Minggo Subscription terms

Version 24 May 2023

1. GENERAL

1.1. These Terms of Subscription (hereinafter, the "**Terms**") will apply to and form an integral part of: (a) all offers to **Customer** (i.e. person or company addressed in an offer) issued by **HRLINKIT BV**, registered with the Crossroads Bank of Enterprises under number 0474.404.927 and having its registered office at Goudfazantenlaan 5 bus A, 3001 Leuven (Belgium), or by any of its affiliates (hereinafter, "**MINGGO**"); (b) all orders placed by Customer with MINGGO, whether placed through an online store, web panel, marketplace, pre-prepared payment order link or otherwise; and (c) all order confirmations issued by MINGGO. The Terms will apply to all offers, orders and confirmations in as much as they are relating to the access and use of the MINGGO software and services (hereinafter, "**MINGGO Platform**") to Customer (hereinafter, the "**Subscription**").

1.2. The present Terms are solely applicable to the Subscription and will replace any other terms and conditions stated orally by Customer or set forth in any document issued by Customer either before or after issuance of any document by MINGGO setting forth or referring to these Terms. Such any other terms and conditions are hereby explicitly rejected and they will be wholly inapplicable to any performance by MINGGO, who will not be bound by them, unless and to the extent expressly agreed to in writing by MINGGO. Parties hereby exclude the application of book V of the Belgian Civil Code.

1.3. An order is only accepted by MINGGO, and it will only be binding, upon written confirmation by MINGGO. Likewise, acceptance of any offer by Customer is expressly conditional on Customer's acceptance of these Terms and the specific provisions for software applications from third-party providers. Acceptance by Customer of an offer and the specific provisions for software applications may be evidenced by Customer's, or its representative's, (a) written acceptance of the Subscription, whereby an electronic signature or use of an electronic identification scheme or certificate is considered legally binding and equivalent to a handwritten signature, (b) payment of the fee which is due to MINGGO for the Subscription (hereinafter, the "**Subscription Fee**"), (c) or click on the 'agree' field when activating the MINGGO Platform.

1.4. The Customer declares to have had all reasonable time to consider the use of the MINGGO Platform and to ask and read all relevant information. The Customer has read the terms and conditions of this Subscription and had all reasonable time to consult a legal advisor or ask questions to MINGGO prior to entering into this Subscription.

1.5. MINGGO's offers are open for acceptance within the period stated by MINGGO in said offer or, when no period is stated, within thirty (30) calendar days from the date of the offer. However, any offer may be withdrawn or revoked by MINGGO at any time prior to the receipt by MINGGO of Customer's acceptance related thereto. Parties hereby exclude the application of book V of the Belgian Civil Code.

1.6. Any offer is an engagement of MINGGO to provide a subscription to the MINGGO Platform. It is not an engagement to achieve any particular result.

1.7. Likewise, any delivery date is a mere estimation, and is not binding on MINGGO. Nonetheless, MINGGO will use its best efforts to meet any such delivery date, on the condition that Customer meets all its obligations under the present Terms and corresponding offer and confirmation, and that Customer provides all necessary orders, information, technical and functional specifications or requirements sufficiently prior to the requested delivery date.

1.8. These terms are also applicable in case MINGGO provides a temporary trial Subscription on MINGGO Platform to Customer. A trial Subscription is provided "as is" without obligation or warranty on the side of MINGGO. The purpose of a trial Subscription is to allow the Customer to evaluate whether the MINGGO Platform could be useful. The demo Subscription is not intended for operational use by the Customer. MINGGO may decide to terminate a trial Subscription with immediate effect and without ground or notification.

2. PRICES, INVOICING, PAYMENT AND SUSPENSION

2.1. The Subscription is activated upon receipt of payment (regardless of the payment method used) of the Subscription Fee. The Subscription Fee does include the standard support as set out in these terms.

2.2. The Subscription Fee does not include any set-up fee or costs related to training or requests related to provide any custom modification, consulting, system integration or other services outside the scope of the MINGGO Platform.

2.3. All prices in any offer are exclusive of all applicable taxes, levies, duties, payment, bank or currency exchange costs, and Customer will be solely responsible for the payment of all such amounts. MINGGO will add taxes to the Subscription Fee, where it is required to do so by law, at the moment of invoicing for the Subscription, and Customer will pay them together with the price. All prices are payable in Euro (EUR) unless agreed differently.

