



Commitment:

These terms and conditions became stricter following the signing of the Doccle charter in which Doccle expresses its commitment to focus its attention on users and to protect them against any use of data which users did not explicitly agree with.

[The Charter is available here.](#)

THESE TERMS AND CONDITIONS APPLY TO YOUR USAGE OF DOCCLE

## 1. Acceptance of the General Terms and Conditions

These general terms and conditions (the 'General Terms and Conditions') apply to the Service (as defined below).

The Service is accessible to users who have accepted these general terms and conditions ('the User').

By registering for the Service or by using the Service, the User confirms that he, she or it is bound by these General Terms and Conditions, as amended from time to time, and confirms that he, she or it has received, read and understood these General Terms and Conditions and has accepted the content thereof. The User is subjected to these General Terms and Conditions whenever he, she or it uses the Service. The User must read and accept these General Terms and Conditions by ticking the correct box before using the Service for the first time. The User can request a free paper copy of the General Terms and Conditions from the customer service.

If the User does not agree with any provision of these General Terms and Conditions, he, she or it must refrain from using the Service or from obtaining access to them.

By selecting English to configure and register for the Service, the User agrees that he, she or it is provided with these General Terms and Conditions in English and that Doccle sends all communication relating to the Service in English.

The Service is provided by Doccle CVBA, an electronic communication platform for digital archiving and document management within a cooperative structure, the registered office of which is located at Buro & Design Center, Heizel Esplanade, post box 65, 1020 Brussels, and which is registered with the Crossroads Bank for Enterprises under number 0846.382.408 (Brussels Register for Legal Persons) ('DOCCLÉ').

## 2. Description of the Service

Doccle provides the following service ('the Service'):

- a digital platform on which you, as User, can store your personal Content and can make this accessible for compatible services on your compatible mobile devices and computers ('Doccle Platform');

The Service is defined in the following exhaustive list:

- the possibility to connect with partners
- the possibility to login using user/password combination, Eid or ITSME
- the possibility to receive new documents from partners
- the possibility to view a document
- the possibility to handle these documents later
- the possibility to pay these documents
- the possibility to sign documents
- the possibility to mark a document as read and approved
- the possibility to organise the document in an archive on the basis of labels
- the possibility to organise the document on a confidential and highly confidential security level
- the possibility to access the document archive
- the possibility to upload at least 40 documents within the restrictions set by Doccle with regard to size and content
- the possibility to search, and mail documents
- the possibility to download and save documents
- the possibility to view documents on a mobile device on the platforms and devices offered by Doccle
- the possibility to share partner connections with other users
- the possibility to receive reminders and notifications about deadlines in your administration
- the possibility to configure user management, e-mail settings
- the possibility to connect DOCCLLE with Ebox (delivered by the government)
- the possibility to activate/manage and cancel SEPA mandates

Doccle does not provide the User with any payment services as defined in Article I.9 of the Code of Economic Law.

### **3. Content**

- 3.1. "Content" means any information that is generated or filed by means of the use of the Service in the format determined by DOCCLLE, such as, yet not restricted to, data files, documents, administrative data, appliance properties, software, music, graphic versions, photographs, images, sounds, film recordings and messages.
- 3.2. All Content, regardless as to whether this concerns publicly available or privately sent content to the Service, falls under the full responsibility of the person from whom this Content originates.

This means that you, and not DOCCLLE, is the sole person responsible for the Content that you upload, download, post, send by e-mail, send, file or make available to the Service via your usage. DOCCLLE does not check up on the Content that is posted through the Service, neither does DOCCLLE guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and this Content is fully at your own risk.

Doccle's Partners are responsible for the Content that they upload, post, send by e-mail, dispatch, file or make available by any other means by way of the Service.

- 3.3. DOCCLE reserves the right to impose restrictions relating to the Content, e.g. the number and/or size of the photographs that can be uploaded during a certain period, in order to limit unintended or excessive use of the Service.
- 3.4. DOCCLE shall make all reasonable efforts and take due care when providing the Service. Except in the case of deliberate or serious error, DOCCLE cannot be held responsible for damage to or loss or removal of the Content.
- 3.5. Users can, at all times, download the Content shared by them to their own platform, as follows: 1) by mailing documents to your mailbox, 2) by downloading a document, 3) by selecting and downloading groups of documents, 4) by sharing documents with cloud storage. This will ensure that your Content is available to you at all times.

#### **4. Access to the Service**

- 4.1. The Service is available to persons older than 16 years.
- 4.2. Users must create an account ("Account").

In order to use the Service, you must enter your e-mail address and password to authenticate your Account ("Service Registration Data"). You agree to provide accurate and full information when you register for and use the Service and you agree to update your Service Registration Data to keep these accurate and comprehensive. Not providing accurate, up-to-date and full Service Registration Data can lead to your Account being suspended and/or terminated. You agree that DOCCLE can file and use the Service Registration Data in order to execute the Contract.

