

# Doccle Terms and Conditions

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Version April 2023

## 1. Definitions

In these terms and conditions (the "**Terms and Conditions**"), the following terms are used with the following meaning, unless expressly stated otherwise:

- 1.1 **Account:** Your personal access based on Login Details that you must create to access the Platform and the Service.
- 1.2 **GDPR:** Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 1.3 **Content:** All information and data (such as documents, photos, profile data and administrative data) that are placed on the Platform, that you receive, consult, share via the Platform, that are made available to you or that you upload yourself.
- 1.4 **Data points:** Personal data or other personal data of yourself or of third parties (in accordance with Article 8.3 of these General Terms and Conditions) such as your national register number, your telephone number, e-mail address, bank account number, customer number, as entered and validated by you in your Account and of which it is indicated that on the basis of this a Connection Proposal can be established.
- 1.5 **Service:** The current and future services offered to you by Doccle on the Platform as explained in Article 6 of these General Terms and Conditions.
- 1.6 **Doccle:** The private company Doccle with its registered office at Buro & Design Center, Esplanade box 65, 1020 Brussels and registered with the Crossroads Bank for Enterprises under number 0846.382.408 (RPR Brussels, Dutch-speaking department). Doccle's main activity consists of offering a digital Platform (see Article 1.17) on which Services (see Article 1.5) are available.
- 1.7 **Doccle Code:** The unique code that the Partner provides to you on the basis of which a Connection can be established.
- 1.8 **Purpose:** The purpose of this Agreement, in particular to consult, manage, pay for and share Content in digital format in order to simplify your administration.
- 1.9 **End User:** The natural person, sole proprietorship or legal entity who creates an Account with a view to accessing the Platform and using the Service.
- 1.10 **Titleholder:** The natural person, legal person, government, authority or public institution that is entitled to use or distribute a document and/or data.
- 1.11 **Login details:** Your username, password and, if applicable, your E-id or itsme® data with which you can access the Platform.
- 1.12 **Intellectual Property Rights:** All intellectual property rights, whether registered or not, including, but not limited to, patents and patent applications, copyrights, database rights, trademarks, service marks, artwork and logos, rights in software, as well as related rights, in particular the rights of use, continuation, deposit and performance.
- 1.13 **Jailbreak:** Manipulation that makes it possible to bypass the security of an Apple or Android device to run unapproved software on it.
- 1.14 **Agreement:** The contractual relationship that is established between you and Doccle when you accept these General Terms and Conditions and create an Account.

- 1.15 **Partner:** Public and private company with which Doccle collaborates and with which you can establish a Connection via your Account so that Content of this company that is intended for you can be shared with you via the Platform.
- 1.16 **Personal data:** Personal data as defined in art. 4, 1) of the GDPR, in particular all information about an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person.
- 1.17 **Platform:** The digital environment offered to you by Doccle on which you can use the Service, which is accessible via the secure website or the mobile application, developed and managed by Doccle.
- 1.18 **Rooting:** Manipulation to bypass the security of an Android device or other device to run unapproved software on it.
- 1.19 **SEPA Mandate:** A mandate, being a document made available by a Partner on the Platform that you can complete and sign, by which you authorize this Partner to deduct a certain monthly payment from your account every month. to hold. After you have granted a SEPA Mandate, your bank will activate a direct debit.
- 1.20 **Connection:** A link between you and a Partner based on the Doccle Code or after accepting a Connection Proposal, after which the relevant Partner can share Content with you via the Platform and after which you can receive Content via the Platform.
- 1.21 **Connection Proposal:** A proposal to make a Connection with a Partner that is made to you by Doccle on the basis of the Data Points entered by you in your Account, of which a Connection is established after acceptance.
- 1.22 **Zoomit:** A service that is automatically integrated in your online bank and provided by Codabox NV, with its registered office at 3000 Leuven, Diestsepoort 1 and registered with the Crossroads Bank for Enterprises under number 0840.559.537. This service allows documents to be made available for payment in your online bank, after you have registered for this and registered via the channels that Zoomit makes available for this purpose.

