



## KOEZIO - GENERAL TERMS AND CONDITIONS OF SALES AND PARTICIPATION

**Preamble.** The present document defines (i) the contractual relationships between the Customer and the Company IQ KBE, S.A. with a capital of 1,500,000 Euros, and head offices at Quai des Usines 163 - 1000 Brussels, Belgium, registered with the Register of Trade and Commerce of Brussels, under N°0651.774.771 (hereinafter IQ KBE), for the reservation and purchase of Koezio services offered by IQ KBE (hereinafter the Koezio Mission), (ii) the participation of the players (hereinafter the Agents) in the Koezio Mission, upon access to the Koezio recreational area, (iii) the execution of associated services to the Koezio Mission, as proposed by IQ KBE on the web site ([www.koezio.co](http://www.koezio.co)) and the various publicity brochures. It is understood that IQ KBE is the sole contact for the Customer with regard to any complaint relating to the interpretation or execution of the present.

**Koezio Mission .** Koezio is an indoor recreational adventure concept created, developed and exploited by IQ KBE. Koezio is a trademark exploited under licence by IQ KBE. The Koezio concept is a unique creation of which numerous constituent parts are protected and/or have been registered. All the equipment and materials installed and used in the framework of the Koezio Missions are in conformity with security and usage standards in force and for which IQ KBE has obtained appropriate administrative authorizations. IQ KBE calls upon independent and certified companies to regularly control all the equipment. All the Personal Protective Equipment (PPE) is traceable and undergoes detailed regular controls. Moreover, a precise methodology of internal controls for all the games and courses is implemented on a daily, weekly and monthly basis by staff responsible for game maintenance (daily checks before opening, full weekly checks, monthly analysis, annual visit...).

**Conditions for participation and practice.** Participation in a Koezio Mission implies the acceptance by each Agent of the Operation and Security Rules indicated by the signage and/or Koezio staff as well as the strict observance of conditions set out in the present document. The Koezio Mission calls for physical and intellectual aptitudes justifying the establishment of the restrictions set out hereunder. Access to the Koezio Mission is forbidden to persons measuring less than 1m40 in height whatever their age. Certain access during the Mission can be restricted or the subject of specific instructions (weight, height, equipment) that the Agent will learn about at the time. Participation in a Koezio Mission requires good physical condition, which includes, in particular :

- Not undergoing medical treatment affecting physical capacity ;
- Not being pregnant nor to have given birth in the last 6 months (in this case, consult your doctor) ;
- Not suffering from heart problems or weakness of the joints (ankles, knees, tendons, ligaments, etc.);
- Awareness of your physical capacities and limitations (in the case of obesity, entry to some games or courses may be refused for your safety);
- Not suffering from serious vertigo or claustrophobia ;
- Not suffering from asthma or epilepsy ;

Each participant is required to leave all personal items in the lockers, and not to bring objects that may fall during the Mission (smartphone, camera, tablet...). Access to the game will be refused in the case of evident excess consumption of alcohol or drug consumption. Agents under 18 years old (hereinafter Minor Agents) must obligatorily be accompanied throughout the duration of the Mission by a responsible adult (hereinafter the Accompanist) who commits to (i) remain at the Koezio Park and close to the Minor Agent(s) throughout the duration of the Mission and (ii) read the access and security rules with the Minor Agent(s) that they are accompanying, and sign the Koezio Mission sheet. IQ KBE reserves the right to request a form of identity to verify the age of Agents. The Accompanist is the sole responsible for the Minor Agent(s) that are being accompanied in the framework of individual, group, family or school outing participation, and throughout the entire duration of their presence at the Koezio Park. No delegation of responsibility can be attributed to IQ KBE. The Agents have imperatively to respect, at every stage of the Koezio Mission, the instructions and rules of security written and/or verbal, posted or provided by the Koezio staff. Participation in a Koezio Mission requires suitable behaviour on the part of Agents who must exercise caution and judgement in their movements in the challenges and among other players. The Agents progress in the different games and courses at their rhythm and autonomously. In this respect, each Agent is the sole judge of his/her own capacities in negotiating the courses and obstacles encountered during the Koezio Mission. The Agents are responsible for their own security and that of the other participants and must mutually watch over each member of their team. In the framework of the Mission, an Agent may decide to abandon the game at any time and, if necessary, contact a Koezio staff member by using the alert buttons available for this purpose. The Koezio staff is available to the Agents to communicate all complementary information and explanations, in addition to the information and explanations available in the brochures or on the web site. The specific equipment made available to Agents must be used in respect of the rules defined during the instructions given before the Mission and access to the courses (harness, life line, cart, ropes, number of persons at a time per workshop, per base, etc.). IQ KBE cannot be held responsible for the misuse of this equipment despite the verbal recommendations explained by Koezio staff, posted on the panels or in the briefing videos. The Koezio staff reserve the right to exclude from a Mission any individual client or member of a group who contravenes the safety and discipline rules or whose behaviour is of a nature to impede the normal practice of the Mission by other Customers. No refund of the admission fee will be possible in the event of an exclusion from a Mission due to behavioural problems and/or abandon of the game by an Agent before the end of the Mission, whatever the reasons. It is specifically stipulated that the information contained in the brochures and on the web site (progress of the Mission, rules of the game, organization, rates, access conditions, restrictions, specifications, etc.) may be modified, deleted or replaced at any time and without advance notice, or justification being provided on the part of IQ KBE.

