

Special Terms and Conditions DocclePro

Version April 2025

1. Definitions

These Special Terms and Conditions (hereinafter: the "Special Terms and Conditions") reproduce the definitions as set out in the General Terms and Conditions. In addition, the following terms are used in the following senses, unless expressly stated otherwise:

- 1.1 **General Terms and Conditions:** the legal provisions that apply to the agreements you enter into with Doccle and which you can consult via the following link: <u>Doccle's general terms and conditions.</u>
- 1.2 **Entrepreneur(s):** any company within the meaning of Article I, 1° of the Code of Economic Law. If reference is made in these terms and conditions to "you" or "your", reference is made to yourself as an Entrepreneur or your company within the meaning of the aforementioned article ("Company").
- 1.3 **Invoice(s):** A written proof of delivered goods/services including the following information: name and address of both parties, date of issue, invoice number, description of the goods/services supplied, total amount excluding and including VAT, applicable VAT rates.
- 1.4 **Partner:** an organisation through which the DocclePro services can be offered.
- 1.5 **Peppol:** The Pan-European Public Procurement OnLine network is a secure network for the electronic exchange of business documents such as Invoices.
- 1.6 **Peppol Access Point:** An organization that enables Enterprises to connect to the international Peppol network by establishing a connection.
- 1.7 **UBL Format**: The Universal Business Language format is a standardized XML format for electronic Invoices. Specifically, we use the Peppol BIS 3, a format based on UBL.
- 1.8 **DocclePro:** The environment within the Doccle Platform where you can use the DocclePro Service after registering your Company.
- 1.9 **DocclePro Service**: The current and future paid services offered to you by Doccle via DocclePro.
- 1.10 **DocclePro Agreement:** the agreement between your Company and Doccle for access to DocclePro and the use of the DocclePro Service, subject to payment of the Price.
- 1.11 **Peppol Service:** A DocclePro Service with which the Entrepreneur can convert his Invoice (manually or automatically (insofar as the uploaded Invoice is readable by the AI Module) via DocclePro to a Peppol UBL e-invoicing format and where DocclePro uses a Peppol Access Point for sending the Invoice.
- 1.12 **DocclePro Content**: All information and data (such as invoices, documents, photos, profile data and administrative data) that are placed on DocclePro, that you receive, consult, share, that are made available to you or that you upload yourself.
- 1.13 Allowed file Formats: Files (including Invoices) can only be uploaded in the following file formats: PDF(.pdf). Files in other formats will not be accepted. Doccle can change this list at any time.
- 1.14 **Price**: You pay an annual fee for access to DocclePro and the use of the DocclePro Service.
- 1.15 **Al Module:** The artificial intelligence module available via DocclePro that allows the uploaded Invoices to be converted to the UBL format by means of advanced recognition technology, which identifies and processes the various invoice elements, such as amounts, dates and company data.



1.16 **Service Level Agreement (SLA):** the quality and conditions of the service that Doccle undertakes to provide to you.

2. Subject matter and scope of these Special Terms and Conditions

- 2.1 These Special Terms and Conditions apply to the use of DocclePro.
- 2.2 By accepting the Special Terms and Conditions of DocclePro, you also accept the General Terms and Conditions of Doccle which are published on our website https://doccle.be/.
- 2.3 The Special Terms and Conditions are an addition to the General Terms and Conditions which apply in full. The Special Terms and Conditions and General Terms and Conditions must therefore be read together and together form the DocclePro Agreement.
 Insofar as these Special Terms and Conditions and the General Terms and Conditions contradict each other, the Special Terms and Conditions take precedence over the General Terms and Conditions.
 - Prior to activating DocclePro, you declare that you have taken note of the General Terms and Conditions and the Special Terms and Conditions of Doccle, that you understand them and that you accept them.
- 2.4 These Special Terms and Conditions are an essential component for Doccle's use of DocclePro and the DocclePro Service. No DocclePro Agreement will be concluded if the General and Special Terms and Conditions are not accepted by you.
- 2.5 Doccle reserves the right to unilaterally amend the Special Terms and Conditions. In the event of an intended amendment to the Special Terms and Conditions, you will be informed by email at least one month before the intended change(s). If you continue to use DocclePro after the aforementioned period of one month, you agree to the amendment of the Special Terms and Conditions. If you do not agree with the intended changes, you can terminate your DocclePro Agreement without Doccle being obliged to refund the Price or pay any other compensation.

