

1. Preamble

WeGlow BV is a joint stock company with registered office located at Frank dan Dyckelaan 7b, 9140 Temse, with Companies Register under the reference number BE 0758.424.588 and email address: **hello@weglow.world** (hereinafter ‘the company’).

WeGlow’s main activity is software publishing. It provides solutions accessible via SaaS (Software as a Service) for organizations in the non-profit sector that receive donations from the general public (charitable or political associations, foundations, schools, universities, museums, etc.), together with the technical services associated with these solutions. These solutions and services are provided by WeGlow to its clients on a ‘white label’ basis. Within this context, it should be noted as a preliminary remark that WeGlow is a provider of software services and does not provide support or consultancy services, particularly in the fields of marketing or communication.

2. Definitions

Each of the terms listed below shall, in dealings between the parties, have the meaning indicated, whether used in the singular or in the plural:

– « **Client** »: shall designate any organization that wishes to avail itself of the services provided by the company and enters into a contractual agreement with the company using a quote for that purpose;

– « **Contract** »: shall designate, in decreasing order of priority, Quote and these general terms and conditions, including the appendices hereto. In the event of a contradiction between the documents comprising the contract, it is expressly agreed between the parties that the provisions contained in the higher-ranking document shall prevail with regard to the obligations with conflicting interpretations. The fact that a provision contained in a lower-ranking document is not expressly mentioned in a higher-ranking document does not mean that said provision is in contradiction with the higher ranking document. It is expressly agreed that the contract constitutes the full extent of commitments between the parties. It cancels and replaces all earlier commitments and agreements, whether verbal or written, between the parties and relating to the same subject as said contract. No other general terms or conditions produced by either party may be incorporated into the present contract. Any failure on the part of the Company to invoke any of these provisions may not be interpreted as constituting a waiver to its right to subsequently invoke any particular provision of the Contract;

– « **Quote** »: shall designate the document detailing the characteristics of the Services provided by the Company that the Client wishes to receive, together with the associated pricing conditions;

– « **Documentation** »: shall designate the Documentation of any kind describing the Solutions incorporated within the interfaces available to the Client and relating to the Services, and in particular the conditions of use applicable to said Services, the functional description and, in general terms, relating to the technical or other information that is required or useful in order to use them, and in particular the Documentation available at **hello@weglow.world** or within the back-office platform made available to the Client, or any other Documentation supplied by any means by the Company to the Client (such as user manuals, user guides, instructions for use, etc.);

– « **Data** »: shall designate all the information (including Personal Data) of all kinds gathered, disclosed, input or entered;

- « **Personal data** »: shall designate any data that fall within the category of personal data or special category data as stipulated by the provisions of the laws and regulations in force;
- « **Content** »: shall designate the Content of all kinds and in all formats (text, Data and Databases, images, graphics, visuals, studies, tables, audio elements, videos, etc. as a non exhaustive list), created and/or published and/or circulated by the Client or whose creation, publication or circulation was authorized by the Client within the context of use of the Services (such as web pages within the categories of banners, landing pages, pre-homes, Data collection forms or even emails, etc.) under the sole responsibility of the Client, hosted within the context of said Services;
- « **Logins** »: the Client’s identifiers and passwords allowing access to and use of the Services by the Client;
- « **Services** »: the set of IT applications and software Solutions supplied to the Clients in SaaS mode or in PaaS mode (hereinafter the “Solutions”) and Associated Services (hereinafter the “Services”) provided by the Company
- « **Party** »: shall in the singular designate either the Company or the Client, and in the plural designate the Company and the Client together;
- « **Contact** »: shall designate any individual whose Data may be processed within the context of use of the Services by the Client. This notably covers internet users, donors, members and prospects of the Client.
- « **Implementation** »: shall designate all operations to be completed by the Company in order to deliver the Services selected by the Client;
- « **Delivery** »: shall designate provision by the Company to the Client of the Services selected by the latter, under conditions enabling the actual deployment of said Services by the Client in accordance with the Quote signed by the Client and the documents provided by the Company to the Client.

