

## General Terms and Conditions - Software as a Service

### **Article 1 - Definitions**

- **“Agreement”** means every agreement entered into between STORY CHIEF with regard to the Services.
- **“Confidential Information”** includes any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party’s Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s full possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party’s Confidential Information, as established by written records.
- **“Customer”** means any private or professional person who purchases services from STORY CHIEF, as well as anyone who acts in the name and for the account of an artificial person. Private customers are assumed to be at least 18 years of age.
- **"Customer Data"** means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Services or provides in the course of using the Services, excluding the Customer Personal Data.
- **“Customer Personal Data”** means all information about an identified or identifiable natural person processed by STORY CHIEF in its capacity of Data Controller. An identifiable natural person is one who can be identified, directly or indirectly, in particular by an identifier such as a name, an identification number, location data, an online identifier or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **"Users’ Personal Data"** means any Personal Data that is processed by STORY CHIEF (and its subprocessors) in its capacity of Data Processor on behalf of the Customer in relation to the Agreement.
- **“Data Controller”** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **“Data Processor”** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
- **"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data while it is in force and applicable to Personal Data, including the General Data Protection Regulation (Regulation (EU) 2016/679).
- **“General Terms and Conditions”** means present general terms and conditions.
- **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, patents, utility models, topography rights and rights in designs.
- **“Maintenance”** means the general maintenance of the Services, and the application of updates and upgrades.
- **“Offer”** is an invitation by STORY CHIEF without any obligation to the Customer to place an order with regard to the Services.
- **“Offline Customer”** means any Customer with whom the Agreement has been concluded through any other mean of communication than the Website.

- **“Online Customer”** means any Customer with whom the Agreement has been concluded through the ordering option on the Website.
- **“Order”** means a confirmation, in either electronic, written or verbal form, by the Customer of the purchase of the Services.
- **“Personal Data”** as defined by Article 4 (1) of the General Data Protection Regulation (Regulation (EU) 2016/679) means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Services”** means the software and infrastructure in a hosted environment provided and maintained by STORY CHIEF to which Customer is being granted access under the General Terms and Conditions via the Website.
- **“Software As A Service”** means the combined software, hosting and support services provided in the Agreement.
- **“STORY CHIEF”** is a private limited liability company STORY CHIEF NV, having its registered office at Visserij 43p, 9000 Ghent, Belgium, VAT BE 0644.941.221, RPR Ghent, department Ghent.
- **“Subprocessor”** means any person (excluding an employee of STORY CHIEF or an employee of any of its sub-contractors) appointed by or on behalf of STORY CHIEF to process Users’ Personal Data on behalf of the Customer.
- **“User(s)”** means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied with user identifications and passwords by Customer or on Customer’s behalf.
- **“Website”** means the STORY CHIEF website with the URL <https://storychief.io> or any other website designated by STORY CHIEF.

## **Article 2 - General Provisions**

- 2.1 Unless otherwise agreed in written, these General Terms and Conditions shall apply to every Offer made by STORY CHIEF, every Order of the Customer and every Agreement entered into between STORY CHIEF and its Customers.
- 2.2 These General Terms and Conditions may at all times be consulted on the STORY CHIEF Website with the URL <https://storychief.io>.
- 2.3 By ordering the Services of STORY CHIEF (including registration for the free basis module – cf. Article 8 - ), the Customer acknowledges that he has read and accepts the General Terms and Conditions.
- 2.4 These General Terms and Conditions at all times take precedence over terms and conditions of the Customer, even if the terms and conditions of the Customer stipulate that they apply exclusively. If STORY CHIEF fails to require strict application of any of the provisions of these General Terms and Conditions, this cannot be considered a tacit waiver of these rights.
- 2.5 STORY CHIEF reserves the right to change its General Terms and Conditions whenever it wishes to do so by a change on its website. Any such change will be announced within a reasonable term in advance by STORY CHIEF on its website, as well as through the STORY CHIEF communication to its Customers (cf. Article 15 - ).
- 2.6 The nullity of one or more provisions in these General Terms and Conditions does not affect the applicability of all other provisions. In the event of the nullity of one of the provisions, STORY CHIEF and the Customer, as far as possible and according to their loyalty and conviction, will negotiate to replace the void provision by an equivalent provision.

2.7 These General Terms and Conditions do not affect the legal rights which are granted to the consumer-Customer by law with respect to consumer protection.

