These General Terms and Conditions are regulating the relationship and dealings between the Provider and its Customers.

1. Definitions and interpretation

1.1. Bold expressions in these General Terms and Conditions have meanings as follows:

Access means access to those areas and functions of the Site that the Provider reserves for Customers.

Access Code means security measures which the Provider has issued to a Customer for the purpose of Access.

Binding Instruction means each individual agreement created between the Customer and the Provider on each occasion that the Provider receives an Instruction and forms an agreement to undertake that Instruction in accordance with these General Terms and Conditions.

Business Day means a day that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday in Brussels, Glasgow and any place where any relevant act is to be done or may be done.

Charges mean all amounts payable by the Customer to the Provider for any Service provided under a Binding Instruction, notably including but not limited to the Provider's fees, third party fees or charges, and taxes, duties and levies.

Confidential Information means any know-how, trade secrets, source code, software, any and all data provided to the Provider through the Web Platform or any other means by the Customer, and any other confidential information of the Provider or the Customer including all information marked as confidential or which is by its nature confidential including financial information, business policies, sales data and IP related information which is disclosed by either the Provider or the Customer to the other as a result of Access or Instruction.

Customer means any professional specifically trained or experienced in the field of Intellectual Property (IP) that orders or intends to order Services from the Provider. The Customer may be referred to as a Party.

Customer's Email Address means the last valid email address that the Customer has advised through the Web Platform or other means for the receipt of electronic communications from the Provider.

Force Majeure means an event beyond the control of the Provider or the Customer, or a person acting on behalf of either of them, which by its nature could not have been foreseen by such person or, if it could have been foreseen, which was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or a material failure of national or international telecommunications and/or electronic communications or the world wide web.

Formal Notice means a notice in writing signed by a Senior Executive or any other person duly authorised to sign on behalf of the Customer or Provider. A Formal Notice must be served (a) on the Provider, by sending the Formal Notice to the Provider's principal office address as advised on the Site; or (b) on the Customer, by sending the Formal Notice to the principal office address of the Customer (or, if serving by post on a Customer who has notified a separate postal address, at the principal postal address) as notified to the Provider through the Web Platform or by other means. A Formal Notice is deemed to have been served if delivered personally, on the day when delivered; or
if sent by first class or recorded delivery post, on the day which is five (5) Business Days after the day of posting unless sent by airmail, in which case on the day which is ten (10) days after the date of posting.

Insolvency Event means, in relation to a party that is a natural person, becoming bankrupt, threatening to become bankrupt, or making any voluntary arrangement with creditors; or, in relation to a party that is a partnership, the termination or dissolution of the partnership, some or all of the partners becoming subject to bankruptcy proceedings or being made bankrupt, or the appointment of a judicial factor (or the initiation of proceedings of a similar nature); or, in relation to a party that is a corporation, becoming insolvent, having a receiver or administrative receiver (or similar) appointed over the whole or any part of the corporation's assets, entering into any arrangement or compounds with creditors generally, or where an order is made or resolution passed for the winding up of the corporation (otherwise than in furtherance of a scheme for a solvent amalgamation or reconstruction).

Instruction means an instruction given to the Provider by a Customer requesting the provision of Services ("instructed" shall be construed accordingly).

Provider means VALIPAT S.p.r.l. a Belgian Company with registered offices located on Rue de Livourne, 7, 1060 Brussels, Belgium, with Company Number 0806.735.439 and its affiliates. The Provider may be referred to as a Party.

Quote means a preliminary calculation of probable Charges, based on information communicated by the Customer in respect of the Instruction.

Registered User means a natural person or a group of natural persons nominated by the Customer and having Access to the Web Platform via an Access Code.

Senior Executive means, in relation to the Provider, a director or, in relation to a Customer, a director, partner, principal or person of equivalent authority.

Services means the IP administrative services and IT functionalities offered by the Provider, possibly together with a subcontractor, including services in relation with:

- the grant of European patents, which include:
  - the validation of European patents,
  - the translation of claims to be filed in response to Rule 71(3) EPC,
  - the registration of VALIPAT as address for service in jurisdictions having ratified the London Agreement and
  - services in relation with Unitary Patents;
- the entry into national and/or regional phase of PCT applications;
- the filing of IP Rights applications in particular during the 12 months Paris Convention priority period;
- the payment of patent annuities and trademark and design renewals;
- the recordal of events affecting IP Rights;
- the automated generation of Power of Attorney forms; and
- the provision of on-demand services related to IP or to IP related software.

