

## I.CNTRL.IT – Terms of Use

**DISCLAIMER:** I.CNTRL.IT advises the User to read these Terms of Use carefully before using the Application (as defined below). By clicking on the button "I agree to the Terms of Use", the User agrees that his/her use of the Application is governed by these Terms of Use. I.CNTRL.IT advises the User to keep a copy of these Terms of Use and to print it out for future use.

In order to be able to use this Application, the User must first read and agree to our Privacy Policy. It is forbidden to use our Application without first accepting our Privacy Policy.

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## 1. Applicability

- 1.1. The Application I.CNTRL.IT, available via <https://I.CNTRL.IT>, is owned and managed by IDLegacy NV, a company under Belgian law, with registered office at Kastanjelaan 81, 9620 Zottegem, registered with the Crossroads Bank for Enterprises, under company number 0686.716.547 (hereinafter "**the Company**").
- 1.2. These Terms of Use explain how the User should use this Application. By visiting or using the Application in any way whatsoever, the User accepts to be bound by these Terms of Use. These Terms of Use apply in any way that the User uses to access the Application, including, but not limited to, the Internet, digital television and mobile phone.
- 1.3. These Terms of Use (hereinafter the "**Terms of Use**") constitute a legally binding agreement between I.CNTRL.IT and the User (hereinafter "You" or "User") and apply to the User's use of the Application (as defined below). By using any part of the Application, the User acknowledges and agrees that his/her use of the Application is governed solely by these Terms of Use. If the User does not agree with any provision of these Terms of Use, the User is not entitled to (continue to) use the Application in any way or to access to it.
- 1.4. The User declares and guarantees that he/she has the necessary legal capacity to agree to and accept these Terms of Use.

## 2. Definitions

The following definitions apply to these Terms of Use:

- 2.1 "**Administrator**": shall mean the User appointed by the Client who is responsible for the Administrator Account;
- 2.2 "**Administrator Account**" shall mean the User Account of the Client, which can solely be accessed and used by the Administrator and through which the Administrator shall be able to **(i)** use the Application and Services in accordance with the agreement between the Client and I.CNTRL.IT, **(ii)** change the configuration settings (including but not limited to adding additional Services or features), **(iii)** create additional accounts for Users, and **(iv)** has access to the information that the Users make available on the Application;
- 2.3 "**Application**" means the online software solution, developed by IDLegacy, called "I.CNTRL.IT" consisting of:
  - i. The I.CNTRL.IT Dashboard;
  - ii. The I.CNTRL.IT App; and
  - iii. The I.CNTRL.IT Platform;

- 2.4 **“Application Fee”** shall mean the periodic Application Fee for the license, maintenance and hosting of the Application, offered as a software as a service;
- 2.5 **“Application Services”** or **“Services”** are the services offered through the Application and pertaining to the Application;
- 2.6 **“Basic Package”** shall mean the standard Services of which the Client can make use of through the Application and which may be subject to change in the future: time registration, customer relationship management and offers, lead management and agenda management;
- 2.7 **“Client”** shall mean every legal entity, as well as anyone who orders the Services from I.CNTRL.IT and/or enters into an agreement with I.CNTRL.IT in the name of or on behalf of this legal entity;
- 2.8 **“Client Content”** has the meaning as set forth in Article 11;
- 2.9 **“Commercial Offer”** shall mean the offer as agreed upon between the Client and I.CNTRL.IT, as set out on the cover page, titled “Commercial Offer”;
- 2.10 **"Delivery date"** means the date on which you obtained an Account;
- 2.11 **"Documentation"** means the documents relating to the use of the Application made available to you by I.CNTRL.IT;
- 2.12 **"Intellectual Property Rights"** means all currently known or later additional (a) copyrights, neighboring rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how, know-how; (d) patents, patent rights and industrial property rights; layout design rights, design rights; (g) all registrations, applications for registration, renewals, extensions, subdivisions, improvements or reissues relating to these rights and the right to apply, maintain and impose any of the foregoing, in any case and in any jurisdiction worldwide, for as long as this protection applies;
- 2.13 **"Login Credentials"** means the combination of the unique e-mail address and password protected mailbox; or any other security enhancing authentication method (e.g. two-factor authentication, multi-factor authentication...) that could be used in the future;
- 2.14 **“Receiving Customer”** has the meaning as set forth in Article 11;
- 2.15 **"Terms of Use"** has the meaning as set forth in Article 1.3;
- 2.16 **"Third Parties"** means any natural person or legal entity or any entity other than the Client or I.CNTRL.IT;
- 2.17 **“Trial”** shall mean the Trial version of the Application, which allows the Client, before entering into an agreement with I.CNTRL.IT, to make use of the Application and Services during a term of 14 calendar days;
- 2.18 **"User"** means the users of the Application;

2.19 **"User Account"** shall mean the account, which can be accessed by an User through his/her personal login that he/she has created through the registration process on the Website in order to make use of the Application and Services;

2.20 **"Website"** refers to the website available on <<https://I.CNTRL.IT>>.

