximum rate permitted by law on any overdue amounts, plus all reasonable expenses of collection.

Any offer other than on the WHISE order page and the WHISE website at the time of creating a STARTER or EXPERT Account, as well as any information, drafts, presentations, calculations and/or enclosures issued by WHISE, or by a WHISE distributor, are to be considered as information only and are in no event binding upon WHISE.

#### **4. Licenses**

By creating a WHISE account and upon acceptance of the General Terms, the Customer enters into a license agreement with WHISE with respect to the use of WHISE SOFTWARE.

WHISE grants the Customer a non-transferable and non-exclusive license to use WHISE SOFTWARE. The scope of the functionalities covered by the license depends on the type of account. The functionalities of each type of account are described in the WHISE SOFTWARE INFORMATION PAGE (Annex A). The Customer shall use WHISE SOFTWARE exclusively for its sole and unique benefit and in accordance with the intended use of WHISE SOFTWARE.

The Customer acknowledges that WHISE SOFTWARE is constantly being improved by WHISE. The Customer will only have access to the latest released version of WHISE SOFTWARE. Each new version or update of WHISE SOFTWARE will replace the previous version thereof, and be subject to all rights and obligations as mentioned in the General Terms. During the updates, WHISE SOFTWARE may temporarily be unavailable to the Customer.

WHISE is entitled to perform the necessary maintenance in order to ensure the proper functioning and availability of WHISE SOFTWARE, which may result in a temporary unavailability of WHISE SOFTWARE to the Customer. In such case, WHISE shall inform the Customer beforehand.

The duration of the license agreement for a STARTER Account and for an EXPERT Account is one year starting from the date mentioned on the WHISE order page on which the Customer received access to the account. The license shall automatically be renewed every year, unless Customer or WHISE gives a written notice to the other party of its intention not to renew the license at least three months before the end of the current one year term.

WHISE reserves the right to close the FREEMIUM Account and delete all data in the account in the event that the account has been inactive for 6 months. The Customer acknowledges that it is solely and fully liable for any claims or damages as a result of the termination of the account and/or the deletion of the data.

WHISE reserves the right to put the Customer's STARTER or EXPERT Account in "Read-only modus" in the event that the fees have not been paid within 30 days of the invoice date. "Read-only modus" means that the Customer can consult the data but cannot change anything in the account. In the event that the fees have not been paid 60 days after the invoice date, WHISE shall send a formal notice to the Customer and close the account and delete all data in the account if the Customer has failed to pay the fees within 15 days after the formal notice has been sent. The Customer acknowledges that it is solely and fully liable for any claims or damages as a result of the "Read-only modus", termination and/or deletion of the data.

If the Customer terminates its use of WHISE SOFTWARE, WHISE shall delete the Customer's data stored on its servers 30 days after the termination date of the license agreement, unless the Customer asked for the data or renewed its account(s) during these 30 days. The Customer acknowledges that it is solely and fully liable for any claims or damages as a result of the termination and/or deletion of the data.

The termination of the Customer's FREEMIUM, STARTER or EXPERT Account automatically terminates the license agreement between WHISE and the Customer with respect to the use of WHISE SOFTWARE.

If a Customer downgrades from an EXPERT Account to a STARTER Account, the fees for the EXPERT Account remain due for the remainder of the current one year term and no reimbursement will be made. As from the date of renewal of the license the Customer will pay the applicable fees for the STARTER Account. Downgrading from an EXPERT or STARTER Account to a FREEMIUM Account is not possible.

#### **5. Server space and transfer of data**

##### **a. Server space**

The WHISE accounts include a certain amount of space available to the Customer on WHISE's servers, as detailed in Annex A. If the volume of data stored on WHISE's servers by the Customer exceeds the server capacity available to the Customer, the Customer shall be required to purchase additional server capacity. The Customer acknowledges that by refusing to pay for additional server capacity, it shall be liable for any loss of data as a result thereof.

