

Agreements

Effective Date: August 1, 2023

Service-Level Agreement (SLA) for OrderLemon E-commerce Platform

This Service-Level Agreement ("SLA") is entered into between Fabulor NV a Belgian Company with the VAT number: BE0784984079 (hereinafter referred to as "OrderLemon") and BV AANHANGWAGENS VERMEIR FRANK (hereinafter referred to as "Customer"), with a legal address in Aarschotsesteenweg 355, 3111 Rotselaar, BE, under the VAT number 0473187081 for the provision of e-commerce services utilizing WhatsApp and Facebook Services. This SLA outlines the terms and conditions under which the services will be provided.

1. Service Description

OrderLemon is a provider of e-commerce services, utilizing Web, Online Payments, Machine Learning, Marketing, Instagram, Google, WhatsApp and Facebook Services, to facilitate the sale and distribution of products and services.

2. Ownership and Data Rights

2.1 Ownership of WhatsApp Account

OrderLemon will maintain ownership of the WhatsApp account used for communication and transactions related to the e-commerce platform at all times during the term of this agreement.

2.2 Data Ownership

OrderLemon shall be the sole owner of all data collected or generated in connection with the activities of the e-commerce platform, including but not limited to customer information, transaction records, and any other data related to the operation of the platform. Customer data rights are subject to compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) of the European Union.

3. Compliance with GDPR

OrderLemon, being located in Belgium, is bound by the GDPR laws of the European Union. All processing of personal data by OrderLemon shall comply with the GDPR, and OrderLemon shall act as a data controller with respect to any personal data processed in connection with the e-commerce platform.

4. Dispute Resolution

Any disputes arising from or relating to this SLA shall be exclusively and definitively resolved through negotiation and mediation. If the dispute cannot be resolved amicably through negotiation and mediation, it shall be submitted to the competent courts of Belgium for final adjudication. Both parties agree to submit to the jurisdiction of the Belgian courts for any such dispute.

5. Service Availability

OrderLemon will make commercially reasonable efforts to ensure the availability and reliability of the e-commerce platform utilizing WhatsApp and Facebook Services. However, OrderLemon does not guarantee uninterrupted service and shall not be liable for any downtime or service interruptions that may occur.

6. Service Level Agreements

OrderLemon will provide service in accordance with the following Service Level Agreements:

6.1 Response Times

OrderLemon will respond to customer inquiries and support requests within a reasonable timeframe, typically within 48 hours during regular business hours.

6.2 Data Security

OrderLemon will implement appropriate technical and organizational measures to protect customer data in accordance with GDPR requirements.

6.3 Service Updates and Maintenance

OrderLemon may perform scheduled maintenance and updates to the e-commerce platform. Advance notice will be provided to the Customer, and every effort will be made to minimize service disruptions during these periods.

7. Termination

Either party may terminate this SLA with written notice to the other party if the other party breaches a material term or condition of this agreement and fails to remedy such breach within 30 days of receiving written notice thereof.

7.1 Termination fees for yearly subscriptions

If more than 30 days has passed after the initial subscription of a shop and WhatsApp account OrderLemon will never provide any compensation nor any invoiced amount to the Customer.

7.2 Termination fees for monthly subscriptions

OrderLemon will never provide any compensation nor any invoiced amount back to the Customer. All extra fees

occured during that month will be invoiced and paid by the customer on the same day of termination, any failure to do so, an interest of 5.2% will be applied to the total unpaid fees owned by the customer to OrderLemon.

7.3 Termination miscellaneous

The Customer renounce to any claim of ownership over any phone number, WhatsApp Account, Instagram Account, Website, graphics and video material provided by OrderLemon or the right to claim such services or elements as property of the Customer.

8. OrderLemon E-commerce Restrictions, Infringement and policies

8.1 Definitions, Catalogue: A catalog is a container that holds information about the items you want to advertise or sell across Facebook and Instagram. The platform to create and manage your catalog is Commerce Manager.

8.2 Type of items allowed in the OrderLemon Catalogue: OrderLemon Shops are for selling physical goods. Items containing a different type of inventory such as hotels, flights, destinations, vehicles or home listings are not allowed by Meta and OrderLemon.

8.3 Illegal products

The Customer may not transact in the operations or exchange of illegal products or services.

8.4 Drugs, whether prescription, recreational, or otherwise

The Customer may not transact in the sale of illegal, prescription, or recreational drugs. Manufacturers and healthcare services who do not engage in direct sale are allowed.

Examples:

- Drugs, including marijuana and marijuana products
- Drug paraphernalia, including pipes and bongs
- Prescription drugs

8.5 Tobacco items and related paraphernalia

The Customer may not transact in the sale of tobacco products or tobacco paraphernalia.

Examples:

- Cigarettes, cigars, and chewing tobacco
- Tobacco pipes and paraphernalia
- Tobacco rolling machines
- Hookahs
- Bongs
- Rolling papers
- Electronic cigarettes (E-cigarettes) or tobacco devices

8.6 Alcohol

The Customer may not transact in the sale of unsafe ingestible supplements, as determined by WhatsApp in its sole discretion.