Site means the www.valipatenvoy.com and www.delegateip.com websites operated by the Provider.

Site Terms means the terms and conditions generally regulating the use of the Site. Such Site Terms may be accessed through the Site.

Specified Subcontractor means a subcontractor which is not part of the Provider's network of preferred subcontractors but which the Customer requests the Provider to work with.
Delegate

Standard Pricing Policy means the terms and fees that define the general and standard pricing applied by the Provider to its Customers. The Standard Pricing Policy may evolve over time. Any Customer may request from the Provider a copy of its Standard Pricing Policy.

Web Platform means those areas and functions of the Site that the Provider reserves for Customers.

1.2. In these General Terms and Conditions, unless the subject or the context requires otherwise:

a. the singular includes the plural and vice versa;

b. words importing a gender include all other genders;

c. a reference to a person includes bodies, corporate, unincorporated associations and partnerships;

d. a reference to a Party includes a reference to the Party's successors and permitted assigns;

e. except where a Formal Notice is required, references to "writing" or "written" include email and correspondence through the Web Platform;

f. a provision in favour of two or more persons is for the benefit of them jointly and severally;

g. a provision binding on two or more persons binds them jointly and severally; and

h. where the date on or by which any act, matter or thing including, without limitation, the payment of money is to be done is not a Business Day then unless otherwise provided in these General Terms and Conditions, such act, matter or thing may be done on the next succeeding Business Day.

2. Application and acceptance

2.1. Subject only to article 2.4 below, the Customer is bound by these General Terms and Conditions and agrees that these General Terms and Conditions comprise the entire agreement between the Provider and the Customer, unless a specific Agreement has been signed between the Customer and the Provider. By placing an Instruction, the Customer shall irrevocably be deemed to have confirmed that it has considered, approved and accepted these General Terms and Conditions. If such Instruction has been initiated through the Web Platform, the Customer shall irrevocably be deemed to have also accepted and consented to the Site Terms.

2.2. Unless explicitly agreed to the contrary by the Provider, these General Terms and Conditions apply in place of and prevail over and exclude any terms or conditions:

a. contained or referred to in an Instruction or Binding Instruction whether given through the Site or otherwise;

b. which would or might otherwise be implied by custom, practice or course of dealing; or

c. that may be inferred from any representation appearing on the Site.

2.3. In accordance with these General Terms and Conditions, the Provider shall not be obliged to carry out an Instruction unless a Binding Instruction is formed pursuant to article 4 of these General Terms and Conditions. Each Binding Instruction shall be carried out strictly in compliance with these General Terms and Conditions.

2.4. No variation or purported variation of these General Terms and Conditions contained in any correspondence, document, statement or other communication with the Customer, whether written or verbal, shall be binding upon the Provider unless signed by a Senior Executive of the Customer and Provider.
2.5. The Provider reserves the right to revise the General Terms and Conditions. Revised General Terms and Conditions come into force on the following day after their publication on the Site. Such General Terms and Conditions may be accessed through the Site.

Each Customer shall periodically visit the Site to review any changes in the General Terms and Conditions. By continuing to use the Provider’s Services after any revision comes into force, the Customer agrees to be bound by the revised General Terms and Conditions.

By placing an Instruction via the Provider’s Web Platform or by other means, the Customer is bound by the General Terms and Conditions in force on the date of the Instruction.

2.6. By using the Site, the Customer is deemed to have agreed to be contacted by the Provider to discuss the information received via the Site, including Quotes that have not resulted in actual Instructions, and any improvements that the Provider has or is proposing to make to its Services.

3. Access

3.1. Access to the Provider’s Web Platform and to the Provider’s Services is subject to the Provider’s formal approval.

Access Codes remain the property of the Provider at all times and the Provider may take any measures in relation to Access and Access Codes that it considers necessary to safeguard the functions and operations of the Site.

The Provider reserves the right to restrict or limit Access to the Web Platform, to refuse processing any Instruction, or to cancel any kind of cooperation at its own discretion in case any breach of the General Terms and Conditions is suspected.

