

Terms and Conditions

In these General Terms and Conditions, the following terms have the following meanings:

Part I: General Terms and Conditions

Services

All services provided or to be provided by Openbeauty in any manner, including SaaS Services and Other Services.

Customer

Any natural person or legal entity with whom Openbeauty intends to enter into, is entering into, or has entered into a legal relationship.

Supplier

Any licensor, subcontractor, and/or other supplier of Openbeauty.

Agreement

Any agreement and/or other legal relationship between the Parties regarding the provision of Services and related matters.

Other Services

All services of any kind provided or to be provided by Openbeauty to the Customer, excluding SaaS Services.

Parties, respectively Party

Customer and/or Openbeauty.

SaaS Services

All Software-as-a-Service (SaaS) services and related services provided or to be provided by or on behalf of Openbeauty via the internet to the Customer.

Openbeauty

Openbeauty LLC, a public limited liability company, with its registered office in Antwerp, or any other legal entity that intends to enter into, is entering into, or has entered into a legal relationship with the Customer and has declared these General Terms and Conditions applicable to that legal relationship.

Remuneration

The remuneration(s) payable by the Customer to Openbeauty as consideration under the Agreement or as described in these general terms and conditions.

Working Day

A calendar day from 08:00 a.m. to 05:00 p.m., excluding weekends and officially recognized public holidays in Belgium.

1. General Terms and Conditions, Conclusion and Duration of Agreement

These General Terms and Conditions apply to all Agreements. Any other general terms and conditions, including those of the Customer, will be expressly rejected. Deviations from these General Terms and Conditions are only valid if expressly and in writing agreed upon between Openbeauty and the Customer.

The Agreement between the Customer and Openbeaut will be established through online registration on the Openbeauty website, where the Customer can create an account and take out a subscription.

The Agreement will be entered into for an indefinite period of time and, either party will be able to terminate the Agreement with due observance of a notice period of at least one (1) month.

2. Trial

Openbeauty provides the opportunity to use a free trial version of the SaaS services (hereinafter referred to as the "Trial account") before entering into an Agreement. No Remuneration is due for this Trial account, and it is available for a trial period of fourteen (14) days.

Upon the expiration of the trial period, Openbeauty reserves the right to delete the Customer's data without prior notice unless the Parties have timely entered into an Agreement.

3. Services

After the conclusion of the Agreement, Openbeauty begins to provide the Services.

The Services are provided on an "as is" basis and are fully accepted at the time of delivery (in the case of SaaS Services: granting access to the Services). The use of the Services by the Customer and its direct and indirect consequences are entirely the responsibility and risk of the Customer.

Openbeauty reserves the right to modify, replace, suspend, or block the (access to) Services, for example, scheduled (maintenance and related) downtime of the SaaS Services. Openbeauty will announce in advance as much as possible when there is downtime. The Customer remains obligated to pay the Remuneration without prejudice.

In the event of a malfunction in the SaaS Services, the Customer may contact Openbeauty's support desk during Working Days. The Customer is not required to pay a fee for the use of support, provided that it is done in a reasonable and fair manner.

4. Remuneration and Payment

The Customer is liable to pay a periodic Remuneration for the services provided by Openbeauty, based on the established rates announced by Openbeauty and expressed in Euro (EUR), unless otherwise agreed upon. All rates and fees are exclusive of taxes (such as VAT) and other levies unless otherwise stated in writing.

Invoices from Openbeauty are to be paid promptly and no later than thirty (30) days from the invoice date, unless other written payment arrangements have been made between the parties. Payment must be made without set-off, discount, or suspension and can be made through direct debit, bank transfer, credit card, or other payment methods.

Openbeauty reserves the right to adjust the applicable Fees, rates, and prices annually within reasonable limits, based on the index figure for Collective Labor Agreement wages (including special bonuses) for Private companies, as published by the Central

Bureau of Statistics. Openbeauty will notify the Customer in writing of these adjustments at least one (1) calendar month prior to the effective date.

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If the Customer fails to pay the amounts due within the specified period, the Customer is liable for interest on the outstanding amount, without further notice and without prejudice to Openbeauty's other rights, at a rate of 15% per month or the statutory commercial interest if it is higher. Additionally, Openbeauty reserves the right to suspend the execution of the Agreement, among its other legal rights.

5. Customer Obligations

The Customer undertakes to ensure that all information provided to Openbeauty is complete and accurate. If there are any changes to this information, the Customer must immediately notify Openbeauty.

