

GENERAL TERMS AND CONDITIONS OF SALE
APPLICABLE TO ELECTRONIC VOUCHERS

02/10/2018

ARTICLE 1. Scope of application

Monizze SA (hereafter “Monizze”) shall undertake to provide an electronic payment service of “the Meal Voucher”, “Eco-voucher” and/or “Gift Voucher” types, enabling Beneficiaries to instruct Monizze, by using the Card or any other method of electronic payment offered by Monizze, to make a payment in the form of electronic transfer of funds in favour of a third party, up to the amount of the balance available on the Beneficiary’s Account at the time of this instruction and in accordance with the current law applicable to the type of voucher concerned.

The Services Contract entered into by the Customer, and Orders completed by him/her, shall be permanently binding on him/her, Monizze being liable only through its acceptance of them. Any subscription by the Customer to one or more Monizze service, in particular through the Website or the Platform, shall automatically imply unconditional acceptance of these General Terms and Conditions of Sale, of which he/she acknowledges being informed, but not without such acceptance being conditional on a handwritten signature, in accordance with legal provisions.

These General Terms and Conditions set out the respective rights and obligations of Monizze and the Customer relating to the supply of Vouchers and all services supplied by Monizze to the Customer.

ARTICLE 2. Definitions

Beneficiary: the individual (employee, worker or other person working for the Customer) to whom Vouchers are issued at the Customer’s request in accordance with current Belgian legislation, the applicable Collective Labour Agreement or individual agreement, also the conditions of eligibility, or to whom any other service is supplied or distributed by Monizze. The person thus designated by the Customer shall become a Beneficiary of the Monizze system at the latest on the date of activation of his/her Card in accordance with the General Terms and Conditions of Use applicable to him/her. The Beneficiary’s uniqueness shall be guaranteed by using the national register number.

Card: card that is individual and personal to the Beneficiary named to be credited with the nominal value of Vouchers ordered by the Customer for the Beneficiary concerned and enabling authorisation on-line of a payment to a Merchant from his Beneficiary’s Account. Cards issued by Monizze are compatible for authorising transactions for Meal vouchers, Eco-vouchers and Gift Vouchers.

Customer: Monizze’s contracting partner, who intends to grant Vouchers or any other service to his workers.

Order: order stated by the Customer in the Orderfile. The Order must without fail be made by the Customer through one of the following secure channels: (i) by completing and validating the order file available at the platform’s “customer area” (ii) by downloading the Order file available at the platform’s “customer area”, then uploading once completed into the same “customer area” ; (iii) by sending Monizze, if necessary through a social secretary or third party duly authorised to do this by the Customer, a standard USS file over SFTP. (iv) by activating, if appropriate, an automatic monthly order as offered on the “customer area” Platform.

Beneficiary Account: Beneficiary Account that shows the individual Voucher balance available, accessible by using the Card or other method of electronic payment offered by Monizze that allows use of the payment service provided by Monizze in accordance with applicable legislation. The Beneficiary is the Account user. Therefore, a Beneficiary may have three types of Beneficiary Account available: the “Meal Voucher” Beneficiary Account, the Eco-Voucher” Beneficiary Account and/or the “Gift Voucher” Beneficiary Account.

Contract: For each type of Voucher concerned or any other service provided by Monizze, the entire contract made between the Customer and Monizze including, if applicable, the Orders (if applicable), the Services Contract, and these General Terms and Conditions (and any updates to them). The Contract may be made in French, Dutch or English. The Contract shall be archived and accessible.

Merchant: any trader or skilled freelance worker, natural person or legal entity, that has made an acceptance contract for the payment instrument(s) issued by Monizze, giving access to the Beneficiary's Account in accordance with applicable legislation.

Monizze: Monizze SA, limited liability company approved as an issuing institution for electronic meal vouchers and electronic eco-vouchers, with registered office at 1150 Brussels, 18 Avenue Roger Vandendriessche, and registered on the companies register under number VAT BE 0834.013.324 (e-mail: info@monizze.be). Monizze is subject to the control of the FPS Economy, Bld du Roi Albert II, 16 North Gate III, 1000 Brussels - <http://economie.fgov.be>.