You may not disclose your Account information to anyone else. You are exclusively responsible for maintaining the confidentiality and security of your Account and for all activities occurring on or by way of your Account, and you agree that you will notify DOCCLE immediately of any breach of your Account security.

DOCCLE reserves the right to limit the number of Accounts that can be made from a device and the number of devices that can be linked to an Account.

You agree that your Account cannot be transferred.

You agree that the rights to your Account or Content by way of your Account lapse upon your demise.

#### **5. Using the Service**

- 5.1. DOCCLE grants Users a temporary, non-exclusive personal and non-transferable right to use the Service. DOCCLE is not responsible for damage pursuant to unauthorised use of your Account due to the fact that you have not observed these rules. You are responsible for any use or abuse of this user's right by third parties.
- 5.2. You are not entitled to pass on in any manner whatsoever, commercialise, make accessible to the public or publicly disclose the Service or any part of it.
- 5.3. The Service or certain facilities or parts thereof may not be available in all languages or in all countries and DOCCLE does not in any way undertake that the Service or particular facilities or parts thereof are suitable or available to be used at a particular location. To the extent that you choose to gain access to the Service and to use it, you do this at your own initiative and you are responsible for compliance with the applicable legislation.
- 5.4. Compatible appliances, access to the internet and particular software (for which payment may be owed) are required in order to use the Service, periodic updates may be required and the operations of these factors can influence the use of the Service. A fast internet connection is highly recommended to enable and facilitate such use. The most recent version

of the required software is recommended to gain access to the Service and this may be required for certain transactions or facilities. You agree that it is your responsibility to meet these requirements, which can be changed regularly. You must stop using the equipment as soon as you notice or should reasonably notice that the equipment/software that you use is not suitable to be connected to the Service, does not function properly or hinders or disrupts the use or operation of the Service or network.

- 5.5. DOCCLE has the right to temporarily or permanently change or terminate the Service (or parts thereof). If this happens, DOCCLE will send an e-mail to the e-mail address linked to your Account to notify you accordingly. It is your responsibility to check your e-mail address for such changes.
- 5.6. You agree that you will only use the Service for the purposes that are allowed on the grounds of this Contract and the applicable legislation and regulations or generally accepted practice. DOCCLE can issue instructions to the User regarding the use of the Service for operational, quality and security reasons, for example. The User undertakes to follow these instructions.
- 5.7. You agree that you will NOT use the Service for the following purposes:
- a) to upload, download, post, e-mail, send, file or make available in any other manner, Content that is illegal, intimidating, threatening, harmful, unlawful, defamatory, humiliating, insulting, violent, obscene or vulgar, or which constitutes a breach of the privacy of others, or that is hateful, racist or ethnically insulting or otherwise offensive;
  - b) to pretend to be a person or entity that you are not. DOCCLE reserves the right to refuse or block any e-mail address if this can be regarded as an incorrect representation of your identity or means that the name or identity of another person is used improperly;
  - c) to set up activities constituting a breach of copyright or other intellectual property rights (including uploading Content which you are not entitled to upload);
  - d) to upload, post, e-mail, send, file or make available in any other manner materials containing viruses or other computer codes, files or programs that are designed to damage, hinder or restrict the normal operation of the Service (or a part thereof) or of other computer software;
  - e) to hinder or disrupt (including any unauthorised access to, unauthorised use or perusal of data or traffic on the Service) the Service, servers or networks linked to the Service, or policy, requirements or prescriptions of networks linked to the Service;
  - f) to plan or develop illegal activities;
  - g) to collect other Service users' personal information and file it with a view to using it in connection with one of the above-mentioned prohibited activities.
- 5.8. If your (intentional or unintentional) use of the Service endangers the Service or other systems, DOCCLE has the right to take any reasonable measures to secure DOCCLE's Service and systems, including possible suspension of your access to the Service. If you seriously and/or repeatedly breach the obligations stated in these user terms and conditions, DOCCLE can suspend provision of the Service by means of a simple written notification, until you fulfil all obligations, or it can terminate the provision of the Service automatically, at law and without prior notice of default, without notice or compensation.
- 5.9. Individual software or other licence agreements or terms and conditions are required to use special components or facilities of the Service that is provided by DOCCLE and/or its licensors. Using these special components or facilities of the Service is subject to the condition that you agree with this separate contract.

## **6. How the Service function**

- 6.1. Doccle guarantees that it will act to the best of its ability when making the Service available to the User. However, Doccle cannot guarantee that the Service will work permanently, uninterruptedly and faultlessly. It may be that the Service work slower, are not available or

are inaccurate from time to time due to various factors, including location, internet connection speed, technical reasons, maintenance or updates.