**Responsability.** IQ KBE declines all responsibility for any damage of whatever nature, such as theft to the belongings, objects or materials brought by the Customers. IQ KBE declines all responsibility in the event of theft or damage to vehicles parked in the site car park. Each visitor is responsible for any direct or indirect damage, that he/she might cause during their presence at the Koezio Park. IQ KBE holds a Professional Civil Liability Insurance Policy with AXA. The contract is underwritten under N°730424243 and 730422518. It guarantees that the impact of any professional civil responsibility may lie with IQ KBE in the event of physical, tangible and intangible losses caused to its Customers or a third party following fault, error or negligence recorded in the exercise of its professional activity..

### Reservations / Cancellations / Modifications / Payment.

**A- Profesional.** LPrior reservation is obligatory and an estimate is required for company groups, corporate committees, schools, associations, leisure centres and social centres. This concerns Missions, as well as all additional services proposed by IQ KBE (meeting rooms, catering services, snacks, breakfast, customised games, etc.). They will be guaranteed upon reception of payment, by bank transfer, cheque or bank card, for the total amount of the services, VAT included, contained in the estimate corresponding to the services (hereinafter Accepted Estimate), a minimum of 7 days before the arrival date of the group. The Accepted Estimate must indicate: the name and address of the organization and/or the City Council and/or the after-school club, the name of the person responsible for the reservation, the day(s) and hours of arrival of the groups concerned, the number of Agents and supervisors foreseen for each Koezio Mission as well as for additional services (catering services, meeting room, etc.). Acceptance of the estimate by the Customer implies adhesion, without reserve, to the present conditions. No modification to the Accepted Estimate (number of Agents, Missions, date/time and/or additional services) will be possible after the delay of 7 days before the date of the services. In the event of non-respect of this rule, the billing will be identical to the terms and quantities defined in the Accepted Estimate. The Koezio Missions, as well as other options (ex. catering services, drinks, cocktails, breakfast, etc.) will be billed strictly respecting the Accepted Estimate or written modifications. Additional services not foreseen in the estimate will be integrated into the invoice on the basis of rates in force and will be paid on the very same day. In the event of delayed payment or default, a flat-rate allowance for recovery costs fixed by decree, becomes due and late penalties will be due the day after the settlement date stated on the invoice, at the current legal rate of interest increased by 200% and with no reminder required. IQ KBE reserves the right to cancel any reservation if events of force majeure or fortuitous acts occur, such as, and the following is not exhaustive: strikes, fire, water damage, impossibility to access the Park, etc. In such circumstances, IQ KBE cannot be held responsible for the cancellation and can propose to its Customers another date to access the Park.;

**Right of intellectual ownership and image rights** The Customer does not acquire any rights of ownership or use through participation in a Mission, and cannot use names, signs, emblems, logos, trade marks, copyright and other signs or other literary, artistic or industrial property rights used by IQ KBE in the framework of the Missions, without express and prior authorization. During the Koezio Mission, the Agent will have the possibility to have a photo taken alone or with the team. The Agent or, as the case may be, the legal representative, authorises IQ KBE SA and/or any other legal and/or moral person that acts as a substitute, as well as all other persons acting on their behalf, to publish on the web site, social networks or on paper photos in which the Agent is represented. This authorization is granted freely in the exclusive context of the activities exploited by the above-mentioned company.

**Protection of personal data. Responsible for data treatment: IQ KBE SA** Treatment of personal data. The reservation and participation of a Koezio Mission implies the gathering and treatment of personal data by IQ KBE. For this reason, the Customer or the Agent accepts that IQ KBE treats, conserves and transmits their personal data under the conditions laid down in the present article. This treatment is performed under the responsibility of IQ KBE. All the personal data gathered by IQ KBE is necessary for the provision of services to the Customer or the Agent, notably at the time of reservation. The lack of response or inaccuracy of data provided by the Customer or the Agent can prevent IQ KBE from providing services. Thus, the data requested by IQ KBE must be provided without fail, unless marked as optional. IQ KBE may also conserve some personal data of the Customer or the Agent to respect its legal and regulatory obligations and transmit them, as the case may be, under the conditions laid down by the law. Rights exercise connected to personal data. In conformity with Article 32 and following articles, the Law N°78-17 of 6 January 1978 entitled the « Data Protection Act » the Customer or the Agent benefit from a right of access, opposition and rectification of all personal data. These rights can be exercised by the Customer or the Agent by addressing their demand in written form or by e-mail to the following address [data@koezio.co](mailto:data@koezio.co), accompanied by proof of identity and indicating the subject of the request, the e-mail address concerned and the address where a response may be sent. IQ KBE can use cookies to facilitate and personalise the navigation of the Customer or the Agent and propose promotional offers. The Customer or Agent may delete the cookies during navigation on the web site through the settings of the web browser. More details on this point are provided in « Policy cookies » accessible on the web site.

**Claims and jurisdiction clause.** Claims following a disagreement concerning the methods for carrying out the services in question must be formulated in written form and addressed to IQ KBE SA, Quai des Usines 163 - 1 000 Bruxelles, Belgium. In the case of dispute, contestation regarding the interpretation or execution of the provisions of the present, and the absence of amicable agreement



between the two parties, the Commercial Court of Brussels alone has exclusive competence. I testify that I have read the General Terms and Conditions of Sale and the internal regulations.