Parties: the Customer and Monizze.

Platform: "Customer area" secure extranet platform designated by Monizze, dedicated to the Services accessible to Customers and Beneficiaries depending on the function, and accessible on the myMonizze.be site. The Customer has customised access to the "customer area" for management of his/her beneficiaries and orders. The Beneficiary also has customised access to a myMonizze Profile, a "beneficiary" interface to make use of functions and services offered by Monizze, accessible through the Monizze website or Monizze's dedicated mobile application.

Service: a service ordered by the Customer and supplied by Monizze. If applicable, additional services provided or distributed by Monizze are also mentioned.

Vouchers: Meal Voucher, Eco-voucher or Gift Voucher issued by Monizze (or any other future product issued by Monizze) enabling online authorisation of a payment to a Merchant, it being understood that the Beneficiary may use the Vouchers only for payment for products and services provided for under the legislation applicable to the type of voucher concerned.

Meal Voucher: Electronic meal vouchers issued by Monizze as an approved publisher, under the Monizze brand, as governed by article 19bis of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 revising the Royal Law of 28 December 1944 concerning social security for workers, by articles 183 to 185 of the law of 30 December 2009 concerning various provisions, also the Royal Decree of 12 October 2010 setting the conditions for approval and procedure for approval for publishers of electronic meal vouchers, implementing articles 183 to 185 of the law of 30 December 2009 concerning various provisions.

Eco-vouchers: Electronic eco-vouchers issued by Monizze as an approved publisher, under the Monizze brand, as governed by article 19quater of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 revising the Royal Law of 28 December 1944 concerning social security for workers, by articles 183 to 185 of the law of 30 December 2009 concerning various provisions, also the Royal Decree of 12 October 2010 setting the conditions for approval and procedure for approval for publishers of electronic meal vouchers, implementing articles 183 to 185 of the law of 30 December 2009 concerning various provisions.

Gift vouchers: Gifts in the form of electronic cheques issued by Monizze under the Monizze brand, and issued to Beneficiaries on certain special occasions, as governed by article 19, § 2, 4^o, of the Royal Decree of 28 November 1969, taken in enforcement of the law of 27 June 1969 revising the law-decree of 28 December concerning social security for employees.

Internet Site: the Monizze site, which is <https://www.monizze.be/fr> or <https://www.monizze.be/nl>

ARTICLE 3. Monizze's obligations

Monizze shall undertake to:

3.1 Create Beneficiary Accounts for each Beneficiary on the basis of data provided completely and accurately by the Customer.

3.2 Produce the Cards for (1) any Beneficiary, detailed in an Order, who does not yet have a Card (2) Replace any Card that is blocked by the Beneficiary and/or Customer after loss or theft (3) Any Card that has expired. Contractual costs associated with producing Cards will be charged to the Customer.

3.3 Deliver the Cards to the Customer at the address advised by the Customer together with all the necessary information relating to them, within ten (10) working days (not including Saturdays, Sundays or public holidays) of acceptance by Monizze of the Customer's Order and recording the Customer's payment, providing that the information detailed in the Order is complete and correct. Cards shall be delivered non-activated. Monizze shall notify the Customer or Beneficiary of the procedure to activate Cards.

3.4 Provide the customisation services chosen by the Customer and agreed to by Monizze

In cases of customisation, the Customer warrants unreservedly that he/she is entitled to make use of the wording requested, and therefore exempts Monizze from any liability in this regard, including for any violation of third parties' rights, and in particular for any infringement of intellectual-property rights.

3.5 Confirm to the Customer at the e-mail address stated in the Order or by any other suitable method, the order of nominal values of Vouchers.

3.6 Credit the Beneficiary Accounts with the value of Vouchers stated in the Order by the Customer, no later than by the validity start date of the Vouchers, providing that the Customer has received payment of the total nominal value of the Vouchers stipulated in the Order and services relating to them.

