General Terms and Conditions

Version 5.2 · October 2026

Article 1 – Definitions

- **Agreement**: the by the Customer and FlatTurtle accepted Quotation;
- **Customer**: the natural person who signs the Agreement or the legal entity in whose name a representative or a proxy-holder signs the Agreement in the framework of his/her professional activities;
- **FlatTurtle**: FlatTurtle BV, a private limited company ("*besloten vennootschap*") under Belgian law, with registered office at Ikaroslaan 1, 1930 Zaventem, Belgium, registered with the Crossroads Bank for Enterprises under number VAT BE 0843.961.762 (RLE Brussels, Dutch-speaking division);
- **General Terms and Conditions**: these general terms and conditions of FlatTurtle;
- **Initial Term**: has the meaning given in article 3;
- **Monthly Subscription Fee**: has the meaning given in article 4.1;
- **Products**: the products delivered by FlatTurtle to the Customer, including but not limited to screens, displays, Wi-Fi hotspots and the TurtleBox;
- **Products Warranty:** has the meaning given in article 6;
- **Quotation**: the quotation of FlatTurtle, describing amongst others the Products' and Services' offering of FlatTurtle and related prices;
- **Renewal Term**: has the meaning given in article 3;
- **SaaS**: the "software as a service" developed by FlatTurtle to operate and manage the TurtleBox;
- **Services**: the services rendered by FlatTurtle, including but not limited to installation of the Products, the provision of SaaS and remote support services relating to the Products;
- **Services Warranty**: has the meaning given in article 7; and
- **TurtleBox**: the set top box assembled, remotely managed, and configured by FlatTurtle.

Article 2 – General

Without prejudice to any other special terms and conditions agreed upon in a separate written agreement, each Quotation, Agreement and invoice between FlatTurtle and the Customer are subject to the provisions of these General Terms and Conditions. The Customer's or any other third party's general terms and conditions are not applicable and are expressly excluded.

Article 3 – Term and termination

3.1. The Agreement shall be effective as from the date the Products are delivered to the Customer (as set forth in article 5.2 below) and shall continue to be in effect for an initial period of one (1) year, unless another period is specified in the Quotation (the "**Initial Term**"). Unless terminated earlier by the Customer or FlatTurtle in accordance with the provisions of this article 3, the Agreement shall be automatically renewed at the end of the Initial Term for successive periods of one (1) month, without limitation in time (each a "**Renewal Term**"), on the same terms and conditions as set forth herein. The Customer may terminate the Agreement by written notice to FlatTurtle (e-mail being sufficient) of at least thirty (30) calendar days. A notice given during the Initial Term takes effect at the earliest at the

end of the Initial Term. A termination by the Customer does not entitle the Customer to any refund, in whole or in part, of Monthly Subscription Fees already invoiced or paid, including for the period after the termination takes effect.

3.2. Where the Customer acts as property manager, facility manager or agent for the owner of the building in which the Products and Services are delivered, it enters into the Agreement in the name and on behalf of that owner. If the Customer is no longer the property manager or facility manager of, or otherwise responsible for, that building, the Agreement shall not terminate but shall automatically continue, on the same terms and conditions, with the new property manager or other party responsible for the building (the "Successor"), unless the Agreement is terminated in accordance with article 3.1. The Customer shall inform FlatTurtle in writing of the change and of the Successor's contact details, and shall inform the Successor of the Agreement. Until FlatTurtle has received this information, the Customer remains jointly and severally liable with the Successor for the amounts due under the Agreement.

3.3. FlatTurtle is entitled to terminate the Agreement with immediate effect, subject to a written notification however without prior judicial authorization and without the Customer being entitled to a compensation in the following cases: (i) if the Customer fails to (timely and properly) fulfill one or several obligations under the Agreement, (ii) cessation of payment, (petition of) bankruptcy by the Customer or if the Customer is in a procedure of reorganization or (iii) (a substantial part) of the assets of the Customer are seized.

3.4. In the event of an early termination of the Agreement pursuant to article 3.3., the Customer will be liable to pay a termination fee equal to the Monthly Subscription Fee (as determined hereafter) multiplied with the remaining months of the Initial Term or, after the Initial Term, with one (1) month. Furthermore, FlatTurtle reserves the right to claim a compensation for the costs, interests and damages caused by the termination of the Agreement pursuant to article 3.3.

3.5. Upon termination of the Agreement, due to any reason whatsoever, the Customer provides its best efforts to return the TurtleBoxes and Wi-Fi hotspots to FlatTurtle free of charge. Any other Products (*i.e.* screens and displays) may be retained by the Customer.

Article 4 – Invoices, prices and payment

4.1. The Quotation of FlatTurtle mentions:

(i) the price of the Products purchased by the Customer;

(ii) the price for the installation of the Products and related transport costs; and

(iii) the monthly subscription amount for (a) SaaS, (b) internet subscription, (c) WIFI (cloud license), and (d) remote support services relating to the Products (the "**Monthly Subscription Fee**").