### 3. Description of the Application

3.1 **General Description.** The Application offers the software solution I.CNTRL.IT that wishes to provide the Client with an overview of the different requests regarding the exercise of the rights regarding the data processing of their customers. Among other things, the Application helps the Client, among other things, to gain insight into the status of the requests of their customers with regard to the data obtained, but also with regard to the correction of these data and the right to be forgotten.

3.2 **The Application.** The Application provides the necessary features to enable the use of the application and the connections with the Clients.

### 4. Trial

4.1 Each potential Client will be given the opportunity to use the Trial free of charge upon registration thereto via the Website. Upon such registration, the potential Client will receive an e-mail containing the Administrator Account and the activation password.

4.2 The use of the Trial shall automatically be disabled once 14 calendar days have passed since the online registration. However, the potential Client shall be able during the term of the Trial as well as upon its termination to enter into a (definitive) agreement with I.CNTRL.IT regarding the Services in which case the conditions as described in **Article 6** must be complied with.

### 5. Use of the Application

5.1 The complete Application can only be used by legal persons.

5.2 With regard to the use of the Application, each Client is bound to:

- comply with the provisions laid down by law, regulation, decree, ordinance or decree of the federal, regional, local or international authorities;
- refrain from manipulating the information provided, in any way whatsoever or using any technique whatsoever;
- not to send data, messages or documents in any way via the Application, or to upload data or documents via the Application:
  - a. violating the rights (including, but not limited to, personality rights or intellectual property rights) of Third Parties or of the providers of the Application;

- b. the content of which is unlawful, damaging, defamatory, violent, obscene or degrading or in which the privacy of Third Parties is violated;
  - c. of which the use or possession by the Client is prohibited by law or by agreement;
  - d. that contain viruses or instructions that could cause damage to the providers of the Application and/or the Application and/or the services provided through the Application could jeopardize or disrupt.
- 5.3 To use the Application, the Client must have an Internet connection. The Client bears sole responsibility for any telecommunications of computer network equipment required to use the Application. The Client is solely responsible for providing for this.
- 5.4 The Client is jointly responsible for the security and confidentiality of his/her Login Credentials. In order to help protect the Client from unauthorised access to his/her Account, the Client is advised to keep his/her Login Credentials safe and secure. The Company advises the Client not to exchange Login Credentials with Third Parties and not to make them public. The Company also recommends that the Client logs off from his/her Account at the end of each visit.
- 5.5 The Client is fully responsible for all activities carried out by the Client under his/her Account. The Client agrees to immediately notify the Company of any unauthorized use of his/her Account or any other breach of security. The Company cannot be held liable for any loss or damage resulting from failure to comply with the above requirements.
- 5.6 The Application may only be intended for private use and private use. The Application may not be used for commercial or business purposes unless the Company has approved the Client as a partner.

## 6. Administrator Account / User Account

- 6.1 The Client shall be able to access the Application as well as make use of the Services through the Administrator Account and the additional User Accounts.
- 6.2 The Administrator shall be solely responsible for every use and activity of the Administrator Account.
- 6.3 Besides an Administrator Account, the Client receives at least one (1) additional User Account. The amount of User Accounts corresponds with the number of Users of the Client. Each User has its own User Account. The Administrator determines the extent of the rights of the User Accounts and the Administrator shall always remain responsible for every use of the User Accounts.
- 6.4 At the moment that the Administrator and/or a User creates or updates an Account, the (resp.) Administrator and the User must ensure to:

- Provide the Application with correct, accurate, complete and current information that is personal to the User, such as e-mail address, company name, customers from whom data is collected and processed. The retention and/or use of your Personal Data by us is subject to our Privacy Policy;
- Provide a unique email address and password complying with the password requirements (collectively referred to as "Login Credentials").

6.5 Each User Account (including the Administrator Account) belongs to one person only and may therefore not be shared with other persons. The Administrator as well as every User is advised to use a mailbox to which he/she has a secure and password protected access (collectively referred to as "Login Credentials"), to change this password frequently, to use two-factor authentication, to keep the Login Credentials safe and secure and to log out of the Administration Account and User Account at the end of each visit.