3.7 Notify the Beneficiaries and/or the Customer, by e-mail to the corresponding e-mail addresses given by the Customer and/or SMS, in accordance with the conditions stipulated in the Contract, when a Beneficiary Account is credited.

3.8 Provide the Beneficiaries with the functions for use as provided for in the General Terms and Conditions of Use, and in particular the following functions:

- Processing on-line of payment transactions made using Cards or any other method of electronic payment offered by Monizze;
- Debit the Beneficiary Accounts in 'first-in, first-out' mode, the vouchers with the shortest validity period being used first;
- Consultation of the balance and validity period of Vouchers, through a secure website, by telephone, over a mobile application, or by IVS (Interactive Voice Service) free of charge to the Beneficiary, or by SMS;
- Blocking the Card without charge (other than telephone communication charges) in the event of loss or theft through a secure website, mobile application, the independent Card Stop service or through Monizze's Beneficiary helpdesk, in accordance with the provisions set out in the General Terms and Conditions of Use;
- Replacement of blocked cards within 10 working days (not including Saturdays, Sundays or public holidays) with increase of the validity date for balances in the Beneficiary Account for a period of 10 days from the report of the Card's loss or theft;
- Replacement of a faulty card which is sent back to Monizze's address by recorded-delivery letter, within 10 working days (not including Saturdays, Sundays or public holidays) of its receipt by Monizze. A genuinely faulty card will be replaced at Monizze's expense. A Card considered operational will be returned with an administrative charge of €25.00. In the event of a fault caused by incorrect use, a new card will be produced at the charges stated in the Service Contract. In the case of replacement, the validity date for balances on the Beneficiary Account will be increased by 10 working days.

3.09 Maintain its IT systems and their functionality in compliance with current legislation applicable to Vouchers.

3.10 Invite establishments authorised and likely to accept Monizze Cards to join and become a Merchant and advise the Customer and/or Beneficiaries of the development of the acceptance network.

3.11 Inform the Customer of any new function or new payment methods that are compatible with his service. Inform the Customer of any new product or Service offered to the Beneficiaries by Monizze, whether or not subject to a prior registration application from them.

3.12 Implement all reasonable means at its disposal to ensure uninterrupted access to its Website, also to its Services, and in particular to enable the Beneficiary to have his/her Vouchers available without interruption.

The Beneficiary must notify Monizze as soon as possible of any technical problem or malfunction that he/she discovers when using Services or the Platform, in accordance with the provisions detailed in the General Terms and Conditions of Use.

Moreover, Monizze may intentionally interrupt access to the Website, Platform or certain Services without prior notice (1) in order to prevent or remedy a possible fault or failure of its hardware, software, or communication equipment, (2) if Monizze deems this necessary, in particular, and without limitation, in the event of a hacking attempt, misappropriation of funds, misuse/fraud, or (3) in order to perform maintenance or to implement enhancements/security.

Monizze will also be entitled to suspend access to Services to a specific Beneficiary (1) if it deems this necessary in order to prevent or remedy misuse or fraud or use of Services contrary to the purposes and General Terms and Conditions of Use, (2) if they have reasonable suspicion of such misuse/fraud/use, or (3) in order to comply with requests or instructions from official bodies, organisations or authorities.

3.13 Process all the Beneficiaries' personal data received from the Customer in accordance with the latter's instructions (acknowledging that it is Processing Controller), the General Terms and Conditions of Use and the legal or regulatory provisions applicable concerning protection of privacy (<https://www.monizze.be/content/uploads/2018/09/Privacy-Policy.pdf>) and concerning electronic communications.