4.2. The prices, stated in the Quotation are expressed in euros and are excluding VAT.

4.3. FlatTurtle is entitled to amend the Monthly Subscription Fee on an annual basis with up to 5% to compensate for increases of wages of personnel and sub-contractors and increases of prices for materials and products bought from third party suppliers.

4.4. Unless agreed otherwise between FlatTurtle and the Customer, the Products and the Services of FlatTurtle will be invoiced as follows:

(i) the price of the Products will be invoiced immediately upon purchase of the Products by the Customer;

(ii) the price for the installation of the Products and related transport costs will be invoiced immediately after the services have been performed by FlatTurtle; and

(iii) the Monthly Subscription Fee will be invoiced on a three (3) monthly basis, in advance.

4.5. Each invoice is payable within thirty (30) calendar days as of the date of the invoice, unless stated otherwise.

4.6. The Customer agrees to receive invoices of FlatTurtle electronically and acknowledges and accepts to no longer receive invoices on paper. In the event that the Customer requires that an invoice is sent on paper, FlatTurtle is entitled to charge a fee of five (5) euros per invoice.

4.7. Any dispute in connection with invoices of FlatTurtle must be addressed by the Customer within fifteen (15) calendar days after the date of invoice, by means of a motivated e-mail.

4.8. Any invoice not paid, in full or in part, on the due date, shall legally and without prior notice, result in delay interests on the outstanding invoice amount at the statutory interest rate, as from the due date in accordance with the Law of August 2, 2002 on combating late payment in commercial transactions, as amended from time to time, whereby each month started will count for an entire month. Any late payment by the Customer authorizes FlatTurtle to charge an administration fee of ten (10) % of the invoice amount, with a minimum of hundred twenty-five (125) euros. This administration fee remains due upon (late) payment of the principal invoice sum.

Article 5 – Delivery of the Products

5.1. All Products shall remain the property of FlatTurtle until full payment of all invoice amounts (including costs, and interests) in relation to the Products have been done by the Customer. The risk of the Products is transferred at the moment of delivery at the address, mentioned in the Quotation.

5.2. All Products are delivered at the address, mentioned in the Quotation. FlatTurtle aims to deliver the Products at the date of delivery, mentioned in the Quotation. However, any delay in delivery of the Products can not give rise to any penalties, compensations or cancellation of the Agreement.

5.3. In the event that FlatTurtle is unable to deliver the Products at the date of delivery, mentioned in the Quotation, due to an event caused by the Customer, FlatTurtle will store the Products for the account and at the risk of the Customer. Any costs incurred in this regard will be borne by the Customer.

5.4. The Customer ensures the necessary access rights to the premises where the Products need to be installed and provides for the necessary installation materials (*a.o.* technical supplies, internet access, etc.) and any other technical means that FlatTurtle has requested from the Customer.

Article 6 – Products Warranty

6.1. FlatTurtle warrants that the TurtleBox is free from hidden defects during a period of two (2) years as from the date of installation of the TurtleBox. With regard to the other Products, the warranty and warranty period provided by the manufacturer of the Products shall apply (hereafter together the "**Products Warranty**").

6.2. Except for the Products Warranty, FlatTurtle disclaims any and all representations and warranties of any kind, express or implied, including the implied warranties of fitness for a particular purpose and all performance warranties and this article shall exclusively describe FlatTurtle's obligations with regard to the quality of the Products provided.

6.3. For a Warranty claim to be valid: (i) the Customer must inform FlatTurtle of any apparent defect of the Products immediately at the moment of delivery and ultimately within eight (8) calendar days after the delivery; (ii) the Customer must notify FlatTurtle immediately and ultimately within two (2) months of any hidden defect after its discovery.

6.4. FlatTurtle will, if and to the extent that FlatTurtle deems the Products Warranty claim of the Customer valid, at FlatTurtle's expenses and as a remedy in relation to the Products Warranty, provide a replacement Product or replacement of the defective part(s) of the Product(s).

6.5. The Products Warranty will not apply if any of the following has occurred: failure to make a valid Products Warranty claim in accordance with article 6.3; improper handling, modification or repair; abuse or improper use; improper installation or maintenance not in line with the technical instructions of FlatTurtle; force majeure; negligence, lack of maintenance on the part of the Customer and normal wear and tear.

6.6. The Products Warranty shall not apply in the event of a defect caused either by materials or accessories supplied by or services rendered by the Customer or a third party (not appointed by FlatTurtle), or by an intervention by a person or entity which is not authorized or qualified for carrying out such intervention.

Article 7 – Services Warranty

7.1. FlatTurtle undertakes to provide the Services in accordance with generally accepted industry standards and shall exercise reasonable care and skill in doing so (the "**Services Warranty**"). The Services Warranty set forth in this article is made expressly in lieu of all other representations and warranties, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise. FlatTurtle expressly disclaims any warranty as to the accuracy or completeness of data, operational criteria or parameters provided by the Customer.

7.2. FlatTurtle shall use its best efforts to deliver the Services in accordance with any delivery dates set out in the Quotation, if any. However, the Customer expressly acknowledges and agrees that any timeframe for the performance of Services as set out in the Quotation are non-binding indicative target dates only.