**b. Transfer of data**

The transfer to WHISE SOFTWARE of Customer's data including data stored with the use of other software must be done using the tools available in WHISE SOFTWARE. Any assistance from WHISE that may be needed for the execution of such transfer shall be invoiced at WHISE's applicable rates on that date for such service.

In case the Customer wishes to avoid data loss resulting from the transfer of its data to another system, the Customer can ask for a copy of its data at least 30 days prior to such transfer. If all due and outstanding invoices for the WHISE account(s) have been paid, WHISE shall deliver a complete set of data in a standard format. WHISE shall deliver the complete set of data free of charge once. WHISE reserves the right to invoice for additional delivery of the complete set of data at WHISE's applicable rates on that date.

**6. Scope and limitation of the services provided by WHISE**

WHISE provides the Customer with a software platform that enables the Customer to store data and to perform operations as set forth in the WHISE SOFTWARE INFORMATION PAGE (Annex A).

Related services provided by WHISE are strictly limited to all reasonable measures to ensure the operation and availability of WHISE SOFTWARE. WHISE does not screen text or media content processed through WHISE SOFTWARE by the Customer.

The Customer is free within the limited scope of its license rights to use and operate WHISE SOFTWARE according to its intended purpose. As a result, the Customer bears the sole and full responsibility for the content that it processes with the use of WHISE SOFTWARE.

If the Customer decides to order services or products from a MARKETPLACE Account Holder, the Customer enters into a direct contractual relationship with the MARKETPLACE Account Holder. WHISE is not a party to this contractual relationship and is not responsible for the products or services offered by MARKETPLACE Account Holders, or the terms and conditions under which this occurs. WHISE can in no event be held liable for any costs, expenses or damages by the Customer, MARKETPLACE Account Holder or third party as a result of the provision of products and/or services by Marketplace Account Holders and/or the use thereof by Customers.

WHISE reserves the right to limit the visibility of the Marketplace in WHISE SOFTWARE and/or to discontinue the possibility for Customers to order services or products from a MARKETPLACE Account Holder in the event that this MARKETPLACE Account Holder has not paid the fees for the MARKETPLACE Account. WHISE cannot be held liable for any costs or damages incurred by the Customer, MARKETPLACE Account Holder and/or third party as a result of such limitation of visibility and/or discontinuation.

**7. Customer's obligations and liability**

The Customer is fully and solely liable for any and all operations performed under its account. Customer is responsible for the confidentiality of its account, usernames and passwords, for the access to its computer system and for any acts and negligence of any party making use of a Customer's account. Customer shall not allow access to WHISE SOFTWARE to any person that is not a User.

In case Customer finds or suspects any misuse of its account information, Customer will immediately change its passwords.

The Customer shall comply with (i) all international, national, state and local laws and regulations, and (ii) all internet regulations, policies and procedures.

The Customer agrees to never use WHISE SOFTWARE for illegal purposes or conduct that is otherwise objectionable. The Customer may not process any content that (i) is unlawful, harassing, libelous, abusive, threatening, or harmful of any kind or nature or otherwise objectionable; (ii) it does not have the right to process under any law or under contractual or fiduciary relationships; (iii) infringes any rights of a third party, such as but not limited to patent, trademark, trade secret and copyright rights.

The Customer will not use nor display any means, software or routines that might harm other parties or the good functioning of WHISE SOFTWARE, or disproportionately burden the WHISE SOFTWARE system.

WHISE reserves the right to seek all remedies available including but not limited to blocking the access to an account, or to block access from a particular IP address.

The Customer accepts full responsibility for its account and agrees to defend, indemnify and hold harmless WHISE, its shareholders, directors, officers, employees, agents, distributors, attorneys, parent companies, subsidiaries and affiliates, from and against any and all claims, liabilities, judgments, penalties, taxes, costs and expenses (incl. reasonable attorney fees and costs) arising out of or related to Customer's use of the WHISE SOFTWARE and/or breach of the General Terms.