All definitions included in this article can be used in either the singular or the plural.

## 2. Subject and scope of these Terms and Conditions

- 2.1 By accepting these General Terms and Conditions and creating an Account, an Agreement of indefinite duration is concluded between you and Doccle. These General Terms and Conditions apply to the Agreement between you and Doccle and to any access or use of the Platform or the Service offered to you on or via the Platform.
- 2.2 If you do not agree with any provision of these Terms and Conditions, you must refrain from accessing the Platform and the Services offered thereon.
- 2.3 For the application of these General Terms and Conditions and the performance of the Agreement, you agree with Doccle that Brussels is the place where the obligations between you and Doccle have come about and where these obligations will be performed.
- 2.4 The Agreement between you and Doccle is governed by the English language. By choosing the English language when creating your Account, you agree that current General Terms and Conditions will be delivered to you in English.

- 2.5 Prior to creating an Account, you declare that you have taken note of the General Terms and Conditions, read them, understand them and accept them. You can download the text of these General Terms and Conditions at any time via our website [www.doccle.be](http://www.doccle.be) in a version that you can display, save and print.
- 2.6 By accepting these Terms and Conditions, you acknowledge that you are or will be at least 16 years old in the year you create an Account.
- 2.7 These General Terms and Conditions are an essential part of the Agreement between you and Doccle for Doccle. No agreement will be concluded with Doccle if you do not accept Doccle's General Terms and Conditions.

### **3. Creation of the Account**

- 3.1. To access the Platform and to use the Service, you must create an Account.
- 3.2. In order to create an Account, you must enter a number of Personal Data. After entering this Personal Data, you will receive an email in accordance with Article 17 of these Terms and Conditions to confirm your email address.
- 3.3. You agree to provide accurate and complete Personal Data when creating the Account. You also undertake to update the Personal Data of your Account to keep it accurate, up-to-date and complete, in absence of which Doccle cannot guarantee the proper functioning of the Service and in absence of which Doccle can suspend or terminate your Account in accordance with article 15 of these General Terms and Conditions.

### **4. Access to the Platform**

- 4.1. In addition to legal persons, only natural persons from the year in which they reach the age of 16 can access the Platform and use the Service. This applies with the exception of making electronic payments via the Platform and concluding a SEPA Mandate via the Platform, which is only permitted if you are of age (18+) and legally competent. If you are a minor, you will refrain from performing these actions via the Platform.
- 4.2. Doccle will use all reasonable efforts and care to make and keep access to the Platform available to you. Doccle will make all reasonable efforts to guarantee a reasonable level of security by, for example, ensuring that the Service and the Platform are free from loss, corruption, attacks, viruses, interference, hacking or other security breaches.

### **5. Use of the Account**

- 5.1. You agree to use your Account for personal purposes only or you represent on behalf of the entity for which you are creating the Account to use the Account only for that entity's purposes. An Account for an entity can only be created by an authorized representative of the relevant entity.
- 5.2. You agree to use your Account solely for the Purpose pursuant to these Terms and Conditions and in accordance with applicable law. Doccle cannot be used for purposes specifically set by you that are not further described in these General Terms and Conditions. If you do so, Doccle

may suspend or terminate your Account in accordance with Article 15 of these General Terms and Conditions.

5.3. You agree that your Account is non-transferable.

## 6. The Service

6.1. Doccle offers you the following Services via the Platform.

Doccle offers the following essential Services, which are the subject of the Agreement between you and Doccle:

The possibility to:

- to log in via a login/password combination, E-id or itsme®;
- receive Content from Partners by making Connections;
- view and organise Content;
- consult the archive of Content;
- manage your Personal Data.