Also, and without prejudice of further remedies, the Provider shall restrict or limit Access to the Web Platform refuse processing any Instruction, or cancel any kind of cooperation for other reasons of whatever nature, notably – but not only – based on a lack of professional qualifications, moral grounds, bad faith, use of a false identity, situations of insolvency, unfair commercial behaviour or antitrust practices or the deliberate insertion into the Site of insidious information likely to affect the provision of the Services.

The same principle is applicable to any other situation which, upon the Provider’s reasonable assessment, is likely to affect the Provider’s rights or legitimate interests or to the legitimate interests of an affiliated company of the Provider or any involved subcontractor.

3.2. The Customer shall communicate to the Provider one or more email addresses to be associated with each Registered User. A Registered User is entitled to act on behalf of the Customer. The Provider will provide to the Customer with unique Access Codes for each Registered User.

3.3. The Customer acknowledges that any of its Registered Users may have Access and give Instructions on the Customer’s behalf until the Provider revokes the Access Code of the Registered User. The Customer shall inform the Provider in writing if the Access Code of any of its Registered User shall be revoked.

3.4. Once the Provider has granted the Customer Access to its Web Platform, the Customer is responsible for all actions carried out by the Registered User or by any other person using the Access Code associated to the Customer’s Registered User.

3.5. The Customer must ensure that:

a. any allocated Access Code is kept secure;
b. **Access Codes** are not disclosed to any person other than the person or group of persons nominated by the **Customer** and associated to each **Registered User** without the prior written consent of the **Provider**;

c. no other persons than the person or group of persons nominated by the **Customer** and associated to each **Registered User** has Access; and

d. when several **Registered Users** have been created for the same **Customer**, the person or group of persons nominated by the **Customer** and associated to each **Registered User** uses the Access Code allocated to them individually on each occasion of Access.

3.6. The **Customer** must immediately inform the **Provider** in writing if the **Customer** knows or suspects any breach of its obligations under article 3.5 of these **General Terms and Conditions**.

3.7. Any **Instruction** received from the **Customer** by any means under the identity of the **Customer** shall be deemed valid and shall be binding upon the **Customer**. All **Instructions** placed after the notification pursuant to article 3.6. of these **General Terms and Conditions** shall be deemed invalid and shall be blocked or suspended by the **Provider**.

3.8. The **Customer** agrees that it shall be liable for all **Charges** or other liabilities arising from any Access or Instruction by its **Registered User(s)**, or by any other person using Access Codes issued to the **Customer**, where those Charges or other liabilities arose before the **Customer** notified the **Provider** in accordance with article 3.6 of these **General Terms and Conditions**.

3.9. After being duly notified, the **Provider** shall take all reasonable steps to provide a new Access Code, in the shortest possible timeframe, to the **Customer**. The **Customer** shall comply with all reasonable requests from the **Provider**, including answering questionnaires and carrying out security checks or audits as requested by the **Provider**. The **Customer** shall not be entitled to a new Access Code before the **Provider**’s requests are reasonably satisfied.

4. **Instructions for Services**

4.1. **Instructions** shall be given to the **Provider** in English language and shall be either submitted through the **Web Platform** or sent to info@valipatenvoy.com. **Instructions** sent or issued by any other means may not be accepted or treated diligently.

4.2. Notwithstanding the **Provider**’s acknowledgement of receipt of an **Instruction**, and irrespective of whether the **Instruction** is given through the **Web Platform** or any other means, a **Binding Instruction** will not be formed and the **Provider** will not be obliged to begin to perform the **Instruction** or to perform the **Instruction** at all and shall not bear any liability in this respect, until the **Provider** confirms its acceptance of the **Instruction** by a formal confirmation email sent to the **Customer’s Email Address**. An automatic email sent from the **Provider**’s **Web Platform** shall not constitute, nor be construed as a formal acceptance, unless it expressly stipulates the **Provider**’s formal acceptance of the **Customer**’s **Instruction**.

4.3. For the application of the provisions of these **General Terms and Conditions**, any **Customer** request encompassing instructions related to multiple **Services** and/or jurisdictions and/or **IP rights** is considered as a single **Instruction**.