## **8. Processing of personal data in connection with the use of WHISE SOFTWARE**

### **a. Definitions**

The terms used in this provision shall have the meaning as ascribed to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR").

### **b. General**

With respect to the personal data relating to the Customer and/or its User(s), WHISE acts as controller in accordance with WHISE's privacy policy, available on the WHISE website (<https://www.WHISE.eu/privacy-policy?lang=en>).

With respect to the personal data that the Customer and/or its User(s) processes through the use of WHISE Software, *inter alia* data of its contact persons, customers, users or prospects, the Customer acts as data controller and WHISE acts as data processor on behalf of the Customer.

As controller, the Customer undertakes to pay particular attention to the protection of the privacy of its users, customers, contact persons and prospects and to comply with all applicable legislation on the protection of personal data and privacy, including the GDPR ("data protection legislation"). The Customer warrants that all personal data that it transmits to WHISE are obtained lawfully and can be lawfully processed by WHISE. The Customer guarantees the accuracy of the personal data it transmits to WHISE, and guarantees that its instructions to WHISE comply with data protection legislation. If WHISE is of the opinion that Customer's instructions violate data protection legislation, WHISE shall notify the Customer without delay and shall not be obliged to carry out the processing. A lack of notification by WHISE shall not affect the liability of the Customer towards WHISE due to the unlawful instruction.

The purpose of this provision is to regulate the procedures for the execution and organization of the processing of personal data by WHISE in its capacity as data processor.

It is specifically agreed between the parties that WHISE, in its capacity as a processor for the Customer, acts exclusively on behalf of and in accordance with the documented instructions of the Customer - that remains the controller - for the duration of the contract, including with regard to transfers of personal data to a third country, unless required to do so by Union or Member State law to which WHISE is subject; in such a case, WHISE shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

### **c. Data categories processed by WHISE as a processor**

In connection with the use of WHISE SOFTWARE by the Customer, WHISE may process the following personal data of the Customer's customers, contact persons, users or prospects on behalf of the Customer:

- Personal identification data (surname, first name, postal address, email address, phone / fax number, website URL, date of birth, place of birth, national and ID number, civil state, photo);
- Professional data (company name, registered office, company / VAT number, professional telephone number, professional email address, website URL, function, status, representative's name);
- Real estate data that customers, users or prospects put on sale or lease or that they are looking for (property category, price range, geographic area, number of rooms, area, floor, elevator, terrace, garden, etc. .);
- Financial data (bank account number, banking institution, details of a possible mortgage loan);
- Data on behavior and browsing habits on the sites and applications of the Customer;
- Any other data that the user, customer or prospect voluntarily communicates to the Customer.

WHISE may also collect non-personal data. These data are qualified as non-personal data because they do not make it possible to identify (directly or indirectly) a natural person. These data may therefore be used for any

purpose whatsoever, for example to improve the service of WHISE, products and services offered by the Customer or third party partners.

In the event that non-personal data are combined with personal data, so that an identification of a natural person would be possible, these data will be treated as personal data until the data are anonymized.

d. WHISE missions as a processor

In connection with the use of WHISE SOFTWARE by the Customer, WHISE, acting as a processor, is responsible for processing the data only for the following purposes:

- to manage the Customer's clientele;
- for the issue, collection and verification of the Customer's invoices;
- to inform the clients, users, prospects of the Customer about the offers / real estate advertisements (sale, rental, ...) according to specific search criteria;
- to inform customers, users, prospects of the Customer about the buyers / tenants according to the desired action (sale / lease, ...);
- to ensure the publication and visibility of real estate offers / advertisements on the Customer's website and, where applicable, in the media partners (real estate portals, newspapers, etc.);
- to connect / contact a seller / lessor and a buyer / tenant candidate;
- to follow and manage the evolution of a specific transaction (negotiation, offer, compromise, ...);
- to create and write real estate documents (compromise, sale, lease, ...);
- to provide the customer of the Customer with an activity report listing all the actions undertaken;
- to make sure suppliers related to the sales or renting of estates can deliver their products and/or services, eg. photographers, experts, ....
- to communicate to customers, users and prospects of the Customer promotional information on the products and services of the Customer and, where appropriate, its partners (direct marketing).

