

GENERAL CONDITIONS FOR THE USE OF THE TICTACPHOTO EDITOR AND SALE CONDITIONS

The electronic commerce site www.tictacphoto.com is a website which sells photo products and is owned by the private limited company HEMERA PHOTO, having its registered office at 100 Rue du Bourdon, 1180 Brussels (Uccle), Belgium, enterprise number: BE 0829.238.449, telephone +3222650900, fax +3227919196 (hereinafter the "Licence Provider").

An Internet user wanting to purchase a product on this Internet site is referred to as "the user" in these General Terms of Sale.

Any order of products offered for sale on the site www.tictacphoto.com presupposes that the user has consulted and expressly accepted beforehand these General Terms of Sale. Given that this is a distance selling transaction between the parties, this acceptance does not require the user's written signature.

These General Terms of Sale specify the rights and obligations of the Parties resulting from the online sale of the products presented on the site www.tictacphoto.com belonging to the company HEMERA PHOTO SPRL.

The user accepts these General Terms of Sale by clicking a cross or the tick box alongside the words "I declare that I have read and accept the General Terms of Sale".

Users can save and print these General Terms of Sale.

Consumers are not entitled to cancel their purchase.

All products are produced according to the user's specifications.

1. Formation of the contract

1.1 By accepting the present general conditions, a convention of licence of use (the "licence agreement") of the software - editor TicTacPhoto (the "editor") will be formed between you (the "user") and Hemera Photo SPRL (the "licence supplier"), with registered office at Rue des Lutins 8, 1190 Brussels, Belgium, VAT BE 0829.238.449 – Register of the Brussels corporate body. The editor makes it possible to purchase finished products. If necessary, it includes all developments and improvements made to it by the licence supplier. The present general conditions take precedence over all other conventions.

1.2 By accepting the present general conditions, a sale contract will also be formed between the user and the licence supplier, in so far as a firm order has been addressed and that an anticipatory payment of the ordered products/services has been carried out.

1.3 The present general conditions and the contracts arising out of them will be filed by the licence supplier for a period of two years.

2. Right of use of the editor

2.1 The licence supplier grants a nonexclusive right of use of the editor, without any right of sub-licence, within the following limits:

- The editor is used solely to allow, within legal limits, the impression of the numerical photographs delivered by the user to the licence supplier.
- The editor cannot be used for the sending of files which could contain virus or corrupted files, as well as any software which could disturb, tackle or carry any other form of damage to the functioning of a system of any third party, including the system of the licence supplier.

- The editor cannot be used to try to reach the system of any third party, otherwise than by the access to this system in accordance with the purposes of the editor.
- The editor cannot in any technical manner be widened, limited, decompiled, subjected to "reverse engineering" or modified in any other manner than legally allowed.
- The editor cannot serve for the use of images in contradiction with the law, including intellectual property law and any other right of third parties, the public order or the accepted standards of behaviour. This applies particularly to pornography and child pornography, as well as to images protected by copyright or by any other right of intellectual property.

2.2 The licence supplier reserves the right to control the conformity of use of the images with the law, the present general conditions and the rights of third parties. He also reserves the right to refuse images if he considers that they do not abide by the present provision.

2.3 The licence supplier reserves the right to temporarily suspend the access and the use of the editor for maintenance purposes, without engaging his responsibility and without any right of compensation for the user.

3. Private life - Confidentiality agreement

3.1 The management of the personal data is done in accordance with the Belgian Law of December 8, 1992 relating to the protection of private life in the management of personal data. The licence supplier is responsible for the data management and records them in a data base which he manages. The user is entitled to access at any time his data and to have them modified. He also has the right to forbid their use.

3.2 Personal data will be used for the following purposes:

- Credit and invoicing of the licence supplier's products and services.
- Conclusion of the sales contract and supply of information regarding the execution of the order.
- Information on other products and services of the licence supplier as well as on products and services of partners selected on the basis of the user's personal preferences. If the user does not wish to receive such information, he may contact the customer's service of the licence supplier.
- Supply of data to third parties according to legal obligations.

