

GENERAL CONDITIONS

General

These general conditions apply to all offers and agreements, resulting orders, contracts, deliveries, products and services of all kinds between CogniStreamer Inc and the customer. By placing an order the customer agrees with the conditions, which always have priority over possible general conditions of the customer.

Variations and additions are only valid if agreed on by both parties in writing.

COGNISTREAMER INC is entitled to call in third parties to execute its agreements.

Offers and prices

All offers are non-committal and remain valid for 30 days, unless stated otherwise.

All prices are VAT exclusive.

All prices on the website, offers and other documents of COGNISTREAMER INC are communicated with the reservation of typing errors. No liability is accepted for the consequences of typing errors.

Confirmation in writing

If the customer agrees with the offer, he must confirm this in writing. The agreement is effected by a written confirmation of COGNISTREAMER INC .

The customer recognizes mutual e-mail or fax correspondence as a legal item of evidence.

When an agreement is cancelled all costs must be compensated, increased with a fixed compensation of 30% of the contract sum. COGNISTREAMER INC has the right to claim a higher compensation if necessary.

Providing data.

The customer makes sure that all data deemed necessary by COGNISTREAMER INC to execute its task are provided on time. If these data are not provided on time, the execution of the order can be delayed or cancelled.

The material provided by the customer to COGNISTREAMER INC can be text ready for use, images, sound and/or video images all made in a current format, unless otherwise stated in writing by COGNISTREAMER INC and the customer.

Data provided by the customer are considered to be in conformity with valid copyright and intellectual property rights.

Period of delivery

The period of delivery starts on the date the task has been received by COGNISTREAMER INC .

The period stated by COGNISTREAMER INC to execute the order is an approximation, unless otherwise agreed in writing.

Delay in the execution never leads to a compensation for the customer, unless agreed otherwise in writing.

Change of order

Changing an order, either by the customer or because of the fact that another execution is necessary, caused by any circumstance, will be considered as extra cost if more time is needed, or will lead to a discount if less time is needed. These differences will be consequently invoiced to the customer.

COGNISTREAMER INC is authorized to charge any extra costs caused by circumstances not known at the moment of the offer, or caused by extra work not known when the order was placed. If the customer does not agree with the extra costs he has the right to cancel the parts of the order which have not been executed yet.

Rights of intellectual property

All rights of intellectual property on all software, such as analyses, drafts, documentation, reports, offers and preparatory material, developed or forwarded as a consequence of an order, remain the exclusive property of COGNISTREAMER INC .

Development of software

Both parties will specify in writing which software will be developed and how this will happen. COGNISTREAMER INC will carefully develop the software basing itself on the data provided by the customer. The customer is responsible for the correctness, completeness and consistency of the data.

The customer gets the right to use this software in his enterprise or organisation. If thus stated in writing the customer can receive the source code of the software and the technical documentation generated by the development of the software. In this case the customer is authorized to change this software.

COGNISTREAMER INC is authorized to use open source components.

COGNISTREAMER INC is not responsible for shortcomings, bugs and updates in open source systems and external support systems (e.g.: browsers, operating systems,...) or for their consequences on the software after delivery.

Rights of use

COGNISTREAMER INC grants the customer the non-exclusive right to use the software.

The right of use is not transferable. The customer is not allowed to sell, rent, copy, alienate, grant limited rights or provide the software or data carriers in any other way to third parties, even though the software was developed for exclusive use of the customer; unless stated otherwise in writing.

Domain names and webhosting

COGNISTREAMER INC only acts as an intermediary for the customer to acquire a domain name and/or IP addresses and to grant webhosting.

The application, granting and possible use of a domain name and/or IP addresses depend on and are subject to the valid regulations of the relevant registration bodies, such as DNS. The relevant body decides granting a domain name or IP addresses. COGNISTREAMER INC acts only as an intermediary and cannot guarantee the application will be honoured.

Domain names are registered under the customer's name and the customer is completely responsible for their use. The customer indemnifies COGNISTREAMER INC from any claim made by third parties concerning the use of the domain name; also if COGNISTREAMER INC has not acted as an intermediary in acquiring the domain name.

All hosting contracts offered by COGNISTREAMER INC are valid for a period of one year. This period starts as soon as space has been created on one of the web servers of COGNISTREAMER INC. These servers are rented from our partners: Hostbasket NV and RIS BVBA.

Consequently the general conditions of Hostbasket NV on the one hand and RIS BVBA on the other hand, apply to the webhosting.

Unless otherwise stated, the customer is responsible for transferring a website in the case a hosting agreement is ended. If COGNISTREAMER INC is asked for support, time and material will be charged.

Restriction of property

As long as the complete amount of the invoice, as agreed upon, has not been paid, COGNISTREAMER INC remains the owner of all delivered goods and/or services.

In case of non-observance of (any part of) the agreement by the customer, COGNISTREAMER INC is authorized to take back all delivered goods, without proof of default. In this case the agreement is dissolved even without any legal intervention; yet

COGNISTREAMER INC is fully authorized to claim compensation for damage, loss of profit and interests.