5. **Matters not part of the Services**

5.1. Unless expressly agreed by the **Provider** in writing, and notwithstanding any contrary term included in an **Instruction**, the **Provider** shall not be responsible for any matter described generally in this article and all such matters are specifically excluded from forming part of the **Services** offered by the **Provider** to the **Customer**:

Revision date: June 6th, 2019
a. The Provider shall not be obliged to issue reminders in respect of any requirement to renew any IP right either on a periodic or bespoke basis.

b. Notwithstanding the fact that the Provider shall make available to the Customer an electronic copy of any official notification it has received in connection with a Binding Instruction, the Provider shall not be obliged to receive, store on behalf of or forward to the Customer the original of such notification.

c. The Provider’s responsibilities shall be limited to, and cease upon, the fulfilment of the Binding Instruction. The further management and/or processing of any related IP right(s) falls under the responsibility of the Customer.

6. Customer’s obligations concerning Instructions

6.1. The Customer shall act towards the Provider in good faith and shall:

a. send to the Provider in English language all information and documents necessary to enable the Provider to provide the Services within a deadline specified in any accompanying message;

b. whenever a translation is required and the Customer does not ask to the Provider to have it prepared by a subcontractor, send to the Provider a true and literal translation in the required specific language;

c. inform the Provider promptly of any change in the address and/or any change of status and/or any change of ownership in relation to the IP right(s) related to an Instruction;

d. ensure that all information provided to the Provider is complete, up-to-date and accurate in all respects;

ey. cooperate fully with the Provider in all matters relating to the Instructions;

f. proceed with the payment of the Provider’s invoices in accordance with article 9 of these General Terms and Conditions; and

g. communicate to the Provider if any Specified Subcontractor shall be involved.

6.2. The Customer shall be solely responsible to ensure that any documents which require to be executed or notarised are duly executed or notarised as the case may be and returned to the Provider within a reasonable time frame for the Provider to meet its obligations under article 7 of these General Terms and Conditions.

6.3. It shall be the sole responsibility of the Customer to ensure that any documents which require to be legalised, either by apostille or consular means, are legalised and/or granted the necessary apostille when returned to the Provider and in sufficient amount of time for the Provider to meet its obligations under article 7 of these General Terms and Conditions.

6.4. The Customer undertakes to accept the Provider's Standard Pricing Policy.

6.5. The Customer undertakes to accept the following Provider’s cancellation policy:

a. the Customer may cancel a Binding Instruction at any time until the related Services are completed;

b. partial refund shall apply depending on the degree of processing.

7. Provider’s obligations concerning Services
7.1. The Provider may execute the Services ordered by the Customer by itself, or through any subcontractor that the Provider deems competent to handle the implementation of the Services, or through any Specified Subcontractor.

7.2. The Provider shall provide the Services to the Customer in good faith and in doing so shall:

a. exercise reasonable skills and care using suitably skilled and appropriately experienced personnel and subcontractors;

b. use all reasonable endeavours to comply with any reasonable timescales stipulated in an Instruction;

c. act through Specified Subcontractors as and when instructed by the Customer;

d. notify of - and provide with - (whenever possible) any required document(s) which must be submitted by the Customer to the Provider, either through the Web Platform or by any other means, in order for the Provider to carry out a Binding Instruction;

e. inform the Customer within a reasonable time frame of becoming aware that further information or documentation is required from the Customer, or that some additional step is required, in order to perform a Binding Instruction;

f. make available to the Customer data extracted from official patents and/or trademark registers; and

g. make available to the Customer documents or forms related to Instructions, such as, for instance, Power of Attorney forms or official filing receipts.

8. Quotes and Charges

8.1. The Customer may obtain either through the Web Platform or by any other means a Quote as part of an upcoming Instruction or a Binding Instruction. Quotes are based either on the Provider's Standard Pricing Policy applicable on the date of creation of the Quote or on any specific terms contractually agreed upon with the Customer.

8.2. A Quote remains unchanged for the period mentioned on the Quote itself, if any period is mentioned, and is subject to possible disclaimers or assumptions listed in the Quote.