3.3 The data (among other things, the e-mail address provided) are also processed for the compilation of statistics, primarily for the security of the editor and of the licence supplier's electronic system.

3.4 The editor makes use of Cookies, which are installed on the user's computer. Cookies are essential in the processing of orders to find the relevant information about the user. This information (such as PC set-up or personal preferences of the user) facilitates the later use of the editor. It does not contain any names, addresses or other personal data, such as for example the provided credit cards data. The user may configure his PC so that it does not accept Cookies. In such case, it could be possible that he will not be able to use all the functionalities of the editor nor to access certain parts of it.

3.5 For technical and operational reasons, it could be necessary that the user's data be transmitted to companies, related to the licence supplier or to his servers, located in the United States or in other countries out of the European Union, where the regulation on the protection of private life with regard to personal data is different from the European Union's regulation. The licence supplier will take all the necessary steps in order to protect the user's personal data in the best possible way.

3.6 This confidentiality agreement, as set out in the present article 3, can be modified at any time. Should the user disagree with the modification, he shall have to notify the licence supplier of his refusal within eight days from the publication on the Internet. In such case, the previous version of the confidentiality agreement shall remain applicable.

3.7 If the user has any question on the present statement or on the licence supplier's policy in respect of confidentiality, he may contact the customer's service of the licence supplier using the Contact Form.

4. Intellectual property rights

4.1 All texts, graphics, images, scripts, illustrations, software, logos, signs, commercial names, models, figures or indication of distinctive marks (the "creations"), appearing on the Internet site TicTacPhoto.com or object of the licence contract as well as all the rights of intellectual property resting on these creations (trade-marks rights, rights on statutory or commercial names, rights on drawings, rights relating to patents, copyrights, sui generis rights on data bases, rights on know-how and any other intellectual property rights, whether registered or not, including any application in order to obtain any of the aforesaid rights, and any other rights aiming at delivering a similar protection or effect (the "intellectual property rights"), are the property of the licence supplier or, alternatively, are given to him under a licence of which he will remain holder. Any copy, adaptation, translation, modification, or handing over to third parties is prohibited, except for legal exceptions. The user undertakes not to harm, directly or indirectly or through any third party to whom he is associated, the intellectual property rights of the licence supplier and to take all necessary steps in order to ensure their protection. Under this provision, the user shall maintain in good order all mentions of the rights relating to the editor or to the products and services provided by the licence supplier.

4.2 If the licence supplier considers that the editor could harm the rights of any third parties, he will have the choice, 1) to ensure that the user can continue to use the editor, 2) to put at his disposal a similar editor (the judgment on the similarity is left to the licence supplier) or 3) not to authorize the use of the editor anymore and/or to technically block its use. The licence supplier does not take on any responsibility in this respect towards the user.

4.3 The licence supplier can make the editor safe or protect it in any possible way. If the editor is protected in any technical way, the user shall not try to circumvent or to remove such protection.

4.4 Any personal contribution from the part of the user, such as images, pictures, etc. shall be deemed to be his exclusive property.

4.5 In so far as the said contribution appears not to be, totally or partially, the exclusive property of the user, he guarantees to have obtained or, if need be, to obtain all necessary permissions in order to use the said contribution in the course of the sales contract.

5. Legal guarantee

The licence supplier

5.1 The supplier provides the editor in its actual state, including possible lacks and/or defects.

5.2 The supplier assures that the editor functions as specified in the provided electronic handbook and according to a limited use as described in article 2, i.e. the impression of numerical photographs.

5.3 The licence supplier offers no guarantee whatsoever and shall not be liable for the licence on the editor (including the obsolescence or the inadequacy of the licence as regard the user's needs and demands) and for the resulting products, except what is expressly provided for in the present general conditions.

5.4 Unless agreed otherwise between the parties, the licence provider must fulfil the order within thirty days after the day following that on which the user placed his or her order. When the licence provider has not fulfilled the contract within the prescribed time, the user shall be entitled, simply by giving notice to the licence provider, without the need for any legal formalities, to cancel the contract,

provided that, at that time, the licence provider has not yet despatched the product ordered, notwithstanding the user's right to obtain compensation, if applicable. No compensation or costs may be claimed from the user for cancelling the contract in these circumstances. In addition all amounts that may have been paid by the user shall be refunded within thirty days.