### **Article 3 - Services**

3.1 STORY CHIEF offers an online application that integrate various services that ensure a more efficient content publishing of its customers. More specifically, the online Services facilitate online content publishing, distribution and analysis, and consist among other things of:

- Universal Rich Content Editor
- Distribution to multiple platforms/websites/communities and social media
- API
- Metrics gathering
- Marketing AI Module
- Team Collaboration Module
- Curation Module
- Invoicing
- Scheduling Module

3.2 Subject to these General Terms and Conditions, STORY CHIEF agrees to provide Customer access to the Services.

3.3 Any new features that augment or enhance the Services, any new service subsequently purchased by Customer will be subject to these General Terms and Conditions.

3.4 STORY CHIEF has the right to change the offer and the composition of its Services (as well as its modules and/or features, cf. Article 10.1) whenever it decides to do so. It will at least ensure that the Customer is informed of this in advance within a reasonable term through an entry on its Website or through STORY CHIEF communication to existing Customers (cf. Article 15 - ).

3.5 The Services, as described in this article, on the Website or in the STORY CHIEF communication (cf. Article 15 - ) are made available on an "as is" basis. The Customer will, moreover, be entitled to use a free version (cf. Article 8 - ) and may at all times request further information from STORY CHIEF in respect to this. The Customer therefore declares that he has been sufficiently informed about the contents and the scope of the Services.

3.6 In order to use the Services, the Customer must have or must obtain access to the World Wide Web, either directly or through devices that access web-based content. The Customer must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web. If an obsolete web browser is used, the Customer may not be able to use all functions of the Services or these functions may not operate optimally.

### **Article 4 - Formation of the Agreement**

4.1 An Offer is only valid for the specific Order to which it relates and does therefore not automatically apply to subsequent similar orders. Offers only comprise the Services that are specifically stated in the Offer. Promotions, leaflets or catalogues, of whatever nature, issued by STORY CHIEF will not be considered an offer.

4.2 An Agreement will only be legally and finally concluded when the Customer places an Order with STORY CHIEF (i) through the ordering option on the Website (Online Customer), or (ii) by any other mean of communication, verbal or written (Offline Customer), and subject to the condition that this Order is followed by an email from

STORY CHIEF to the Customer in which a user account is provided containing the activation password (for further details see Article 6 - ). An exception to the foregoing is if the Online Customer has previously used the free version and therefore already has been given a user account (as explained in Article 8 - -).

- 4.3 A valid Order presupposes that the Customer has at least provided the following information:
- Identity details of the natural or artificial person with a valid email address;
  - Required module of the Services (cf. Article 10.1);
  - Invoicing monthly, quarterly or per year (except in case the registration is done for the free module).
- 4.4 Before the Customer receives a user account, STORY CHIEF is entitled to request further information about the Customer and his activities, including, but not limited to, an assessment of his creditworthiness. The information provided by a Customer to qualify for a user account must at least be accurate, truthful, up to date and complete.
- 4.5 Failure by the Customer to provide the correct information, or in the event of doubts by STORY CHIEF about the identity or admissibility of the activities of the Customer will entitle STORY CHIEF to refuse to implement the Order by providing a user account. Orders showing that the customer intends to resell the Services himself will also entitle STORY CHIEF to refuse.
- 4.6 A refusal to provide a user account (and hence a contract) by STORY CHIEF will never be a reason for any compensation.
- 4.7 Any changes or additions to the Agreement after the user account has been provided will only be considered valid after written approval of and implementation by STORY CHIEF.
- 4.8 The Customer is not entitled to cancel his Order (cf. Article 9 - . If he does so, even for a part, but prior to the delivery of the Services (cf. Article 7 - ), STORY CHIEF reserves the right to claim compensation from the customer of 25% of the price of the cancelled order, not including VAT, irrespective of STORY CHIEF's right to compensation for the damage it has actually suffered, if it is able to prove it.

#### **Article 5 - Duration**

An Agreement to use the Services of STORY CHIEF is entered into for an indefinite period of time. Except for the free basis module, the extension of the Agreement with an Online Customer is, however, always subject to advance payment by the Online Customer for the agreed period (quarter or year) (cf. Article 11.5).