2.4. MINGGO will invoice Customer for the Subscription, as specified in the offer. Any Subscription Fee needs to be paid in advance.

2.5. All invoices are due and payable at a due date as mentioned on the invoice, or in absence thereof within thirty (30) calendar days of the invoice date. A purchase order or purchase order number from Customer is not required for sending valid invoices.

2.6. If Customer does not pay the price due within the stipulated term, Customer will be automatically in default, without MINGGO's notification being required. In addition, all amounts not paid by Customer on the due date mentioned in the invoice will bear an interest of eight percent (8%) per year. Furthermore, Customer agrees to pay any costs, fees and expenses incurred by MINGGO in connection with the collection of the debt together with the applicable interest, with a minimum of two hundred fifty (250) EUR.

2.7. If Customer has not timely paid the Subscription Fee by the due date, MINGGO may automatically suspend the subscription. Customer acknowledges and agrees that MINGGO is not obliged to continue rendering any services or providing access to the MINGGO Platform as long as the related invoice is not paid.

2.8. MINGGO has the yearly right to amend the Subscription Fee to the Belgian consumer price index. MINGGO has no obligation to inform the Customer prior to implementing this indexation.

2.9. Except for indexation, MINGGO will not amend the Subscription Fee during the initial period. After said initial period other changes to fees shall be communicated to the Customer at least four (4) months prior to the expiry of the initial period or of the one (1) year renewal period. If the Customer does not agree with such change to fees, he is entitled the terminate the Subscription in accordance with Article 3.3. below.

2.10. No obligation rests upon MINGGO to reimburse (i) the Subscription Fee to the Customer in case of early termination of the Subscription or (ii) the subscription fee for software applications from third-party providers purchased through the MINGGO Platform and that are not accessible anymore or terminated earlier than contractually agreed upon.

3. SUBSCRIPTION AND TERM

3.1. Subject to Customer's fulfilment of all obligations under the Terms and corresponding offer and/or confirmation (in particular, but without an exhaustive character, full payment of the Subscription Fee), Customer will have a non-exclusive, personal, non-transferable, non-sublicensable Subscription to access and use the MINGGO Platform for the purpose as agreed between MINGGO and Customer.

3.2. This Subscription shall take effect from the effective date shall continue for the initial period as agreed upon between the Parties. The term of the Subscription for MINGGO or software applications or application interfaces from a third-party provider used in or purchased through the MINGGO Platform shall be one (1) year unless another term was agreed in writing between the Parties.

3.3. The Subscription tacitly renews for subsequent periods of one (1) year unless one of the Parties terminates this Subscription Agreement with at least three (3) months' written notice of such intention prior to the expiry of the initial period or of the one (1) year renewal period.

3.4. Customer agrees not to use the Subscription for any purpose that may be detrimental to MINGGO's business activities or commercial interests.

3.5. MINGGO may use a Subscription key or similar control mechanism to ensure compliance with the use and limitations of the Subscription. Accounts are personal, meaning that the Customer is not allowed to transfer accounts from one company to another or from one employee to another.

3.6. The Customer shall ensure that its network and systems comply with any relevant specifications provided by MINGGO or any marketplace owner or vendor.

4. INTELLECTUAL PROPERTY

4.1. Any and all intellectual property rights (i.e. any and all (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, continuations, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world) in the MINGGO Platform are the sole property of MINGGO.

4.2. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the MINGGO Platform.

4.3. Customer agrees to utilize the MINGGO Platform for Customer's business purposes only and Customer agrees not to disseminate the MINGGO Platform, in any form, to any person or entity.

4.4. Customer will not, and will not encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works of the MINGGO Platform; (ii) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the MINGGO Platform; (iii) distribute, license, sublicense, lease, rent, loan or otherwise transfer the MINGGO Platform or Subscription key to any third party; (iv) remove, alter, obscure in any way the proprietary rights notices of MINGGO; (v) use the MINGGO Platform for the purpose of creating a product or service competitive with the MINGGO Platform; (vi) use the MINGGO Platform in connection with any unsupported software or hardware.

4.5. Customer may not remove or circumvent any technical provisions that were installed to protect the MINGGO platform (or have these removed or circumvented by others).