3. Purpose

The purpose of the Contract is to outline the procedures and conditions under which WeGlow is to provide the Client with the Services selected by the latter and detailed in the Quote. This section also describes the rights and obligations of both parties involved in the agreement.

4. Acceptance and Enforceability

The Client declares and recognizes that it has full legal capacity to make commitments under the terms of this Contract. To benefit from the Services, the Client must accept the Quote and agree to these general terms and conditions. By signing the Quote, the Client indicates its acceptance and acknowledges the enforceability of the entire Contract, including these general terms and conditions to which the Quote refers. WeGlow reserves the right to adapt or modify these general terms and conditions at any time. Any such adaptations or modifications will be presented to the Client for approval.

5. Entry into Force, Duration, and Cancellation Clause

5.1 Entry into Force The Contract shall come into effect on the date the Quote is signed by the Client.

5.2 **Duration** The Contract remains valid for the initial term specified in the Quote. After this initial term, the Contract is subject to tacit renewal for an indefinite period unless terminated by either party with two calendar months' notice prior to the initial expiry date. Notification of termination must be sent via email to **hello@weglow.world**.

5.3 **Cancellation Clause** Should either Party fail to fulfill any of its obligations under the Contract, the agreement shall automatically be terminated after the other Party issues a registered letter with a receipt requested, providing formal notice to comply. This notice will detail the failings observed. The party in breach will have 15 days to either fulfill its obligations or to negotiate a plan for compliance with the other party. Termination will occur at the end of the 15-day period, without prejudice to the initiating party's right to claim compensation for any losses or damages suffered due to the breach by the faulting party.

6. Presentation of the Service

The Services provided by WeGlow consist of various Solutions and Associated Services. However, the Client acknowledges that any request for additional and specific Services issued to WeGlow will be billed separately. Similarly, any service related to an additional request (such as maintenance supervision, support, etc.) must be covered by a specific separate invoice corresponding to the request.

6.1 Presentation of the Solutions

WeGlow offers the following Solutions, which can be utilized individually or integrated together, accessible via the internet through a dedicated URL specified in the Quote:

- **Online Payment System:** A system for collecting online payments that benefits the Client, manageable through a CMS (Content Management System). The Client is responsible for managing the content (text, graphics, visuals). Payments are processed through the payment vendors mentioned in the Quote.
- **P2P Campaign Platform:** A platform that allows the creation of peer-to-peer (P2P) campaign pages, managed via a CMS.
- **Marketing Automation Tool:** A tool for programming and managing marketing campaigns. The Client is responsible for importing the Data necessary to run the campaign, creating the Content and scenarios, defining the initiating events and resulting actions, communication lines, and for the activation and parameterization of the selected functions.
- **Contact Management Solution:** This solution allows for extensive customization by the Client, including a unified database of all its contacts, enabling the Client to manage its relationships with them (contact details, record of transactions, connections between contacts, etc.). The Client is responsible for importing data into their solution, defining and selecting categories and characteristics applicable to the Contacts (classification, choice of communication lines, etc.), and for the parameterization of the Solution and the activation of the selected functions as per the Client's requirements.

These solutions include a number of features, specifically:

- **Management and Processing of Online Payments:** Technical processing of transactions, with or without the collection of funds.

- **Creation of Dedicated Online Areas for Contacts:** Enabling them to create and update their profiles, and view the records of their transactions (depending on the platform configuration).

The characteristics of the Solutions provided by WeGlow, and more generally the Services, are detailed in the Quote with regard to the Services selected by the Client.