ARTICLE 4. The Customer's obligations

The Customer undertakes to:

4.1 Provide Monizze, at any time and in particular at the time of his/her Order or registration for one or more Monizze services, with accurate and complete information, including personal data relating to the Beneficiaries, to enable Monizze to (1) create the new Beneficiary Accounts and Cards, (2) credit them, (3) validate them in accordance with relevant legislation, and (4) update any information notified for operation of the Service (for example, the status of a Beneficiary); and notify Monizze of any information relating to the Beneficiary that is reasonably needed by Monizze in order to fulfil its obligations under the Contract;

4.2 Place Orders only through the secure channels described in article 2. Failing this, the Order will not be taken into consideration. Furthermore, the Customer shall remain solely responsible for the data notified by an order that is not made through secure channels. The Customer shall undertake to place his Orders with due care. Identification of errors and their correction before the order is made shall be possible only in the case of completion and validation of the Order Form on-line as described in article 2 to the exclusion of the other order channels.

4.3 For Meal Vouchers and Eco-Vouchers, ordering the Vouchers for the number of Beneficiaries notified in the Services Contract, from the date stated in the Services Contract and on the due dates agreed in the Services Contract. By default, the Orders for Meal Vouchers shall be monthly.

4.4 Obtain and guarantee the Beneficiary's authorisation, where this is legally required, to enable Monizze to legally use his/her personal data for the strict purpose of enabling the Service to operate correctly; in particular, concerning transaction security and Beneficiary identification and, in general, to comply with all their obligations by way of legal or regulatory provisions applicable concerning privacy protection (<https://www.monizze.be/content/uploads/2018/09/Privacy-Policy.pdf>) with regard to processing personal data.

4.5 Comply with current legislation regarding Vouchers, including, but not limited to, civil and social laws, and handling tax benefits. The Customer shall undertake to defend, guarantee and indemnify Monizze against prejudice or loss, also against any complaint or appeal relating to non-compliance with the obligations in this article.

4.6 Fulfil, in accordance with article 5, his/her payment obligations for the total amount of the nominal values of Vouchers and charges due that are associated with all Services, into the accounts designated by Monizze;

4.7 Authorise Monizze to offer additional services, if applicable subject to an individual agreement in advance by the Beneficiaries, provided that those proposals are compliant with current legal provisions;

4.8 The Customer confirms having received and read the General Terms and Conditions of Use - accessible on the Monizze Website and mobile application - which link the Beneficiary to Monizze. The Customer shall send them to the Beneficiaries, and advise them that, by activating the Cards, they agree to the General Terms and Conditions of Use and any updates thereto. The Customer shall guarantee and vouch for the acceptance and compliance by all Beneficiaries of said General Terms and Conditions and any updates to them. The Customer shall undertake to defend, guarantee and indemnify Monizze against any prejudice or loss, and against any complaint or appeal by third parties (including the Beneficiaries) resulting from any behaviour that is contrary to the General Terms and Conditions of Use by one of its Beneficiaries. This article 4.8. is also applicable to any other contractual document relating to a service provided by Monizze to the Beneficiary, in accordance with the Service Contract concluded between Monizze and the Customer;

4.9 In case of an Order error, whether it be made by the Customer or a third party duly authorised to do so - for example the Customer's social secretary or trustee - or change of order, or any other additional service not provided for in the Contract, that requires an intervention by Monizze's support service, the Customer shall undertake to reimburse Monizze for the costs associated with mobilising its support service, based on a rate of 50.00 euros/hour, with a minimum of 90.00 euros (excluding VAT) per request for administration service fees.

4.10 Pay the costs for issuing Cards, including the costs of replacing the Card in the event of loss, theft or deterioration making it unusable;

4.11 Accept liability for the loss, theft or deterioration of Cards between delivery by Monizze and their issue to Beneficiaries;

4.12 Provide a valid postal address and e-mail address in the Services Contract. The Customer shall agree that any mail sent to him/her at one of those addresses is considered as having been validly sent.

4.13 The Customer shall undertake to update his/her personal data, either in the Platform's Customer area, or by notifying it to the Monizze customer service.

ARTICLE 5. Price and Payment

5.1 Vouchers are sold at a price equivalent to their nominal value, stated in the Services Contract. The price conditions for Services are clearly stated in the Services Contract.