4.6. Customer will refrain from any action that can in any way be damaging MINGGO or reputation associated with the trademark MINGGO or MINGGO. Customer will refrain from registering the trademark MINGGO or MINGGO or any similar trademark for similar activities anywhere in the world.

5. CONFIDENTIALITY

5.1. Customer acknowledges that the MINGGO Platform incorporates proprietary information developed or acquired by or licensed to MINGGO. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the MINGGO Platform, including (i) those measures taken by Customer to protect Customer's own confidential information and (ii) those which MINGGO may reasonably request from time to time.

5.2. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the MINGGO Platform. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

5.3. Customer will not disclose, in whole or in part, any item of the MINGGO Platform to any individual, entity, or other person, except to those persons who (i) require access for Customer's authorized use of the MINGGO Platform and (ii) agree to comply with the use and non-disclosure restrictions applicable to the MINGGO Platform under these Terms. Customer acknowledges that any unauthorized use or disclosure of the MINGGO Platform may cause irreparable damage to MINGGO. If an unauthorized use or disclosure occurs, Customer will immediately notify MINGGO and take all reasonable steps which may be available to recover the MINGGO Platform and to prevent subsequent unauthorized use or dissemination. Customer entitles MINGGO to use the name of Customer as reference for marketing purposes.

6. DATA PROTECTION

6.1. Before the MINGGO Platform can be taken into use, Customer will read and accept the contents of the **Privacy Statement.**

6.2. To the extent the MINGGO Platform processes any personal data of third parties on Customer's behalf, MINGGO and Customer record their intention that, relating to the processing of the personal data of these third parties, Customer will be the data controller and MINGGO will be a mere data processor as set out in a **Data Processing Agreement**. In any such case:

6.2.1. Customer acknowledges and agrees that the personal data may be transferred to any data-servers hosted in any country of the European Economic Area. Customer agrees with the transfer of personal data to any data-server in the UK and/or US for specific subcontractors where an adequate level of protection is provided.

6.2.2. Customer will ensure that it is entitled either by having the data subject's consent or having a legal basis to transfer the relevant personal data into the MINGGO Platform, so that the

MINGGO Platform may lawfully use and process the personal data for the purposes of rendering services.

    6.2.3. Customer will ensure either (i) that the third parties whose personal data are processed have authorized such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards or (ii) if necessary, personal data are delivered 'de-identified', meaning that the personal identifiers have been extracted from all personal data.

    6.2.4. Customer acknowledges and agrees that the MINGGO Platform may be accessible to MINGGO's representatives for the purposes of rendering services, maintenance or support

6.3. Customer will take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6.4. The MINGGO platform does itself not store data of customer and data of third parties provided by customer (unless explicitly agreed otherwise). MINGGO does not archive or back-up any data processed using the MINGGO platform, nor does MINGGO accept any liability related thereto.

7. AUDIT

7.1. Customer agrees to notify MINGGO in writing in case there is a need to change the subscription plan or in case the subscription key would not suffice. Customer understands that any changes to the subscription plan may result in an amendment of the Subscription Fees.

7.2. Customer will enable MINGGO or its authorized representative to audit and examine the use made by Customer. MINGGO is entitled to audit the number of instances or users of the MINGGO Platform and to verify compliance with the offer and the Terms. Customer understands that, if needed, MINGGO may scan any Customer's software or hardware to check for any compliance issues.

7.3. MINGGO reserves the right to conduct, without prior notice, such audit or to have an authorized representative conduct the audit either remote or physically on location of Customer. Upon request of MINGGO Customer or any of its subcontractors, will provide all assistance needed to execute the audit.

7.4. Costs of audits conducted by MINGGO or its authorized representative will be borne by MINGGO unless the audit reveals that Customer is not in compliance with the Terms or has committed fraud. In such case Customer will reimburse the total costs of the audit and will immediately pay any additional Subscription Fees and accrued interests as from the date of use of the MINGGO Platform. This leaves unaffected the right for MINGGO to claim compensation for any damages suffered

8. WARRANTIES AND DISCLAIMERS

8.1. MINGGO makes no warranties and hereby disclaims all other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, suitability, availability, title, non-infringement, or fitness for a particular use or purpose, with respect to the use, misuse, or inability to use the MINGGO Platform, as the case may be, provided to Customer by MINGGO.