6.2 Presentation of the Services

WeGlow will provide the following support services for the aforementioned Solutions:

- **Hosting of the Solutions:** This includes hosting the Content and the Data processed within the context of the Solutions. Hosting is provided by a contractor of WeGlow, within the European Union or in Australia at the express request of the Client, and within the volume limits defined in the Quote or in the technical specifications set out in the Documentation made available by WeGlow to the Client.
- **Periodic and Regular Backups:** The Content and Data are backed up at the frequency and according to the terms stipulated in the Quote. It is important to note, and the Client expressly accepts, that the backup operations are conducted solely for the purpose of restoring Data and Content if necessary, to ensure the satisfactory functioning of the Services. This backup service does not involve the provision of storage media to the Client. It is therefore the responsibility of the Client to perform its own Content and Data backup operations on a regular basis. In the event of an incident, the Client accepts in advance that any restoration and reconstitution of Content and Data may slow down the operation of the Services during the period of restoration.
- **Service Management:** This is limited to the technical administration and supervision of the Services, available 7 days a week and 24 hours a day.
- **Service Updates:** Performed as unilateral decisions by WeGlow to ensure continuity in the operation of the Services.
- **Corrective Maintenance:** This consists of correcting any reproducible anomalies that may affect the use of the Services. In such cases, WeGlow may propose temporary measures pending a definitive resolution of the malfunction. These corrective maintenance services will not be provided, or will be provided for an additional fee (requiring a separate Quote), under the following circumstances:
 - Refusal by the client to collaborate with WeGlow, particularly in answering questions and requests for information;
 - Refusal by the client to accept updates proposed by WeGlow;
 - Use of the services in ways that do not correspond to their intended purpose or normal practice;
 - Failure to meet the setup prerequisites stated in the Quote or in the Documentation provided by WeGlow;
 - Interference by the Client or a third party with the Services, including alterations to the Services, changes to the configuration, installation of incompatible applications, or migration of the Services to another IT system or environment;

- Electronic communications network outages;
- Anomalies caused directly or indirectly by software not covered by the Contract.
- **Technical Assistance:** Related to the use of the solutions, including:
 - Assistance via email through **hello@weglow.world**, provided solely to assist the Client in using and operating the Services;

The characteristics of the support services for the Solutions provided by WeGlow, and more generally the Services, are presented in the Documentation, with further details of the Services chosen by the Client in the Quote.

The commitments made by WeGlow under the terms of the Contract do not extend to cover the IT environment in which the Services are installed, including the Client's operating systems, software obtained from other sources, etc. The Client acknowledges and expressly accepts this and will take responsibility for entering into appropriate agreements to resolve anomalies arising from its own IT system and environment.

7. Using the Services

7.1 Choice and Suitability of the Services The Client alone will choose the Services it wishes to receive. The Client acknowledges that it has familiarized itself with the nature, purpose, and characteristics of the Services it has selected, especially as detailed in the 'Presentation of the Services' and its Quote. The Client confirms that it has sought and obtained all necessary information, particularly regarding the quantitative and qualitative characteristics of the Services provided by WeGlow, to assess whether these Services meet its requirements and to make an informed decision. The Client is solely responsible for the choice of Services and for ensuring they are suited to its needs, including the necessary configurations. Thus, WeGlow may never be held liable in this regard.

7.2 Installation of the Services WeGlow commits to delivering the Services in accordance with the Quote, following the schedule and delivery date stipulated therein, provided the Client meets all prerequisites outlined in the Quote and the Documentation related to the selected Services.

7.3 Compliance of the Services The Client agrees to test the Services before use and to express any requests, reservations, or complaints within seven (7) days of the service delivery date. If the Services are used without any complaints, reservations, or requests made within this period, it will constitute definitive acceptance of the Services and confirmation that they conform to the specifications in the Quote at the time of delivery.

7.4 Functioning of the Services For the effective operation and use of the Services, the Client must meet the prerequisites stated in the Quote and the Documentation (specifically in the Documentation accessible at **hello@weglow.world**). These prerequisites, which may change due to technological developments and other factors, relate particularly to information provision by the Client necessary for the installation and configuration of the Services. WeGlow will notify the Client of any updates to these prerequisites through appropriate means, but the Client is also responsible for regularly consulting the Documentation to stay informed of any changes.

