



Terms & Conditions – Account Building Promotor

Last modified: 15-11-2018

Around Media NV: Around Media NV a company duly registered under the laws of Belgium, with registered office at Reigerstraat 8, 9000 Ghent, Belgium and with company number 0598.916.701.

Prompto Platform And Application: The software as a service platform “Prompto Platform” to manage projects and follow-up leads and software as a service application “Prompto App” where 3D models can be imported, decorated and shared via cloud.
This is a product of Around Media.

User: The entity that enters into a license agreement with Around Media NV with respect to the Prompto Platform and Application.

General Terms: These General Terms and Conditions governing the use of the Prompto Platform & Application by the User.

Annexes: Any and all documents referred to in the General Terms. **Related Services:** The services set forth in Article 5.

1. Applicability

1.1 The General Terms are applicable to all use by User of the Prompto Platform & Application and to the Related Services offered by Around Media NV. The User’s terms and/or those of a third party do not apply. The General Terms with all Annexes form the agreement between Around Media NV and the User regarding the use of the Platform and/or the Application by the User.

1.2 Around Media will change the General Terms or its Annexes from time to time. The User has fifteen days to protest such changes, after which period the new terms are deemed to have been accepted by the User.

1.3 If the User does not accept the new terms, Around Media NV reserves the right not to extend or renew any licenses and/or Related Services.

2. License

2.1 Upon payment of the applicable fees, Around Media grants to the User a non-transferable and non-exclusive license to use the Prompto Platform & Application.

2.2 User is defined as a building promotor, building constructor or real estate agent to link visualizations with real estate project management.

2.3 Around Media reserves the right, at any time, to change the Licensed Product and its features (including occasional deprecation and removal of certain features and functionality). In case of such change, Around Media will use commercially reasonable efforts to notify Customer of any such change which Around Media believes is likely to have a material, adverse impact on Customer’s, via the then-current email address indicated in the Around Media billing center. In case Customer does not agree with such change, Customer must notify Around Media within fifteen (15) calendar days, in which case parties shall apply the dispute resolution procedure as applicable under this Agreement. In absence of such timely notification Customer is deemed to agree with the change.

2.4 According to the license, such use will be

exclusively online, for User’s sole and unique benefit and in accordance with the intended use of the Prompto Platform. Next to the online use of the Platform, the license will also grant access to the offline Prompto application, for User’s sole and unique benefit and in accordance with the intended use of the Prompto Application.

2.5 User acknowledges that the Prompto Platform/Application is constantly being improved by Around Media. The User will only have access to the latest released version of the Prompto Platform/Application. Each new version or update of the Prompto Platform and Application will replace as modified version the original or previous version thereof, and henceforth be subject to all rights and obligations as mentioned in the General Terms.

During the updates, the Prompto Platform/Around Media may temporarily not be available to the User.

2.6 Acquired licenses are effective for the period indicated at the moment of purchase. Unless one of the Parties terminates the license as set forth below, the license will be automatically extended for the same period at the same license conditions: i) Around Media may terminate the license by giving a two weeks notice to the User via the email address that is indicated as contact address on the Platform and or Application and ii) The User may terminate the license via the termination procedure offered on the Platform. Licenses that have started cannot be terminated or cancelled until the next license period. No payments will be refunded.

2.7 **Trial Version:** Notwithstanding anything to the contrary under this Agreement, in case Customer has been granted the right by Around Media to participate in a free trial of the Licensed Product, such a free trial is granted: i) for a term of fourteen (14) calendar days. However, Around Media always has the right, in its full discretion, to shorten or lengthen this term, and, without any motivation being required and without any compensation being due under whatever form or for whatever damages, to terminate the free trial at any moment and with immediate effect; ii) ON AN “AS IS” and “AS AVAILABLE” BASIS WITHOUT ANY IMPLICIT OR

EXPLICIT WARRANTIES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) AND YOU AGREE THAT AROUND MEDIA DISCLAIMS ANY SUCH WARRANTIES. iii) WITHOUT ANY LIABILITIES OF AROUND MEDIA WHATSOEVER (DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), UNDER ANY THEORY OF LAW EVEN IF AROUND MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS WHERE AROUND MEDIA'S LIABILITY CANNOT BE EXCLUDED, AROUND MEDIA'S LIABILITY SHALL BE LIMITED TO AN AMOUNT OF FIFTY (50,00) EURO IN THE AGREGATE (OR TO THE MAXIMUM EXTENT PERMITTED BY LAW WHERE NO FURTHER EXCLUSION IS LEGALLY ALLOWED). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. The other terms of this Agreement will apply equally to such trial version as far as relevant.

3. Fees & Payment

3.1 Customer shall pay the applicable Fees and in the currency as stated in the respective Order Form. Except as otherwise agreed upon, Fees are based on the number of units activated, not the number of users.