8.2. MINGGO does not warrant that the MINGGO Platform is error-free. Customer specifically acknowledges and agrees that MINGGO cannot be held liable for any errors when using the MINGGO Platform or as an outcome of using the MINGGO Platform.

8.3. Customer acknowledges and agrees that he is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to MINGGO Platform or from its systems via marketplaces to the MINGGO Platform. Customer is solely responsible for all problems, conditions, delays, delivery failures and all other loss or damages arising from or relating to (a) the Customer's network connections or telecommunications links (b) the internet, (c) the use of marketplaces or third-party software or services in which MINGGO may be integrated as a partner service.

8.4. Customer acknowledges and agrees that he is solely responsible; (a) for any configurations done using the MINGGO Platform, (b) for any applications created and/or used in the MINGGO Platform, (c) for the security related to any access to and use of the MINGGO Platform, (d) software applications or application interfaces from a third-party provider used in or purchased through the MINGGO Platform for which specific terms of use and the privacy policy of the third-party provider apply, (e) for any content or business or personal data processed using the MINGGO Platform.

8.5. Customer represents and warrants to MINGGO that it has the authority to contract (i.e. accepting offers and placing orders) and to accept these Terms, and that any information, confidential or not, as well as personal data, provided to MINGGO by Customer is accurate and truthful.

8.6. Customer will not: (a) infringe any intellectual property rights of third parties when using the MINGGO Platform; (b) use any sources containing viruses, worms or other malicious computer programming codes intended to damage or actually damage the MINGGO Platform or, MINGGO's system or data; or (c) otherwise violate the rights of a third party.

9. INDEMNIFICATION

9.1. MINGGO will defend Customer as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of any registered intellectual property rights of such third party by the MINGGO Platform and excluding any claims resulting from: (a) the unauthorized use of the MINGGO Platform by Customer or by third parties with the consent of Customer; (b) the modification of the MINGGO Platform by Customer or by third parties with the consent of Customer; (c) the use of the MINGGO Platform in violation of any of the present Terms by Customer or by third parties with the consent of Customer; (d) any applications created or used by the Customer; (e) any content or data that were linked to or imported in the MINGGO Platform.

9.2. Such indemnity obligation will be conditional upon the following: (a) MINGGO is given prompt written notice by Customer of any such claim; (b) MINGGO is granted sole control of the defence and settlement of such a claim; (c) upon MINGGO's request, Customer fully cooperates with MINGGO in the defence and settlement of such a claim; and (d) Customer makes no admission as to MINGGO's liability in respect of such a claim, nor does Customer agree to any settlement in respect of such a claim without MINGGO's prior written consent.

9.3. Provided these conditions are met, if such a violation is asserted MINGGO's sole responsibility will be at its own expense and option either (i) to procure the right/license to continue using the MINGGO Platform ; and/or (ii) to modify the MINGGO Platform to non-infringing; and/or (iii) to take legal action against such third party if MINGGO is convinced that any asserted intellectual property rights are not valid or the MINGGO Platform does not infringe such intellectual property rights.

9.4. The foregoing states the entire liability and obligation of MINGGO and the sole remedy of Customer with respect to any infringement of any intellectual property rights.

10. LIABILITY

10.1. To the maximum extent permitted under applicable law, MINGGO's liability arising out of or in connection with the subscription under these terms whether in contract, warranty, tort or otherwise, will be subject to the restrictions set forth in these terms, and it will not exceed the annual subscription fee paid by customer and maximum fifty thousand (50.000,00) euro.

10.2. To the extent legally permitted under applicable law, MINGGO will not be liable to Customer or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, loss of data, revenue or income, goodwill, production of use, procurement of substitute services, fatal injuries, including but not limited to any miscalculations, incorrect conversion of data, or the use, misuse, or inability to use the MINGGO Platform, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise.

10.3. For the avoidance of doubt, MINGGO will not be liable for any claims resulting from: (a) Customer's or Customer's employees', helpers' or agents' unauthorized use of the MINGGO Platform; (b) Customer's or any third party's unauthorized modification of the MINGGO Platform; (c) Customer's use of the MINGGO Platform in combination with any incompatible hardware or software; (d) Customer's or Customer's employees', helpers' or agents' use of the MINGGO Platform in violation of any of the articles of these Terms; (e) Customer's or Customer's employees', helpers' or agents' use of any software applications created or used by the Customer, even if the provider of such software application would be considered a subcontractor of MINGGO ; (f) Customer's or Customer's employees', helpers' or agents' use of any content or data that were linked to or imported in the MINGGO Platform.