#### **Article 6 - User account/login and password**

- 6.1 Acceptance by STORY CHIEF of a valid Order by the Customer will activate the user account. A user account and accompanying login(s) provides the Customer with access to the Services of STORY CHIEF. Access to the Services implies a right by the Customer to use the Services – at a charge. Under no circumstances does it imply a transfer of ownership of the Services by STORY CHIEF to the Customer.
- 6.2 A user account contains the location and access codes that allow the Customer access to the Services. The allocation of a user account is accompanied by the allocation of at least one (1) or more logins. The number of logins corresponds with the number of users of the Customer allowed by STORY CHIEF.
- 6.3 A login belongs to one User only and may therefore not be shared with other persons. Every User must create a unique password for each login, which will belong to his personal information.

- 6.4 Each User is only responsible for the protection and security of his data concerning the user account and logins, including, but not limited to, the user name and the password. The Customer is assumed not to transfer this information to a third party and to immediately punish any unauthorised use as well as bring it to the attention of STORY CHIEF. A Customer is, moreover, not even assumed to disclose his passwords (or those of his Users per login) to STORY CHIEF (for example, when using the helpdesk when seeking the assistance of STORY CHIEF – cf. Article 14 - ). Each loss or misuse of the personal details connected to the user account and accompanying logins may therefore lead to liability towards STORY CHIEF.
- 6.5 Customer agrees to notify STORY CHIEF if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user logins, and/or account number.

#### **Article 7 - Delivery of the Services**

The Services of STORY CHIEF are provided as "software as a service" and means the combined software, hosting and support services provided in the Agreement. The mere announcement of the user account (with accompanying logins) to the Customer will be considered a delivery of the Services. Use of the Services by the Customer is equivalent to acceptance of the Services.

#### **Article 8 - Basis module**

- 8.1 The use of the basis module is free of charge. It also requires an online registration as a User and compliance with the conditions as described in Article 4 - .
- 8.2 The Customer may switch to a paying module at any time. When switching to a paying module the conditions as described in Article 4 - must also be complied with.

#### **Article 9 - Absence of the right of withdrawal**

- 9.1 Pursuant to Book VI Market Practices & Consumer Protection of the Belgian Business Code (WER), the Consumer-Customer basically has a right of withdrawal. However, the delivery of Services forms an exception to the right of withdrawal (art. VI.53 °13 WER), so that the Consumer-Customer can no longer rely on this right. Moreover, by placing an Order, the private Customer expressly agrees that the delivery of the Services may commence and he, consequently, acknowledges that he no longer has such right of withdrawal. Nevertheless, prior to the registration for a paying account, each Customer may always use the basis module which is free of charge. By offering a free version of the services, STORY CHIEF thus offers more than it is required to by law.
- 9.2 Professional Customers will under no circumstances have a right of withdrawal.

#### **Article 10 - Prices**

- 10.1 STORY CHIEF offers different standard modules within the Services as well as a tailor-made module for Customers.
- 10.2 A basis standard module is free of charge. The prices for the other standard modules will at all times be shown on the website and are expressed in euros. The prices do not include VAT. The price for tailor-made modules and solutions will be announced in the particular Offer.
- 10.3 Under no circumstances does STORY CHIEF guarantee that it will maintain its prices - as shown on the Website – for a specific period, since it depends on the market structure. In so far as the prices are based on the level of the applicable wage costs, costs of components/services, social security contributions and public service charges, costs of materials and parts, exchange rates and/or other costs, STORY CHIEF will be entitled, in the event of an increase or decrease of one or more of these price factors, to increase or

decrease its prices accordingly whenever it wishes to do so, in accordance with the legally permitted standards. The new price structure will be notified to the existing Customers (cf. Article 10.3) at least one month before they take effect through the STORY CHIEF communication.

