

## GENERAL SALES CONDITIONS AND CONDITIONS OF USE

Welcome to Myspecialist.be. Please read these conditions carefully before making an order on Myspecialist.be. By ordering on Myspecialist.be, you notify us about your agreement to be submitted to the below conditions.

### I. GENERAL SALES CONDITIONS

Myspecialist SA and/or its affiliates ("Myspecialist") provide website functionality. Myspecialist SA provides the Myspecialist Services (the "website") under the conditions defined in these clauses.

#### 1.1 MYSPECIALIST'S ROLE

Myspecialist centralizes a full range of services for a unique solution to your all daily problem. So that the offer is complete, Myspecialist.be allows third-party sellers to list and to sell their services on Myspecialist.be. In each of these cases, this is indicated on the respective page of service detail. Although Myspecialist as such the host, facilitates the transactions realized on the platform Myspecialist, Myspecialist is neither the buyer nor the seller of the services of the third sellers. Myspecialist provides a meeting place in which the buyers and the sellers completes and finalizes their transactions. Therefore, in matter of the sale of these services third-party sellers, a sale contract is only formed between the buyer and the third party seller. Myspecialist is not part to such a contract and does not take responsibility having for origin such a contract or ensuing from this sale contract. Myspecialist is neither the agent nor the representative of the third-party sellers. The third-party seller is responsible for sales and the claims or any other problem arising or related to the contract between him and the buyer. Because Myspecialist wants that the buyer benefits from the safest experience of purchase, Myspecialist offers the warranty MYPROTECT in addition to any contractual right or other.

#### 1.2 HOW TO PLACE AN ORDER

If you are interested in one or several of our services on our website, you can click on the button "REQUEST A QUOTE". You can then select the service that you wish to make use of by completing the form and by registering it after completion. After you filled out the form, we will send you a confirmation of your request. The service provider in charge of your request will contact you by phone or in person in order to ask you any necessary information that he or she might need in order to carry out the quote.

His quote will be sent to you by our platform. You will find a notification mail of this quote with a link in order to give effect to this request.

In order to validate the quote of the service provider, an advance payment is to be paid on the consignment account of Myspecialist.be: KBC Brussels IBAN BE52 7360 3290 6609

The total of the supplies will be transferred to the independent only in exchange of an expense statement. The payment will be made after the job, and only when delivery was carried out accordingly.

We will automatically send a customers satisfaction request to you after the job. Only independents who have an average of more than 3,6 stars will be recommended on the MySpecialist network.

You agree to receive electronic invoices for your purchases. The electronic invoices will be sent in pdf format by e-mail and/or at your personal account on our website. To receive a hard copy, please notify us by sending an e-mail at [finance@myspecialist.be](mailto:finance@myspecialist.be) and we will answer it.

### 1.3 OUR LIABILITY

We will do our best to insure the availability of Services Myspecialist and that transmissions will be made without errors. However, because of the nature of internet, this cannot be guaranteed. Furthermore, your access to Services Myspecialist can be suspended or restricted to allow for repairs, the maintenance, or add a new feature or a new service. We will try to limit the frequency and the duration of these suspensions or limitations.

As part of its relations with professionals, Myspecialist is not responsible (i) losses that were not caused by a fault on our part, or(ii) the commercial losses (including the lost profit, the profit, the contracts, the expected savings, data, customers or unnecessary spending, or (iii) any indirect or consecutive loss which were not foreseeable by you and us when you began to use the Myspecialist service.

We will not be held responsible for delays or your inability to respect your bonds in application of these conditions if the deadline or the failure results from a cause except our reasonable control. This condition does not affect your legal right to see services sent and the services supplied in a reasonable time or to receive a refund if the services ordered cannot be delivered within a reasonable time due to cause beyond our reasonable control.

Furthermore, we will not be held responsible under the following situations:

- In case of a delay due to the unavailability of the service of the provider.
- In case of an agreement to a service offer completed outside of the platform.
- In case of an advance payment on a consignment account other than that of Myspecialist (for instance directly to the service provider).

In case of a payment on the consignment account, the liability of the sums of the consigned advance payments is limited if:

- The service provider carried out a delivery that doesn't comply with the quote.
- The service provider fails to met the dates to which he has agreed.

