



Terms and Conditions

Article 1 – Application of the Terms and Conditions

The on-line services at the Babelway website have been created by the company Babelway SA ("Babelway"), a company registered in Belgium under number 0887.442.805, which is the developer of this site. The present terms and conditions ("Terms") form the overall basis of the contractual relationship between Babelway and its customers ("Customer(s)") with the aim being the provision of services by Babelway ("the contract" or "the subscription").

Any order or purchase of Babelway' services on the Babelway site or in any other form implies prior acceptance of the present Terms. As a consequence, it is assumed that the Customer is fully informed of the fact that their agreement concerning the content of the present Terms does not require the handwritten signature of this document. The Customer is able to save or edit the present Terms, with it being clear that both the saving and editing of this document are their entire responsibility, and that these Terms are able to be modified. In this case, the Terms applicable to the contract with the Customer will be those in force on the website at the date of the order, subject to modifications subsequently occurring in compliance with the modification procedure outlined below.

Babelway may modify the present Terms, providing prior notice is given to the Customer. The modified Terms will come into force one month after the notice is given to the Customer, except where Babelway has notified a different date, which can be only after one month. Before the modified Terms come into force, the Customer may decide to terminate the contract by following the regulations outlined in article 8. The Customer agrees to relinquish their own special terms of service, even if it is specified that they alone are valid. The fact that Babelway at any given moment does not exercise any of the present Terms and/or tolerate any breach by the other party in respect of the obligations included in the present Terms, cannot be interpreted as Babelway relinquishing any of the terms mentioned in the future.

Article 2 – Definitions

In these Terms and generally in Babelway documentation, the following expressions shall have the following meanings:

"Account" represents a Babelway customer subscription that is allowed to use Babelway services;

"Babelway" a company registered in Belgium under number 0887.442.805;

"Babelway platform" and "Babelway's website" the services available from the website located at <http://www.babelway.com> or <http://www.babelway.net> or such other URL address as may be adopted by Babelway from time to time;

"Catalogue" a repository of channels or parts thereof made available by Babelway for duplication into the Customer environment;

"Channel" the set of technical instructions defining a message flow in and out of Babelway

"Contract" the contract for the provision of Services incorporating these Terms;

"Customer" the business customer with which the Contract is formed in accordance with these Terms;

"Message" the main unit measure used in tracking traffic activity and defined as a message or file of a maximum size (in kB);

"Environment" a collection of Channels for one Account;

"Reserved Capacity" the minimum processing capacity of an Environment defined as a maximum number of messages or traffic volume that Babelway accepts to process within a set period of time to guarantee some of its service level obligations;

"Price List" a list of Babelway's prices current at that date for each of the Services as available on Babelway's website or from Babelway by e-mail on request and incorporating these Terms;

"Services" the services to be provided by Babelway to the Customer pursuant to these Terms;

"Trading Partner" an entity interfaced to Babelway through an accepted communication protocol whether it is part of an Account or not;

"Users" individual users having access to Babelway;

Article 3 – Service Request

To use the Services available on the Babelway platform, the Customer must create an account by completing the registration application available on Babelway's website. Babelway nevertheless reserves the discretionary right of decision relating to the activation of the account, this registration gives the Customer rights to an account allowing them to access the Services offered by Babelway. Babelway reserves the right to make any changes to the Services, which are required to conform to any applicable statutory or E.U. requirements or which do not materially affect the nature or quality of the Services.

Article 4 – Customer Authorization, Obligations and Undertakings

The Customer assures that the Services will be used in accordance with the provisions in these Terms, national and international legislation, and generally as a reasonably prudent person would use them, exclusively for legal purposes and without infringing upon the rights of third parties.

The Customer is sole responsible to obtain the necessary permissions to perform the data exchange with the trading partners. As a third party to these transactions, Babelway shall only be liable towards the Customer. The Customer requesting Babelway to list Channels and/or parts thereof in the catalogue warrants that they have obtained all necessary authorisations to make this information available to other Babelway users.

The Customer is sole responsible for the interventions made by users having access to the Customer's account, including interventions made on its behalf and at its request by Babelway staff or its sub-contractors.

It is a condition of the Contract the Customer shall not (and shall ensure that others under its control will not) directly or indirectly do anything which may result in the reduced performance of Babelway's servers, network or services to the detriment of Babelway, other customers of Babelway or any other third party.

The Customer agrees to take back-ups in accordance with best computing practice and retain full copies of all of the Customer's data and information given to Babelway for the performance of the Services.

The Customer who duplicates Channels or parts thereof originally created by Babelway or other users will comply with specific terms that may be attached to the use of the said Channels or parts thereof.

Article 5 – Price, Payment

The Customer shall be charged by reference to the applicable Babelway's Price List.

Babelway shall be entitled to change its prices without prior notice based on the trend in the Belgian Consumer Price Indices. Said price changes shall be calculated annually (or any longer interval), in



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January, and the trends shall be calculated based on the following formula:

$P = P0 * (I/I0)$ In which:

P = New price after indexation

P0 = Price before indexation

I0 = Last value of the Index of Reference available upon last indexation

I = Last value of the Index of Reference available upon indexation

Babelway shall furthermore be entitled to change its prices with three months prior notice. Said price changes shall only become effective for the services rendered by Babelway starting at the end of the three months prior notice period.