**Article 11 - Invoicing and payment (not applicable to the basis module)**

- 11.1 STORY CHIEF will invoice its Customers on a monthly, quarterly or yearly basis, depending on when the Customer has opted to place his Order (cf. Article 4 - ).
- 11.2 If the Customer cancels its paying user account or terminates the Agreement (cf. Article 20 - ) or the Agreement is terminated by STORY CHIEF in accordance with Article 21.2, the amounts already paid to STORY CHIEF will be kept by STORY CHIEF and will not be returned.
- 11.3 By ordering/purchasing the Services, the Customer expressly agrees to electronic invoicing by STORY CHIEF, unless agreed otherwise in writing by the parties.
- 11.4 The invoice will be sent to the (email)address provided by the Customer with his Order. The Customer undertakes to inform STORY CHIEF in time of any changes in respect to this.
- 11.5 The Online Customers must effectuate every payment in advance, using the online payment method used by STORY CHIEF and as provided for on its Website. To process payments, STORY CHIEF uses external professional and specialised partners that offer a payment platform such as: Stripe 3180 18th St, San Francisco, CA 94110.
- 11.6 The financial details of the Customer that are entered for his online payment will only be exchanged between the external partner and the financial institutions involved. STORY CHIEF does not have access to the confidential financial details of the Customer.
- 11.7 The online payments are made with the aid of secure protocols. All online payments are subject to the general terms and conditions of the external administrator of the payment platform, who has exclusive responsibility for the correct processing of all online payments.
- 11.8 If – contrary to the foregoing – the Customer wishes to pay by bank transfer or another payment method, he must inform STORY CHIEF of this in time in advance and STORY CHIEF must accept it in writing. STORY CHIEF reserves the right to refuse such request, for whatever reason.
- 11.9 In relation to the Offline Customers STORY CHIEF operates a payment term of 14 calendar days, counting from the date of the invoice. Any invoice that has not been paid, or only partly paid, on the due date will be subject by law and without any notice of default to late payment interest of 1% per overdue month, for which a month that has already started is considered to be fully lapsed. The amount due will, moreover, be increased by 12% of the invoice amount, with a minimum of fifty euros (€ 50,00) (excl. VAT), by way of lump sum compensation, irrespective of the right of STORY CHIEF to claim higher compensation. STORY CHIEF also reserves the right to temporarily suspend the access to the Services until it has received actual payment from the Offline Customer.
- 11.10 Invoices may only be validly protested in writing by registered letter within 8 calendar days after the invoice date stating the invoice date, invoice number and a detailed explanation. Any other form of protest or a protest after the abovementioned term is considered late and/or unfounded. Unsubstantiated protests are always considered unfounded.

**Article 12 - Data hosting and storage**

- 12.1 STORY CHIEF's products and services run on world- class infrastructure hosted at Amazon data centers running on Amazon Web Service (AWS) technology. STORY CHIEF's data centers are located in Ireland and data never leaves Europe. Amazon data centers provide physical security 24/7, state- of- the- art fire suppression, redundant utilities and biometric devices to ensure that our customers' data is safe and secure. Amazon continually reviews and refines their procedures to comply with the latest security standards. STORY CHIEF's data and services are housed in the same physically secure AWS facilities as Netflix, Expedia, AirBnB and Yelp. Amazon maintains security certifications with:  
SOC 1 / ISAE 3402  
SOC 2  
SOC 3  
FISMA, DIACAP, and FedRAMP  
CSM Levels 1-5  
PCI DSS Level 1  
ISO 9001 / ISO 27001
- 12.2 Customer Data are stored in multi-tenant datastores. STORY CHIEF does not have individual datastores for each Customer. However strict privacy controls exist in our application code to ensure data privacy and prevent one Customer from accessing other customers data. STORY CHIEF has many unit and integration tests in place to ensure these privacy controls work as expected. These tests run every time our codebase is updated and even one single test failing will prevent new code being shipped to production.

#### **Article 13 - Customer's Responsibilities**

- 13.1 Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with his use of the Services, including without limitation Data Protection Laws as well as the laws related to international communications and the exportation of technical or personal data. Customer will ensure that any use of the Services by Customer's Users is in accordance with the terms of these General Terms and Conditions.
- 13.2 Customer is solely responsible for all Customer Data as well as for obtaining all licenses and permissions necessary related to the Customer Data, including without limitation licenses for any third-party software included in the Customer Data.
- 13.3 Under no circumstances whatsoever does STORY CHIEF allow the use of its Services for illegal or unlawful purposes, or for the transfer of data that are illegal, defamatory, infringes a person's privacy, offensive, threatening, damaging or infringes a person's Intellectual Property Rights (non-limitative list). The purpose of the use of the Services is the full responsibility of the Customer. The Customer guarantees that he will not use the Services for the transfer of "junk mail", "spam", "chain mail", "phishing" or other undesired mass circulation emails.
- 13.4 If the Customer fails to comply with the provisions of the Agreement, he acknowledges that he is acting entirely at his own risk.