7.5 Changes to the Services WeGlow reserves the right to modify the Services to improve them, at no additional cost to the Client. Generally, WeGlow may implement any technical decisions that enhance the Services. Any client-requested changes to the Services will incur additional charges, billed separately according to a new Quote.

7.6 Access to the Services The Services will be made available exclusively to the Client through a back-office platform that serves as an administration interface. WeGlow will provide the necessary logins for this access. The use of these logins is the sole responsibility of the Client, and the operations conducted with these logins will be deemed to be authorized by the Client. These logins are confidential, unique, and personal, and their security is the Client's responsibility. Logins can be changed at any time by the Client or by WeGlow, provided that WeGlow notifies the Client in advance.

In the event of loss or theft of a password, or if unauthorized access to the Services is detected, the Client must immediately notify WeGlow via email at **hello@weglow.world** and follow the instructions provided. The Client is also responsible for ensuring technical access to the internet to use the Services, including arranging the necessary electronic communications.

7.7 Availability of the Services - Penalty Clause

The Services provided by WeGlow are intended to be accessible from the delivery date stipulated in the Quote, available 7 days a week and 24 hours a day, under a best-efforts obligation. WeGlow commits to maintaining the performance levels, continuity, and quality of the Services. However, the Client acknowledges:

- Awareness of technical risks and potential access interruptions due to internet variability, including bandwidth fluctuations and issues from internet service providers for the Client, the Contacts, and the host, which may affect access to the Services.
- That Services may be temporarily suspended for maintenance purposes.

The Client agrees to use the Services in good faith and not to jeopardize their proper functioning. Specifically, the Client will adhere to the volumetric limits in the Quote and notify WeGlow through the provided support channels if there is an increase in its processing capacity needs.

Except during maintenance periods or scheduled interruptions (for which Clients will be notified via email 48 hours in advance), WeGlow endeavors to ensure a 99.5% availability rate for the Services. If availability falls below this threshold (excluding scheduled downtime), and not meeting the 0.5% allowed downtime in a month, the Client may be eligible for a penalty charge of 5% of the monthly service fee (excluding taxes), calculated in increments of 0.1% below the target availability. This penalty serves as the sole and complete compensation for any losses incurred due to service unavailability, subject to the terms in the 'Liability and Losses' section.

7.8 Usage License

WeGlow grants the Client a personal, non-exclusive, non-assignable, and non-transferable right to use the Services throughout the duration of the Contract, globally, limited to the Client's staff and authorized persons under the Client's responsibility. This license includes the right to access and operate the Services in SaaS or PaaS mode via an internet connection, strictly for the intended purpose and within the Client's operational needs.

The Client agrees not to make the Services available to third parties and will refrain from using the Services for any purposes other than those agreed upon, which govern the operational conditions of the business relationship between the Client and WeGlow.

7.9 Collaboration

Both parties commit to cooperating closely and actively to fulfill their respective obligations under the Contract. The Client, in particular, agrees to collaborate with WeGlow in good faith, promptly providing all necessary documents, information, and assistance required for WeGlow to deliver the Services effectively. This includes adhering to the prerequisites detailed in the Quote and the Documentation, as well as responding to any additional requests from WeGlow, ensuring the quality and timeliness of the information provided.

The Client is responsible for immediately informing WeGlow upon discovering any issues that could impact the satisfactory delivery or functioning of the Services, including any errors or malfunctions, to mitigate potential consequences.

Additionally, the Client is expected to routinely review the performance of the Services by analyzing the reports provided through the back-office platform at least once each month. These reports may include monitoring financial transactions and producing tax receipts. If any malfunctions are identified, the Client must promptly inform WeGlow and cooperate to resolve the issue quickly and minimize its impact.