5.2 Monthly payments for the nominal value of Vouchers must be made on the date specified in the Special Terms and Conditions shown in the Services Contract or, failing this, no later than on receipt of the transfer or payment request relating to them. Such payments shall be made to the third-party account stated by Monizze, in accordance with current legal provisions.

5.3 Payment for Services and applicable taxes shall be made monthly, at the same time as payment of the nominal value of the Vouchers. Such payments shall be made to the bank account stated on the invoice. Costs associated with producing Cards, their replacement, delivery and other related costs shall be paid upon receipt of the invoice. The Beneficiary Accounts will be credited only once all invoices owing are duly paid.

5.4 Payments may be made, at the Customer's choice, by bank transfer to the Monizze company accounts stated by Monizze or may be the subject of a SEPA direct-debit standing order, after receipt of the corresponding direct-debit authorisation.

5.5 Without prejudice to the above provisions, any delay in payment will lead to, as of right and without official notification, application of late payment interest at the rate provided for by article 5 para. 2 of the law of 2 August 2002 concerning combating late payment in commercial transactions. In addition, any delay in payment shall authorise Monizze to suspend the Service, as of right and without formal notification, until complete payment of the sums due.

5.6. The Beneficiary, holder of a Card and a Voucher shall remain responsible for the use made of them at all times. He/she shall also be responsible in the event of loss, theft, loan or damage to the Card or Voucher.

ARTICLE 6. Price index-linking and revision

6.1 Prices shall be valid for a period of twelve (12) months from the date of signing the Services Contract.

6.2 Monizze will annually index-link prices for services on the anniversary date of the Service Contract in accordance with the following formula: $(\text{New amount}) = (\text{old amount}) \times (0.2 + 0.8 \times (\text{new index}/\text{initial index}))$. The index used is the index linked to the cost of labour as calculated by Agoria. The 'initial index' is the one of the month preceding the date of signature of the Service Contract. The 'new index' is the one of the month preceding the anniversary date of the signing of the Service Contract. Should the Agoria index no longer be published, or undergo major changes in its content and form, an equivalent index will be selected, subject to prior notification to the Customer.

6.3 Prices and rates agreed in the Services Contract are set on the basis in particular of information advised on the date of signing the Services Contract, such as the number of Beneficiaries and the services ordered. From the first anniversary of the Services Contract, Monizze reserves the right to revise all or part of the Price for its services, subject to advance notice of 3 months, notified to the Customer by e-mail. In the event that the Customer does not agree to that revision, and as a derogation from the contract duration stated in article 8.1 of these General Terms and Conditions, the Customer will be entitled to end the Services Contract on the date of the new Price coming into effect, subject to notification, by recorded-delivery letter at least 15 days prior to that date. Otherwise, the revised Price will be considered as having been accepted without reservation by the Customer. Without prejudice to the above, any payment of an invoice applying the modified Price shall constitute acceptance of the revised Price.

6.4. Notwithstanding the above, if the number of Beneficiaries cited in article 4.3 or the annual nominal value of the order notified by the Customer were to change by 15% or more (either up or down), the Customer will notify that change to Monizze. The Customer shall expressly agree that, in this event, Monizze shall review its pricing.

ARTICLE 7. Invoicing

Invoicing shall be done electronically.

Electronic invoices will be made available to the Customer on the Platform and sent by e-mail to the address stated by the Customer. Monizze shall guarantee the authenticity of the origin of invoices issued electronically, the integrity of their content and their readability. Irrefutable evidence of these electronic invoices shall be expressly accepted by the Customer.

ARTICLE 8. Duration and termination of the contract

8.1 Unless specifically provided to the contrary, the Contract shall be made for a fixed duration which cannot be less than one (1) year, commencing on its date of signing. Thereafter, the Contract shall be renewed by tacit agreement for further one-year terms, unless one of the Parties terminates the Contract subject to a prior notification by registered letter at least two (2) months before renewal.

8.2 In the event of failure by the Customer in his obligations under the Contract, and in particular in the event of failure in the obligations cited in article 4 and 5, Monizze shall be authorised to terminate the contract as of right, if such failure is not remedied in full within 14 days of notice being served by Monizze.