8.3. A Quote shall be final unless:

- Official fees have evolved between the Quote creation date and the date of implementing the Instructions. In that case, the official fees in force on the date of implementing the Instructions in any given jurisdiction apply.
- Situations recited in possible disclaimers or assumptions in the Quote occur;
- The Customer does not act within the period of validity of the Quote or within deadlines as mentioned in these General Terms and Conditions or specified in the disclaimers or assumptions or in the accompanying message to the Quote;
- Requested documents are not submitted as requested by the Provider as late submission of certain documents may result in additional fees and/or loss of rights;
- There is an error in the Binding Instruction and this error is recognized by both the Customer and the Provider;
- Additional Services shall be undertaken by the Provider which are outside the scope of the Binding Instruction, including any Quote disclaimer or assumption;
- There is a change in the Binding Instruction such as, inter alia, a change of subcontractor due to a conflict of interest or any other reason;
- Corresponding invoice is not paid within the prescribed payment term.
8.4. Exchange rates applied by the Provider are built into its systems for producing Quotes, including into its Web Platform, and may be updated at any time by the Provider at its discretion. Quotes provided for the same Services may therefore be different at different times depending on the evolution of exchange rates. However, the exchange rate applied to any Quote is frozen for the period mentioned on the Quote itself.

9. Invoicing and payment terms

9.1. The Provider issues invoices for the fulfilment of a Binding Instruction in accordance with the Standard Pricing Policy and/or in anticipation of the provision of Services associated to a Quote, the latter being applicable especially in the event of anticipated payment.

9.2 Binding Instructions placed close to any official deadline may be subject to urgency fees according to the Standard Pricing Policy.

9.3. The applicable terms of payment are stipulated on invoices issued by the Provider, namely:

- Payment by the deduction of funds from a Customer’s deposit account, or, where no deposit account exists;
- Within thirty (30) days of the date of invoice by bank transfer to the Provider’s bank account stated on the invoice, unless otherwise agreed in writing between the Customer and the Provider.

9.4. Invoice payment-related costs applied by financial institutions are shared between the Customer and the Provider. In the event of a different payment instruction, the Customer shall reimburse the Provider for the costs difference.

9.5. Unless otherwise agreed in writing between the Customer and the Provider, any Instruction to the Provider is binding upon the Customer, whether the Customer is the beneficiary of the Services, the representative of, or intermediary for, a third party. If an invoice is addressed to a third party at the Customer’s request, the Customer remains jointly and severally responsible for its payment and, if necessary, shall immediately pay it on behalf of this third party upon receipt of a corresponding request from the Provider.

10. Termination

10.1. Without affecting any provision of the Standard Pricing Policy, in the event that the Customer has not respected their commitments or obligations under these General Terms and Conditions, including if the Customer is subject to an Insolvency Event, the relations between the Provider and the Customer may be terminated by the Provider after the serving a Formal Notice and without affecting the Provider’s right to claim compensation. If the Formal Notice does not mention in any other reasonable termination deadline considering the circumstances and the Services concerned, termination would occur at the latest within one (1) month from serving the Formal Notice.

10.2. In the event of termination, each Party has the right to require immediate payment of the entire outstanding amount of all invoices, regardless of their due date.

10.3. Moreover, if there is a change in the situation of the Customer, such as – but not exclusively – death, bankruptcy, dissolution, failure, or modification to the Customer’s business, or any other circumstances which could allow one to anticipate the Customer’s insolvency, the Provider has the right to require immediate payment of the entire outstanding amount of all invoices, regardless of their due date, or to require an undertaking that the Customer will fulfil their obligations under the terms of payment approved by the Provider, and/or to suspend or cancel the execution of any relation, contract or Instruction with immediate effect.

11. Privacy
11.1. The Provider processes personal data from the Customer and on behalf of the Customer for the purpose of communicating with the Controller or implementing the Services.

11.2. If the Provider transfers personal data to a contractor (an IP firm), this is exclusively for the purpose of the execution of the Services. In this regard, the Provider needs to be considered as a controller in the framework of data protection legislation. The contractor (an IP firm) is considered as a separate controller since it determines by itself the purpose and the means for the processing of the personal data.

11.3. The contractor (an IP firm) guarantees that, when processing this personal data, it will strictly comply with the Belgian and European privacy and data protection legislation, including the European General Data Protection Regulation 2016/679 of 27 April 2016. The Provider trusts that the contractor immediately erases any personal data once the Services have been delivered. In addition, IP firms are generally bound by professional conduct rules. To the extent that the contractor still further processes such personal data after the execution of the Services, such processing would be performed under the sole responsibility of the contractor, without any possible liability for the Provider.

11.4. For any further information in connection with the processing of personal data, the Customer may refer to the Provider's privacy statement available from the Provider's website.