In the absence of indication to the contrary, The Babelway Service shall be invoiced to the Customer at the time of subscription and provides a certain quantity of usage credits. A new invoice is issued whenever the Customer places a new order.

In the absence of any indication to the contrary, the invoices of the Babelway Service shall be payable by electronic bank transfer or other electronic payment methods as proposed by Babelway to the Customer.

In the absence of indication to the contrary, the invoices of the Babelway Service shall be paid by the Customer within 30 days of date of invoice. The Customer will receive a reminder if the payment of the invoice has not been received by the end of said period. In such case, reminder fees in the amount of 25 Euros will be automatically charged to the Customer, without other advance notice. Such reminder fees may be dropped only if such delay in payment is the Customer's first one. In the event of payment more than 60 days after the date of invoice, litigation proceedings will be initiated. In this case, the Babelway account of the Customer may be cancelled by Babelway without prior notice, compensation for cancellation and the costs of cancellation and debt recovery fees being calculated and invoiced by Babelway. In all cases of delay in payment, the Customer will be charged interest at a monthly rate of 1 %.

The applicable rules concerning VAT will be applied in accordance with what the regulation provides for, depending on whether the Customer is based in Belgium, the European Union or outside the European Union. The prices indicated are prices exempt of VAT; therefore it will be added upon payment when it is applicable.

All payments are entitled to an invoice. Babelway reserves the option, within legal boundaries, of using electronic invoicing systems, the Customer agreeing that they will not object to this.

Article 6 – Intellectual Property

The content of the Babelway website, tools used, technology, software and know-how developed by Babelway and provided to the Customer by Babelway is protected by Intellectual Property Rights. The Customer may retrieve and display the content of the Babelway's website on a computer screen but the reproduction or use of the programmatic, textual and multimedia data of Babelway or of its website are subject to prior authorization on the part of Babelway.

No licence is granted to the Customer in these Terms to use any trade name or software of Babelway.

Article 7 - Babelway's Warranties and Liability

Babelway shall take all reasonable care in executing this Contract. Babelway promises to do its best to provide a quality service, as part of due care. The Customer has certain rights and remedies regarding the performance of Babelway's services.

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Any message received is immediately processed and sent to its destination. Unless in the case of temporary unavailability or in the case the Customer exceeds its Reserved Capacity, Babelway guarantees not to take more than five minutes to execute any channel.

In the case of unexpected temporary unavailability, Babelway guarantees 100% of message recovery (including the messages that have been in transit at the time of the service interruption).

Babelway warrants a Service availability, i.e. that any Service will be uninterrupted or error-free, during 99.9 % of the Service period from Monday 8:00 to Saturday 20:00. Babelway will use all reasonable endeavors to correct any material defect or interruption in the Services and to maintain the availability of the Services.

Babelway reserves the right to interrupt the execution of user-defined Channels if the said execution results in excess consumption of processing resources as defined by Babelway.

Babelway shall not be liable for any services or products to be supplied by any third party, even by third party recommended or promoted to the Customer.

Although Babelway offers connections to Internet and to certain private networks (VAN), Babelway does not guarantee their performance.

Amongst the channels offered to the Customer, Babelway can offer connections to trade partners. However, Babelway shall not be liable in the case of failure of the obligations of these trade partners. The Customers are aware that they should obtain the necessary guarantees directly from these trade partners.

Despite its efforts to render a high-level service, Babelway shall not be liable for the work carried out by a Customer when this work is re-used by another Customer (through the Babelway catalogue, for example)".

Babelway shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

Babelway shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of the Contract by the Customer or any act, misrepresentation, error or omission made by or on behalf of the Customer.

Babelway shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of the Contract by Users who have re-used the work of Customers (through the Babelway catalogue for example)

Babelway will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever arising (whether out of the provision of the Services or failure to provide the Services or otherwise), loss of production, loss of or corruption to data, loss of profits, revenue or contracts, loss of operation time, loss of goodwill or anticipated savings or any liability of the Customer to a third party, even if Babelway has been advised of the possibility of such loss. Babelway's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss), whether such claim arises in contract or in tort shall not exceed a sum equal to the payments received by Babelway relating to the period during which the Services were not successfully provided according to these Terms.



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Babelway shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Babelway's obligations in relation to the Services, if the delay or failure was due to any cause beyond Babelway's reasonable control.

If the Customer renders services to its clients on the basis of Babelway, Babelway shall only be liable towards the Customer and no additional responsibility towards the clients of the Customer should occur.

Babelway reserves the right to change the address of its network, i.e. renumber the network IP addresses with a 30 days notice to its Customers.

In the event of technical problems relating to its Babelway Account, the Customer shall be entitled to access the Babelway website for the purpose of on-line consultation of any available documentation and FAQ, send e-mail messages to support@babelway.com or contact the Babelway Help Desk by telephone (the Babelway telephone number is available on the Babelway website, on the "Contact" page) during opening hours: 9:00h – 17:00h CEST, working days. Saturday and Sunday are not considered a working day.