WHISE may be required to perform data processing for purposes that are not yet provided for in this provision, upon the Customer's prior written request.

e. Obligations of WHISE

In connection with the provision of WHISE SOFTWARE to the Customer, WHISE undertakes to:

- process the transmitted personal data only for the purposes set out in this provision and in accordance with the documented instructions (general or specific) of the Customer;
- treat the personal data in a strictly confidential manner and limit access to the data only to those who need it for the execution of their work and have committed themselves to confidentiality;
- respect the conditions referred to in paragraphs 2 and 4 of Article 28 GDPR for engaging another processor;
- take the appropriate technical and organizational measures to ensure an appropriate level of security of the personal data. WHISE shall provide the Customer, upon written request, with a description of these measures;
- unless the Customer is not subject to the GDPR, assist the Customer, insofar as possible and to the extent that the Customer does not have the possibility itself, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to WHISE, and to notify the Customer without undue delay after becoming aware of a personal data breach;
- unless the Customer is not subject to the GDPR and taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as possible and to the extent that the Customer does not have the possibility itself, for the fulfilment of the Customer's obligation to respond to requests for exercising data subject's rights.

f. Data retention

WHISE shall not keep the data longer than necessary to carry out the missions for which these data are made available. In this case, WHISE will delete them appropriately and definitively. This also applies to media on which a copy of the data has been stored.

At the end of the contract with the Customer, WHISE shall delete all personal data and existing copies, or return them to the Customer at its written request, unless Union or Member State law requires storage of the personal data. WHISE's obligation to destroy personal data shall not apply to the extent necessary to demonstrate compliance with its obligations under the agreement or data protection legislation, or if a legal obligation, a binding decision of a public authority or a judicial decision prohibits the destruction.

g. Communication to third parties

As a processor, WHISE refrains from disclosing to third parties the personal data it processes, in any manner whatsoever, unless this communication has been approved by the Customer, if the communication is necessary given the nature of the Customer's instructions and the execution of the agreement, or if such disclosure is required by law or a decision of a public authority or a judicial decision. In the event that WHISE is legally obliged to communicate the personal data to a third party, it will make sure to inform the Customer beforehand, unless that law prohibits such information on important grounds of public interest.

WHISE SOFTWARE enables the Customer to set up a direct link with MARKETPLACE Account Holders and to order directly with these third parties. By making use of the products and/or services of these MARKETPLACE Account Holders, the Customer may transfer data to these third parties via the WHISE SOFTWARE and may enable these third parties to access personal data via the WHISE SOFTWARE. The Customer is solely responsible for verifying compliance by these third parties with data protection legislation and ensuring that the personal data can be lawfully accessed by and transmitted to these third parties.

#### h. Sub-processors

WHISE uses sub-processors to fulfil its contractual obligations, such as hosting providers. The Customer can obtain an overview of sub-processors used by WHISE upon written request. If WHISE adds or replaces a sub-processor, WHISE shall inform the Customer about the intended change and the Customer shall be entitled to object to this change on reasonable grounds. In that case, WHISE shall be entitled to terminate the agreement with the Customer and/or to suggest modifications to its modalities without having to pay damages to the Customer.

#### i. Control by the Customer

Upon written request by the Customer, WHISE shall make available to the Customer all information necessary to evaluate the proper performance of its data processing activities as a data processor under its agreement with the Customer.