8.7 Weapons, ammunition, or explosives

The Customer may not transact in the sale or use of weapons, ammunition, or explosives.

Examples:

- Firearms and firearm parts
- Paintball guns
- BB Guns
- Fireworks
- Pepper spray
- Tasers
- Gun ranges
- Gun shows

8.8 Animals

The Customer may not transact in the sale of any animals.

Examples:

- Live animals
- Livestock
- Prohibited animal parts, including but not limited to bone, teeth, horn, ivory, taxidermy, organs, external limbs, secretions, or carcasses
- Any product or part, including but not limited to leather, skin, hide, fur, wool, or hair from any dogs, cats, and endangered or threatened animals

8.9 Adult products or services

The Customer may not transact in the sale or use of adult products or services

- Sex toys
- Videos or live shows for adult entertainment
- Sexual enhancement products
- Sexually suggestive services

8.10 Body parts and fluids

The Customer may not transact in the sale of human body parts or fluids.

- Blood
- Hair extensions and wigs
- Urine
- Body parts
- Organs
- Human tissue
- Teeth

8.11 Medical and healthcare products

The Customer may not transact in certain healthcare products, including medical devices, and smoking cessation products containing nicotine. Manufacturers and healthcare services who do not engage in direct sale are allowed.

- Contact lenses
- Bandages and braces for physical injuries
- Thermometers
- Testing kits for medical conditions or diseases
- Breast pumps
- First-aid kits
- Nicotine patches
- Nicotine gum

8.12 Medical and healthcare products

The Customer may not position products or services in a sexually suggestive manner.

- Implied nudity
- Implied sexual acts
- Zoomed-in sexual images

8.13 Real money gambling services

Real money gambling services

The Customer may not transact in or facilitate gambling, games of skill, or lotteries, including online casinos, sports books, bingo, or poker if it costs money.

8.14 Dating services

The Customer may not transact in or facilitate online dating services.

8.15 Products or items that facilitate or encourage unauthorized access to digital media

The Customer may not transact in the sale of devices that facilitate or encourage streaming digital content in an unauthorized manner or interfering with the functionality of electronic devices.

Examples:

Add-on equipment for streaming devices such as keyboards and remotes

Sale of streaming devices loaded with software that facilitates unauthorized access to content

Jailbroken or loaded devices

Jamming or descrambling devices

Wiretapping devices

8.16 Digital and subscription services, including links to or processing of any subscription sales, renewals, or upgrades

The Customer may not transact in the sale, including renewals and upgrades, etc., of digital content, digital subscriptions, or digital accounts.

Examples:

- Downloadable content, including PDFs, music, games, movies, etc.

- Digital accounts, including games accounts

- Digital subscriptions and internet streaming services, including TV, Mobile, etc.

- Digital coupons

8.17 Business models, goods, items, or services that we determine may be or are fraudulent, misleading, offensive, or deceptive, or may be or are exploitative, inappropriate, or exert undue pressure on targeted groups

The Customer may not transact in deceptive, false, misleading, or offensive offers or products.

Examples:

- Multilevel marketing

- Penny auctions

- ICOs and binary options

- Payday loans, paycheck advances, P2P lending, debt collection, and bail bonds

- Diet, weight loss, or other health related products that imply or attempt to generate negative self-perception

8.18 Real, virtual, or fake currency

The Customer may not transact in the sale of real, virtual, or fake currency.

Examples:

- Real money (cash or cash equivalent instruments and coins)

- Replica or prop money

- Digital or cryptocurrency

- Active bank credit or debit cards

- Store credit cards or coupons

- Pre-paid credit or debit cards

- Checks or checkbooks

- Equipment to create counterfeit currency or financial instruments

8.19 Third-Party Infringement

Transactions may not contain content that infringes upon or violates the intellectual property rights of any third party, including copyright or trademark. This includes, but is not limited to, the sale of counterfeit products, such as goods that copy the trademark (name or logo) and/or distinctive features of another company's products to imitate a genuine product.

Examples:

- Counterfeits, knockoffs, or replicas of branded goods, or posts offering goods that are likely to confuse consumers about the source, sponsorship or affiliation of those goods.

- Unauthorized or pirated copies of copyrighted works, such as videos, movies, TV shows and broadcasts, video games, CDs or other musical works, books, etc.

9. Commerce Policy

9.1 The Customer is solely responsible for transactions and providing any sales terms, privacy terms or other terms applicable to the Customer interactions with its own clients.

9.2 OrderLemon is not responsible for processing, paying for, or fulfilling any sales relating to the Customer transactions paid in the store, or otherwise that do not include an online payment via OrderLemon authorized payment gateway.

9.3 The Customer is solely responsible for determining, collecting, withholding, reporting, and remitting all applicable taxes, duties, fees and additional charges for sales relating to the Customer transactions.

9.4 The Customer may only use OrderLemon authorized payment gateways for all the online payments via the accounts of WhatsApp, any failure to do so will apply the same fees per transaction initiated via OrderLemon services, and platform.

9.5 OrderLemon fees per order are fixed to 0.35 euro cents, in addition to 1.5% of the total amount paid by the client to the Customer either online, or otherwise.