In addition to the above essential Services, Doccle also offers you the following non-essential Services for your convenience, which are additional in light of the Agreement between you and Doccle. The possibility to:

- organize content based on a stronger level of security, sign, pay, search, email, download;
- to read content and to accept content;
- upload files yourself within the restrictions set by Doccle as stipulated in Article 9 of these General Terms and Conditions. Doccle has the option to increase the limit of the maximum number of documents. If you request additional volume yourself and to the extent that Doccle is able to supply this, costs may be charged for this. You will be informed in advance of all prices and conditions before committing to them;
- view content mobile on the mobile application offered by Doccle;
- share Partner Content and Partner Connections with other End Users;
- receive reminders and notifications about deadlines related to the Content on the Platform;
- make electronic payments;
- Arrange, manage or cancel a SEPA Mandate in favour of a Partner;
- Share content and connections with your accountant;
- Receive electronic registered mail from Partners;
- Place electronic signatures on documents.

Actions that are not included in this article are not made available as a Service by Doccle at the moment you take note of these General Terms and Conditions and accept them.

6.2 Doccle may call on third parties for the provision of the Services. Specific user conditions may apply to the use of one or more services, about which you will be informed in advance if necessary.

6.3 Doccle makes the Platform and the use of the Service available via the website. In addition, the Platform can also be accessed via an application available in the official app stores.

Depending on ease of use, Doccle will only make certain Services available via the website or only via the application, which you accept. On the website [www.doccle.be](http://www.doccle.be) you can consult which Services are available via the website and the application.

- 6.4 Doccle is not a payment service provider, as defined in Article I.9 of the Code of Economic Law.

## **7. Adjustments General Terms and Conditions and Services**

- 7.1 Doccle reserves the right to unilaterally change the General Terms and Conditions (including the essential Services as described in Article 6.1 of these General Terms and Conditions). In the event of a proposed change to the General Terms and Conditions, you will be informed by e-mail at least 1 month before the intended change, which will also explain which changes will be made. During this period you can terminate the Agreement with Doccle free of charge if you do not accept the amended general terms and conditions.

If you continue to use the Platform and the Service after the aforementioned period of 1 month, you agree to the amendment of the General Terms and Conditions.

- 7.2 Doccle also reserves the right to unilaterally change the non-essential services as described in Article 6.1 of these General Terms and Conditions. Prior to changing a non-essential Service, you will be notified in accordance with Article 17 of these Terms and Conditions.

## **8. Connections with Partners and Content**

- 8.1. Connections to a Partner can be established in one of the following ways:
- 8.1.1. You actively click on the word 'connect' under the name and logo of the Partner on the Platform and fill in the Doccle Code that the Partner makes available to you;
  - 8.1.2. You accept the Connection Proposal made to you. This connection proposal is created by a match between your Data Points and the Data Points as supplied by the Partner.
  - 8.1.3. You actively click on 'Doccle connect' via the link that is sent to you by e-mail or that is visible on the Partner's platform or that is made available via a QR code.

By making such a Connection, the relevant Partner will be able to share Content with you through the Platform. You can terminate a Connection with a Partner at any time by means of an explicit request via the Doccle communication channels as described in Article 17.4 of these General Terms and Conditions, after which future Content will no longer be sent to you by the Partner via the Platform. Content that you received from the Partner before the connection was terminated will no longer be available through your Account after the termination of a Connection with the Partner. You are solely responsible for downloading the Content of your Connection to the Partner before your Connection is terminated.

- 8.2. If you make a Connection with a Partner who uses Zoomit and you unsubscribe from Zoomit or indicate in your online bank that you no longer use Zoomit, the Connection with the Partners who work via Zoomit will automatically be terminated.
- 8.3. You undertake to establish Connections only on the basis of:
- 8.3.1. Your own Personal Data or Data Points;
  - 8.3.2. Data points of third parties for which you have the right to establish a Connection on the basis of a legal or contractual basis;

8.3.3. Data points of third parties who have given you explicit permission to establish a Connection.

In the event that the legal or contractual basis in accordance with Article 8.3.2 of these General Terms and Conditions or the permission in accordance with Article 8.3.3 of these General Terms and Conditions lapses or is withdrawn, you undertake to immediately terminate the Connection and Doccle will in accordance with Article 17 of these General Terms and Conditions.