After obtaining WHISE's authorization, the Customer is entitled to carry out or to have a certified auditor carry out an inspection at WHISE's premises. Such inspection may not unnecessarily disturb WHISE's activities and shall be limited to one inspection per year. The Customer shall notify the inspection to WHISE in writing at least 30 days in advance. Before the start of the inspection, WHISE and the Customer shall agree on the process of the inspection. The Customer shall bear the costs of the inspection and shall pay a reasonable compensation for the efforts of WHISE's accompanying staff.

#### j. Responsibilities

The Customer warrants that all personal data that it transmits to WHISE are accurate, lawfully obtained and can be lawfully processed by WHISE, and guarantees that its instructions to WHISE comply with data protection legislation. The Customer accepts full responsibility in this regard and undertakes to defend and indemnify WHISE against all claims, liabilities, judgments, fines, taxes, fees and expenses (including the reasonable fees and expenses of counsel) - whatever they may be - arising from a breach by the Customer of this provision or its legal obligations under data protection legislation. WHISE's liability towards the Customer is governed by Article 11 of these General Terms.

### 9. Title to WHISE SOFTWARE

All intellectual property rights in, title to or ownership of WHISE SOFTWARE shall at all times remain with WHISE. This includes the copyrights on the structure, organization and overall composition of the standard WHISE websites. All manuals, documentation and programs, whether available in hard copy or accessible by remote inquiry shall remain confidential and the property of WHISE. Customer shall not use, print, copy, modify, translate or alter WHISE SOFTWARE in whole or in part.

The WHISE and WHISE SOFTWARE logo's and names are protected trademarks of WHISE. The Customer is not entitled to use, copy, remove or hide these signs without express written approval of WHISE.

Customer is not allowed to grant any sub-license or other right with respect to WHISE SOFTWARE.

### 10. Confidentiality

The Customer acknowledges that all information and/or data that it receives from WHISE in respect of WHISE SOFTWARE is confidential and represents an important commercial asset of WHISE. The Customer hereby undertakes to keep this confidential information and/or data strictly secret, and in no circumstances and in no way to divulge it and/or to make it known to third parties, and not to use this information and/or data to its own benefit without express written permission from WHISE. The Customer shall only pass the confidential information and/or

data to or make it known to those of its employees that absolutely must have this information and/or data to use WHISE SOFTWARE and the related services.

WHISE undertakes a similar confidentiality obligation with respect to the confidential information of the Customer that is processed through WHISE SOFTWARE.

## **11. Limitation of liability of WHISE**

WHISE shall make reasonable efforts to ensure the proper functioning and availability of WHISE SOFTWARE.

WHISE ensures that WHISE SOFTWARE is developed in a professional manner and is consistent with generally accepted industry standards. WHISE will continue to improve WHISE SOFTWARE and warrants that WHISE SOFTWARE shall comply with such standards. However, WHISE does not warrant that WHISE SOFTWARE is entirely free of bugs and errors.

WHISE provides WHISE SOFTWARE “as is”. WHISE does not warrant that the functions contained in WHISE SOFTWARE will meet the Customer’s performance requirements or that WHISE SOFTWARE will operate in accordance with the Customer’s expectations. The Customer accepts responsibility for the selection of WHISE SOFTWARE, its use and the results to be obtained therefrom, and is solely responsible to ensure that its activities, text or media content, services and/or products comply with applicable legislation. Also, in certain countries Customers have legal obligations such as for example certain reporting or publishing obligations. The Customer is solely responsible to comply with the laws and regulations in his/her area of activity. WHISE cannot be held responsible for any non-compliance by the Customer.

WHISE makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded. WHISE does not warrant the accuracy and/or availability of the information and data provided by or via WHISE SOFTWARE (including the WHISE Academy).

WHISE may provide templates to the Customer via the WHISE SOFTWARE, e.g. marketing email templates. The Customer is solely responsible to verify and ensure compliance with the applicable legislation of the content of such templates and the use that the Customer makes thereof.