7.10 Limitations of the Internet

The Client acknowledges the inherent limitations and risks associated with using the internet, including potential misuse or loss of data that is not specifically protected.

7.11 Security

WeGlow commits to employing all necessary technical measures commonly accepted in practice to secure access to the Services and prevent unauthorized access. The Client guarantees it possesses the necessary knowledge and expertise for the satisfactory use of the Services and understands the internet well enough to use the Services as recommended by WeGlow and outlined in the Documentation.

The Client also agrees not to compromise the functioning of the Services. Specifically, the Client will avoid using any devices or software that could disrupt or excessively burden the Services (in terms of host volume, bandwidth, etc.) without prior agreement. Furthermore, the Client is responsible for ensuring that no viruses, malicious code, or harmful technologies are introduced into the Services.

7.12 Usage of Services

The Client must use the Services in accordance with standard practices and WeGlow's recommendations, as detailed in the Documentation. The Client is solely responsible for how it utilizes the Services provided by WeGlow. It must adhere to all applicable laws and regulations related to the use of the Services, including any necessary formalities and authorizations, and providing required information to Contacts.

The Client assumes full responsibility for its interactions with its Contacts facilitated through the Services, and WeGlow will not be involved in these interactions. If the Client uses solutions provided by WeGlow independently, it acknowledges that it acts on its own accord, and WeGlow's liability will not be engaged.

7.13 Content and Data

The Client holds sole responsibility for all Content it publishes, circulates, sends, or makes accessible through the Services, ensuring that the content adheres to applicable laws and regulations and does not infringe on third-party rights.

The Client also exclusively controls the Data it collects through the Services (e.g., data entered by internet users on web pages created for collections via the Services, or data collected through cookies or similar tracking technologies) and the data it imports into the Services from its own resources. The Client is solely responsible for the legality of the data collection and processing activities and must comply with relevant laws and regulations, particularly those concerning the protection of personal data and the use of tracking technologies.

Should the Client independently define the nature of the Content or the methods of collecting and processing personal data, it acknowledges its sole liability concerning compliance with legal and regulatory standards.

7.14 Suspension

Without prejudice to the provisions in the 'Cancellation Clause,' should the Client fail to meet any of its critical obligations (particularly those related to security, payment of invoices issued by WeGlow, and the protection of Personal Data), WeGlow reserves the right to immediately suspend access to all or part of the Services, without notice, until the Client fulfills these obligations.

8. End of the Contract and Reversibility

WeGlow provides an interface for the Client to access and compile information about its use of the Solutions. If the Client needs to access additional data upon termination of the Contract, for any reason, it may require WeGlow, within 30 days of the contract's end, to provide all data hosted in connection with the Services in a standard, easily readable format suitable for use in an environment equivalent to that of the Services.

The specific data fields the Client wishes to retrieve must be clearly stated and justified as being necessary due to the unavailability of WeGlow's systems for data recovery. The Client is expected to cooperate actively with WeGlow to facilitate the retrieval of these elements.

WeGlow commits to enabling the Client to continue using these elements, whether directly or with the assistance of another service provider. WeGlow will charge the Client for performing these reversibility operations based on the time spent, applying WeGlow's standard hourly rate at the time of contract termination, plus project management fees with a minimum charge of €5,000 (excluding tax). However, the effort for these operations will be capped at 10 hours of effective work.

During the reversibility period, WeGlow will maintain the Client's access to the Services, though the Client acknowledges there may be some degradation in service quality. Nonetheless, the Client's obligations under the Contract regarding the use of the Services remain in effect until the end of the reversibility period, after which the Client must cease all use of the Services immediately.

