

GENERAL END USER LICENSE TERMS AND CONDITIONS

The Equimanager Platform (as defined hereafter) is a product developed by Passion4IT gcv having its registered office at 8830 Gits, Torhoutsstraat 50 and registered with the Crossroads Bank for Enterprises under number 0645.527.179 (hereafter "Passion4IT").

By accepting the present General License Terms and Conditions, you (hereinafter the "End User") declare to have read and understood these general license terms and conditions (hereinafter the "General License Terms and Conditions") and fully and irrevocably agree to these General License Terms and Conditions.

1. Definitions

For the purposes of the present General License Terms and Conditions, the following terms, whenever used with a capital, in both the single and plural form, shall have the meaning as defined hereinafter:

- 1.1. "Equimanager Platform": the Equimanager software platform as made available by Passion4IT to the End User in machine readable form;
- 1.2. "Intellectual Property Rights": all intellectual property rights, including but not limited to copyrights, rights to software, design rights, patents, trade names, trademarks, knowhow, trade secrets, and all other intangible property rights and all rights related thereto, including but not limited to the rights to use, prosecute, register and enforce;
- 1.3. "End User Personal Data": all personal data relating to the End User collected and/or generated through the Equimanager Platform;

2. Scope of the License

- 2.1. Under the terms and conditions of the present General License Terms and Conditions Passion4IT grants the End User a non-exclusive, non-sublicenseable, non-assignable and revocable right to use the Equimanager Platform in Belgium in accordance with these General Terms and Conditions and the applicable law (hereinafter the "License").
- 2.2. The End User has no right to copy, (sub)license, sell, assign, modify, adapt, translate, reverse engineer, decompile, disassemble, create derivative works or otherwise change the Equimanager Platform and may not make the Equimanager Platform available to any third party without the prior, explicit and written approval of Passion4IT.

The End User shall not assist nor encourage any third party in engaging in any activity restricted by this Agreement.

- 2.3. The End User accepts that Passion4IT may transfer and assign the License (entirely or partially) and the performance of all or some of Passion4IT's rights and obligations of the License to a third party at any time without the prior consent of the End User.

3. Login and password

- 3.1. Each End User creates a login and password when first accessing the Equimanager Platform.
- 3.2. Each login and password should remain strictly personal and confidential. The End User is entirely responsible for the use and confidentiality of login and password, as well as for all activities performed under the login. The End User shall not pass on the login and password to third parties.

4. Availability of the Equimanager Platform

- 8.1. The Equimanager Platform is developed by Passion4IT in accordance with the applicable standards in the industry. Passion4IT provides the Equimanager Platform "as is". The End User expressly acknowledges having been fully informed of the characteristics of the Equimanager Platform.
- 8.2. Although Passion4IT shall use its best efforts to make the service available seven days per week, 24 hours per day, the End User acknowledges and accepts that the Equimanager Platform or parts thereof can malfunction or become unavailable, without Passion4IT being able to be held liable for these interruptions and the possible consequences of them for the End User.
- 8.3. In case of malfunction or unavailability, Passion4IT ensures to initiate the analysis of the malfunction or unavailability as soon as reasonably possible during business hours and to use its best efforts to resolve the malfunction or unavailability.
- 8.4. The aforementioned guarantee does not apply in case of malfunctions or unavailability resulting from (i) a breach of these General License Terms and Conditions, (ii) non-observance by the End User of the minimum system requirements, (iii) a malfunctioning internet connection, or (iv) an intervention by a third party without the prior, written and explicit consent of the End User.

5. Data Protection

- 5.1. When Passion4IT receives End User Personal Data from the End User in the context of the use of the Equimanager Platform, Passion4IT shall comply with all applicable data protection law, including in particular the General Data Protection Regulation.

More information regarding data protection and the End User's rights can be found in the [Privacy & Cookie Policy of Passion4IT](#).

- 5.2. All End User Personal Data shall remain the property of the End User. Passion4IT shall only store, copy or use End User Personal Data to the extent necessary to perform its obligations towards the organisers of equestrian activities that have subscribed to the Equimanager Platform.
- 5.3. The Equimanager Platform makes use of the Microsoft Azure cloud for storing all End User Personal Data. The processing of Personal Data through the Microsoft Azure Cloud is subject to the terms and conditions of Microsoft Azure.

6. End User's responsibility

- 6.1. The End User is responsible for having and maintaining hardware (including but not limited to peripheral equipment) and software (including but not limited to a firewall, an anti-virus program or other necessary security software) necessary and/or suitable for the secure and continuous use of the Equimanager Platform.
- 6.2. The End User shall indemnify and hold harmless Passion4IT from any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including without being limited thereto all reasonable attorney's fees and costs) arising out of or in connection with (i) the use of the Equimanager Platform by the End User, (ii) the acts or neglect of the End User contrary to the General License Terms and Conditions, and/or (iii) the infringement of the Intellectual Property Rights of third parties by the Content provided by the End User..

7. Payments

- 7.1. The online payments performed by the End User on the Equimanager Platform to the benefit of the organisers of equestrian activities is subject to the terms and conditions of Pay.nl (TinTel BV, having its registered office at Spijkenisse, Voorstraat 2 and with company number 24283498). Passion4IT does not intervene, nor technical, nor operational in the payment transactions.
- 7.2. Passion4IT cannot be held liable by the End User for any malfunction or other defaults of the online payment services of Pay.nl.

8. Limitation of liability

- 8.1. The extent of Passion4IT's liability shall be limited to the correction or the replacement of any proven material deficiency in the Equimanager Platform within a commercially reasonable time frame.