10. Miscellaneous

10.1 Entire Agreement

This SLA constitutes the entire agreement between OrderLemon and the Customer and supersedes all prior agreements and understandings, whether oral or written.

10.2 Amendment

This SLA may be amended only in writing and signed by the Customer.

10.3 Governing Law

This SLA shall be governed by and construed in accordance with the laws of Belgium.

OrderLemon Data Processing Terms ("Data Processing Terms")

Definitions. For the purposes of these Data Processing Terms, the following terms have the meanings set out below:

"Personal Information" means any information relating to an identified or identifiable natural person ("Data Subject") who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, an online identifier or to one or more factors specific to that natural person. The term "Personal Information" also covers information relating to deceased natural persons and/or juristic persons where this is required under applicable Data Privacy Law.

"Personal Information Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed under these Data Processing Terms.

"Processing" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

"Controller" means the natural or legal person, public authority, agency or other body which determines the purposes and means of the processing of Personal Information.

"Processor" means a natural or legal person, public authority, agency or other body which processes Personal Information on behalf of the Controller.

Other capitalized terms used but not defined herein have the meanings set forth in the Business Terms or are otherwise defined contextually within these Data Processing Terms.

Applicability. These Data Processing Terms apply to the extent that the Business Terms state that OrderLemon Processes Personal Information in your Customer Data as your Processor. In the case of an express conflict between these Data Processing Terms and the Business Terms, these Data Processing Terms will govern solely to the extent of the conflict.

Our Obligations as Processor. To the extent required by applicable Data Privacy Law, OrderLemon and you agree to the following:

OrderLemon shall only Process Personal Information in accordance with your instructions as set out in the Business Terms and these Data Processing Terms.

OrderLemon confirms that:

the duration, subject matter, nature and purpose of the Processing shall be as specified in the Business Terms;

the types of Personal Information Processed comprise customer contact information as described in the Business Terms;

the categories of Data Subjects comprise customers with whom you communicate using the OrderLemon service; and

your obligations and rights as Controller in relation to this Personal Information are as set out in these Data Processing Terms.

OrderLemon shall ensure that any person authorised to Process Personal Information under these Data Processing Terms is bound by appropriate obligations of confidentiality.

OrderLemon will implement appropriate technical and organizational measures to protect the Personal Information processed under these Data Processing Terms including against unauthorized or unlawful Processing or accidental loss, alteration, disclosure, or destruction. These include the measures listed in the Data Security Terms (as updated from time to time, for example, to reflect technological developments) which are expressly incorporated into these Data Processing Terms;

OrderLemon will notify you without undue delay of the discovery by OrderLemon of any Personal Information Breach;

Taking into account the nature of the Processing and the information available to OrderLemon, OrderLemon will assist you in your role as a Controller, by appropriate technical and organisational measures, insofar as this is possible, in fulfilling any obligations under Data Privacy Law applicable to you as a Controller to respond to requests from Data Subjects regarding the exercise of their Data Subject rights;

To the extent required by Data Privacy Law applicable to you as the Controller, the Processor agrees to support your obligations as a Controller, in particular regarding the security of the Processing or regarding Personal Information Breaches, by providing you with reasonable assistance, taking into account the nature of the Processing and the information available to OrderLemon;

Upon your request, OrderLemon will make available to you all information and provide all assistance that is reasonably necessary to demonstrate OrderLemon's compliance with its legal obligations as a Processor under these Data Processing Terms;

OrderLemon may subcontract its Processing obligations under these Data Processing Terms to a sub-processor, who may be based in a country other than the one in which you or OrderLemon are located given the global nature of the OrderLemon service, including the European Economic Area or the United States, only by way of written agreement that shall impose obligations on the sub-processor that are no less rigorous than the obligations imposed upon OrderLemon by these Data Processing Terms. OrderLemon will remain fully liable to you for the performance of that sub-processor's obligations. Where Fabulor NV is your contracting entity, the OrderLemon Business Data Transfer Addendum applies and is incorporated by reference into these Data Processing Terms. If you are located in the European Union and Fabulor NV is your contracting entity, the GDPR, which is incorporated by reference into these Data Processing Terms, applies with respect to your transfer of Personal Information to Fabulor NV.

You hereby authorize OrderLemon to engage other Fabulor, Meta Companies, such as WhatsApp and third parties as its sub-processor(s). Subject to applicable Data Privacy Law, OrderLemon will notify you in advance of any changes related to its sub-processor(s). If you reasonably object to such changes, you may inform OrderLemon in writing and stop using our Business Services; and

Upon termination of the Business Terms, OrderLemon shall cease Processing Personal Information.

Any information processed that will help fiscal, and financial government audits, such as payments, order receipts, reservations, and invoices would remain in OrderLemon, Fabulor NV and third parties data banks.

Once any of your future clients is registered via the Fabulor NV phone number that was designated to one of your business, will remain as in the OrderLemon data bank for further usage, and for any fiscal and financial government audits.

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Agreement Signature



Mathieu
mathieutest@fabulortesting.be

I am authorised to sign and accept this agreement on behalf of BV AANHANGWAGENS VERMEIR FRANK