WHISE can only be held liable for gross negligence (“zware fout”, “faute grave”). It cannot be held liable when a defect, malfunction or unavailability of WHISE SOFTWARE is attributable to (i) a software or hardware defect that was not issued by WHISE, (ii) the fact that changes or amendments to WHISE SOFTWARE have been made without its permission, or (iii) if the Customer fails to report immediately any defect together with documentation and information relating to the occurrence of the defect. In the event of a defect, malfunction or unavailability of WHISE SOFTWARE, WHISE shall make reasonable efforts to remedy such defect, malfunction or unavailability within a commercially reasonable delay. WHISE shall not be responsible if emails sent using WHISE SOFTWARE are included in the spam folder of the mailbox of addressees.

The Customer understands that WHISE SOFTWARE is an online application and that all software and data will be run from the WHISE servers that are located in Europe. WHISE cannot be held liable when a defect, malfunction or unavailability of WHISE SOFTWARE is attributable to network or communication issues.

WHISE shall not be liable to the Customer or third parties for loss of profits or business, loss of data, indirect, consequential or incidental damages, even if WHISE has been advised of the possibility of such losses or damages. For direct damages, if repair in species is not possible, the liability of WHISE towards the Customer shall never exceed an amount equal to the license fees paid by the Customer over the last twelve months. The Customer shall take all necessary measures that can reasonably be expected to limit its damage.

The Customer shall indemnify WHISE and hold it harmless against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys’ fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against WHISE or that WHISE shall incur or suffer that arise out of, result from or relate to: (a) the non-fulfillment or breach of any obligation of the General Terms; (b) any claim of any nature whatsoever brought by any third party who may suffer damages of any sort as a direct or indirect result of the Customer’s activities relating to or in connection with the Customer’s use of WHISE SOFTWARE or of products and/or services from MARKETPLACE Account Holders.

## **12. Customer website**

A Customer can use web services to connect its own website with WHISE SOFTWARE. Customers that opt to use web services must be assisted by suppliers with sufficient technological knowledge. These suppliers have to obtain a MARKETPLACE Account.

A Customer can also opt to use one of the template websites provided by specific Marketplace Account Holders linked to WHISE.

### **13. Termination for cause**

Without prejudice to article 4, in case WHISE notices an action by Customer or lack of action by Customer that might in WHISE's reasonable opinion (i) breach the General Terms, (ii) directly or indirectly harm a third party, or (iii) might otherwise be objectionable, or (iv) if a third party notifies WHISE of possible harm, WHISE will contact the Customer in order to remedy the breach or harm caused as soon as possible and in any event within 15 days after having been contacted by WHISE.

In extreme cases or in case the Customer fails to timely remedy its breach or the harm caused, WHISE – at its sole discretion – may immediately and without notice, without intervention of the court (“van rechtswege”, “de plein droit”), block or delete any content and/or terminate or suspend any Customer license, without any repayment of license fees or other indemnification of Customer and with complete indemnification of WHISE.

In case WHISE terminates or discontinues its services, blocks the Customer's access to WHISE SOFTWARE or deletes the data on the basis of this article or article 4, Customer shall not be entitled to any indemnification from WHISE for the damages suffered as a result thereof. If the Customer unsuccessfully contests WHISE's decision in court, the Customer shall reimburse WHISE's legal costs and expenses (incl. all attorney fees and costs).

### **14. Force Majeure**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance if such delay or failure arises by any reason beyond its reasonable control, including the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors.

### **15. General**

If any of the provisions of these General Terms are held to be or rendered void or unenforceable, the Customer agrees that the same shall not result in the nullity or unenforceability of the remaining provisions, but that Customer and WHISE shall use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purpose of said void or unenforceable provision.

The mere fact that WHISE does not insist upon or enforce strict compliance by the Customer of any provision of the General Terms shall not be construed as a waiver or relinquishment of WHISE's rights pursuant to that provision, unless made in writing.