10.4. The exclusions and limitations of liability under these Terms will operate to the benefit of MINGGO's affiliates, subcontractors and resellers to the same extent such provisions operate to the benefit of MINGGO; and all exclusions and limitations of liability enforceable towards Customer are also, to the same extent, enforceable to Customer's employees, helpers and/or agents.

11. SUPPORT

11.1. This Subscription does cover the standard support in relation to the MINGGO Platform as described hereafter. Standard support means:
   i. Support linked to the functioning of the MINGGO Platform. This type of support does not include support on applications built by the Customer. For that kind of support, an extra SLA pack is required from a MINGGO partner or MINGGO itself.
   ii. Standard support does not include Customer reporting. SLA packs do provide Customer reporting.
   iii. Inbound support by phone is only possible within the SLA pack.
   iv. The standard support funnel contains:
      a. Pro-active support: outbound messages, product tours and messenger-apps
      b. Self-serve support: chatbot and articles
      c. Human support: chat functionality and automation

11.2. "**Incident**" shall mean any problem occurring within the MINGGO Platform that is demonstrable and that has been notified according to the notification procedure.

Simple, frequent questions can be solved automatically via chatbot.
Users are first obliged to search the MINGGO help center for an answer. If the question is not solved,

they can ask for additional help via the chat functionality. Questions via the chat are directly assigned to the Customer success team.

The Incidents shall be classified in three categories: (i) Blocking Incidents, (ii) Critical Incidents or (iii) Normal Incidents. Whether an Incident falls under the scope of one or another category shall be determined by MINGGO according to the following criteria:

i. **Blocking Incidents** ("**P.0**") shall consist in problems that precludes the Customer from using the MINGGO Platform and disrupts critical business functions, and the solution of which may be complex.

ii. **Critical Incidents** ("**P.1**") shall consist in problems that do not preclude Customer from using the MINGGO Platform but diminish the functionalities or the performance of the MINGGO Platform, and the solution of which is not a complex one.

iii. **Normal Incidents** ("**P.2**") shall consist in problems that do not diminish the functionalities or performance of the MINGGO Platform, but simply imply minor deficiencies the solution of which is very standard.

Under no circumstance Incident shall mean any matter affecting Customer's own integrations, configurations, applications, databases or third party's software or hardware that has been installed in addition to the Subscription.

11.3. "**Support**" shall mean the assistance provided by MINGGO (or any subcontractor of MINGGO) in relation to the MINGGO Platform. Two types of support can be distinguished:

v. "**Corrective Support**", which shall consist in support aimed to try to solve P.0, P.1 and P.2 Incidents once they have occurred.

vi. "**Preventive Support**", which shall consist in support aimed to avoid that P.0, P.1 and P.2 Incidents occur.

11.4. Corrective Support shall only be rendered if the Incident is notified by Customer in writing through MINGGO 's support system (notification procedure) and immediately after discovery of the Incident.

11.5. The key user on the side of Customer shall be authorized and knowledgeable enough about the Incident as well as about the MINGGO Platform in order to help MINGGO resolve the Incident.

11.6. Corrective Support and Preventive Support shall only be provided during working days, excluding Saturdays and Sundays, as well as MINGGO holidays. Likewise, Support shall only be provided during normal business hours (i.e. 9.00 am-5.00 pm CET). Customer shall ensure that MINGGO can have access to MINGGO Platform and that no security measures prevent the latter from providing Support.

11.7. MINGGO shall have no responsibility to provide support to Customer with respect to any problem with the MINGGO Platform caused by:
i. any applications, software, device, or other product not released by MINGGO;
ii. neglect, misuse, alteration, modification, and/or enhancement to the MINGGO Platform by any party other than MINGGO;
iii. negligence, hardware malfunction or other causes beyond the control of MINGGO;
iv. failure of Customer to provide a suitable installation or operating environment or high speed internet connection for the MINGGO Platform;
v. use of the MINGGO Platform for a purpose other than the purpose for which it was designed;

11.8. MINGGO shall have no obligation to support a failure that cannot be reproduced at MINGGO 's facility or via remote access to the Customer's facility. If analysis demonstrates that a failure is due to Customer, then Customer shall reimburse MINGGO for any time spent and costs made.