In the event that you make or use a Connection in violation of this article 8.3, you are responsible for all consequences and you will indemnify Doccle in accordance with article 11.4 of these General Terms and Conditions.

## 9. Use of the Service

- 9.1. Doccle makes the Service available in Belgium. Doccle also strives to make the Service available in as many other countries and languages as possible. Doccle cannot be held liable if the Service is not available for use at a specific location.

Insofar as you choose to use the Service even though this is not permitted in application of applicable regulations or applicable measures issued by a government, you do this on your own initiative and you are responsible for the consequences thereof and you will indemnify Doccle for this. in accordance with article 11.4 of these General Terms and Conditions.

- 9.2. To use the Service and the Platform, you must have a compatible device, access to the internet and certain third-party software (such as, among other things, software that is required to log in with your electronic identity card) which may be subject to a fee and may require periodic updates. These elements are important to guarantee the proper functioning of the Service. For an optimal user experience, a high-speed internet connection and the latest version of the required software is highly recommended.

The use of the Service and the Platform on a computer is possible if you have the Windows or Mac operating system. You can consult the operating systems supported by Doccle on our website [www.doccle.be](http://www.doccle.be).

- 9.3. You are responsible for connecting and configuring the equipment and software necessary to use the Service and for the configuration of this equipment and software. Changes to the configuration of the equipment and/or software are always made at your risk.
- 9.4. You are solely responsible for the management of your Login Credentials, as well as for any activity that is performed using your Credential Credentials. You will take appropriate measures to detect, limit, prevent and, if necessary, mitigate the loss and/or misuse of Login Details or Account and take all necessary measures to remedy the loss as quickly as possible. In any case, you will immediately inform Doccle in accordance with Article 17 of these General Terms and Conditions of any loss and/or misuse and/or falsification of your Login Details.
- 9.5. Doccle grants you a non-exclusive, personal and non-transferable right to use the Service. You are solely responsible for damage resulting from unauthorized use of your Account in the event that you act in violation of these Terms and Conditions.

- 9.6. If you or a Partner uploads, transmits through the Platform, or makes available through the Service Content, the person (you or the Partner) who uploads, transmits, or makes available the Content is responsible for the content and accuracy of such Content.
- 9.7. You agree not to store, use or share any Content that does not belong to you, except with the permission of the Grantee. It is your responsibility to obtain and prove the consent of the Entitled.
- 9.8. Doccle advises you to make regular backups of your Content on your Account and on the Platform by, for example, also storing this Content elsewhere.
- 9.9. You agree not to use the Service:
- a) to upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libellous, abusive, violent, obscene or vulgar, or that invades the privacy of others, or that is hateful, racially or ethnically offensive, or otherwise objectionable, or otherwise violates any law, including Intellectual Property Rights;
  - b) to pretend to be a person or entity that you are not in reality, including by misrepresenting your identity or misusing someone else's name or identity.
  - c) to upload, download, post, email, transmit, store or otherwise make available files that contain viruses or any other computer code, files or programs intended to interfere with the normal operation of the Platform, damage, interfere with or limit the Service (or any part thereof) or any other computer software or hardware;
  - d) to plan, develop or otherwise prepare criminal activities in any way;
  - e) to collect and store personal information of other users of the Platform and the Service, if necessary for the purpose of using it in connection with any of the aforementioned prohibited activities;
  - f) to abuse or take advantage of a system error;
  - g) with manipulated devices such as via Jailbreak or Rooting;
  - h) to harm the rights of third parties or have a disruptive effect on other End Users;
  - i) reproduce, copy, sell or in any way exploit the Platform or the Service;
  - j) in violation of these Terms and Conditions.