9. Pricing Conditions

9.1 Prices The prices for the Services provided by WeGlow will be as specified in the Quote. All prices are expressed in euros and are exclusive of tax. Applicable taxes, particularly VAT, will be added at the rate in effect on the date of the invoice. Any introduction of new taxes or changes in the rate of existing taxes will automatically result in a corresponding adjustment to the prices

charged to the Client. WeGlow offers SaaS services and includes the cost of evolution and maintenance of the functionalities outlined in the Quote. After an initial period of 12 months, WeGlow's prices will automatically increase each year by 3%.

9.2 Invoicing Set-up costs will be invoiced upon the signing of the Quote. The first billing for any application subscription will occur one month after the Quote has been signed and will include the fixed fee for technical assistance.

9.3 Payment Invoices must be settled by the Client through bank transfer as specified on the invoices. Payment terms will be clearly stated on each invoice, with all invoices due no later than 30 days from the issue date. Late payments or non-payments will incur penalties automatically without the need for reminders. The interest rate for late payments will be the rate used by the European Central Bank for its most recent refinancing operation plus 10 percentage points. For the first half of the year, this rate is the one in effect on January 1st of the year concerned, and for the second half, the rate as of July 1st. However, the interest rate for penalties shall not be less than three times the statutory interest rate.

Penalty charges are calculated based on the invoice amount, including tax, and are due from the day following the invoice due date until payment is received in full by WeGlow. In addition, a fixed recovery charge of 40 euros will be applied to late payments. If recovery costs exceed this amount, WeGlow may claim additional compensation, supported by documentary evidence of the incurred costs. However, no such compensation will be claimed if insolvency receivership or judicial liquidation proceedings preclude the payment on the due date.

9.4 Price Reductions and Discounts WeGlow does not offer discounts. The prices set forth in the Quote already include any rebates that WeGlow may grant based on its performance or if the Client assumes responsibility for certain services.

10. Personal Data

In compliance with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR) and any national laws, both parties guarantee adherence to obligations regarding the protection of personal data.

10.1 Client's Obligations as Data Controller The Client is primarily responsible for the processing of personal data in the context of using WeGlow's services. It ensures all data collection, processing, and usage complies with data protection laws. The Client also undertakes to implement necessary measures, such as checkboxes and information notices, to secure informed consent from data subjects when required.

10.2 WeGlow's Obligations as Data Processor When WeGlow processes personal data on behalf of the Client, it acts as a data processor and adheres to the associated legal obligations. Detailed terms of this processor relationship and respective responsibilities are outlined in an appendix to this Contract.

11. Confidentiality

Both parties commit to:

1. Maintain the confidentiality of all information received from the other party during the execution of the Contract.

2. Not disclose the other party's confidential information to any third party, except as necessary for employees or agents.
3. Use the confidential information solely to fulfill their contractual obligations.

Exceptions to these confidentiality obligations include information that:

- Is or becomes public through no fault of the receiving party.
- Is independently developed by the receiving party without using the confidential information.
- Was known to the receiving party prior to disclosure by the other party.
- Is received from a third party not bound by confidentiality.
- Must be disclosed due to legal or court orders, in which case disclosure should be limited to what is required and the disclosing party should be notified.

The obligations regarding confidentiality will persist throughout the duration of the Contract and for five years following its expiration, or as long as the disclosed information remains confidential to the disclosing party. Upon termination of the Contract, for any reason, each party must return all copies of documents and storage media containing the other party's confidential information. Furthermore, both parties agree to ensure that their personnel and any third party involved in the execution of the Contract comply with these confidentiality obligations.

12. Intellectual Property

12.1 Intellectual Property of the Client

The Contract does not entail any transfer of intellectual property rights from the Client to WeGlow, except for specific rights necessary for the execution of Services, which includes:

- **Use of Client's Branding:** WeGlow is granted rights to use the Client's distinctive signs (e.g., logos, trademarks, images) and website components solely for the proper delivery of Services. These rights are:
 - **Reproduction:** The right to reproduce elements on any media.
 - **Representation:** The right to publicly display elements in any form and through any communication network.
 - **Adaptation:** The right to modify elements to fit service configurations or integrate them with other products.
 - **Usage:** The right to utilize elements in processing necessary for service delivery.