Some countries' laws do not allow any of the limitations listed above. If these laws are applicable to you, all or part of these limitations is not applicable to you, and you can have additional rights.

Nothing in these terms aims at limiting or at excluding our liability in case of deceit, or in death or personal injury caused by our negligence or a serious offence.

### 1.4 TRAVEL FEES

28 euros fixed national travel fees are paid for a round-trip.

### 1.5 PRICE AND AVAILABILITY

The indicated prices on the website give a first indication of the final price of the service which will be delivered.

We show the availability of services that we sell on the website on each order. We cannot give more details regarding the services availability than those indicated on the website. When processing your order, we will inform you by e-mail as soon as possible if some of the services ordered are not available, and you would not be billed for those services.

## 1.6 APPLICABLE LAW

The parties agree prior any court action, to make every effort to settle the dispute amicably. The courts of Brussels will have the exclusive jurisdiction.

## 1.7 MODIFICATION OF THE SERVICE OR THE GENERAL SALES CONDITIONS

We reserve ourselves the right to introduce changes in our website, our procedures, and in our terms and conditions, including these general conditions of sales at any time. You are submitted to the terms and conditions, procedures and general conditions of sales as from as you order a service, unless if a change to the terms and conditions, or to these general sales conditions is requested by an administrative or government authority (in this case, this modification can be applied to the previous orders that you have done). If one of the stipulations in these general sales conditions is deemed invalid, void or unenforceable, whatever the reason, this stipulation will be deemed to be separable et will not affect the validity and the effectiveness of the stipulations left.

## 1.8 WAIVER

If you breach these general sales conditions and that we take any action, we would still be entitled to use our rights and remedies in any other situation where you would be violating these terms and conditions.

## 1.9 MINORS

We do not sell our services to minors. We sell children's services for purchase by adults. If you are under 18 years old, you cannot use the website Myspecialist.be unless under the supervision of a parent or a guardian.

## 1.10 IDENTIFICATION

MyspecialistTM is a commercial brand used by Myspecialist SA. Our contact informations are as follows:

Lancelot du Bois de Nevele  
Avenue Paddock, 171  
1150 Bruxelles

## II. CONDITIONS OF USE

### 2.1 PRIVACY

To understand our policies, please consult our [policy of protection of personal data](#) which also govern the use of Myspecialist Services.

### 2.2 ELECTRONIC COMMUNICATIONS

When you use a Myspecialist service or when you send us an e-mail, you are communicating with us electronically. We will communicate with you by e-mail or by publishing information on the website or through the other Myspecialist Services. For contractual purposes, you agree to receive electronic communications from us and you agree that all agreements, information, disclosures and other communications that we will send you e-mail fulfill all legal obligations of written communications, unless a specific mandatory law imposes another communication mode.

### 2.3 INTELLECTUAL PROPERTY, COPYRIGHT AND PROTECTION OF DATABASES

All present content or made available through Myspecialist services, such as texts, graphs, icons, buttons, pictures, music tracks, digital downloads and the data compilations, is the property of Myspecialist.be, of its affiliated companies or its content suppliers and is protected under Luxembourg and international law of the intellectual property, copyright and protection of databases. The compilation of all present content or made available through Myspecialist services is the exclusive property of Myspecialist and is protected under Luxembourg and international law of the intellectual property, copyright and protection of databases.

You may not extract and/or reuse systematically parts of the content of any Myspecialist service without our express and written authorization. Particularly, you may not use any data suction robot, or another similar tool for data collection or extraction to extract (on one or more occasions), to reuse a substantial part of a Myspecialist service without our express and written authorization.

You may not as well create and/or publish your own data bases which will contain substantial parts (e.g our prices and our services list) of a Myspecialist service without our express and written authorization.

### 2.4 LICENSE AND ACCESS

Any service of Myspecialist or all or part of it should not be reproduced, copied, sold, resold, visited or used for commercial reasons without our express and written authorization.

You may not frame or use framing techniques to insert any brand, icon or other commercial information (including pictures, texts, layout or forms). You may not use the meta tags or any other "hidden script" using the name or the trademarks of Myspecialist without our express and written authorization.

You are forbidden to misuse a Myspecialist service. You should use the Services of Myspecialist as authorized by the law. The licenses granted by Myspecialist will terminate if you do not respect these conditions of use of the conditions of services.