#### **Article 14 - Helpdesk and Support**

- 14.1 STORY CHIEF will make commercially reasonable efforts to promote Customer's successful utilization of the Services, including but not limited to maintenance and support, providing Customer with user guides and on-line help.
- 14.2 If the Customer has questions about or problems with the functionality of the Services, he may contact the helpdesk of STORY CHIEF. The helpdesk can be reached from 9 a.m.

to 5 p.m. on working days (but not on Saturdays, Sundays and public holidays) free of charge. The helpdesk can be reached by telephone, chat and by e-mail ([support@storychief.io](mailto:support@storychief.io)).

- 14.3 The STORY CHIEF helpdesk will do its best to help the Customer and if possible, to find a solution to any questions the Customer may have.
- 14.4 The availability of the Services may at all times be checked by the Customer online, live and in real-time on the Website. In the event of problems with the availability of its Services, STORY CHIEF will offer a solution within the bounds of reasonableness. STORY CHIEF will at all times have full freedom to decide on an adequate solution or compensation for its Customers.

#### **Article 15 - Communication by STORY CHIEF**

The Services comprise communication by STORY CHIEF by email at regular times concerning service-related announcements, administrative e-mails and newsletters. The Customer will at all times be able to unsubscribe from these newsletters. Since this communication is considered to form an integral part of the Services provision, the Customer can in no way whatsoever hold STORY CHIEF liable for changes of whatever nature of which the Customer would normally have been informed through the communication but now no longer can be by unsubscribing.

#### **Article 16 - Customer Data**

- 16.1 The Customer hereby grants to STORY CHIEF a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of STORY CHIEF's obligations and the exercise of STORY CHIEF's rights under the Agreement. The Customer also grants to STORY CHIEF the right to sub-license these rights to its hosting, connectivity and telecommunications service providers.
- 16.2 The Customer warrants to STORY CHIEF that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of the applicable laws, statutes or regulations.
- 16.3 STORY CHIEF shall create a back-up copy of the Customer Data daily, shall ensure that each such copy is sufficient to enable STORY CHIEF to restore the Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

#### **Article 17 - Customer Personal Data and Users' Personal Data**

The processing by STORY CHIEF of the Customer Personal Data is described in detail in the Privacy Policy (see <https://storychief.io/gdpr>).

The processing by STORY CHIEF of the Users' Personal Data is governed by the Data Processing Agreement between the Customer and STORY CHIEF (see <https://storychief.io/gdpr>).

The Privacy Policy and the Data Processing Agreement forms an integral part of these General Terms and Conditions.

#### **Article 18 - Confidential Information**

- 18.1 The parties agree to use commercially reasonable efforts not to make each other's Confidential Information available in any form to any third party. Notwithstanding the foregoing, the Customer acknowledges and agrees that STORY CHIEF may disclose Customer's Confidential Information to a third party solely to the extent necessary to

provide the Services under the Agreement as well as to the extent that such disclosure is required by applicable law or valid order of a court or other governmental authority.

- 18.2 Notwithstanding anything to the contrary in the Agreement, Customer Data is not included in Confidential Information as defined above. To the extent STORY CHIEF has any access to the Customer Data in the course of providing the Services, it shall not, intentionally (i) access Customer Data or (ii) disclose Customer Data to any third party, except to the extent: (a) the Customer makes its Data publicly available, (b) as necessary for STORY CHIEF to provide, or obtain third-party supplier support for, the Services or to provide information requested by Customer, (c) as specifically authorized by Customer in writing or (d) the disclosure is required to comply with applicable law or respond to requests by a regulatory or judicial body and/or as otherwise required for legal process.

#### **Article 19 - Intellectual Property Rights**

- 19.1 STORY CHIEF guarantees that it possesses the required Intellectual Property Rights for offering its Services.
- 19.2 STORY CHIEF grants the Customer non-exclusive, non-transferable and non-sublicensable rights to use the Services. All copyrights, trademark rights or the rights it has been granted to service description, programs, drafts, texts, designs, drawings, models, photos and services are retained by STORY CHIEF.
- 19.3 The Customer may not copy the Services or use them for other purposes than those for which they are intended without the prior written consent of STORY CHIEF.