8.3 Termination of the Contract (including early termination) at the blame and to the prejudice of the CUSTOMER, for any reason whatever shall result, as of right and without official notification, in the Customer's obligation to compensate Monizze for any prejudice suffered caused by or during such termination, and in particular loss of revenue resulting from it, this being set at the price for the supply of services which would have been obtained by Monizze for the period of the Contract still to run from the date of termination, calculated on the basis of the average provision of services invoiced to the Customer during the entire period of the Contract in effect prior to termination or, failing this, on the basis of information notified in the Services Contract, without prejudice to Monizze's right to claim a greater amount, in the event of greater prejudice. Monizze will invoice the Customer for the amount corresponding to the above compensation.

8.4 In the event of termination, Monizze will continue to provide Services to the Beneficiaries until expiry of the balance of their Beneficiary accounts.

8.5 This contractual relationship will be terminated as of right in case of the Customer going bankrupt, or in the event of approval of an application for judicial reorganisation of the Customer.

ARTICLE 9. Intellectual property rights

All the intellectual property rights (including, but not limited to, copyright and protection of computer programs and databases) relating to Services, Payment Means, the Website of the Platform shall belong to Monizze, one of its subsidiaries, licensors or suppliers.

The Contract shall not have an effect of alienating, totally or partially, said intellectual property rights to the Customer or Beneficiaries.

ARTICLE 10. Data protection

Monizze and the customer shall ensure that they are in compliance with their obligations in relation to Belgian legislation applicable to protection of privacy and personal data at all times, as well as with the Regulation (EU) 2016/679 of 27 April 2016 (Regulation relating to the protection of individuals' data with regard to the processing of personal data). The Customer who provides or makes data accessible to Monizze under this Contract guarantees that he/she is entitled to transmit the personal data required in order to fulfil this contract, in accordance with the rules applicable concerning data protection.

Monizze will process those data in accordance with the conditions provided for under its Privacy Policy (<https://www.monizze.be/content/uploads/2018/09/Privacy-Policy.pdf>) which will be updated in relation to the Regulation mentioned above, with the main purpose of implementing the Service to the Client and the Beneficiary in compliance with the applicable laws and offering them any new product that in particular covers the management and archiving of payments and other transactions, reimbursement of electronic funds, administration and management of contractual relationships, management of websites and platforms made available to the Beneficiary as part of this, checking and testing the IT systems used, verifying the regularity of transactions and preventing any irregularities (preventing money-laundering, misuse and fraud, etc.).

Monizze shall undertake not to communicate a Beneficiary's personal data to third parties, except to its suppliers or subcontractors, where such communication is essential in order to implement Services and manage the contractual relationship with the Customer.

Monizze shall be entitled to communicate personal data to any Belgian or foreign legal or administrative authority provided that it has to do so by virtue of current legislation (documents on Beneficiaries, their electronic money and the transactions carried out etc.)

The period to process personal data will be limited to that strictly necessary to enable Monizze to exercise its rights and fulfil its contractual and legal obligations.

The Beneficiary, and any other person concerned by processing of his personal data shall have a right to access his personal data, and have the right to obtain correction of inaccurate data concerning him either by sending a letter to Monizze with a photocopy of his identity card, by following the procedure provided for this purpose on the secure myMonizze site, or by sending an e-mail to this effect to: privacy@monizze.be.

ARTICLE 11. Limitation of liability

11.1 Monizze shall be liable only for fraud or gross negligence on its part. Within legally authorised limits, they shall not be held liable for minor negligence (whether an isolated case or not).

In no circumstances can Monizze be held liable *vis-à-vis* the Customer or Beneficiary for any prejudice caused by instances of *force majeure* or measures taken by official European or Belgian authorities. Consequently, and without this list being exhaustive, they shall not be liable for adverse consequences (including, but not limited to, non-availability of the Card, Vouchers, Platform or myMonizze application, delays in delivery, etc.) that arise directly or indirectly from

any situation outside its reasonable control, and in particular from (1) fire or flood, (2) power failure, (3) strike by its staff or one of its suppliers or subcontractors, (4), pandemics (5) errors or (6) technical disruption or (7) other activities of Belgian or foreign services for telegraph, telephone, postal service, private transport companies or mobile-phone operators.

