

General Sales conditions
Internet-extranet Site of HMA

Article 1 - Subject

The general sales conditions laid down hereafter aim to describe the working and use of the internet-extranet site of Human Management Advice – HMA, Brusselsesteenweg 153 at B – 1860 Meise. url : www.hma.be

Article 2 – Description of the services

2.1. The internet-extranet site of HMA site any internetuser information over the services rendered by HMA.

The internet-extranet site of HMA allows a.o. to place an order to be published in the yearbook ‘Who’s recruiting who in BeLux’ and to become a client of HMA.

The reserved part of the site, accessible from page ... allows the clients authorized by HMA to have access to their commercial information and to update it.

The internet-extranet site of HMA is normally accessible 24 hours a day, 7 days a week without prejudice of the dispositions contained in present Sales conditions concerning an interruption or a temporary unaccessibility to HMA’s internet-extranet site or to the use of its services.

Users and clients are requested to check the compatibility of their navigation browser with HMA’s internet-extranet site.

2.2. Means of communication

Users and clients acknowledge to possess sufficient experience in the use of internet and the working of electronic communications systems linked to internet. They also recognize the specificity of the on line internet-extranet site of HMA as well as the on line services in general concerning a.o. the important quantity of data treatments and the conditions they are put at disposal in particular waiting time and temporary unavailability of information.

In order to respond at best to a temporary rise of the access demands to its site, HMA foresees a reasonable overcapacity of the system, calculated according marked practice. HMA may however not guarantee the accessibility to its services in case of exeptional or unforeseen increase of the volume.

2.3. Service interruption

Remote services could be interrupted for reasons of control, maintenance, overload and more generally for any circumstances outside HMA's will.

HMA's liability, as defined in article 5 hereafter, can only be invoked for facts finding their cause in a system under HMA's effective control ; this excludes all facts finding their origin up – or down – stream of HMA internet-extranet site, namely the access to internet.

Article 3 – Order, tariff and payment

3.1. Insertion order

The client's order will be registred by HMA upon reception of the text(s) and of the payment on bankaccount number 293-0224856-65 of Fortis Bank.

Any order will be acknowledged by e-mail (...)

For lack of reservation issued within 10 days following the acknowledgment by e-mail, the order will be considered as accepted.

3.2. Tariff

Unless stated otherwise the price of the insertions is based upon the price-list to be found on HMA's site.

Prices can be modified without notice.

3.3. Payment

Invoices are payable cash except contrary arrangements in writing. In absence of payment the balance due bears lawfully a moratory interest of 1 % per month.

Article 4 – Protection of private life

4.1. Statement

Users and clients are conscious that internet is not a perfectly protected media and no full security can be granted concerning the respect of private life.

Consequently, HMA will by no manner be held responsible of possible damages suffered by users and clients after they introduced confidential or sensitive information in HMA's system.

4.2. Protection of nominal information

According to the law of December 8, 1992, related to the protection of private life with regard to the treatment of personal data, the users and clients of HMA's internet-extranet site dispose, if they wish, of the right to access, to rectify and to suppress data related to them

and/or to oppose to the transfer to third parties. They should forward their demand to HMA at the hereabove mentioned e-mail or postal address.

4.3. Exploitation of personal data

For security reasons or to estimate the frequenting of his site, HMA will automatically register following data :

- data, hour of access to its sites
- IP (Internet Protocol) address of the user
- consulted pages

The normal duration of conserving this data is set on 12 months. The nominal information collected, treated and stored in HMA's database (name, address, telephone, fax, e-mail etc.) are destined for internal, external use including client prospection or promotion of the professional activities of HMA and its partners.

Within its activities HMA could be brought to diffuse normal information of clients and users of its internet-extranet site, unless those would formally oppose.

4.4. Client's authentication and uncessibility of the secured access tools.

HMA provides the requesting client with a password allowing him to access the private part of its internet-extranet site to make use of it. The client guarantees to be the only one to know this password and to take care to preserve its confidentiality.

Both the login and password necessary to access the private part of HMA's internet-extranet site are personal and unalienatable. If the client communicates however his login and password to a third party, this will be done under his sole and unique responsibility.

The use of the right login and password entitles HMA to assume they were used by the client, which is solely responsible and has to bear the consequences.

Article 5 - Responsibility

HMA commits itself to implement all reasonable means at its disposal in order to allow users and clients an optimal use of its services. HMA is by consequence only held by an obligation of means and in no case by an obligation of results.

HMA is only responsible in case of fraud or serious mistake.

HMA can not be held responsible for the consequences of circumstances beyond its control such as strikes, lock-outs, wars, bad weather and so on, the failures of computer or communication system, or any other events outside its control.

Users and clients accept the full responsibility for the operations they initiate and their consequences and will on no account invoke HMA's responsibility hereby.

They also will not appeal to HMA's responsibility for any information or comment of any nature gained from or through HMA's internet-extranet site.

Users and clients commit themselves to inform immediately HMA of any fraudulent use of HMA's internet-extranet site and not to harm the integrity or the good working of the sites. Any information published on HMA internet-extranet site will be done under full responsibility of the person issuing this information. HMA can in no way guarantee that the information available on its site is correct, relevant, complete or up to date. For reasons of opportunity, HMA reserves the right to refuse to publish advertisements.

HMA is also not responsible for links to its site and reserves the right to object to those links.

Article 6 - Warning as far as merchant sites consulted from HMA's internet-extranet site

HMA intends to remind the independence existing between HMA's internet-extranet site and the sites mentioned on its sites, this as well as in terms of contents as in presentations, be it merchant sites or not.

As a consequence HMA is neither at all responsible of the contents of these sites nor of any litigation that could arise between a third party and a user or client of HMA's internet-extranet site.

The owners of the sites visited from HMA's internet-extranet site are, in particular, sole responsible for the respect of all the rules applying to services provided on line and more especially for the laws and rules concerning distant sales, consumer protection, misleading or false advertising, prices, product conformity and so on.

Article 7 - Intellectual property

The contents and the presentation of www.hma.be are protected by the intellectual rights detained by HMA, unless stated otherwise.

HMA's database is protected by the law of August 31, 1998 transposing in Belgian law the European directive of March 11, 1996 concerning the protection of databases. As producer of the database HMA has the right to forbid extraction and reuse of a substantial part of its database.

Users and clients commit themselves to use the available information and data on HMA internet-extranet site only for their personal use. They undertake not to take direct or indirect benefit of it for business purposes. They forbid themselves in particular not to duplicate, adapt, modify or communicate, by any means or form it can be, even for free, of any reconstitution of new datafiles, databases or other documents based upon the gathered informations and data, without prior and formal written authorization of HMA.

Article 8 - Convention on evidence

Clients acknowledge that the use of their password will be equal to signing and accepting without any restriction the initiated operations with all their subsequent consequences be it in facts or by law.

Only the records on the tangible and permanent computer devices of HMA will be proof of the information provided by users and clients.

Any communication of HMA sent either by electronic or postal mail to its users and clients will be considered as received, in person, by the users and clients.

Article 9 - **Applicable right and competent courts**

The present General conditions, like all agreements stipulated by law between HMA and its clients, are ruled by the belgian law.

The courts of Brussels are solely competent in case of litigation related to HMA's internet-extranet site or for the application of conventions between parties.

This is a free translation into English of the General conditions issued in French by our counsellor. In case of litigation the French version will prevail.