6.6 Furthermore, it is strictly forbidden to:

- Exchange or disclose your Login Credentials with Third Parties;
- Ask for the Login Credentials of other Users;
- Log in onto one other's Administration Account and User Account;
- Use the Application and Services in a fraudulent manner (e.g. the use of a false account and/or providing false information is considered as fraudulent use);
- Pretend to be another (legal or natural) person when using the Application and Services without the necessary permission. Such action may lead to civil and criminal sanctions.

The Client must immediately **(i)** penalize or sanction any improper and unauthorized use and **(ii)** immediately inform I.CNTRL.IT in writing of such use and of every controversial registration it notices.

6.7 A well-reasoned and founded notification may lead to temporary and/or perpetual suspension and/or removal of Administration Account and/or the User Accounts. I.CNTRL.IT preserves itself a wide margin of discretion to ensure best quality of the Services. In any event, I.CNTRL.IT will not be liable for any loss or damage arising from Client's failure to comply with the above requirements.

## 7. License – restrictions

7.1 The Application and Documentation made available by the Company are our exclusive property. All rights (including Intellectual Property Rights) in and to the Application or Documentation not expressly granted to the Client in these Terms of Use are reserved by the Company.

7.2 The Company hereby grants the Client a personal, revocable, non-exclusive, non-transferable, non-sublicensable right of use for the duration of the agreement to use the Application in accordance with the Terms of Use. The Client may not use the Application or any part of it for commercial purposes.

7.3 Neither the Client, nor any Third Party, will under any circumstances:

- a) decompile, disassemble or reverse engineer the Software in any other way, or attempt to reconstruct or discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the Application in any way;
- b) distribute, sell, rent, sublicense, lease, lend, distribute or otherwise transfer the Application or any part thereof to a third party, except as expressly permitted under these Terms of Use;
- c) use the Application for time-sharing, hosting, providing services or similar purposes, except as expressly permitted under these Terms of Use;
- d) change, delete or obscure product identification, proprietary information, copyright notices, digital watermarks or other notices in or on the Application;
- e) modify, adjust or change any part of the Application, create a derivative work from any part of the Application or integrate the Application into or with other software, except to the extent expressly permitted in writing by the Company;
- f) gain unauthorized access to other Client's Accounts or to our IT infrastructure or the structure to access the Application or to use the Application to perform or promote illegal activities;
- g) use the Application to generate unwanted e-mail ads or spam;
- h) use an automatic, electronic or manual high-volume process to access, search or collect information about the Application (including but not limited to robots, spiders or scripts);
- i) pretending to be another person or entity;
- j) to intentionally distribute worms, Trojan horses, corrupt files or other destructive or deceptive elements or to use the Application for unlawful, invasive, infringing, defamatory or fraudulent purposes;
- k) to remove or otherwise circumvent technical and other protective measures contained in the Application.

7.4 By uploading, creating or otherwise transmitting information, data or images through the Application and without prejudice to the provisions of the Company's Privacy Policy, the Client grants the Company a non-exclusive, royalty-free, worldwide, sublicensable and transferable license to use, copy, store, modify, transmit and display the Client Content to the extent necessary to supplement and update the Application.

7.5 The Company reserves the right, but is under no obligation, to monitor and remove any Client Content that may be considered a violation of the provisions of the Terms of Use or as inappropriate, or that may violate the rights of Third Parties or applicable laws or regulations.

## 8. Intellectual Property Rights

8.1 Under the terms of the Client's agreement with the Company, the Application and any global Intellectual Property Rights established and/or applicable to it, related to it or related to it, shall remain the Company's exclusive property.

- 8.2 All rights in and to the Application and/or Documentation not expressly granted to the Client in this Agreement are reserved by the Company. Except as expressly provided herein, no express or implied license is granted to the Client with respect to the Application and/or Documentation or any part thereof, including any right to obtain any source code, data or other technical material relating to the Application.

## 9. Suspension

- 9.1 If, in its sole discretion, the Company becomes aware or suspects that the Client is violating these Terms of Use or any other instructions, guidelines or policies (including but not limited to the Privacy Policy) issued by the Company, the Company may suspend or restrict the Client's access to the Application. Any such suspension by the Company will continue until the Client has remedied the breach that led to the suspension or restriction.

## 10. Support

- 10.1 If the Client needs technical support, please contact <support@idlegcy.com>. The Company will use reasonable endeavours to answer the Client's questions within the shortest possible time and to resolve the Client's technical problems with the Application.