In no circumstances can Monizze be held liable for any payment or other problem that occurs following (1) errors or inaccuracies in information provided by Merchants to their customers relating to use of the payment system offered (in particular an error in the Shortcodes entered, etc.), (2) any technical or other problem that may arise with a Merchant.

Monizze shall not be liable for any indirect or consequential prejudice, whether of a financial, commercial or other nature, such as loss of data, loss of revenue, increases in general expenses, disruption of business, claims by third parties (including Beneficiaries), loss of reputation or savings that might result from, or be associated with, Services.

In a situation where Monizze's liability might be invoked, their aggregated liability will in all cases be within legally-permitted limits, restricted to prejudice that forms the necessary, direct, foreseeable and unavoidable consequence of fault by Monizze, and may in no circumstances exceed the sum corresponding to 6 months' provision of services, calculated on the average invoiced to the customer within the 12 months preceding the last claim-generating event, with a maximum of ten thousand (10,000) euros per year, including all prejudice and claim-generating events.

11.2 The Customer shall bear the entire risk of any malicious activities that are attributable to him/her or his/her Beneficiaries of Monizze Services, and shall be liable in full for misuse and/or fraud that members of his/her staff or other workers might commit in using Monizze products and Services, and shall be liable in full *vis-à-vis* Monizze and third parties for actions by his/her employee(s).

Monizze reserves the right to terminate its contract with the Customer, without prior notice or compensation, if the Customer or his employees (1) use Services for fraudulent purposes, or (2) fail to comply, or ensure compliance with, the terms of the Contract or the General Terms and Conditions of Use.

ARTICLE 12 Transfer and Subcontracting

12.1 The Customer may not assign his/her rights and obligations under this Contract, nor relieve him/herself of them in any other way, without prior written approval from Monizze. Any attempt at an assignment in violation of this article will be null and void for Monizze.

12.2 The Customer shall expressly authorise Monizze to utilise subcontractors.

ARTICLE 13 Applicable law and jurisdiction

The Contract is subject to Belgian law.

Any dispute relating to it that cannot be settled amicably shall be subject to the sole jurisdiction of courts of the District of Brussels. For the purposes of this document and anything subsequent thereto, the Customer elects domicile at the address stated in the Services Contract, to which all communications and notifications of legal or extra-legal documents will validly be made.

ARTICLE 14 General

14.1. These General Terms and Conditions are applicable to the exclusion of all others, and may be consulted at any time on the Website. The Customer shall waive any enforcement of his own General and Special Terms and Conditions, even if these specify that they alone apply. If one or more provisions of the Contract were to be deemed illegal or inapplicable by virtue of a legal or official ruling, its other provisions would not be affected by this, and the provision(s) concerned will, as far as possible, be replaced by one or more provisions with an equivalent effect.

14.2 Monizze reserves the right to amend these General Terms and Conditions; in particular, but without limitation, in the event of a change in legislation to be applied to the Voucher or service provided by Monizze. The amended General Terms and Conditions will be notified to the Customer by e-mail at least two (2) months before coming into effect. Without prejudice to the above, any fulfilment of the Contract, and in particular the payment of invoices or validation of Orders, shall imply acceptance of the amended General Terms and Conditions.

14.3 In the event of any inconsistency or incompatibility between the contractual provisions, documents will prevail in the following order of priority:

1. The Service Contract;
2. The Order file;
3. These General Terms and Conditions.
4. The Special Conditions issued by Monizze and applicable, if necessary, to additional services.

14.1 No delay, failure or renunciation of exercising or partially exercising of any right or remedy by either of the two Parties will have the effect of limiting, altering, excluding or cancelling that right or remedy, or result in its abandonment, or assigning it in any other way.