3. Activation of DocclePro

- 3.1 You can register your Company via the Doccle Platform DocclePro. After registration and acceptance of the General and Special Terms and Conditions, the DocclePro Agreement will enter into force.
- 3.2 To activate DocclePro, you must first create a Doccle Account on the https://doccle.be website or via the Doccle mobile application.
- 3.3 With the entry into force of the DocclePro Agreement, DocclePro and the DocclePro Service will be activated.
- To register your Company, you must enter an existing company number that actually belongs to the Company that concludes the DocclePro Agreement.

4. Access to DocclePro

4.1 DocclePro is accessible to Entrepreneurs as defined in Article 1 of these Special Terms and Conditions for the use of the DocclePro Service.



5. Use of DocclePro Service

- 5.1 DocclePro Service includes the Peppol Service. To use the Peppol Service, you upload your Invoice via DocclePro, after which your Invoice will be converted manually or automatically into the UBL Format/Peppol BIS 3, as you choose.
- 5.2 By uploading the Invoice in the Permitted Format to DocclePro, you accept that the Invoice entered will be converted to a UBL Format/Peppol BIS 3.
- 5.3 The Peppol Service is aimed at Entrepreneurs, whereby the number of Invoices to be uploaded via DocclePro is limited to a maximum of 500 Invoices / year from the moment of the activation of DocclePro. If you upload more than 500 Invoices / year, an additional cost of 0.05 euros per Invoice will be charged. The fact that Doccle would not immediately invoice the additional cost referred to in the previous paragraph at the time of exceeding the aforementioned limit cannot be regarded as a waiver of rights on the part of Doccle.
- 5.4 Invoices can only be validly uploaded to DocclePro in the Allowed Format.
- 5.5 DocclePro may not be used for illegal purposes.
- 5.6 DocclePro may not be used in a way that violates the General Terms and Conditions and/or the Special Terms and Conditions.

6. DocclePro Service

- 6.1 DocclePro uses the AI Module to automatically convert the uploaded Invoice to the UBL format. However, automatic conversion is only possible insofar as the Invoice uploaded to DocclePro is readable by the AI Module, which at least presupposes that the Invoice has a customary and generally accepted form and content and that the Invoice has been uploaded in the Permitted Format.
- 6.2 DocclePro is not responsible if the Invoice cannot be automatically converted to the UBL Format via the AI Module. Doccle offers the AI Module in the DocclePro Agreement as a tool and not as an essential part of the Peppol Service. For each Invoice, you also have the option of manually converting it into the UBL Format, so that the Peppol Service is also delivered in this way.
- 6.3 You are responsible for the content of the Invoice and its checking, both before and after the conversion into UBL Format. Doccle's obligation is limited to converting the content of the Invoice, as uploaded by you, into UBL Format. Doccle is not obliged to check whether the content of the Invoice is correct or valid and is not responsible for this.
- 6.4 Via the Peppol Service, the Invoice uploaded by you in the Permitted Format is converted into the UBL Format, after which it is sent via Peppol to the addressee you specify.
- The addressee also receives the Invoice in the Allowed Format, in which you have uploaded it to DocclePro, so that visualisation in that Format is also possible.
- 6.6 If the addressee of the Invoice is not affiliated with a Peppol Access Point, the Invoice will be sent by e-mail to the e-mail address of the addressee that you entered when uploading the Invoice.
 - Doccle is not responsible if the e-mail address entered is incorrect or for any other reason that prevents the Invoice from being received by e-mail by the addressee.
- To provide the DocclePro Service, Doccle relies on third parties for certain components (such as the AI module). Doccle is responsible for the third parties it engages.



- 6.8 Doccle follows legislative changes implemented by the Belgian or European legislator in order to keep the DocclePro Service always in accordance with the applicable legislation. Doccle therefore reserves the right to increase the Price in function of any future changes in the law.
- As a result of maintenance work or updates, access to DocclePro and the operation of the DocclePro Service may be temporarily interrupted. Doccle can in no way be held responsible for this. As far as possible, any interruption will be notified in advance. Doccle will do its utmost to limit the interruption to a reasonable period of time so that there will be as little inconvenience as possible for you.