11.9. "**Updates**", meaning improvements of the same version of the MINGGO Platform, can be made available to Customer by MINGGO.

11.10. "**Upgrades**", meaning the addition of functionalities to the ones originally included in the MINGGO Platform, can be made available to Customer by MINGGO.

11.11. MINGGO is not obliged to carry out Updates or develop Upgrades. The Customer cannot refuse Updates or Upgrades to the MINGGO Platform.

12. TERMINATION

12.1. MINGGO may suspend immediately by writing notice or terminate the Subscription by giving a thirty (30) calendar days written notice to the Customer in case a third-party provider (for example provider of a marketplace) through which the Subscription is offered, has either suspended or terminated (irrespective whether for convenience or for cause) the access to the MINGGO Platform for example (without being exhaustive) for validation or re-validation purposes, for safeguarding the interests of other customers, for security or any other reasons that the third-party provider may consider relevant. No compensation is due by MINGGO to the Customer in such case.

12.2. MINGGO may terminate the Subscription immediately by operation of law on giving notice in writing to the Customer upon the occurrence of any of the following events or circumstances; if the Customer:

12.2.1.   files any petition in bankruptcy;
12.2.2.   has an involuntary petition on bankruptcy filed against it;
12.2.3.   becomes insolvent;
12.2.4.   makes a general assignment for the benefit of creditors;
12.2.5.   admits in writing its inability to pay its debts as they mature;
12.2.6.   has a receiver appointed for its assets;
12.2.7.   has any significant portion of its assets seized;
12.2.8.   is in material breach of this Subscription and has failed to remedy such breach within fifteen (15) calendar days after having been summoned thereto;
12.2.9.   has transferred the majority of its shares to a third party, has lost control over the company or is merged with or into another entity, and where such change of control may reasonably adversely affect the Subscription or MINGGO's competitive position in the market.

12.3. Rights and obligations under sections 2.5, 2.6, 3.4, 4, 5, 7, 8, 10, 14.6 will survive any such termination.

12.4. In case the Customer requests termination assistance, MINGGO will only provide exit services upon the Customer accepting an offer related thereto and advance payment of such amount.

13. FORCE MAJEURE

13.1. MINGGO will not be liable for any failure or delay if such delay or failure is due to causes beyond MINGGO's control, including, but not limited to, war, strikes or labour disputes, embargoes, government orders, telecommunications, network, computer, server or internet downtime,

unauthorized access to MINGGO's information technology systems by third parties or any other cause beyond the reasonable control of MINGGO (hereinafter, the "**Force Majeure Event**").

13.2. MINGGO will notify Customer, for mere informative purposes and without assuming any liability or obligations in respect of it, of the nature of such Force Majeure Event and the effect on the Subscription and its ability to render services, as well as of MINGGO's plan to mitigate the effects of such Force Majeure Event.

14. MISCELLANEOUS

14.1. These Terms and the related attachments constitute the entire agreement and understanding between Customer and MINGGO with respect to the Subscription and rendering of related services in respect of the MINGGO Platform and supersedes all prior oral or written agreements, representations or understandings between Customer and MINGGO relating to the same subject. For software applications or application interfaces from a third-party provider used in or purchased through the MINGGO Platform the following order or prevalence is applicable: (1) specific commercial provisions set out by MINGGO, (2) specific terms of use and the privacy policy of the third-party provider, (3) these Terms and related attachments.

14.2. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.3. Any failure to enforce any provision of the Terms will not constitute a waiver thereof or of any other provision.

14.4. Customer's obligations and rights under the present Terms may not be assigned by Customer without the prior written approval of MINGGO. MINGGO may assign its obligations and rights to (a) a parent company or affiliated company, (b) an acquirer of all or substantially all of MINGGO's assets involved in the operations relevant to these Terms, or (c) a successor by merger or other combination. Any purported assignment in violation of this article will be void. These Terms may be enforced by and is binding on permitted successors and assigns.

14.5. All notices from MINGGO intended for receipt by Customer will be deemed delivered and effective when sent to the email address provided by Customer, without prejudice to any other additional mean of communication used for giving such notice. If Customer changes its email address, Customer must inform MINGGO of that circumstance in written.

14.6. These terms will be exclusively governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Leuven (Belgium) will have sole jurisdiction should any dispute arise in relating to the terms.