## 11. Client Generated Content and Acceptable Use Policy

- 11.1 The Parties agree that Client may upload certain content into the Application, including without limitation, photographs, graphics, images, and text (collectively "**Client Content**") and that Client Content may be processed and shared between the Application and the customer which has made a request (hereinafter "**Receiving Customer**"). The Client is solely responsible for its use of the Application or any Client Content that is created, transmitted or displayed while using the Application and the services pertaining thereto (the "**Application Services**"). The Client also acknowledges and agrees that he/she, and not the Company, are entirely responsible for all Client Content that the Client posts, or otherwise submits to the Application, including via messages exchanged through the Application to the Receiving Customer.
- 11.2 The Company does not control Client Content and, as such, does not guarantee the accuracy, integrity or quality of such Client Content. The Client understands that by using Application the Client may be exposed to content that is offensive, indecent or objectionable.
- 11.3 **Acceptable Use Policy.** As a condition of use, the Client promises not to use the Application and the Application Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by the Company. By way of example, and not as a limitation, the Client agrees not to use the Application and the Application Services:
1. To abuse, harass, threaten, impersonate or intimidate any person;

2. To post or transmit, or cause to be posted or transmitted, any Client Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
3. To communicate with the Company's representatives, the Receiving Customers or other users in an abusive or offensive manner;
4. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Application;
5. To post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, or private information from any user of the Company and/or the Receiving Customers;
6. To create or transmit unwanted 'spam' to any person or any URL;
7. To post copyrighted Client Content that does not belong to you;
8. To use any robot, spider, scraper or other automated means to access the Application for any purpose without our express written permission. Additionally, the User agrees that he/she will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Application or any activities conducted on the Application; or (iii) bypass any measures we may use to prevent or restrict access to the Application;
9. To advertise to, or solicit, any user to buy or sell any Third Party products or services, or to use any information obtained from the Application and the Application Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
10. To sell, assign or otherwise transfer your profile.

To report a suspected abuse of the Application or a breach of the Terms of Use, please send written notice to the Company at email: [support@idlegcy.com](mailto:support@idlegcy.com)

- 11.4 The Client is solely responsible for his/her/its interactions with other users of the Application or the Application Services, including any communications that is exchanged through the Application Services.
- 11.5 The Company reserves the right, but has no obligation, to review disputes between the Client and other users. This includes the right to review messages exchanged between the Client and the Receiving Customer based on any reports that the Company receives alleging the violation of these Terms of Use through the use of the Application Services, including without limitation, reports regarding alleged harassment, indecency, and offensive messages.
- 11.6 The Company reserves the right (but shall have no obligation) to remove any or all Client Content that violates the aforementioned Acceptable Use Policy. The Client shall immediately take down any Client Content that violates the Acceptable Use Policy, including pursuant to a take-down request from the Company. If the Application Services or the Application are used in a manner that violates or is suspected to violate the Terms of Use in any way, the Company may at its sole discretion, but is not required to disable, suspend or terminate the Client's Account, disable the Client's access to the Application and/or take any steps that it deems appropriate to address the situation. The Company shall have no responsibility or liability for the deletion or failure to store any Client Content and other communications maintained through use of the Services.

- 11.7 The Company may periodically secure and backup Application and Client Content. However, the Client is ultimately responsible for securing and backing up its Application and any Client Content and the Company shall only restore lost Client Content to its last-backup point if the loss was due to fault in the Company's Services or Support Services.

## 12. Privacy and Safeguarding your Personal Data

- 12.1 The Company attaches great importance to the Client's privacy and undertakes to comply with all relevant legislation in force when processing the Client's Personal Data.
- 12.2 [The Privacy Policy](#) explains how the Company obtains and processes the Client's Personal Data.
- 12.3 Before using the Application, the Client must agree to and accept the Privacy Policy.

## 13. Remunerations

- 13.1 The Company offers a trial version of the Application during a term of 14 calendar days. The Standard Version is offered by the Company at a fixed monthly price. If the Client opts for additional Users and/or for one or more Additional Services, an additional monthly price per Additional Service will be charged on top of the price of the Standard Version.
- 13.2 The Standard Version, additional Users and Additional Services shall at all times be sold at the prices as listed on the Website or notified by e-mail at the time of purchase and as applicable for the country in which the Client is located. The price of such additional Users and features shall be calculated pro rata taking into account the remaining term of the selected invoicing term (quarterly resp. annually).
- 13.3 The prices are expressed in euros and exclusive of VAT, unless when specifically determined otherwise.
- 13.4 Under no circumstances I.CNTRL.IT guarantees that it will maintain its prices during a specific period, since this depends on the market structure nor that it will maintain the same prices in every country in which it is active. In so far as the prices are based on the then prevailing wage costs, costs of components/parts, social security contributions and government levies, insurance premiums, costs of materials, exchange rates and/or other costs, I.CNTRL.IT shall, in the event of an increase of one or more of these price factors, be entitled to increase its prices accordingly in accordance with the legally permitted standards.