### 2.5 YOUR ACCOUNT

If you use any Myspecialist service, you are responsible for maintaining the confidentiality of your account and password, of access restriction to your computer, and to the extent permitted by applicable law you accept responsibility for all activities occurred from your account or your password. You should take all necessary measures to ensure that your password remains confidential and secured, and should inform us immediately if you may think that someone else knows your password, or if the password is used or might be

used without authorization. You are responsible for the validity and the completeness of the information that you provided and you need to inform us about any changes regarding those information. You can access to your information and change them, and your account settings as well in “your account” space of the website.

You may not use any Myspecialist service: (i) in manner that would cause or might cause an interruption, a damage, or a corruption of a Myspecialist service, or (ii) for a fraudulent or unlawful purpose, or (iii) in order to cause trouble, nuisance or anxiety.

We reserve ourselves the right to refuse the access, to close account, to remove or edit content if you are in violation of applicable laws, of the these conditions of use or any other terms, conditions, guidelines or policy of Myspecialist.

## 2.6 COMMENTS, CRITICISM, COMMUNICATIONS AND OTHER CONTENT

Visitors can address criticism, comments or any other content; submit suggestions, ideas, questions or any other information as long as the content is not illegal, obscene, abusive, threatening, defamatory, calumnious or contravening the rights of intellectual property or prejudicial to a third party and is not or does not contain a computer virus, political militancy, commercial canvassing, mass mailing or letter chains or any other form of "spam". You may not use a wrong e-mail address or usurp the identity of another person or entity, neither lie on the origin of a credit card or content. We reserve ourselves the rights (but not the obligation without the use of a valid notification form), to remove or edit content. If you think that content or a sale advertisement about a Myspecialist service contains a defamatory message, or that your intellectual property rights have been violated by a publication or information on the website, please notify us by sending an e-mail to [claims@myspecialist.be](mailto:claims@myspecialist.be), and we will respond to it.

If you publish content or any other material, unless we otherwise specify, you grant: (a) to Myspecialist, freely, the right transferable and sub-licensable, to use, to reproduce, to edit, to adapt, to publish, to translate, to create a derivative work, to distribute, to post the content in any kind of media; and (b) Myspecialist and its sub-licensed and its assignee the right to use the name used with this content if they want. No moral right can be assigned under this clause.

You agree that the above assigned rights will be irrevocable for the entire period of protection by the law of intellectual property associated with this content or material.

You declare and warrant that you are the owner or have the necessary rights on the content you publish; that at the transmission date of the content or the material: (i) the content and the material are exact, (ii) the use of the content and the material that you provided does not contravene one of the procedures or guidelines of Myspecialist and will not be harmful to any natural or legal person (particularly that the content or the material is not defamatory). You agree to indemnify Myspecialist in the case of an action brought by a third party against Myspecialist regarding the content or the material that you provided, unless if the potential liability of Myspecialist could be sought for failing to remove a content whose unlawfulness was notified (Notification Form), as soon as this action is due to, has any link with the content you have communicated to us.

## 2.7 CLAIMS OF INTELLECTUAL PROPERTY

Myspecialist respects the intellectual property of others. If you think that one of your intellectual property rights was used in a manner which could create a fear of violation of these rights, thank you to notify us by sending an email in [claims@myspecialist.be](mailto:claims@myspecialist.be), and we will reply.

## 2.8 OTHER COMPANIES

Third parties other than Myspecialist suggest services on this web site. Besides, we supply links towards web sites of affiliated companies and a number of companies. We are not responsible for the examination or for the evaluation, and we do not warrant the offers of these companies or these private individuals, or the contents of their web sites. Myspecialist assumes no responsibility or bond for acts, services or contents of these companies or these private individuals or the other third parties. You are informed when a third party is involved in your transaction, and we can share your information in connection with this transaction with this third party. You have to review their politics of confidentiality and other terms of use carefully.

## 2.9 APPLICABLE LAW

The parties make a commitment, before any legal action, shall endeavour to resolve such dispute amicably. The courts of Brussels are only competent.