#### **Article 20 - Cancellation of the paying user account and termination of the Agreement by the Customer**

- 20.1 The Customer may cancel its paying account at any time and for any reason from either its user account (<https://app.storychief.io/dashboard/account/plans>) or by sending an email to STORY CHIEF ([support@storychief.io](mailto:support@storychief.io)). Following this cancellation, the paying user account of the Customer will be reverted by STORY CHIEF to the basis user account (which is free of charge) at the end of the invoiced period, but not deleted, unless otherwise requested. The cancellation for the online customers has to take place before automatic renewal. Online customers with a yearly subscription will be informed 7 days in advance. The cancellation for the offline customers has to take place before they have been timely informed of the renewal and received the renewal invoice. However, if the cancellation takes place after STORY CHIEF has already proceeded with the payment and generated invoice for the upcoming agreed renewal period, there is no refund possible. The Customer is obliged to pay in a timely manner (even if he does not use the Services during this period).
- 20.1 If the Customer does not agree with (i) a change of the offer or the composition of the services of STORY CHIEF (cf. Article 3.4) or (ii) a change of the General Terms and Conditions by STORY CHIEF (cf. Article 2.5), he may at all times simply terminate the Agreement in the same way as described here above in Article 21.1, in which case STORY CHIEF shall proceed to the deletion of the user account. Under no circumstances does this entitle the Customer to claim any compensation from STORY CHIEF (including the amounts already paid by the Customer to STORY CHIEF).

#### **Article 21 - Termination by STORY CHIEF**

- 21.1 STORY CHIEF may terminate the Agreement and deactivate the user account of the Customer at any time and for any reason by giving one (1) month notice to the Customer

by sending an e-mail to the email address provided by the Customer with his Order. In the event of deactivation during the course of a period, for which STORY CHIEF has received payment from the Customer, it undertakes to refund this payment to the Customer pro rata within 14 calendar days after the Services have actually stopped.

21.2 STORY CHIEF is entitled to terminate the Agreement with the Customer by giving a one (1) calendar day notice - by deactivation of his user account - if it believes it has an objective reason for doing so.  
Objective reasons include, but are not limited to:

- If during the course of the Agreement STORY CHIEF has reasons to assume that the Customer's data are false, inaccurate or obsolete;
- If STORY CHIEF discovers or has substantial reasons to suspect that the Customer uses his Services for unauthorised purposes;
- If it is suspected that the Customer breaches the General Terms and Conditions;
- If STORY CHIEF discovers that the Agreement with the Customer is based on incorrect information of the Customer;
- If the Customer fails to pay his outstanding invoices to STORY CHIEF in time and in full;
- In the event of an imminent bankruptcy of the Professional Customer.

21.3 After deactivation in accordance with Article 21.2, STORY CHIEF is entitled to refuse the Customer any future access to the Services, or to undo the deactivation again after negotiating with the Customer. In each of these cases STORY CHIEF is entitled to claim compensation for the damage it has suffered as a result. In the event of the termination in accordance with Article 21.2, the amounts already paid by the Customer for the current period remain definitively due to STORY CHIEF.

21.4 STORY CHIEF undertakes to inform the Customer of the deactivation by email at least 1 calendar day before termination takes effect.

## **Article 22 - Consequences of termination**

22.1 If the agreement between STORY CHIEF and the Customer is terminated by the Customer (cf. Article 20 - ), the Customer is obliged to export prior to his termination the Customer Data and Users' Personal Data at his own initiative using the available export tools.

22.2 If the agreement between STORY CHIEF and the Customer is terminated by STORY CHIEF (cf. Article 21 - ), the Customer must - within the period stated by STORY CHIEF when it notified the Customer of the termination - export his Customer Data and Users' Personal Data using the available export tools.

22.3 If the Customer fails to meet the provisions of this article, STORY CHIEF will delete the Customer Data and Users' Personal Data in due course and will charge the costs attaching to this to the Customer after termination of the Agreement between the Parties. These costs will be charged to the Customer by means of an invoice with a term of payment of 10 calendar days.