7. Cancellation, cancellation and termination

- 7.1 After registering your Company with DocclePro, you have the right to cancel your DocclePro Agreement free of charge and without giving reasons within a period of 8 calendar days, subject to written notification of your wish to cancel to Doccle via:
 - Email to <u>community@doccle.be</u>
 - the Doccle application

After receipt of your request for cancellation, (1) a refund of the Price will follow within a period of 8 calendar days and (2) Doccle will cancel your Peppol connection if necessary, after which you can establish a Peppol connection via another party.

Your right to a refund of the Price lapses if you have already sent more than 5 invoices via DocclePro within the aforementioned period of 8 days, which you expressly accept.

- 7.2 The DocclePro Agreement is concluded for a fixed period of one year (i.e. 12 months from registration). You cannot terminate the DocclePro Agreement prematurely.
- 7.3 The DocclePro Agreement is automatically renewed annually for the same duration, unless you have signed the DocclePro Agreement at least one month in advance, by means of written notification to Doccle, at least one month before its tacit renewal via:
 - Email to <u>community@doccle.be</u>
 - the Doccle application

The possibility of termination as stated in this article only relates to the prevention of the automatic renewal and does not affect the provisions of article 7.2.

- 7.4 Terminating your DocclePro Agreement does not automatically mean the termination of your Doccle Account.
- 7.5 Whatever the reason for the termination of your DocclePro Agreement may be (including termination by rescission), you are solely responsible for downloading the Content stored on DocclePro in a timely manner before your access to DocclePro is terminated. Unless otherwise agreed, this is on the end date of the DocclePro Agreement.
- 7.6 Doccle may terminate the DocclePro Service subject to a reasonable notice period of 6 months, so that you are able to take out another Peppol connection and remove the Content from DocclePro.

8. Price

8.1 The Price is stated excluding 21% VAT.



- 8.2 Doccle may freely choose to grant discounts and promotions, of whatever nature or magnitude, to certain categories of Entrepreneurs, without Doccle being obliged to grant these discounts and promotions to other Entrepreneurs as well.
- 8.3 Doccle has the right to increase the Price for the Doccle Service when renewing your DocclePro Agreement, provided that it informs you of the price increase at least 60 calendar days before the renewal. If you do not agree with the price increase, you can cancel your DocclePro Account as stipulated in art. 7.3 of the Special Terms and Conditions.

9. Payment

- 9.1 The Price for the DocclePro Service is payable annually. To this end, Doccle will send you an Invoice that you will receive after registering with DocclePro. From the first automatic renewal of the Agreement in accordance with Article 7.3 of these Special Terms and Conditions, the Price will be settled by direct debit, for which Doccle will already request the necessary information. The switch to direct debit cannot give rise to a refund of the Prize or any other form of reimbursement by Doccle.
- 9.2 The first Invoice is payable within a period of 30 calendar days after you receive the Invoice, unless otherwise expressly agreed.
- 9.3 If the first Invoice has not been paid by the due date, Doccle will send you a reminder with a reminder to proceed with payment. If, despite this reminder, you have not made payment within 15 days of the due date, Doccle will send a final reminder. This last reminder takes the form of a formal notice of default, in which you are granted a period of 5 calendar days to make payment. This notice of default expressly states that the DocclePro Service will be terminated if you do not make payment within the period of 5 calendar days.

If the notice of default is not complied with and the Invoice has remained unpaid after the expiry of the period of 50 calendar days in total, Doccle will notify you of the fact that the DocclePro Service and your access to DocclePro will be terminated. In that case, Doccle may deny you the opportunity to re-register for DocclePro and for the use of the DocclePro Service for the future, or subject a new DocclePro Agreement to specific conditions such as, but not limited to, advance payment or shortened payment terms.

9.4 If the Invoice has not been paid in whole or in part on the due date, you will also owe default interest on the outstanding amount equal to that stipulated in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions.

In addition, you will owe a conventional compensation of 25 euros, regardless of the amount of the outstanding balance.