5.5 Notwithstanding the fact that regular back-ups are made, the licence supplier shall not be responsible for the loss of any data stored on his servers.

5.6 If the downloaded editor presents lacks and/or defects or if, in any other manner, it does not function or with difficulty, the user shall have the right to download a new editor as sole form of compensation.

5.7 If, disregarding the provisions of articles 5.1 to 5.6, a Court or any authority should withhold the licence supplier's responsibility, the total amount of damages shall be limited to 100 €, by event or by series of events which form only one..

5.8 Articles 5.1 to 5.7 will not be applicable in case of fraud or serious offence committed by the licence supplier or in case of physical injury or death of a user. They will not limit any rights held by the user in his quality as consumer, in accordance with mandatory legal provisions.

The user

5.9 The user is and shall remain responsible for his use and access to the editor. He undertakes to guarantee the management and the personnel of the licence supplier, as well as all its contractors and sub-contractors, against any claim reached against any of them as a consequence of his inadequate use of the editor.

6. Termination of the convention

The right of use of the editor is granted for an unspecified time. The licence supplier has the right to terminate the contract, at any time, without notice or compensation of any nature if its use is contrary to the law, the public order and the accepted standards of behaviour or to the present general conditions.

7. Miscellaneous

7.1 These terms and conditions are governed by Belgian law, including the legislation on distance selling as set out in the law of 6 April 2010 on market practices and consumer protection. The courts of the judicial district where the consumer has his or her place of residence shall have jurisdiction to hear any disputes arising in connection with the application of these terms and conditions or the use of the website.

7.2 The communication between the licence supplier and the user can be done by e-mail.

7.3 If any clause of the present general conditions or of the resulting contracts is declared void by a Court or any other authority, such a decision will not affect in any case the validity of the other clauses of the conditions and of the contracts and the parties agree to replace by mutual agreement the clause that was declared void by another valid clause with similar economic effects.

7.4 The licence supplier will be entitled at any time to transfer whole or part of the obligations rising from these conditions to a third party. Should the user disagree about the said transfer, he will have the right to terminate the present agreement within a period of eight days from the notification of the transfer by the licence supplier.

7.5 The licence supplier will not have to fulfil its obligations if they are rendered impossible to by a case of absolute necessity. By absolute necessity, one understands, in particular but not limited to, the

default of implicated third parties or suppliers of the licence supplier as well as any situation which prevents the licence supplier from exerting a decisive control.

7.6 The editor contains confidential information. This information and any other information coming from the application and brought to the knowledge of the user will not under any circumstances be made public and can only be used for the execution of the contracts.

7.7 The production of products or services included in a purchase order is only launched when the sale is firm and final and when the customer has settled his order in advance.

7.8 If, despite the precautions taken by the licence provider to prevent any risk of damage to the products transported, the products received by the consumer are damaged, the user must contact the licence provider's Customer Service Department immediately on receipt of the order, using the Contact Form on the "Contact us" page. The user must in any event inform the licence provider of any product non-conformity, via the Customer Service Department, no more than fifteen (15) days after the non-conformity has been detected. For that purpose he or she must use the contact form in the "Contact us" section and follow the instructions on the screen. The message is then sent automatically to the Customer Service Department, which can also be contacted by e-mail at the following address: support@tictacphoto.com.

This guarantee shall in no event cover products which have been damaged either deliberately by the user or as a result of his or her negligence. Similarly the guarantee does not cover damage caused by wear and tear or incorrect use.

For any questions regarding the guarantee, users should contact the Customer Service Department.

7.9 Any complaints or claims regarding a product or service delivered must be sent to HEMERA PHOTO SPRL (8 Rue des Lutins, 1190 Brussels, Belgium) or via the Contact Form in the "Contact us" section within 15 days after receipt of the product or service, in accordance with the instructions displayed on the screen. The message is then sent automatically to the Customer Service Department, which can also be contacted at the following e-mail address: support@tictacphoto.com.

General terms of sale valid from 17/01/2011.