## **Article 23 - Guaranties**

23.1 Immediately after the delivery of the Services (cf. Article 7 - ), the Customer must carry out an initial verification. This obligation to verify relates – among other things - to: number of logins, conformity of the delivery, visible defects to the Services, etc. The Customer must immediately inform STORY CHIEF by e-mail ([support@storychief.io](mailto:support@storychief.io))

- of any directly verifiable defects, under penalty of cancellation, within 5 calendar days after delivery and 48 hours after they have been discovered at the latest.
- 23.2 Professional Customers must inform STORY CHIEF by e-mail ([support@storychief.io](mailto:support@storychief.io)) of any hidden defects within one (1) month after the date of delivery of the Services and 48 hours after they have been discovered at the latest. Such defects include – amongst others - errors in the back-end of the Website or software, database or programming errors, etc. For consumers-Customers the legal guarantee for hidden defects is 2 years from the date of delivery of the Services. Such guarantee can only be claimed in so far as the consumer-Customer can demonstrate that the defect already existed at the time of delivery. The consumer-Customer must, under penalty of cancellation, inform STORY CHIEF of all complaints for hidden defects within one (1) month they are discovered, by email ([support@storychief.io](mailto:support@storychief.io)).
- 23.3 If no complaints are made within the abovementioned periods, the Customer is deemed to have approved and accepted the delivery and the Services. Under penalty of disallowance of the complaint, the Customer must be able to prove that he has used the Services correctly both before and after he discovered the defects. Under no circumstances does the guarantee or indemnification against hidden defects apply if the damage has been caused by incorrect or unsafe use of the Services by the Customer (e.g. failure to use a firewall or insufficient protection against viruses). Each claim for indemnification will be denied in the event of alterations or repairs by the Customer or by third parties.
- 23.4 The Customer will bear the costs made as a result of unjustified complaints.

#### **Article 24 - Limitation of liability**

- 24.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs and that subject to the other provisions of the Agreement, STORY CHIEF gives no warranty or representation that the Services will be wholly free from defects, errors and bugs.
- 24.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities and that subject to the other provisions of this Agreement, STORY CHIEF gives no warranty or representation that the Services will be entirely secure.
- 24.3 All statements on the Website itself relating to the reliability and the security of the Services constitute a mere description of STORY CHIEF's obligation to perform to the best of its ability.
- 24.4 Under no circumstances will STORY CHIEF be obliged to compensate indirect, special or consequential damage, trading losses, loss of income, loss to reputation or goodwill, loss of or damage to information or data, or any other damage incurred by using the services. This limitation of liability also applies after STORY CHIEF has been specifically informed of the potential loss of the Customer.
- 24.5 Neither will STORY CHIEF be liable for any defects incurred directly or indirectly by an act of the Customer or a third party, irrespective of whether this act is caused by an error or by negligence. STORY CHIEF can under no circumstances be held liable for the loss or incorrect use of the Customer Data, unless this is purely due to negligence on his part.
- 24.6 To the extent permissible under applicable law the maximum aggregate liability of STORY CHIEF arising out of or in connection with the Agreement, including any license, use, or other employment of the Services, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, exceed the total amounts actually paid by Customer in the six (6) month period immediately preceding the event giving rise to such claim. There shall be only one aggregate liability

cap under the Agreement even if there are multiple claims; each claim shall reduce the amount available in the aggregate liability cap.

**Article 25 - Force majeure/hardship**

If, due to force majeure, STORY CHIEF is unable to perform its obligations or is unreasonably hampered in the performance of its obligations, it will be entitled to temporarily suspend the performance, wholly or in part, for the duration of this force majeure or altogether, without being required to give advance notice or to pay any compensation. Cases of force majeure traditionally include: seizure, illness, war, blockade, insurrection, strike or lock-out, shortage of vehicles, scarcity of services, restrictions in the energy consumption, either with STORY CHIEF or with one of its suppliers. In the event of hardship, STORY CHIEF undertakes to renegotiate the terms and conditions of the Agreement. If the parties fail to reach an agreement, STORY CHIEF reserves the right to suspend performance of the Agreement wholly or in part for the duration of the hardship.

**Article 26 - Maintenance**

- 26.1 STORY CHIEF shall where practicable give to the Customer a five (5) days' prior written notice of a Maintenance that is likely to affect the availability of the Services.
- 26.2 STORY CHIEF shall effectuate the Maintenance with reasonable skill and care.

**Article 27 - Severability**

- 27.1 If any provision of the Agreement is, or becomes, illegal, unenforceable or invalid, the relevant provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity.
- 27.2 If modification under clause 12.6a is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting the legality, enforceability or validity of the remaining provisions of the Agreement.

**Article 28 - Applicable law and jurisdiction**

- 28.1 These General Terms and Conditions and the Agreement shall be governed by and construed according to Belgian law.
- 28.2 The courts of the judicial district of Ghent, Ghent department, shall have exclusive jurisdiction over any dispute ensuing from these General Terms and Conditions and the Agreement between the parties.