12. Limitation of liability

12.1. The Provider does not act in the capacity of either an attorney or a legal consultant and neither manages IP rights on behalf of the Customer, nor advises the Customer, and shall not bear any liability associated to such activities or their consequences.

12.2. The Provider does not guarantee the full accuracy and up-to-date nature of any legal information provided on the Site. Any legal information available on the Site shall be interpreted as general information which may or may not reflect the accurate legal, procedural and/or policy developments of any jurisdiction and/or IP-related issue:

- the Provider cannot be held responsible for any circumstance of whatever nature that may be encountered by the Customer after generating a document or form via the Web Platform and throughout its use;
- the Provider is not responsible for any changes, inter alia, legal reforms, administrative or formal requirements or evolving practices that may occur in any jurisdiction.

12.3. The Provider’s responsibility is limited to the Services as defined in these General Terms and Conditions. The Services are offered on an “as is” basis and without any particular warranty unless expressly provided otherwise.

12.4. Failure to answer a question concerning an Instruction or Binding Instruction within the deadline defined by the Provider, or non-compliance by the Customer of the provisions of these General Terms and Conditions and notably article 6 thereof, entitles the Provider to immediately suspend the execution of the Instruction or Binding Instruction or to cancel the Instruction or Binding Instruction with immediate effect and shall result in excluding the Provider’s liability, whether in contract or in tort, for any consequence – including loss of rights or titles – and for any type of damages, resulting directly or indirectly from such a failure.

12.5. The Provider cannot be held responsible for any loss of rights nor any other direct or indirect consequences, if they have not been kept properly informed, in writing, about any changes impacting the Customer and/or IP rights for which Services have been requested by the Customer.

12.6. The Provider cannot be held responsible for any loss of rights nor any other direct or indirect consequences when the Instructions are placed less than six (6) business days before an official deadline.

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12.7. The Provider has no liability or responsibility for the accuracy, authenticity, completeness or relevancy of any data provided as made available from any official IP right register, nor for the use of the data submitted by the Customer for the implementation of any Binding Instruction.

12.8. The Provider has no liability or responsibility for any action undertaken by a Specified Subcontractor.

12.9. Any claim by the Customer shall be against the Provider, and never against any individual acting for or on behalf of the Provider such as, for instance, a director, an officer or an employee.

12.10. Except in the case of fraud imputable to the Provider, the responsibility for any possible damage suffered by the Customer, in particular in the event of loss of an IP right, for which the Provider could be directly or indirectly held responsible, will be limited to €1,000,000 (one million Euros) per Binding Instruction within the meaning of article 4 of these General Terms and Conditions, even in the event of serious fault by the Provider.

13. Force Majeure

13.1. Neither the Provider nor the Customer shall be liable to the other for any delay or failure to perform an obligation imposed by these General Terms and Conditions to the extent that such delay or failure is due to Force Majeure and the Customer and the Provider agree that the time for performance of any obligation affected by Force Majeure shall be extended accordingly.

13.2. If either of the Provider or the Customer cannot timely perform an obligation or a Binding Instruction as a result of Force Majeure then the Party unable to perform must, as long as the Force Majeure does not prevent it:

a. notify the other Party in writing as soon as reasonably possible on becoming aware of the Force Majeure; and

b. use all reasonable endeavours to mitigate the effect of the Force Majeure on the performance of the obligation or a Binding Instruction.

13.3. If a Force Majeure prevents an obligation or a Binding Instruction from being executed for a period of one (1) month from the date on which the obligation or a Binding Instruction was required to be executed, or would normally be expected to be executed, the Provider and the Customer shall discuss the circumstances and implement such alternative arrangements as the parties may agree are fair and reasonable.

14. Confidentiality

14.1. Each of the Provider and the Customer undertake to hold any Confidential Information received from the other Party, or in its possession which relates to the other Party as a result of Access or an Instruction or the formation of any Binding Instructions or through an attempt to resolve a dispute under article 18 of these General Terms and Conditions, in strict confidence and secrecy and shall not use, disclose, publish or otherwise make available to any third party, other than its professional advisers who have undertaken to be bound by the terms of these General Terms and Conditions, any such information save as is strictly necessary for the proper performance of its obligations under these General Terms and Conditions. This obligation shall subsist for as long as the Customer has Access and for a period of five (5) years thereafter.