The Customer is solely responsible for the security of the data that grants access to the Openbeauty platform, particularly being the use of strong passwords. The Customer is also responsible for the use of the Services, the data, and the content, as well as maintaining the confidentiality of the access and its use. The Customer must use the Services within the limits of the Agreement, these General Terms and Conditions, and the applicable laws and regulations, including privacy laws regarding personal data.

The Customer indemnifies Openbeauty against claims from third parties arising from the execution of the Agreement and/or the use of the Services by the Customer.

6. Obligations of Openbeauty

Openbeauty will provide qualified personnel and make efforts to perform the delivery of the Services to the best of its abilities.

Openbeauty aims for continuous availability of the SaaS Services, twenty-four (24) hours per day, seven (7) days per week. However, Openbeauty cannot guarantee uninterrupted and error-free functioning of the Services. In the event of unavailability of the Services, the Customer remains obligated to pay the Remuneration unless the unavailability lasts longer than one working day. In that case, Openbeauty will apply a discount to the Remuneration proportionate to the duration of the unavailability of the Services.

Openbeauty is not liable for any damages resulting from shortcomings of its suppliers. The Customer grants Openbeauty the authority (power of attorney) to accept any liability limitations of third parties on behalf of the Customer.

Except as expressly provided in these General Terms and Conditions and the Agreement, all explicit and/or implicit, whether legally enforceable or not, terms, warranties, conditions, and obligations relating to Openbeauty's performance of any Agreement, to the extent permitted by law, are excluded.

7. Confidentiality & Personal Data

Openbeauty and the Customer undertake not to disclose any sensitive business information or other confidential information to third parties without the consent of the other party.

In the performance of the Services, personal data of the Customer's customers and employees are processed. The Data Processing Agreement in the attached document applies to these data processing activities. Personal data will always be treated as confidential information.

8. Intellectual Property

The Customer retains all rights and powers regarding their own data and information. Openbeauty and its Suppliers are the exclusive rights holders of the Services, including all intellectual property rights. The Customer is granted a non-transferable and non-exclusive right to use the Services for the duration of the Agreement, limited to the

normal use of the Services. No other usage rights or powers regarding the Services are granted.

The Usage Right includes loading and executing the Services within the subscribed plan. Unauthorized use of the Services may result in additional fees and other legal measures by Openbeauty. Technical measures may be taken to protect the Services and restrict their use.

For Services provided by Suppliers, the terms and conditions of the respective Supplier apply.

9. Liability

Openbeauty is only liable for direct damages resulting from a proven failure, unless there is intent or gross negligence on the part of the management of Openbeauty. The maximum compensation that Openbeauty is liable for in relation to the Services shall never exceed the amount of the fee (excluding VAT) charged by Openbeauty to the Customer during the six (6) months preceding the event that caused the damage. Direct damages do not include indirect damages, such as consequential damages, lost profits, lost savings, damages due to business interruption, and damages resulting from loss or damage of data. In case of intent or gross negligence on the part of the management of Openbeauty, the liability is limited to a maximum amount of EUR 10,000 per event, with a series of related events being considered as one event.

The Customer must notify Openbeauty in writing within thirty (30) days, or as soon as reasonably possible after the Customer could reasonably have become aware of the damage, in order to claim compensation.

Openbeauty is not liable for the total or partial non-performance of obligations under the Agreement if it cannot be attributed to Openbeauty, nor to its fault, nor to legal provisions, legal acts, or generally accepted standards (regardless of foreseeability). This also includes failures of Openbeauty's Suppliers.

10. Termination

Each party has the right to terminate the Agreement with Openbeauty immediately and without further notice or judicial intervention by means of a registered letter in the following cases: (i) the other party applies for suspension of payments or is declared bankrupt, or (ii) the other party is a legal entity and is dissolved.

The Agreement may be terminated by either party with a notice period of at least one (1) month.

11. Final Provisions

Openbeauty reserves the right to transfer or subcontract its rights and obligations under any Agreement, in whole or in part. Unless otherwise stipulated in the Agreement, the Customer is not entitled to cancel, terminate, or transfer the Agreement (in whole or in part).

Changes or additions to the Agreement or these General Terms and Conditions are only effective if expressly agreed upon in writing between the Customer and Openbeauty, unless otherwise specified in the Agreement or these General Terms and Conditions.