10. Helpdesk and SLA

- Doccle commits to an SLA of 99.9% with regard to the availability of DocclePro and the DocclePro Service.
- 10.2 All questions about the DocclePro Service can be sent by email to community@doccle.be.

 There is no phone support included in DocclePro.
- 10.3 Doccle undertakes to have an SLA of 48 hours (every working day from Monday to Friday from 8:30 a.m. to 5:00 p.m. (CET), except on public holidays in Belgium) in terms of response time in case of questions.



11. Change register

• 04/2025: creation of the DocclePro Special Terms and Conditions



Appendix: Data processing agreement

This Data Processing Agreement forms an integral part of the Special Terms and Conditions regarding DocclePro and applies to the Processing of Personal Data by Doccle (hereinafter: the Processor) on behalf of the Entrepreneur (hereinafter: the Controller).

1. Scope and duration

- 1.1 The Data Processing Agreement forms an integral part of the Special Terms and Conditions regarding DocclePro. The provisions of this Data Processing Agreement apply in full to the DocclePro Service as described in Article 6 of these Special Terms and Conditions.
- 1.2 This Agreement remains in force for as long as the Controller uses the DocclePro Service as described in Article 6 of these Special Terms and Conditions.

2. Processing

- 2.1 The Processor undertakes to process the Personal Data exclusively on behalf of the Controller as described in Article 6 of these Special Terms and Conditions, and in accordance with the applicable laws.
- 2.2 Without prejudice to any other provision in this Data Processing Agreement, the Processor retains the right to act as a Controller with regard to the personal data necessary for the execution of the Special Terms and Conditions regarding the DocclePro Service. It concerns, but is not limited to, the contact details of the Co-contractor, personal data in contracts, communication.

Where Doccle acts as a Controller, Doccle undertakes to comply with the obligations applicable to a Controller under the applicable law as well as the provisions of this Data Processing Agreement.

2.3 In order to provide the services relating to DocclePro, the following Personal Data are processed, per category of Data Subjects.

Purpose	Person(s) involved	Personal data
Uploading, converting and sending Invoices about Peppol	-Entrepreneurs - Recipients of the Invoice(s)	-Identification - Contact details - Additional Personal Data on Invoice.
Archiving of sent Invoices in Doccle.	-Entrepreneurs - Recipients of the Invoice(s)	-Identification - Contact details - Additional Personal Data on Invoice.

3. Transfer of Personal Data

- 3.1 The Processor is permitted to engage additional Sub-processors for (support in) the performance of the DocclePro Service (in addition to Doccle's known Sub-processors). The Processor shall ensure that it enters into contractual agreements with the relevant Sub-processors to ensure the careful processing of the Personal Data by the Sub-processor.
- 3.2 The Processor shall inform the Controller about the addition or replacement of engaged Subprocessors.



3.3 Below is the list of Sub-processors for DocclePro

Name	Role	Description of processing	European Sub- processor
DOKAPI LTD	Sub-processor	AI module	Yes
Codabox BV (Wolters Kluwer)	Sub-processor	Peppol Access Point	Yes

3.4 When the DocclePro service is concluded through a Partner, Doccle may share data about the registration with the Partner.

4. Technical and organizational measures

4.1 The Processor shall take appropriate Technical and Organisational measures to ensure a level of security appropriate to the risk. These measures can be found and are explained in the <u>Doccle TrustCenter</u>.

5. Removal

- 5.1 The Controller is primarily responsible for determining and complying with retention periods.
- 5.2 The Processor does not store the Personal Data for longer than is necessary for the performance of the DocclePro Services.

6. Infringements

- 6.1 The Processor shall take all possible measures to avoid or stop a breach.
- 6.2 As soon as the Processor becomes aware of a breach of Union or Member State provisions on data protection, the Processor shall notify the Controller in writing within a reasonable period of time. Unless this notification is prohibited by applicable law.

7. Rights of Data Subjects

7.1 The Processor shall ensure that, taking into account the nature of the processing, it shall assist the Controller, by means of appropriate technical and organisational measures, to the extent possible in fulfilling the Controller's obligation to request requests for

to exercise the data subject's rights set out in Chapter III of the GDPR.

For all questions about this attachment, please contact Doccle by sending an e-mail to privacy@doccle.be.