14.2. The obligations of confidentiality under article 14.1 above do not extend to information that is:

a. rightfully in the receiving Party’s possession or known to it prior to receipt of the Confidential Information; or
b. publicly known at the time of its disclosure or being made available to the receiving Party other than through a breach resulting from either Party's undertaking; or

c. legally acquired from a third party by the Party to whom the Confidential Information is disclosed; or

d. required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed.

15. Severability

15.1. In the event that one or more provisions of these General Terms and Conditions shall be, or shall be deemed to be invalid, void, unenforceable or illegal, the validity and enforceability of the other provisions of these General Terms and Conditions shall not be affected thereby.

15.2. Similarly, if one or more provisions of these General Terms and Conditions shall be, or shall be deemed to be invalid, void, unenforceable or illegal, in a specific jurisdiction, such provision or provisions would remain in full force and effect in any other jurisdiction.

15.3. In both cases described in articles 15.1 and 15.2, the Customer and the Provider hereto agree to implement such valid and enforceable provision or provisions, which correspond as closely as possible to the commercial intent of the Customer and the Provider. The same shall apply in the event that these General Terms and Conditions contain any gaps.

15.4. Article 15 of these General Terms and Conditions has no effect if the severance alters the basic nature of these General Terms and Conditions or is contrary to public policy.

16. Waiver

16.1. Any waiver of any right set out in these General Terms and Conditions is only effective if given in writing and, in the case of the Provider, by a Senior Executive, and applies only to the person to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the person who has given the waiver from subsequently relying on the provision it has waived in relation to other circumstances.

16.2. A failure by either the Provider or the Customer to exercise or enforce any rights conferred upon them by these General Terms and Conditions shall not be deemed to be a waiver of those rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

16.3. No single or partial exercise of any right or remedy under these General Terms and Conditions shall preclude or restrict the further exercise of the right or remedy or other rights or remedies.

17. Assignment

17.1. The Customer may not assign any right or obligation arising under these General Terms and Conditions unless the Provider consents in writing, which consent the Provider may grant or withhold in its absolute discretion.

17.2. The Provider may assign any rights or obligations arising under any Binding Instruction without the consent of the Customer.

18. Disputes

18.1. Compliance with this article is a condition precedent to the entitlement of the Provider or the Customer to commence legal proceedings in relation to any dispute with the other except that nothing in this article 18 shall prevent either the Provider or the Customer from seeking urgent interlocutory relief.

Revision date: June 6th, 2019
18.2. If either the Provider or the Customer considers that a dispute has arisen, it shall give Formal Notice to the other. The Formal Notice must set out reasonable particulars of the dispute.

18.3. Promptly after the receipt of a Formal Notice of a dispute, the authorised representative of each of the Provider and the Customer must meet to discuss the dispute and negotiate in good faith to resolve the dispute without resorting to legal proceedings.

18.4. If the dispute is not resolved in accordance with article 18.3 within ten (10) Business Days of receipt of the Formal Notice of the dispute, the Party serving the Formal Notice may request that the dispute be escalated to a Senior Executive.

18.5. The Senior Executives from both Parties must negotiate in good faith to resolve the dispute without resorting to any legal proceedings, or attempt to agree on a process to resolve all or at least part of the dispute without resorting to any legal proceedings including, without limitation, by mediation, conciliation, executive appraisal or independent expert determination. Each of the Provider and the Customer must bear its own costs of resolving a dispute under this article and must bear equally the costs of any expert or other person jointly appointed by them to resolve or attempt to resolve a dispute.

18.6. If the dispute has not been resolved or a process to resolve the dispute has not been agreed within fifteen (15) Business Days from the date of escalation of the dispute under article 18.4 of these General Terms and Conditions, then the dispute shall be finally settled under the CEPANI Rules of Arbitration. Three arbitrators will be appointed in accordance with those Rules (each of the Parties appoints one arbitrator, the third will be appointed as chairman together by the two arbitrators already appointed). The seat of the Arbitration shall be Brussels, Belgium. The Arbitration shall be conducted in the English language. Each of the Customer and the Provider confirm that Belgian law shall apply to all aspects of a dispute including, without limitation, any non-contractual rights and obligations arising out of or in connection with any matter under these General Terms and Conditions.