The rights and remedies afforded to WHISE pursuant to the General Terms are in addition to and do not in any way limit any other rights or remedies afforded to WHISE by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

All notices between WHISE and the Customer shall be written in English and shall be deemed to be given:

- to the Customer if sent by e-mail to Customer's e-mail address for notices,
- to WHISE if sent by e-mail to [info@WHISE.eu](mailto:info@WHISE.eu).

### **16. Applicable law and venue**

The General Terms, as well as any other agreement between Customer and WHISE with respect to the use of WHISE SOFTWARE shall be governed by, interpreted and construed in accordance with the laws of Belgium. Any action brought by either party that arises out of or relates to the General Terms or any other agreement between Customer and WHISE shall be filed with the courts of Brussels (Belgium).



## ANNEX A: WHISE SOFTWARE INFORMATION PAGE

WHISE SOFTWARE is an advanced and intelligent online CRM software specifically developed for the real estate professional. WHISE SOFTWARE is internet-based.  
The available WHISE accounts are:

**FREEMIUM Account:** This account is free of charge and can be created via the sign-up page of WHISE (<https://web.WHISE.eu/sign-up.html>).

The functionalities are in principle the same as in the EXPERT Account, but WHISE built in the following limitations:

- Only 5 active online properties are allowed. More offline or archived properties are allowed
- Only one user is allowed
- Not more than 500 emails can be sent.

WHISE also reserves the right to limit the functionalities, and change the limitations of the accounts.  
Customers can upgrade to a STARTER or EXPERT Account.

A hosting of 1 Gbyte for the active hosting, and 1 Gbyte for the archived hosting is included.

### STARTER Account:

This account is not free and contains the following modules

- Properties: management of properties, the publication of advertisements to portal sites, history of properties,...
- Contacts: management of contacts (owners, buyers, prospects,...), history of contacts, preferences of prospects (number of bedrooms wanted, price range, area,...),...
- Automated matching: the system automatically looks for matches between the criteria of the prospect and the available estates,...
- Calendar: management of the agenda of the whole staff
- Administration: management of users, passwords, rights, default settings,...

A hosting of 1 Gbyte for the active hosting, and 1 Gbyte for the archived hosting is included.

### EXPERT Account:

This account is not free and contains the functionalities of the STARTER Account plus

uMail - management incoming and outgoing mails

Mailings - Integrated mass mailing campaigns

API/Webservices - for websites

uCall - possibility for a link with VOIP telephony

uCheck - A workflow and task module

A hosting of 1 Gbyte for the active hosting, and 1 Gbyte for the archived hosting is included.

### MARKETPLACE Account

A MARKETPLACE Account is an account for suppliers of services or products to the Customers (real estate agents), so that they can setup a direct link with WHISE. This link gives the possibility for Customers to order directly from the owner of the MARKETPLACE Account.

Customers can ask for the activation of a specific MARKETPLACE Account. Once the MARKETPLACE Account Holder has accepted the Customer's request, the Customer can order services or products from the MARKETPLACE Account Holder.

The MARKETPLACE Accounts are separated in the following types:

1. Media - Portal sites
2. Property-based Services eg.: energy certificates, creation of brochures, rent guarantee
3. Websites for the Customers
4. Telephony eg. recognizing the Contact in the database of the Customer based on the telephone number of an incoming call, calling out from WHISE SOFTWARE
5. SMS - Giving the possibility to send SMS manually or automatically to contacts of the Customer
6. Designers & System integrators
7. General activities of the real estate agent, examples: opinion systems, GDPR consulting & services, marketing tools, ...
8. Other

**WHISE Academy Accounts**

WHISE SOFTWARE includes a free account to the WHISE Academy. The WHISE Academy is a free training and study platform, which is hosted on a platform which is called Teachable.

**Gaido** is the Chatbot of WHISE.

This version of the General Terms & Conditions dates from January 26<sup>th</sup> 2022.