## 2.10 MODIFICATION OF THE SERVICE OR THE TERMS OF USE

We reserve the right to make modifications on any Myspecialist service, to our procedures, to our terms and conditions, including the present conditions of use at any time. You are subjected to the terms and the conditions, the procedures and current conditions of use just as you use the Myspecialist service. If a stipulation of these terms of use is deemed invalid, null, or inapplicable, whatever is the reason, this stipulation will be deemed divisible and will not allocate the validity and the effectiveness of the remaining conditions.

## 2.11 WAIVER

If you break these general terms of sale and if we take no share, we would be entitled for using our rights and legal remedies in all other situations always where you would violate these general terms of sale.

## 2.12 MINORS

We do not sell services to the minors. We sell children's services for purchases by adults. If you are under 18 years old, you can't use the website Myspecialist.be only under the supervision of a parent or of a guardian.

### III. ADDITIONAL CONDITIONS OF THE SOFTWARE MYSPECIALIST

#### 3.1 USE OF THE SOFTWARE MYSPECIALIST

You can use the software Myspecialist only for the purposes of allowing you to use and to benefit from Myspecialist services such as those provided by Myspecialist and authorized by the conditions of use, the conditions of software Myspecialist and the conditions of Services. It is forbidden to integrate all or part of a software Myspecialist in your own programs, to compile all or part of a software Myspecialist with your own programs, to transfer all or part of a software Myspecialist in order to use it with another service or to sell, to rent, to lend, to distribute or to sub-license all or part of a software Myspecialist or to transfer any right on all or part of this software Myspecialist. You cannot use the software of Myspecialist for illegal purposes. We reserve ourselves the right to end the use of a software Myspecialist and to remove your rights to use a software Myspecialist at any time. If you do not respect these conditions for software Myspecialist, the

conditions of use and all conditions of Myspecialist services, the use rights of a Myspecialist software for which you have been granted will be automatically removed without any prior notice. Additional requirements specified by third parties and contained or distributed with certain Myspecialist Software and specifically identified in the related documentation may be applicable to these software Myspecialist (or software integrated into a software Myspecialist) and will prevail in case of conflict with these terms of use. All software used in a Myspecialist service is a property of Myspecialist or its software suppliers and is protected by Luxembourg and international laws on the protection of computer programs and copyright.

### **3.2 USE OF THIRD-PARTY SERVICES**

By using Myspecialist software, you may also need to use the services of one or more third parties, such as those from a mobile operator or a mobile platform provider. The use of those third party services may be subject to policies, terms of use and their fees.

### **3.3 PROHIBITION OF REVERSE ENGINEERING**

You cannot and you do not encourage, neither attend nor authorize anyone to (i) copy, modify, alter in another way, whole or a part of Myspecialist software, create derivative works from Myspecialist software, or (ii) perform reverse engineer, decompile or disassemble whole or a part of Myspecialist software, except to the extent permitted by law.

### **3.4 UPDATES**

To keep Myspecialist software update, we can offer automatic updates or manual updates at any time and without notice.

#### **IV. MYSPECIALIST'S MYPROTECT WARRANTY**

MYSPECIALIST is committed to fully refund the user under the following cumulative conditions:

- a. the user has registered a request for a quote through the MYSPECIALIST platform;
- b. the user receives the quote from the service provider via the MYSPECIALIST platform. A quote sent from the platform is identified by
  - the issue email address help@MYSPECIALIST
  - contains a quote validation button that sends it back to the platform.
  - An invitation to deposit the total amount of the quote on MYSPECIALIST's consignment account
- c. the user has accepted the quote from the service provider
- d. only the services described in the quotation are covered. However, new services can be evaluated and added to the quote by signing both parties to the quote.
- e. upon MYSPECIALIST's request, the user will provide the necessary documents to clarify the operation (quotation, supporting documents, receipts, correspondence, etc.) and will grant the service provider an additional period of time to deliver the service in accordance with the description included in the quotation.
- f. within a period of between 01 and 10 days following the delivery date of the service, the user submits both a description of the non-delivery and photos describing the situation before the start of the service and after delivery to MYSPECIALIST.
- g. the user shall assign in writing to MYSPECIALIST his claims against the service provider in respect of the disputed purchase;
- h. each user can only use the warranty three times.

MYSPECIALIST reserves the right to exclude a user if he/she misuses the MYPROTECT warranty.