When you become aware of such facts, you will inform Doccle thereof. Doccle reserves the right, if one of the above situations occurs, to suspend your access to your Account or to terminate your Account in accordance with Article 15 of these General Terms and Conditions.

- 9.10. If your actions jeopardize the Platform, the Service or other systems of Doccle, Doccle has the right to take all reasonable measures to secure them, including the temporary suspension of your Account or the termination of your Account in application of Article 15 of these Terms and Conditions.



## 10. Operation of the Service and the Platform

- 10.1. Due to maintenance work or updates, access to the Platform and the operation of the Service may be temporarily interrupted. Any interruption will be notified as much in advance as possible. Doccle will do its utmost to limit the interruption to a reasonable period during which you will be inconvenienced as little as possible.
- 10.2 The Service and the Platform may be delayed, unavailable or inaccurate due to various factors, including your location, the speed of your internet connection, technical reasons, maintenance or updates. These factors cannot give rise to liability on the part of Doccle, unless in the case of an intentional error, gross negligence or fraud on the part of Doccle.

## 11. Liability

- 11.1. Except in the event of its own intentional error, gross negligence or fraud in the performance of the Agreement, Doccle is not liable for:
- (i) the content of the Content that you receive via the Platform, the non-execution or incorrect execution of or incorrect follow-up of Content that you receive via the Platform, such as (but not limited to) the late payment of invoices that you send via the Doccle Platform. receives. Nor is Doccle responsible for the operation of your selected payment method via the Platform;
  - (ii) any damage or changes to the device with which you access the Platform including (but not limited to) your computer, tablet and smartphone, as a result of installing third party software, updates or using the Service or the Platform;
  - (iii) the temporary unavailability, suspension, interruption or delay of the Platform or of all or a specific Service as a result of maintenance work, updates, force majeure or as a result of other circumstances beyond the control of Doccle;
  - (iv) damage resulting from any difficulty or temporary inability to use the Service or access the Platform due to a problem with the device with which you use the Platform, or any other problem with the internet connection or your software or hardware/that of a third party that results in the Platform or Service being unavailable;
  - (v) damage, loss or removal of the Content if Doccle has taken all reasonable technical and organizational measures to guarantee a reasonable level of security;
  - (vi) damage as a result of the unavailability of websites or information of Partners, or as a result of inaccuracy, incompleteness or inaccuracy of the information provided by Partners, nor can this information give rise to any obligation or liability on the part of Doccle;
  - (vii) amage of any kind as a result of the unlawful use of the Account or the Service by you (including as a result of breaches of cyber security, viruses, hacking, or other breaches



of security) or by third parties if you do not immediately close your Account. have it blocked if you notice the loss, theft or misuse of your Login Details or if you have passed your Login Details on to third parties;

- (viii) the availability and accuracy of Partner websites or Content advertisements, products or materials on or available through such websites or Content.

- 11.2. Doccle's liability is in any case limited to repairing the real, direct and personal damage you have suffered, to the exclusion of, but not limited to, immaterial, indirect or consequential damage, including, but not limited to, loss of profit, sales, income, production, administrative costs, increased overheads, loss of data or claims of third parties to the greatest extent permitted by applicable law at the time of the causative event.

Doccle's liability is in any case limited to a maximum amount of EUR 500.00 per claim.

- 11.3. This article 11 is without prejudice to the liability regime as included in the privacy statement in the event that you have suffered material or immaterial damage as a result of a breach of the GDPR by the controller or processor.
- 11.4. You fully indemnify Doccle against any damage, loss, cost, claim or expense that (i) ensues from the improper use of the Service or the Platform, (ii) ensues from misunderstanding of the General Terms and Conditions, rights of third parties or statutory provisions, such as, for example, without being exhaustive: establishing and using Connections based on data from third parties without a legal/contractual basis for this or without you having obtained the explicit permission for this from this third party.