These rights are confined to the scope necessary for service provision and remain in effect globally for the duration of the Contract and beyond, for the reversibility period detailed in Article 8. Other than specified here, WeGlow will not use these elements without the Client's prior written consent and cannot assign or license these elements.

12.2 Intellectual Property of WeGlow

The methodologies, expertise, and resources utilized by WeGlow in providing the Services are its property. The Services, including all associated Documentation, are owned by WeGlow, in line

with intellectual property law provisions. Granting the Client a usage license does not imply a transfer of ownership.

- **Service Components:** All components of the Services, including interfaces and Documentation provided for the execution of the Contract, remain the exclusive property of WeGlow.
- **Restriction on IP Transfer:** No intellectual property rights related to the use of the Services are transferred to the Client. As such, the Client is prohibited from any actions that might infringe on these intellectual property rights or on the trademarks associated with the Services.
- **White Label Services:** Although WeGlow provides its Services under a white label, the acknowledgment that the solutions are "powered by WeGlow" is mandatory in the footer of the service interface to uphold WeGlow's intellectual property rights.

Unauthorized Use of Services

Any use of WeGlow's Services that has not been expressly authorized under the 'Usage License' section is prohibited, as per intellectual property law regulations. Specifically, the Client is forbidden from:

- Reproducing, representing, circulating, or distributing the Services or Documentation, including uploading to any network, whether for remuneration or free of charge.
- Using the Services or Documentation for creating, circulating, or marketing similar services or for any purposes other than those explicitly authorized by WeGlow.
- Adapting, modifying, transforming, or rearranging the Services or Documentation, including for error correction.
- Translating the Services or Documentation into other languages or transcribing them in any form.
- Decompiling or reverse-engineering the Services from object code to source code.
- Using the Services for any unauthorized processing.
- Modifying or circumventing any protective codes, such as Logins.

13. Liability and Damage

13.1 Client's Responsibilities and WeGlow's Liability

The Client is expected to use all necessary diligence to fulfill its obligations under the Contract, particularly ensuring the Services function correctly. WeGlow will only be held liable for failures to meet its contractual obligations if such failures result from its proven fault.

WeGlow is not liable for damages arising from:

- Client's actions, such as non-cooperation in the deployment of Services or misuse of the Services.
- Actions of third parties such as unauthorized access to the Client's IT systems, DDoS attacks, or transmission of harmful elements.

- Internet disruptions or events classified as force majeure, including failures by electronic communication operators or internet service providers that affect service continuity.
- Client's late or inadequate provision of necessary documents, information, or other elements essential for the Service setup or operation as specified in the Quote and Documentation.
- Scheduled Service interruptions for maintenance notified in advance as per the 'Availability of the Services' section.
- Slowdowns during restoration and reconstitution of Data and Content following incidents.
- Refusal to provide maintenance, updates, or technical assistance when such interventions fall outside the scope outlined in the 'Presentation of the Services' section.
- Any misuse of the Services or Content that infringes third-party rights or violates laws and regulations. The Client guarantees to protect WeGlow against any claims or rulings related to such misuse.
- Any involvement or liabilities regarding the Client's interactions with its Contacts. The Client is solely responsible for its use of the Services in these interactions and guarantees to protect WeGlow against any related claims or rulings.
- Failures by the Client to meet its legal or regulatory obligations, with the Client guaranteeing to protect WeGlow against any claims or rulings that may arise from such failures.

It is agreed that WeGlow does not control the Data processed and hosted as part of the Services and is therefore not liable for its collection, processing, or use. This includes data collected directly via the Services, such as data entered by users or gathered through cookies, as well as data imported by the Client. The Client guarantees protection against any claims related to such data use.