6.2. DOCCLE will take all reasonable measures to ensure that the Service are free of loss, corruption, attacks, viruses, interference, hacking or other security breaches.

6.3. Doccle reserves the right to temporarily interrupt, reduce, change or stop the Service (or any part of them) for a reasonable period at any moment and from time to time.

If this happens, DOCCLE will send an email to the email address linked to your Account to notify you accordingly. It is your responsibility to check your email address for such changes.

6.4. The User is personally responsible for the equipment and the software necessary to connect to the Service and for configuring such equipment and software. Adjustments to the configuration of the equipment and/or software are always performed at the User's risk.

## 7. Liability

7.1. Doccle is not liable for:

- (i) non-execution or incorrect execution of payment transactions by the payment provider selected by the User;
- (ii) any damage or change to the User's equipment, including (yet not restricted to) a portable device or mobile phone, pursuant to the installation, upgrade, update or use of the Service;
- (iii) any temporary unavailability, suspension, disruption or delay in all or certain Services pursuant to the maintenance works, defects or force majeure announced or pursuant to any incident which is beyond Doccle's reasonable control;
- (iv) any damage as a result of any difficulty or impossibility to use the Service or to gain access to the content of the Service, or as a result of any other telecommunications system error which has the consequence that the Service is unavailable;
- (v) any damage, loss or removal of the Content;
- (vi) any damage pursuant to the fact that websites or information of third parties are or is not available or pursuant to any mistake, incompleteness or inaccuracy of the information provided by third parties, nor can such external information lead to any obligation on the part of Doccle;
- (vii) any damage pursuant to or relating to the (mal) function of the User's mobile device or to a third party's telecommunication services, software or hardware;
- (viii) any damage of any nature whatsoever arising from the unlawful use of the User's Account or of the Service (including pursuant to corruption, attacks, viruses, interference, hacking or other security violations).

7.2. The provisions of this Article 7 do not curtail Doccle's liability for its own wilful error, gross negligence or fraud.

7.3. Doccle is not liable for force majeure.

7.4. The liability of DOCCLE and the companies affiliated with it is in any event confined to the repair of the foreseeable, direct and personal damage that the User has suffered, excluding, yet not limited to, any indirect or immaterial damage, such as loss of business, income, profit, loss of or damage to data and supplementary costs, regardless of whether it is contractual, non-contractual, foreseeable, known or of any other nature.

7.5. The User shall indemnify DOCCLE and the companies affiliated with it against any damage, loss, costs, claims or expenses pursuant to improper use of the Service by the User or by others and/or pursuant to ignoring the General Terms and Conditions or rights of third parties.

Complaints can be lodged with DOCCLE. This can be done through DOCCLE's customer service at the address below or through [community@doccle.be](mailto:community@doccle.be).

Doccle CVBA, Customer Service  
Buro & Design Center, Heizel Esplanade, Postbox 65  
1020 Brussels

## 8. Costs

- 8.1. The use of the Service is free of cost for all documents uploaded for you by your connected partners.
- 8.2. The User must personally bear the costs related to the purchase, installation and operation of his, her or its (mobile) device on which the Service is offered. The User must always bear the costs that your network provider charges for access to the internet through your (mobile) device to use the Service.

## 9. Intellectual property rights

- 9.1. DOCCLE, the DOCCLE logo and other DOCCLE trademarks, service marks, images and logos that are used in connection with the Service are trademarks and registered trademarks belonging to DOCCLE UP nv, company number 0846.506.033, which, in its turn, has granted a licence to DOCCLE. Other trademarks, service marks, images and logos that are used in connection with the Service may be the trademarks of their respective holders. You are not granted any right or licence to any of the above-mentioned trademarks and, furthermore, you agree that you will not remove, misappropriate or change any property announcements (including announcements relating to trademarks and copyright) that are added to the Service or included therein.
- 9.2. You acknowledge and agree that DOCCLE and/or its licensors are owners of any legal rights, titles and interests in and in respect of the Service, including, yet not restricted to, graphic versions, user interface, scripts and software that are used to implement the Service and the software that has been delivered to you as part of and/or in connection with the Service (the "Software"), including any intellectual property rights vested therein, whether or not these are registered, and regardless of where in the world they exist. Furthermore, you agree that the Service (including the Software or any part thereof) belongs to the company and contains confidential information protected by the applicable laws relating to intellectual property and other laws, including, yet not restricted to, copyright. You agree that you shall not use such protected information or materials in any manner whatsoever for purposes other than to use the Service in compliance with this Contract. It is forbidden to duplicate parts of the Service, regardless of the form and of the resources, except in so far as provisions explicitly allow this.
- 9.3. DOCCLE allocates a personal, non-exclusive, non-transferable, limited licence to use the Software such as the one that DOCCLE delivers to you as part of the Service and in accordance with this Contract; on condition that you do not copy, change, let, lend, distribute, create a derived work from, develop retroactively, decompile the source code or attempt to discover by any other means (unless the law explicitly allows or requires this), sell, lease, sub-license, cede, grant a security right of or transfer by any other means (or allow others to do so) rights to the Software, and you shall not, in whatever

unauthorised manner, exploit the Service, which includes, yet is not restricted to, exceeding or overburdening network capacity. Except for the purposes of the use of the Service as allowed in these user's terms and conditions, use of the software or parts of the Service is strictly forbidden and constitutes an infringement of the rights of the intellectual property of others.