In the event of an increase of its prices, I.CNTRL.IT undertakes to notify its existing Clients through a communication via e-mail at least one month prior to the application of the new prices.

- 13.5 Promotional gifts by I.CNTRL.IT, in any form whatsoever (including, but not limited to price reductions and discounts), shall only be applicable in accordance with the guidelines and

conditions expressly stated in this regard. The Client acknowledges that such promotional gifts are not cumulative and are personal by nature and can never entail an implied right thereto.

- 13.6 If the Company changes the cost of the Application, including by adding additional fees or charges, the Company will notify the Client of such changes in advance. If the Client does not agree to these modified Fees, the Company may terminate the Client's access to the Application.

## 14. Payment

- 14.1 The Application Fee (whichever is applicable) will become payable as set out in the Commercial Offer. All payments of invoices correctly issued by I.CNTRL.IT to the Client under these Terms of Use shall be final and non-refundable. Invoices are sent by email in PDF-format to the Client's contact person(s), named in the Commercial Offer. The Client may explicitly request I.CNTRL.IT in written to send a copy of the invoices to a physical address, without prejudice to relevant legal requirements.
- 14.2 Client agrees to make all payments due to I.CNTRL.IT under the provisions of these Terms of Use within thirty (30) days of the date of invoice, unless Parties have agreed otherwise in writing. Client agrees to make every payment due to I.CNTRL.IT under the provisions of these Terms of Use in EUR. In event of late payment, all Client payment obligations to I.CNTRL.IT will immediately become due and payable.
- 14.3 The Application Fee shall be subject to an annual adaptation on January 1st of every year, whereby the new index will be the index of September of the previous year. The Application Fee shall automatically be increased by a percentage equivalent to the aggregate percentage increase in the Agoria "refertelonen landsgemiddelde" index or if the Agoria index is no longer published, the index replacing it or failing such index by another index reflecting the increases of labour cost. A negative index shall have no impact on the fees. I.CNTRL.IT has no obligation to inform the Client in advance of this indexation. The base index taken is the index applicable three (3) months before the signing of these Terms of Use. Every invoice made by I.CNTRL.IT shall be deemed to have been definitively accepted by the Client if it is not disputed by registered letter sent to I.CNTRL.IT wherein the reason for the dispute is explained, and this within ten (10) days after the invoice date of that specific invoice.
- 14.4 All fees payable to I.CNTRL.IT under these Terms of Use shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever, unless the same are required by law, in which case the Client undertakes to pay I.CNTRL.IT such additional amounts as are necessary in order that the net amounts received by I.CNTRL.IT after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding. Sums stated to be payable under these Terms and Conditions do not include any applicable value added tax or other taxes, which shall be additionally charged to the Client. The Client is responsible for payment of all general, state or local import, usage, value added, withholding or other taxes associated with the supply or use of the Licensed Materials, the Maintenance Services, the Hosting Services and the Professional Services. The Client shall promptly reimburse I.CNTRL.IT for any such taxes or duties paid by I.CNTRL.IT.

14.5 The amount of any invoice which has not been paid within thirty (30) days from the invoice date shall automatically be subject to a late payment interest equal to the legal interest rate of the Act of 2 August 2002 on late payment interests in commercial transactions, which interest shall be compounded daily as of the due date until receipt of full payment by I.CNTRL.IT. In addition, Client shall pay all costs incurred by I.CNTRL.IT as a result of the (extra)judicial enforcement of the Client's payment obligation under this article. If Client fails to pay any outstanding amounts within thirty (30) days from receipt of a written default notice, I.CNTRL.IT shall be entitled to suspend its obligations and the Client's rights hereunder until receipt of payment of such outstanding amounts.

## 15. Liability

15.1 All warranties, conditions and representations otherwise implied by applicable laws with respect to the Application are excluded to the fullest extent permitted by law and are rejected. In particular, the Company does not represent or warrant that the Application is error-free, free of viruses or other harmful components, or that defects will be corrected. The Client must take his own precautions in this respect. To the maximum extent permitted by law, in no event shall the Company be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect the Client's computer equipment, computer programs, data or other proprietary material through the use of the Application and the Application Services.

15.2 To the fullest extent permitted by law, the Company assumes no liability for any failure to maintain the Application and/or to deliver the content or to deliver it in a timely manner.