WeGlow also does not control how the Client uses the Services, including the Client's operations via these services or the Content created, circulated, or published by the Client. The Client is solely responsible for these actions and holds WeGlow harmless against any related claims.

Client's System and Data Management

The term "Client's system" refers to the system or database into which the Client wishes to import data from WeGlow's product. WeGlow's "export and notification" module allows the Client to define and adjust output data formats, with the Client responsible for validating these configurations and maintaining them in line with system upgrades.

While WeGlow may assist with the functionalities of the export module, the Client must ensure its system is equipped to prevent data duplication, including implementing de-duplication processes. WeGlow is not responsible for data duplication within the Client's system.

WeGlow may offer to manage export projects, which are subject to additional quotes and invoicing or included in an assistance contract. The Client remains fully responsible for integrating the exported data into its system and complying with its data management rules, including data identification and merge processes.

Service Testing

During the test period specified in Article 7.3 "Service Conformity," the Client commits to testing and verifying the correct integration of the data. Post this period, any new requests related to the export project will require an additional quote.

Marketing and Operational Guidance

WeGlow does not provide guidance on the effectiveness of marketing, communication, or fundraising campaigns. The design, execution, and outcomes of such campaigns are entirely the responsibility of the Client. Consequently, WeGlow cannot be held liable for the success or performance of these campaigns.

13.2 Damages

WeGlow's liability is limited to direct damages only, with no compensation for indirect damages, which include but are not limited to:

- Loss of data, profits, business, opportunities, or customers.
- Business interruptions, damage to brand image, or failure to achieve expected results.
- Costs related to obtaining substitute products, services, or technology.

If WeGlow is found liable, its liability, except in cases of serious or deliberate fault, is limited to the amounts paid by the Client under the terms of the Quote, up to a maximum of six months' worth of the monthly subscription fee (excluding tax) as stipulated in the Quote.

Reflecting Balance and Risk Sharing The terms of the Contract, including the Client's right to cancel as detailed in the 'Duration' article, reflect a balance sought by both parties and a sharing of risks, all in compliance with the Civil Code. These terms will remain effective post-contract until they have fully served their purpose.

14. Commercial References WeGlow may use the Client's name as a commercial reference in line with standard business practices, such as in press releases and marketing materials. This includes the right to use the Client's company name, trade name, and distinctive signs. These rights will extend for six months beyond the termination of the Contract.

15. Subcontracting and Assignment

15.1 Subcontracting: WeGlow is authorized to subcontract parts of the Services under the Contract to ensure their provision.

15.2 Assignment: The Client may only transfer the Contract or its rights and obligations to a third party with WeGlow's express consent. Conversely, WeGlow may transfer its rights and obligations to a third party post-notification to the Client.

16. General Provisions

- **Good Faith:** Both parties commit to fulfilling their obligations with utmost good faith.
- **Toleration:** Any toleration of a breach or non-enforcement of any part of this Contract does not constitute a waiver of those terms.
- **Sincerity:** Parties enter into this Contract sincerely, disclosing all necessary information that could affect the other's consent.

- **Independence:** Both parties operate independently, and this Contract does not create any form of association or mandate between them.
- **Non-exclusivity:** The Contract does not grant exclusive rights to either party, and both remain free to engage in similar agreements with other parties.
- **Headings:** In case of interpretation issues, the headings of articles are not considered.
- **Invalidity:** If any provision of this Contract is invalidated by law or judicial decision, the remaining provisions continue to be enforceable.
- **Service Address:** For all correspondences related to this Contract, the parties agree to use their registered office addresses unless stated otherwise.

17. Applicable Law This Contract is governed by Belgium law, which applies to both procedural and substantive rules.

18. Competent Court Any disputes arising from this Contract shall first be addressed through direct negotiations within 30 days of a formal notification. If unresolved after 60 days, disputes will be submitted to the to the competent court in Belgium, which will have exclusive jurisdiction, including for urgent, protective, summary, or injunction proceedings.