Terms of payment

An advance payment of 30% is claimed as soon as the agreement has been signed. On delivery the remaining sum must be paid, unless otherwise stated.

All invoices must be settled within 30 days of the invoicing date.

If payment has not been made within this period, a default interest equal to the legal interest rate, increased with an extra 3%, will be charged. Moreover a fixed compensation of 10% on the unpaid sum, with a minimum of \$100 will be due.

These default interests and compensations are legally due from the expiry date of the invoice, without previous proof of default.

All delivery and relocation expenses will be invoiced to the customer.

Any disagreement about the invoice will only be accepted if it has been communicated in writing to COGNISTREAMER INC within 8 working days after the day the invoice was sent to the customer.

Liability

Apart from evil intent or apparent faults, COGNISTREAMER INC can never accept liability for damage, including any form of additional compensation. In any case COGNISTREAMER INC must never compensate more damage than the amount paid by the customer to COGNISTREAMER INC for the order or the delivery. In the case of the agreement being mainly a long-term one, with a term of validity of more than six months, the agreed price is set on the sum of the agreed compensation for three months, VAT exclusive. Never will the compensation for damage be higher than €500.

Moreover, COGNISTREAMER INC will never accept liability for indirect damage, such as financial loss, commercial damage, loss of profit or income, or loss of information.

COGNISTREAMER INC only accepts liability for accountable shortcomings if the customer declares COGNISTREAMER INC to be in fault without delay in a well-founded written statement within 48 hours after the damage occurred, suggesting in the statement a reasonable period to clear the shortcomings, and if COGNISTREAMER INC after the term stated does not comply with its obligations. The proof of default must state the shortcomings including as many details as possible to make it possible for COGNISTREAMER INC to react adequately.

Force majeure

In case of force majeure, including domestic riots, mobilization, war, traffic obstruction, strikes, lock-outs, company disturbances, stagnation of supplies, fire, inundations, import and export impediments and in the case that COGNISTREAMER INC cannot reasonably execute delivery because of problems caused by its suppliers, the agreement will be postponed or terminated without any obligation for compensation. Services delivered by COGNISTREAMER INC till the moment of force majeure, will be invoiced.

Duration and termination.

The agreement for hosting services and user's-licenses is made for a minimum period of twelve months.

Unless agreed otherwise in writing the agreement will implicitly be extended with a period of one year if no written cancellation has been received.

All agreements for (web) applications are made for the duration of the project, unless otherwise stated.

Agreements for hosting services and user's licenses can only be terminated in writing, subject to a month's notice.

If a customer does not observe the obligations implied by the agreement, COGNISTREAMER INC is authorized to dissolve the agreement without the necessity of any proof of default or legal action, and COGNISTREAMER INC does not lose its right to compensation for damage, loss of profit and interests.

Confidentiality

All parties commit themselves to secrecy concerning all confidential information they receive about the company and the other party.

All parties oblige their employees to commit themselves and possible third parties called in by them to execute the agreement to the same degree of confidentiality.

Information is considered confidential if one of the parties has labelled it as such.

COGNISTREAMER INC is authorized to include the delivered services in its own website as soon as the project is available to the public. COGNISTREAMER INC can use the delivered project in its own commercial communication.

Staff

The customer will provide the employees of COGNISTREAMER INC with all necessary support to deliver products and/or services at the customer's office.

The customer declines to employ any employee of COGNISTREAMER INC, directly or through a third party, neither immediately nor after a certain period.

In the case the opposite happens, the customer will pay a fixed compensation of 18 times the monthly salary of the employed person.

Complaints

Complaints concerning deliveries or execution of orders in general, must reach COGNISTREAMER INC in writing within 8 working days after delivery/execution of the order.

After this period the order is considered to have been executed definitely and to have been accepted by the customer.

When complaints are well-founded and have been received on time, COGNISTREAMER INC will do its utmost to execute repairs free of charges and in a reasonable period of time. However, this does not generate any right to compensation for the customer.

Customers who intervene on their own, lose every right to complain.

A complaint does not terminate the customer's obligations.

Warranty

Warranty implies the effort COGNISTREAMER INC will make, at its own discretion, to try to mend received shortcomings or to attend to them.

– License software: COGNISTREAMER INC does not guarantee, neither explicitly nor implicitly, among others, the quality or appropriateness and /or suitability for a certain application of licence-software.

Neither does COGNISTREAMER INC guarantee the application of the license software to be free of failure or faults.

– Custom-made products

Warranty is valid till one month after the last installation action or in case of a website till one month after the website was made visible (complete or partial) on the internet via the websites URL; after that operational safety is only guaranteed through a maintenance contract.

All forms of warranty terminate if the customer lets third parties execute repair actions or any other operations, unless COGNISTREAMER INC has previously given its consent in writing.

Nullities

Nullity or invalidity of a specific stipulation in the General Conditions does in no way imply the nullity of the complete agreement.

In common consultation the invalid stipulation will be replaced by a valid one with the same implications.

Applicable law

All agreements shall be construed in accordance with the laws of the State of Illinois, USA as applied to transactions taking place wholly within Illinois between Illinois residents.