15.3 The Client agrees that the Company can only be held liable on the basis of these Terms of Use to the extent that the damage suffered by the Client can be directly attributed to the Company. For the avoidance of doubt, the Company shall not be liable for claims arising from:

- The inappropriate use of the Application by the Client;
- Modification of the Application (or parts thereof) by the Client or Third Parties;
- The Client's failure to use the latest version of the Application made available to the Client or the Client's inability to integrate or install corrections made by the Company to the Application;
- The Client's use of the Application in combination with products or services that do not belong to the Company.

15.4 To the fullest extent permitted by applicable law, the Company shall not be liable to any Third Party for any special, indirect, exemplary, punitive, incidental or indirect damages of any kind, including, but not limited to, damages or costs resulting from loss of profits, data, revenues, goodwill, of the acquisition of replacement services or of damage to property arising from the Application that are subject to these Terms of Use, including, but not limited to miscalculations or use, misuse of the Application or inability to use the Application, regardless of the cause of the claim or the theory of liability - whether due to tort, contract or otherwise - even though the Company has been advised of the likelihood of such damage.

- 15.5 The Application may contain inaccuracies and typographical errors. The Company does not warrant the accuracy or completeness of the content and services offered on the Application. In addition, the Company expressly reserves the right to correct any misinformation on the Application.
- 15.6 The Company shall not be liable in any way for any damages resulting from the Client's and/or the Receiving Customer's acts or omissions to act on the basis of the content available on the Application. Similarly, the Company shall not be liable for any acts, errors, omissions, representations, warranties, violations or omissions of Third Party independent service providers.

## 16. Guarantees and disclaimers

### I. By the Company

- 16.1 Except as expressly provided in these Terms of Use and to the extent permitted by applicable law, the results are provided "**as is**". The Company does not (and hereby rejects all) other warranties, covenants or representations and conditions, whether written or not, oral, express or implied and without limitation, and all implied warranties regarding adequate quality, handling, trade use or practice, merchantability, usefulness, availability, title, non-infringement or fitness for a particular use or purpose, subject to the use, misuse or inability to use the products or services provided to the Client by the Company.
- 16.2 The Company does not guarantee that:
- All errors can be corrected or access to or operation of the Application will always be uninterrupted, safe and error-free.;
  - The information, including but not limited to the results, that is available on or through data is provided by the Application true, complete and accurate.
- 16.3 **The Client expressly acknowledges and agrees that the Company does not guarantee that the request of the Client's customer shall be handled by the Client. The Company provides merely a means, being a platform and application, through which requests can be communicated to the Receiving Customer. The Company cannot be held liable for any responses, lack of responses, the quality, accuracy, completeness and GDPR-compliance of any of the responses the Client provides.**
- 16.4 The Client expressly confirms and agrees that the Client's use of the Application and the results are at his/her own risk. The Client acknowledges and agrees that there are risks associated with the transmission and storage of information over the Internet and that the Company shall not be liable for any loss of data, including, but not limited to, the results and all related usage content.
- 16.5 The Company shall indemnify and defend the Client, as stipulated herein, against substantiated and well-founded claims of Third Parties to the extent that the claim is based on a violation of the Third Party's Intellectual Property Rights by the Application and/or the Documentation and to the exclusion of claims that are the result of the Application and/or the Documentation:

- The unauthorized use of the Application by the Client;
- Modifications of the Application by the Client or Third Parties;
- The Client's failure to use the most recent version of the Application and/or Documentation made available to the Client or the Client's inability to integrate or install corrections made by the Company to the Application and/or the Documentation if the Company indicated that the update or correction was necessary to prevent a potential breach;
- The Client's use of the Application in combination with products or services that are not specific to the Company.

16.6 Any such indemnity obligation shall be subject to the following conditions:

- The Company shall be promptly notified in writing of any such claim;
- The Company shall at its sole discretion determine the defense and settlement of any such claim;
- At the Company's request, the Client shall cooperate fully with the Company in defending and settling any such claim at the Company's expense;
- The Client does not make any representation as to the Company's liability in respect of any such claim, nor does the Client agree to any settlement of such claim without the Company's prior written consent.

If these conditions are met, the Company will indemnify the Client for all damages and costs incurred by the Client as a result of any such claim, as awarded by a competent court of last instance or as agreed in the settlement with our prosecutors.

16.7 If, in the Company's reasonable opinion, the Application and/or Documentation is likely to be the subject of an infringement action by a Third Party, the Company reserves the right, in its sole discretion and at its own expense, to:

- amend the Application and/or the Documentation (or the (allegedly) infringing part thereof) so that the infringement no longer exists, but the equivalent functionality is maintained;
- obtain a license for the Client to continue to use the Application and/or the Documentation, in accordance with these Terms of Use;
- to terminate the agreement.