- 8.2. Passion4IT shall not be liable for any indirect, incidental or consequential damage arising as a result of the use of the Equimanager Platform, including but not limited to loss of data, income, profit, or other economic advantages.
- 8.3. Passion4IT shall not bear any responsibility or liability for information uploaded by the manages or the End User to the Equimanager Platform.
- 8.4. In any event, the maximum liability of Passion4IT towards the End User on whatever account shall be limited to 5,000 EUR.

9. Intellectual Property Rights

- 9.1. The End User acknowledges and agrees that the Equimanager Platform is protected by Intellectual Property Rights. Subject to the rights granted to the End User under article 2 of the present General License Terms and Conditions, any and all right, title and interest in and to the Intellectual Property Rights relating to the Equimanager Platform and documentation relating to the Equimanager Platform, including but not limited to rights on object code, source code, texts, pictures, drawings, manuals, databases, schemes, visual expressions, screen formats, report formats and other design features of the Equimanager Platform, algorithms, formulae and concepts used in developing and or incorporated in the Equimanager Platform and future modifications, revisions, updates, releases, refinements, improvements and enhancements of the Equimanager Platform, are and shall remain at all times the sole and exclusive property of Passion4IT.

In no case shall any provision of the present General License Terms and Conditions be construed as transferring any and all right, title and interest in and the Equimanager Platform to the End User. Passion4IT may use, sell, assign and transfer any rights relating to the Equimanager Platform free from any claim by the End User.

- 9.2. The Parties agree that Passion4IT shall at all times have the right to freely use the information as well as any suggestions, comments, adaptations or ideas uploaded by the End User on the Equimanager Platform for the sole purpose of (i) further developing and improving the Equimanager Platform, and (ii) generating anonymous and aggregated statistics for the marketing of the Equimanager Platform. The End User hereby explicitly and irrevocably waives any and all of its rights vis-à-vis Passion4IT regarding the use of these suggestions, comments, adaptations or ideas relating to the Equimanager Platform. All Intellectual Property Rights relating to modifications to or improvements of the Equimanager Platform made by Passion4IT as a consequence of or relating to information and/or the suggestions, comments, adaptations or ideas uploaded by the End User shall be exclusively owned by Passion4IT.
- 9.3. The End User shall promptly notify Passion4IT in writing of any (possible) infringement of Intellectual Property Rights. The End User shall provide reasonable cooperation and assistance to Passion4IT for defending and enforcing its Intellectual Property Rights.

- 9.4. If the Equimanager Platform, or any part thereof, as a result of any suit or proceeding so defended, is held by a court or arbitration panel to constitute infringement of the Intellectual Property Rights of third parties, Passion4IT shall at Passion4IT's sole discretion either (i) procure for End User the right to continue using the Equimanager Platform, or any part thereof, or (ii) replace or modify the Equimanager Platform in order to become non-infringing. No additional indemnities shall be due to the End User.
- 9.5. The End User shall not infringe the Intellectual Property Rights of Passion4IT or perform any other acts by which the Intellectual Property Rights of Passion4IT or the value of such Intellectual Property Rights could in any way be harmed or negatively affected. This means, without being exhaustive, that the End User shall not reproduce, multiply, modify, publish, translate, process, rent, exploit, or commercialise the Intellectual Property Rights of Passion4IT in a way that exceeds the scope of the License, or use them in any other infringing way, entirely or partially, in the original or modified form, for commercial or non-commercial purposes.

10. Term and termination

- 10.1. The License is concluded for an indefinite term and can be terminated in writing by Passion4IT or the End User with a reasonable notice term.
- 10.2. Passion4IT is entitled to terminate the License without any judicial intervention, with immediate effect and by giving written notice to the End User, if (i) the End User does not respect the General License Terms and Conditions, (ii) the End User infringes the rights of Passion4IT, including but not limited to Passion4IT's Intellectual Property Rights, (iii) the End User uses the Equimanager Platform for unlawful purposes or for purposes contrary to public policy and public decency, or (iv) the End User uses the Equimanager Platform in such a way that the Equimanager Platform is damaged, modified, interrupted, or is less efficient in any way, the foregoing without prejudice to Passion4IT's right to pursue damages.

11. Miscellaneous

- 11.1. Any possible general terms or conditions of the End User shall not apply to the License.
- 11.2. In the event that any of the provisions of the General License Terms and Conditions shall be found to be illegal, invalid, or unenforceable, the remaining provisions of the General License Terms and Conditions shall remain valid, enforceable and in full effect. Moreover, in the event of the nullity, invalidity or unenforceability of one or more provisions of the General License Terms and Conditions, Passion4IT undertakes to replace the provision concerned with a valid and enforceable provision that bears the closest resemblance to the intentions of the parties.
- 11.3. Unless specified otherwise, all notifications, notices or other communications by Passion4IT shall be done by e-mail to the End User's e-mail address recorded in Passion4IT's account information.

Unless specified otherwise, all notifications, notices or other communications by the End User shall be done by e-mail to support@passion4it.com. Such notice shall be deemed given 12 hours after sending.

- 11.4. Passion4IT reserves the right to modify the present General Terms and Conditions or its policies relating to the Equimanager Platform at any time. In case of modification of the present General Terms and Conditions, Passion4IT shall notify the new General Terms and Conditions to the End User in writing. In case the End User does not agree with the modified General Terms and Conditions, the End User shall be entitled to terminate the License in writing within one month after the date of the written notice of Passion4IT. In the absence of termination in this way and within this period, the End User shall be deemed to have accepted the modified General Terms and Conditions.

12. Applicable law and jurisdiction

- 12.1. The General License Terms and Conditions shall be solely governed (in form and substance) by and construed in accordance with the laws of Belgium.
- 12.2. Any disputes concerning the validity, interpretation or performance of the General License Terms and Conditions shall be finally and exclusively settled by the competent courts located in the judicial district of Ghent, division Kortrijk (Belgium).