## 12. Force Majeure

- 12.1. If Doccle is unable to fulfill its obligations under these General Terms and Conditions due to force majeure, Doccle is not liable for any delay or shortcoming in the fulfillment of its obligations or for any damage that could result for you.
- 12.2. Force majeure means all circumstances beyond Doccle's reasonable control, including but not limited to fire, explosions, power failures, earthquakes, strikes, natural disasters, wars, (cyber)terrorism, riots and occupations.

## 13. Costs

- 13.1. The use of the Service and the Platform is free, but Doccle reserves the right to make (part of a) service payable. In that case, in accordance with Article 7.1, you will have the right to terminate the Agreement with Doccle free of charge.

Doccle can add and activate new Services, whether or not at your explicit request and ask for a price for this, after agreement has been reached between Doccle and yourself.

- 13.2. You must bear the costs related to the purchase, installation and operation of the (mobile) device with which you use the Service and the Platform. The costs charged by a third party, including your network provider for, among other things, access to the internet via a (mobile) device for the use of the Service and the Platform must also be borne by you.

## 14. Intellectual property rights

- 14.1. The Doccle name, the Doccle logo and other brands, images and logos used in connection with the Service and the Platform are trademarks, registered or not, of Doccle or its affiliated companies.

Doccle Partners own their respective Intellectual Property Rights.

These Intellectual Property Rights extend to all communication, information, publications and data provided by Doccle and its Partners.

No Intellectual Property Rights are transferred to you or licenses are given as a result of using the Service and the Platform, including, among other things, trade names, brand names and logos of Doccle and its licensors.

You further agree that you will not remove, obscure or alter any proprietary notices (including trademark and copyright notices) appended to or contained in the Service or the Platform.

- 14.2. You acknowledge and agree that Doccle and/or its licensors own all legal rights, titles and interests in the Service and the Platform, including but not limited to graphics, user interface, scripts and software (the Doccle application) used to implement the Service and the Platform, including all intellectual property rights therein, whether registered or not, and wherever in the world they exist. You further agree that the Service contains proprietary and confidential information that is protected by applicable laws, including those relating to intellectual property and copyright.
- 14.3. You undertake not to infringe the Intellectual Property Rights of Doccle, nor to perform any other act that could in any way affect or negatively influence the Intellectual Property Rights of Doccle or their value. This includes, but is not limited to, prohibiting you from reproducing, duplicating, copying, modifying, publishing, translating, adapting, renting, exploiting, market, make available to third parties, or use the Platform and the Services in any other way that is not in conformity, in whole or in part, both in the original version and in the modified version, for commercial and non-commercial purposes.
- 14.4. If you believe that the use of the Service or the Platform has infringed the Intellectual Property Rights of Content, please contact Doccle in accordance with Article 17 or via [community@doccle.be](mailto:community@doccle.be)

## 15. Right of withdrawal, termination and suspension of the Service

- 15.1. In any event of termination (as further explained below), you are solely responsible for downloading the Content from your Account and the Platform before your Account is closed.

### Right of withdrawal

- 15.2. You have the right, within a period of 14 calendar days after the creation of your Account at Doccle, to revoke the Agreement concluded with Doccle free of charge and without giving any reason.

- 15.3. In case you have made payments to Partners via the Platform before you revoke the Agreement, these cannot be revoked. To exercise your right of withdrawal, you can send an email in accordance with Article 17 of these General Terms and Conditions or to [community@doccle.be](mailto:community@doccle.be) containing an unambiguous notice in which you indicate that you wish to withdraw from the Agreement.

#### **Suspension, cancellation and dissolution**

- 15.4. Under the circumstances determined below, Doccle can at any time and after prior notification, in accordance with Article 17 of these General Terms and Conditions, suspend or terminate access to the Platform and the Service with immediate effect and terminate the Agreement, without you being entitled to any compensation or compensation:

- (a) violations of these Terms and Conditions;
- (b) a request and/or order from a legal or judicial authority;
- (c) when the provision of the Service to you or your use of the Platform is or may become unlawful;
- (d) unforeseen technical or security issues or problems;
- (e) when you engage in any fraudulent or illegal activity related to the use of the Service or the Platform.