## **II. By the Client**

16.8 The Client shall indemnify and hold the Company harmless from any claim, demand, loss, liability or damage of any kind, including reasonable attorneys' fees, whether in tort or in contract, that it or any of them may encounter as a result of any claim by any Third Party with respect to:

- the Client's breach or violation of any provision of these Terms of Use or any other instructions or policies;
- Client Content in Violation of Third Party Intellectual Property Rights;
- Fraud, deliberate deception or gross negligence on the part of the Client.

16.9 The Company is under no obligation to the Client to back up the content and/or results of use. The Client agrees that the use of the Application in violation of or in violation of the Client's provisions and warranties in this article constitutes an unauthorized and improper use of the Application.

## 17. Updates or changes to our Terms of Use and/or our Application

17.1 The Company reserves the right at any time, with or without reason and without prior notice to or liability to the Client:

- amend, supplement or amend these Terms of Use;

- modify the Application. This also includes the removal or discontinuation, temporarily or permanently, of any service or other feature of the Application without any liability to the Client or any Third Parties; and/or

- reject or discontinue your use of and/or access to the Application in part, temporarily or permanently.

17.2 Any such changes, additions or modifications to the Terms of Use and/or the Application shall become effective immediately upon the Company's making them available on the Application or upon notice to the Client.

17.3 By continuing to use the Application, the Client consents to any changes, additions or modifications made to the Terms of Use and/or the Application.

17.4 The Client does not have the right to modify, supplement or adapt these Terms of Use in any way.

17.5 With regard to changes, additions and/or amendments to our Privacy Policy, the Client will be notified separately in accordance with Article 1 of our Privacy Policy.

17.6 The Company advises the Client to consult the Terms of Use on a regular basis, so that the Client is aware of the most recent Terms of Use that he/she must respect.

## 18. Term and Termination

18.1 The agreement is effective from the moment that the Client creates an Account and remains effective until it is terminated or replaced by a new agreement, or, if none of these events occur, as long as the Client continues to use the Application. In the event that the Company elects to cease supplying the Application, or to grant a Third Party the right to supply the Application, the Company will notify the Client at least three months in advance.

18.2 ***Termination by the Client***

The Client may terminate the Agreement by giving written notice to I.CNTRL.IT by email <[support@idlegcy.com](mailto:support@idlegcy.com)>:

(i) At any time and for any reason, as long as such termination takes place at least 15 calendar days before expiration of the Term.

Every termination by the Client less than 15 calendar days before expiration of the Term shall be without object since the agreement shall automatically be prolonged (cfr. Article 18.1). Consequently, the Client shall be obliged to pay the invoice concerning the renewed Term, even if the Client has no intention to continue its use of the Application and the Services.

(ii) In the event he cannot agree with one or more of the following circumstances (non-limitative) and such termination takes place within 30 calendar days after being notified thereof by I.CNTRL.IT: **(i)** a change in the offer of the Services, which entails a significant disadvantage for the Client, **(ii)** a change of these Terms of Use by I.CNTRL.IT (cfr. **Article 3**) or **(iii)** any announced price adjustment by I.CNTRL.IT (cfr. **Article 14**). Under no circumstances, this entitles the Client to claim any sort of damages or compensation from I.CNTRL.IT;

### 18.3 **Termination by I.CNTRL.IT**

Without prejudice to any other right or remedy I.CNTRL.IT may have against the Client, I.CNTRL.IT can terminate the agreement at any time and without legal intervention in the event of exceptional circumstances which makes it impossible to continue any professional cooperation between I.CNTRL.IT and the Client.

The Client agrees that the following circumstances should be considered as exceptional circumstances:

(i) If I.CNTRL.IT detects or has substantial reasons to assume that:

- The Client Data are false, misleading, inaccurate or obsolete;
- The Client materially breaches any of the provisions of these Terms of Use and, notwithstanding a notification from I.CNTRL.IT (i) to rectify the situation as well as (ii) to refrain from such a breach and, if possible, (iii) prevent such a breach or breaches from occurring in the future, fails to comply with such a request within 30 calendar days following receipt of such notification, without prejudice of I.CNTRL.IT to claim from the Client an additional compensation as a result of this contractual breach;
- The Client uses the Application and Services for unauthorized, illegal and/or inappropriate purposes;
- The agreement with the Client is based on incorrect or false information of the Client; or
- The Client ordered the Services for reasons that cannot be considered as objectively reasonable and acceptable.