3.2 Fees are payable in advance (unless otherwise specifically agreed upon), and are in all circumstances non-refundable and non-cancellable.

3.3 All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off.

3.4 Unless specifically otherwise stated and accepted in an applicable (multi-year) Prompto pricing commitment (e.g. Order Form): i) any discount as granted to the Customer (if any) shall be considered a one-off discount applicable only to the end of the then current Subscription Term; and ii) pricing for Additional Subscription Terms shall conform to the then current Prompto list price.

3.5 Around Media will automatically charge the credit card of the User for the payments of license extensions of less than 5.000 EUR and the User gives express permission to Around Media to do so. In case the payment information is no longer correct, in case the payment facilitator refuses the payment for any reason or in case the payment facilitator executes a refund for any reason, the User will receive a notice to correct his payment details within two weeks time. If Around Media wasn't able to process the payment during this period, the license will be automatically cancelled by law and without further notice.

3.6 Invoices larger than 5.000 EUR are due net fourteen (14) calendar days from invoice date.

3.7 Customer is responsible for maintaining complete and accurate billing and contact information within the billing center of the Licensed Product, and updating such appropriately. Unpaid Fees will be increased with an interest rate equal to the oneyear base rate of the European Central bank increased by 4%, with a minimum of 10% per annum (calculated to the principal sum as from the

due date), as well as reasonable attorneys' fees. Repeated situations of unpaid Fees may lead Prompto to condition future subscription and/or renewals to payment terms shorter than those originally applicable. The above is without any prejudice to Around Media's rights under this Agreement or Applicable law.

4. Taxes

4.1 Save as required by applicable law, the Fees do not include, and are billed exclusive of any taxes, levies, imports, duties, charges, fees and withholdings or similar assessments of any nature imposed by any governmental, fiscal or other competent authority, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement.

4.2. If a licensee under this Agreement is compelled to make any Tax deduction to the Fees, it will gross up the Fees as necessary to ensure receipt by Around Media NV of the full amount of the Fees which Around Media NV would have received but for that deduction.

4.3 If Around Media would have the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Around Media with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Around Media is solely responsible for taxes assessable against it based on its income, property and employees.

5. Professional Services

5.1 Customer may order extra Professional Services from Around Media under the terms of this Agreement.

5.2 The Professional Services shall be performed in a reasonable, professional and workmanlike manner, under an obligation of means.

5.3. Professional Services will be performed by remote means, unless Around Media has agreed otherwise, in which case reasonable travel, meal and accommodation costs shall be invoiced at cost to Customer.

6. Customer Data & User Accounts

6.1 As between Around Media and Customer, All Customer Data is and shall remain the property of Customer, and Customer retains all rights, title and interest (including Intellectual Property Rights) in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. The Customer hereby provides Around Media a worldwide nonexclusive license to process, reproduce, copy, communicate or otherwise use the Customer Data i) in line with the instructions of the Customer, and/or ii) as necessary to operate the Licensed Product in line with the provisions of this Agreement.

6.2 Customer is solely and fully responsible (including in respect of the consequences thereof) for Its, its Affiliates', as well as its Users' compliance with the provisions of this Agreement, including strict adherence to the Acceptable Use Policy.

6.3 Apart from the explicit responsibilities of Around Media under this Agreement, Customer shall have

sole responsibility and liability for the Customer Data (including but not limited to the accuracy, quality, integrity, legality, reliability, management, or relevance, of the Customer Data, or grating access thereto).

6.4 Customer acknowledges and agrees that:

- i) Certain features of the Licensed Product may require access to the Customer Data to allow for automatic processing of the Customer Data by the Licensed Product to the benefit of the Customer (e.g. to generate thumbnails or previews);
- ii) Customer is responsible for ensuring that master copies of the Customer Data are stored on Customer's own systems;
- iii) Around Media may itself, or allow third parties on its behalf to, scan, analyze, and/or process the Customer Data in an aggregate/pseudonymous way, in order to gather/retrieve technical data, analytical data, functional data and/or metadata, related to, or resulting from (the processing of) the Customer Data ("Functional Information"). Around Media shall be entitled to use the Functional Information for its business purposes. Any Functional Information is and shall remain the property of Around Media, and Around Media retains any and all rights, title and interest (including Intellectual Property Rights) in and to the Functional Information, including all copies, modifications, extensions and derivative works thereof.

6.5 Subject to the applicable confidentiality provisions of this Agreement and in line with the applicable information security policies of Around Media, Around Media's access to the Customer Data or the User Accounts occurs on a need to know basis only, and only limited to such instances i) where required for security purposes, ii) where required to provide support to Customer or its Users, iii) in case of breach of this Agreement, or, iv) in order to live up to a legal requirement or applicable (court) order.