When Doccle takes such action, you will be informed about this in accordance with Article 17 and you will be explained what options there are to have Doccle's decision (suspension/termination) reviewed, unless this would expose Doccle to liability or unless the Service, the Platform and Doccle systems are damaged.

- 15.5. In addition, Doccle can terminate your Account after prior notification by e-mail in accordance with Article 17:

- (a) if your Account has not been logged in for a period of one year;
- (b) in the event of a general cessation of the Service.

- 15.6. You can terminate the use of the Service, access to the Platform or a Connection at any time, subject to prior notification to Doccle in accordance with Article 17.

In such a case, Doccle will ask you within 5 working days in accordance with Article 17 whether you wish to confirm the cancellation. Prior to your confirmation of the termination of your Account, you must take the necessary steps to store the Content of the Account elsewhere. After receiving confirmation of the termination of your Account, Doccle will permanently delete the information and data stored in or part of your Account.

- 15.7. Doccle can terminate the Service or access to the Platform with regard to you at any time with a notice period of one month.

After cancellation by Doccle, you still have access to your Account (the Platform (including the Content) and the Services) for 1 month. You must take the necessary measures yourself during this period to store the Content of the Account elsewhere. After this period has expired, Doccle will delete the information and data stored in or part of your Account.

## **Passing Away**

- 15.8. Your access to and rights to the Account or your Content expire upon your passing. Your access to and your rights to the Account or your Content also expire in the event of bankruptcy, dissolution or discontinuation if the End User is a legal entity. This means that access to your Account will be closed. Doccle will permanently delete the information and data stored in or part of your Account and your Content.

## **16. Privacy**

- 16.1. The privacy provisions that apply to the agreement between you and Doccle have been included in a separate privacy statement that you can download from our website [www.doccle.be](http://www.doccle.be).

## **17. Communication with Doccle**

- 17.1. By choosing the English language when creating your Account, you agree that all Communication from Doccle to you will be in English.
- 17.2. Doccle's communication to you will always take place via the e-mail address linked to your Account. It is your responsibility to inform Doccle of any change in your e-mail address.
- 17.3. Complaints can be submitted to Doccle. This can be done via Doccle's customer service in accordance with this article. Doccle will answer these complaints within a reasonable period of time.
- 17.4. Your communication to Doccle can take place (i) via the Doccle contact form <https://help.doccle.be/hc/en-us/requests/new>; (ii) via the e-mail address [community@doccle.be](mailto:community@doccle.be), or (iii) at the address of Doccle, being Buro & Design Center, Esplanade box 65, 1020 Brussels.

## **18. Other provisions**

- 18.1. In the event that one or more provisions of these General Terms and Conditions should be or become invalid or void, this will not affect the validity of the remaining provisions and the part of the provision that is not void and the invalid or void provision will be reduced to what is legally enforceable.
- 18.2. Nothing in these Terms and Conditions shall be construed as conferring any interest, title or license.
- 18.3. Doccle's failure to exercise or enforce any right or provision of these General Terms and Conditions shall not be construed as a waiver of that right or provision. You agree that, unless expressly provided otherwise in these General Terms and Conditions or in mutual consultation with Doccle, third parties cannot derive any rights from this Agreement.
- 18.4. These General Terms and Conditions, together with the documents they refer to, form the entire binding agreement between you and Doccle regarding the Service and the Platform.

## **19. Applicable law and competent court**

- 19.1. The agreement between you and Doccle is governed by and interpreted in accordance with Belgian law.
- 19.2. Any dispute about the formation, interpretation or performance of the agreement between Doccle and you falls under the exclusive jurisdiction of the courts in Brussels, unless the law imposes another mandatory rule of jurisdiction.

## **20. Change register**

- 01/02/2022: change Doccle BV, addition of services, cookie behaviour
- 04/2023: new terms and conditions