7.3. FlatTurtle shall be entitled to engage (sub)contractors for the performance of this Agreement, without the prior consent of the Customer.

7.4. The Customer acknowledges that FlatTurtle provides the Services in complete independence and shall plan its activities as it sees fit. The Customer furthermore acknowledges that support services relating to the Products, shall be performed as much as possible remotely by FlatTurtle by means of an online helpdesk. If necessary, FlatTurtle, or the third party appointed by FlatTurtle, may perform its Services at the address provided by the Customer.

7.5. FlatTurtle may refuse to perform its Services, in particular remote support services, if FlatTurtle establishes that, without prior consent of FlatTurtle, the Products are amended or reverse engineered in any way by the Customer or a third party.

7.6. In the event and to the extent FlatTurtle provides Services in relation to third party software and products, FlatTurtle disclaims all warranties and liability in relation to such third party software and products.

7.7. The Services Warranty will not apply in the event that no uninterrupted and unrestricted internet (*i.e.* firewalls) is available to FlatTurtle during the performance of its Services.

Article 8 – Liability

8.1. To the maximum extent permitted by law, FlatTurtle's liability shall be limited to damages of the Customer resulting directly from an apparent or hidden defect in the delivered Products and/or from a gross negligence *("zware fout")* or wilful misconduct*("opzet")* of FlatTurtle. To the extent that the activities depend on the cooperation, services and deliveries of third parties, FlatTurtle shall by no means be held liable for any damage arising out of the fault (with the exception of gross negligence *("zware fout")* or wilful misconduct*("opzet")*) on the part of third parties. FlatTurtle shall in no event be liable for any consequential damages, indirect damages, loss of profit, loss of data or loss of opportunity of the Customer.

8.2. To the maximum extent permitted by law, any liability of FlatTurtle, whether contractual or extra-contractual, shall in any event be limited to a maximum of EUR 2.500 per damage event and, in total to the Monthly Subscription Fees effectively paid by the Customer in the twelve months' period preceding the damage event.

Article 9 – Intellectual property rights

9.1. FlatTurtle is and remains at all times the exclusive owner or holder of all (ownership) rights, including all intellectual property rights, with respect to the TurtleBox and to the extent applicable the Services, including all content and any modification, improvement, modification or derivative work thereof.

9.2. Intellectual property rights mean all intellectual and industrial property rights, including copyrights, patents, database rights, design rights, trademark rights, *sui generis* rights and all other possible intellectual property rights including all related and neighboring rights and all other forms of similar protection, anywhere in the world, both registered and non-registered.

9.3. The Customer shall only use these (intellectual) (property) rights, if required, to order, receive and use the Services and/or the TurtleBox. The Customer shall under no circumstances, copy or reverse engineer these intellectual property rights and shall not use these intellectual property rights for commercial purposes or for any other purpose than the purpose described here above.

9.4. The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on the Products, if any.

9.5. The Customer undertakes to indemnify and hold FlatTurtle harmless for all damages or loss caused by a breach of FlatTurtle's intellectual property rights by the Customer.

Article 10 – Protection of personal data

10.1. FlatTurtle processes personal data of the Customer for the purposes and legal grounds as described in the privacy policy of FlatTurtle (https://legal.flatturtle.com/privacy.pdf).

10.2. The processing of personal data in the context of the Services rendered by FlatTurtle is governed by the Data Processing Agreement which is annexed to these General Terms and Conditions. The Customer hereby acts as the data controller and FlatTurtle as the processor. This does not apply to processing for which FlatTurtle acts as controller, as described in its privacy policy, such as counting Bluetooth devices near the screens without identifying anyone. By accepting the Quotation of FlatTurtle, the Customer agrees to the terms and conditions of the Data Processing Agreement.

Article 11 – Force Majeure

FlatTurtle cannot be held liable for any delay in delivery of the Products, performance of the Services or damage due to an event of force majeure (hereby included but not limited to war, accidents, terrorist attacks, strikes, lock-out, fire, floods, epidemic, pandemics or delay by suppliers or manufacturers of the Products). Force majeure results in the suspension of the contractual obligations of FlatTurtle until the event of force majeure ceases. If the event of force majeure persists for a period of more than six (6) months, both FlatTurtle and the Customer are allowed to terminate the Agreement without any compensation being due.

Article 12 – Transfer

12.1. FlatTurtle is entitled to transfer the Agreement at any time, subject to a prior notification to the Customer.

12.2. The Customer is not entitled to transfer the Agreement and/or any rights arising from it, to third parties, except where FlatTurtle has given its prior, explicit and written consent. This is without prejudice to the automatic continuation of the Agreement with a Successor pursuant to article 3.2.

Article 13 – Varia

FlatTurtle is, for marketing purposes, entitled to (i) include the Customer in its reference list and (ii) use the Customer's logo on its website or any other marketing materials of FlatTurtle.

Article 14 – Disputes and applicable law

These General Terms and Conditions and all Agreements between the Customer and FlatTurtle are governed by Belgian law. All disputes of any kind fall within the exclusive jurisdiction of the competent Dutch-speaking courts of Brussels.

Annex: Data Processing Agreement