6.6 Provided that Around Media adheres to its obligations under this Agreement in respect of security, Customer's access to and, use of the Licensed Product is at Customer's own risk. Around Media will not be responsible or liable for any deletion, corruption, correction, damage, destruction or loss of Customer Data or harm to Customer's computer system that does not arise from a breach by Around Media of its obligations under this Agreement.

7. Suspension

7.1 In addition to any of its other rights or remedies under his Agreement or by applicable law, Around Media, without any liability whatsoever, reserves the right to suspend the access to the Licensed Product if (partially or in whole):

- i) Customer's account is thirty (30) calendar days or more overdue (except with respect to charges then under reasonable and good faith dispute), until such

amounts are paid in full;

- ii) Customer's use of Licensed Product poses a security risk to the Licensed Product, may adversely impact the Licensed Product or the systems of Around Media, may subject Around Media to a third party liability, or may be fraudulent; or
- iii) Customer is in breach of any of the provisions under this Agreement.

7.2 Except where seeing the scope of the violation such would be inappropriate or provide for unreasonable delays, before suspension may be invoked by Around Media, Around Media shall have escalated the respective issue to the Customer first and advised Customer of its intention to suspend access prior to the actual suspension.

8. User's obligations and liability

8.1 User accepts complete and unconditional responsibility for any and all operations performed under his accounts. User is responsible for the confidentiality of his accounts, usernames and passwords, for the access to his computer system and for the acts and negligence of any party making use of an account of the User.

8.2 User will not allow access to the Prompto Platform/Application to anyone that is not an employee or trusted contractor of User. In case User finds or suspects any misuse of his account information, User will immediately change his passwords or contact Around Media on support@prompto.com to temporarily block his accounts.

8.3 The User will only process data he has the right to process. The User will comply with (i) all international, national, state and local laws and regulations, (ii) all internet regulations, policies and procedures and (iii) the license conditions of the applications synchronized by the Prompto Platform and Application.

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

8.5 The User will not use nor display any means, software or routines that might harm other parties or the good functioning of the Prompto Platform/Application, or disproportionately burden the Prompto Platform system and Application.

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

8.7 Around Media makes no warranty regarding the quality of any products, services or information/analytics, including in respect of the

accuracy, timeliness, truthfulness, completeness or reliability thereof. No advice or information, whether oral or written, obtained from Around Media or through the Licensed Product, will create any additional warranties.

9. Security and data protection

9.1 Around Media warrants that the Prompto Platform & Application service is secure and protected in a professional manner. However, as the Prompto Platform service is delivered through the internet, Around Media cannot guarantee that the Prompto Platform cannot be hacked, breached or compromised in any manner. In case User finds or suspects any misuse or security breach, User will immediately contact Around Media on support@prompto.com.

9.2 Around Media will not store User data on its servers, that are not strictly necessary for the delivery of the Prompto Platform service and/or Prompto Application.

9.3 The Prompto Privacy Policy shall apply to this Agreement.

10. Confidentiality

10.1 Around Media acknowledges that all data that the User processes through the Prompto Platform and Application is confidential. Around Media hereby undertakes to keep this confidential information secret, and will not divulge it or to make it known to third parties. Nor will Around Media use this information to its own benefit without express written permission from the User.

10.2 Around Media shall only pass the confidential information and/or data to or make it known to those of its employees and contractors that absolutely must have this information to provide the Platform, the Application and the Related Services.

10.3 The User undertakes a similar confidentiality obligation with respect to the data that the User receives from Around Media.

10.4 Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). This obligation shall exist while this Agreement is in force and for a period of three (3) years thereafter.

11. Support and problem reporting

11.1 Around Media does not provide direct support to the User, except by making available support information on the Prompto website.

11.2 However, the User may report always problems via support@prompto.com.

12. Limitation of liability

12.1 Around Media will provide all reasonable efforts to ensure the proper functioning of the Prompto Platform and Application as set forth on the Prompto website.

12.2 Around Media represents that the Prompto Platform & Application are developed in a professional manner and is consistent with generally accepted industry standards. Around Media will continue to improve the Prompto Platform & Application and warrants that the Prompto Platform at all times will comply with such standards. However, Around Media does not warrant that the Prompto Platform and/or

Application is entirely free of small bugs and errors or that the Prompto Platform and or Application will function without interruptions.

12.3 Around Media provides the Prompto Platform & Application "as is". Around Media does not warrant that the functions contained in the Prompto Platform and Application will meet the User's performance requirements or that the Prompto Platform/Application will operate in accordance with the User's expectations. The User accepts responsibility for the selection of the Prompto Platform/Application, its use and the results to be obtained there from.