(ii) If the Client ceases its payments, files a declaration for bankruptcy, is declared bankrupt, enters into a liquidation or similar proceedings or is liquidated;

(iii) If the Client commits an act of dishonesty, disloyalty or fraud with respect to I.CNTRL.IT, its business or the Application and Services;

In the event of such termination by I.CNTRL.IT, notified by email, the agreement will be automatically terminated without a period of notice or compensation and without prejudice to the right of compensation.

#### 18.4 ***Consequences of termination.***

Upon termination of the agreement:

- By the Client, the Company undertakes within 2 working days – but in any event not before the ongoing Term expires – to deactivate the Client’s Administrator Account and User’s Accounts and shall use its best efforts to inform the Client of such deactivation in advance;
- By the Company, the latter shall (i) deactivate the Client’s Administrator Account and Accounts and (ii) notify the Client that it has the possibility during a term, as mentioned in such notification, to export the Client Data through the available export tools;
- The Company is entitled to refuse any request from the Client to enter into a (new) agreement with regard to the use of the Application and Services;
- Each party will discontinue its use and will return the Confidential Information and proprietary materials of the other party.

If the Client fails to have exported its Client Data prior to terminating the agreement or within the term granted by the Company following its termination, the Company shall first delete the Client Data via ‘soft deletion’ and subsequently, once a term of (maximum) six (6) months has passed, anonymize the Client Data.

The termination of the agreement, for whatever reason, shall not prejudice the rights acquired by each party.

### 19. Availability, regular Maintenance and updates

19.1 The Company offers its Clients the possibility to check at all times, live and in real-time the availability of the Services through its Website. In the event of problems with the availability of its Services, the Company undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, the Company shall be free to determine on what is to be considered an adequate solution or compensation for its Clients in this respect.

19.2 The Company wishes to keep the quality of the Application and/or Services high by performing maintenance activities and implementing updates on a regular basis. The Company undertakes to minimize the impact of such maintenance activities and updates on the availability of the Application and Services but does not exclude any downtime in this respect. In any case the

Company undertakes its best effort to inform the Client thereof in due time, unless this is impossible or not useful.

19.3 The above gives no grounds for compensation to be born by the Company.

## 20. Varia

20.1 **Force Majeure.** The Company shall not be liable for any failure or delay in the performance of its obligations with respect to the Application if such failure or delay is due to causes beyond our control, including but not limited to force majeure, war, strikes, lockouts, riots, epidemics, fire, communication line failures, power outages, earthquakes, other catastrophes, unauthorized access to our information technology systems by Third Parties, or for any other reason if our failure to comply with the obligations is beyond our reasonable control.

20.2 **Entire agreement.** Together with our Privacy Policy, these Terms of Use form the complete agreement and arrangements between the Client and the Company. These Terms of Use supersede all previous proposals, agreements and all other oral and written agreements between the Client and the Company with respect to this subject matter.

20.3 **Separability.** If any provision of these Terms of Use is found by any court of competent jurisdiction to be unenforceable or invalid, the other provisions of these Terms of Use shall remain enforceable. The invalid and unenforceable provision will be deemed amended to be valid and enforceable to the fullest extent permitted by law.

20.4 **Dissolution.** Failure to make a particular provision of the Terms of Use enforceable does not mean that it or any other provision will be lifted.

20.5 **Assignment.** The Company may freely transfer or assign all or part of the rights and obligations described in these Terms of Use without the Client's consent and without notice to the Client. The Client may not assign these Terms of Use or any of the rights and obligations under these Terms of Use without our prior written consent. These Terms of Use are binding on and for the benefit of the parties and their respective successors and assigns.

20.6 **Notifications.** All our notifications intended to be received by the Client are deemed to have been delivered and to be in force when sent to the e-mail address provided by the Client when creating your Account. If the Client changes this e-mail address, the Client must also change his/her e-mail address on the personal settings page.

20.7 **Continuation.** Articles 8, 12, 13, 14, 15, 17, 18 and 19.8 shall remain in force even after termination or expiry of the agreement.

20.8 **Applicable law and jurisdiction.** The Agreement shall be governed exclusively by and construed in accordance with Belgian law and shall not be construed in accordance with any conflicting laws or regulations. The courts and tribunals of Ghent have exclusive jurisdiction if any dispute arises in relation to the Application.

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If you have any further questions about the Application or these Terms of Use, please contact the Company at the following address: [\*\*<info@idlegcy.com>\*\*](mailto:info@idlegcy.com)

These Terms of Use are provided electronically on the Website: [\*\*<https://I.CNTRL.IT>\*\*](https://I.CNTRL.IT). A paper version is available on request via [\*\*<privacy@idlegcy.com>\*\*](mailto:privacy@idlegcy.com)