Human intervention and support (emails, telephone, meetings, etc.) is free under the following conditions:

- the type of subscription selected by the Customer shall not exclude said free support;
- the Customer shall master the Babelway Service and shall first have attempted to find the cause of the problem in the available documentation;
- the problem must originate from the Babelway Service, and not from any system upstream or downstream or from incorrect information or documents provided by the Customer and/or its trading partners;

In the event of failure to fulfil the above conditions, the Customer may be invoiced for such support at the applicable charge rate.

If the Customer uses a temporary free account, this account is provided without any guarantee of any kind from Babelway although the present Terms are, in their other aspects, fully applicable to the Customer.

Article 8 – Duration and Termination

The Contract comes into force when the Customer accepts the present Terms and the Account is activated according to Article 3 of the present Terms. It is taken as an undetermined length of time.

Babelway may terminate the Contract without warning or, if so desired, decide to put the supply of the service on hold and give the Customer a timeframe during which they must settle the non-payment or non-compliance of the contract in the following cases:

- the Customer is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or
- the Customer is an individual and a petition for bankruptcy is presented against it;
- a receiver or liquidator (where the Customer is a company) or (where the Customer is an individual) a trustee in bankruptcy is appointed over it or any of its assets;
- the Customer proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement); or
- the Customer ceases, or threatens to cease, to carry on its business; or

- the non-payment by the Customer; or
- the non-compliance by the Customer of their contractual obligations.
- the current consumption is abnormally high relative to historical activity and/or the type of subscription.

The Customer may terminate the Contract at any moment by closing their account by written notification to Babelway, by post or by e-mail. The contract will terminate only at the end of the month following the month in progress, with no reimbursement to the Customer of unused usage credits being allowed.

Article 9 - Protection of privacy and Confidentiality

The data relative to private persons, communicated by the Customer to Babelway, will be treated in respect of the directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, OJ, L 281, 23 November 1995, p. 31-50. For this purpose, the Customer recognizes that Babelway has given him all the necessary guarantees concerning the technical and organizational safety measures related to the processing of this data. Babelway will in this matter only bear any responsibility to the Customer for its intentional fault or its fraud or in the event of non-observance of the reasonable instructions given to him by the Customer related to the data protection.

The information provided by the Customer in configuring Channels remains confidential, unless the Customer has expressly given authorization to Babelway to make this information available to other users (through the catalogue for example)

As an exception to the above principle, a trading partner, whether a Customer or not, can authorize Babelway to make its own Channel information (i.e. technical information to enable message flows that originate from or terminate on infrastructure under their control) available to Users through the Babelway catalogue, even if this information has also been created by another User.

The Channels or parts thereof acquired by the Customer from other Users of Babelway (through the Babelway catalogue for example) can only be used for the purpose and within the limitations described in Article 4.

If the Customer acquires information relative to the configuration of Channels or parts thereof from the catalogue, he undertakes to make available to the other Users of the catalogue, the configuration information that the Customer may create, change or add.

It is a violation of these Terms to access and use information made available through Babelway for use elsewhere than in configuring data exchanges through the Babelway platform.

Article 10 – Cryptographic certificates and electronic signatures

Amongst other services, Babelway creates cryptographic certificates identifying Babelway environments. Babelway can make these certificates available to Customers to electronically sign messages. The signature generated by Babelway certificates qualifies as 'advanced signature' and can be used in document exchanges requiring an 'advanced signature' as defined in the Directive 1999/93/CE of the European Parliament and the Council 13 December 1999. When using Babelway certificates and electronic signatures, the Customer explicitly authorizes and mandates Babelway to certify and sign documents on its behalf.



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The Customer is sole responsible to verify that its use of Babelway certificates and electronic signatures is compliant to its regulatory obligations. Babelway shall not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and however arising further to the use of the identity certificates or electronic signatures.

Article 11 - General

A notice required or permitted to be given by either party to the other under these Terms shall be in writing and may be served personally or by first class prepaid recorded delivery or registered post or e-mail to the addressee at the following address:

To Babelway : at the postal address or e-mail address shown on Babelway's website or an alternative address which Babelway may give to the Customer.

To the Customer: at the postal address or e-mail address specified by the Customer when ordering the Services or an alternative address or e-mail address which the Customer may give to Babelway in writing.

If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

The rights and obligations of the Customer under the Contract are personal to the Customer and the Customer undertakes that it shall not, without the prior written consent of Babelway, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

Babelway reserves the right to sub-contract any of the work required to fulfill its obligations hereunder to a third party and/or to assign or transfer the Contract or part thereof to a third party.

Public Announcements: Babelway may use the Customer's name in press releases, product brochures and financial reports to indicate that the Customer is a customer of Babelway.

Despite all the care given to ensure correct translations of these present Terms in the different languages offered by Babelway, it may be the case that differences in interpretation occur depending on the language. In such a situation, for any dispute and document, in the case of contradiction between two versions, the language of reference is English.

The Contract and the rights and obligations of the parties shall be governed by and construed in accordance with Belgian law.

Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in French.