12.4 Around Media makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded.

12.5 Around Media can only be held liable for gross negligence ("zware fout", "faute grave"). It cannot be held liable when a defect or malfunction of the Prompto Platform and/or Application is attributable to (i) a software or hardware defect that was not issued by Around Media, or (ii) API Issues, or (iii) the fact that changes or amendments to the Prompto Platform/Application have been made without its permission, or (iv) if the User fails to report immediately any defect together with documentation and information relating to the occurrence of the defect.

12.6 The User understands that the Prompto Platform and Application have a direct link with the Internet. Around Media cannot be held liable when a defect or malfunction of the Prompto Platform/Application is attributable to network or communication issues, or to hacking, malware or other forms of misuse.

12.7 Around Media will not be liable to the User or third parties for loss of profits or business, loss of data, indirect, consequential or incidental damages, even if Around Media has been advised of the possibility of such losses or damages. For direct damages, if repair in species is not possible, the liability of Prompto toward the User (on contractual grounds as well as in tort) shall never exceed an amount equal to the license fees paid by the User over the last twelve months. The User shall take all necessary measures that can reasonably be expected to limit its damage.

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

13. Term & Termination

13.1. This Agreement commences on the Effective Date and continues for the Subscription Term, and will, except otherwise indicated in the Order Form,

automatically be extended by twelve (12) months' periods upon expiry of the then current Subscription Term (any such period being an "Additional Subscription Term"), unless the one Party gives the other Party notice of non-renewal in writing at least thirty (30) calendar days before the expiry date of the then Current Subscription Term.

13.2. In the event that i) a petition in bankruptcy is filed by or against Customer, or ii) Customer is declared bankrupt, or iii) Customer becomes insolvent or his credit becomes impaired in the reasonable opinion of Around Media, or iv) proceedings are initiated by or against Customer seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, or v) if Customer fails to perform, comply with or fulfil at any time any material obligation or condition hereunder, which breach remains uncured for fifteen (15) days after notification thereto, Around Media, at its discretion and without any liability whatsoever, shall have the right to either suspend the performance of its obligations until the Customer performs his obligations, or to terminate the Agreement with immediate effect.

13.3. In no event shall any termination relieve the Customer of the obligation to pay any Fees payable to Around Media for the period prior to the effective date of termination.

13.4. Customer is solely responsible for guarding, securing and retrieving the Customer Data from the Licensed Product. Around Media will not be obligated to retain any Customer Data for longer than thirty (30) calendar days after any expiration or termination of the Agreement or Subscription.

13.5 In case Around Media notices an action by User or lack of action by User that might in Prompto's reasonable opinion breach the General Terms or the Annexes, harm directly or indirectly a third party, might otherwise be objectionable or if a third party notifies Around Media of a possible harm, Around Media will contact the User in order to remedy the breach or harm caused as soon as possible and in any event within two weeks.

13.6 In extreme cases or in case the User fails to timely remedy his breach or the harm caused, Prompto — at its sole discretion — may immediately and without notice, without intervention of the court ("de plein droit"), block or remove any content and/or terminate or suspend any User license, without any repayment of license fees or other indemnification of User and with complete indemnification of Around Media. In case Around Media discontinues its services or blocks the User's access to the Prompto Platform and/or Application on the basis of this provision, User will not be entitled to any indemnification from Around Media for the damages suffered as a result thereof. If the User unsuccessfully contests Around Media(Prompto)'s decision in court, the User will reimburse Around Media's legal costs and expenses (incl. all attorney fees and costs).

14. General

14.1. The parties to this Agreement are independent contracting parties.

14.2 This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or

employment relationship between the parties. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.3 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.4 Around Media may assign this Agreement in its entirety together with all rights and obligations hereunder, without consent of the Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

14.5 Except for payment obligations, neither Party shall be liable to the other for default or delay in the performance of any of its obligations under this Agreement and/or any Purchase Order due to Force Majeure, except that rights and liabilities which accrued prior to such termination shall continue to subsist. The Party prevented by Force Majeure shall promptly notify the other Party of the onset thereof and detailing the nature of the Force Majeure and - later on - of the cessation of the Force Majeure. The Party prevented by Force Majeure shall use its reasonable efforts to mitigate the effects of the Force Majeure on the affected Parties and to expedite the cessation thereof.

14.6. This Agreement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. 17.7. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

14.7All notices between Around Media and the User shall be written in English and shall be deemed to be given to the User if sent by e-mail to the e-mail address for notices registered via the Platform and to Around Media if sent by e-mail to support@prompto.com.

15. Applicable law and venue

15.1 Any agreement between User and Around Media with respect of the use of the Prompto Platform / Application and the General Terms and Annexes shall be governed by, interpreted and construed in accordance with the laws of Belgium without regard to conflicts of law rules that may result in the application of the laws of any jurisdiction other than Belgium.

15.2 Venue for any proceeding brought hereunder shall be with the courts residing in Ghent (Belgium).