- 9.4. You shall contact DOCCLE via [security@doccle.be](mailto:security@doccle.be) if you are of the opinion that there is an infringement of copyright to Content by way of the use of the Service.
- 9.5. DOCCLE can suspend and/or terminate Accounts of Users of whom it appeared that they repeatedly commit infringements.

## 10. Right of withdrawal and termination of the Service

- 10.1. The contract is open ended.
- 10.2. You can terminate the use of the Service at all times, subject to a notice term of one month. If you no longer wish to use Doccle, you must contact it by sending an e-mail to [community@doccle.be](mailto:community@doccle.be). Termination does not release you from your obligation to still pay costs or liabilities.
- 10.3. DOCCLE can terminate the Service at all times, subject to a notice term of one month.
- 10.4. Under certain circumstances, DOCCLE can terminate or suspend the Service at all times and without prior notice or compensation, due to matters such as: (a) breaches of this Contract or other policy or guidelines referred to in these terms and conditions and/or that are applicable to the Service; (b) a request and/or order by a legal or judicial institution; (c) when providing the Service to you is or can become illegal; (d) unforeseen technical or security issues or problems; (e) if you participate in fraudulent or illegal activities.
- 10.5. In addition, DOCCLE can terminate your Account after a prior notification by e-mail sent to the address linked to your Account (a) if your Account has not been activated for one (1) year or (b) if a general stop is put to the Service or a part thereof or such is substantially changed.
- 10.6. After your Account has been terminated, you no longer have access to the Service or any parts thereof, including, yet not restricted to, your Account and Content. In addition, in due course DOCCLE shall remove the information and data filed in or forming part of your account(s). Individual parts of the Service, which you used by virtue of separate software licence contracts, shall also be terminated in accordance with the licence contracts.
- 10.7. Within a period of fourteen calendar days after he, she or it has registered with Doccle, the User has the right to withdraw from this contract free of charge and without giving a reason. Any payments that had already been made within the scope of the Service before there was a withdrawal from this contract cannot be recovered. The User can use any unequivocal declaration in which he, she or it indicates that he, she or it withdraws from the contract to exercise his, her or its right of withdrawal. The declaration must be sent by email to [community@doccle.be](mailto:community@doccle.be) .

## 11. Privacy and data protection

- 11.1. By using the Service, you give permission and agree to the collection, use and processing of certain information relating to you personally and your use of the Service with a view to
  - the execution of the contract;
  - user management
  - informative purposes (more particularly to be able to regularly keep the User updated on new functionalities and current events offered by DOCCLE and companies affiliated with DOCCLE);
  - service provision improvement;

- lawful purposes/obligations.

- 11.2. The User's above-mentioned data can be communicated to companies affiliated to DOCCLE (i.e. partners to which the User is connected) for the same purposes. If the User does not wish to receive any information from DOCCLE or the companies affiliated with DOCCLE, he, she or it must communicate this to [community@doccle.be](mailto:community@doccle.be).
- 11.3. DOCCLE can proactively propose connections to new partners in order to optimize and personalize the service. Doccle can use your Doccle data or data from our Partners to propose new connections. As Doccle User, you are free to disable this functionality via the profiles screen, User preferences. Possible data in this context are email, post address, phone number(s) and bank account.
- 11.4. Furthermore, you give your permission for and agree to letting DOCCLE collect, use, process and keep information relating to your Account and the devices or computers registered under such Account in the interests of the Service and facilities of the Service with which you are provided. The information that DOCCLE collects when you use the Service can also consist of technical or diagnostic information relating to your use, which DOCCLE can use to support and further improve DOCCLE's products and services.
- 11.5. You have the right to obtain notification of your personal data processed by DOCCLE. If these are incorrect, incomplete or no longer relevant, you can request that they be corrected or removed. If you wish to exercise such right, a form is available for you after login in to DOCCLE. Fully compliant with the legal terms, DOCCLE will respond to your question.
- 11.6. It may be necessary to install certain programs and applications (e.g. cookies on your end equipment to facilitate DOCCLE's operations. You accept that such programs and applications are installed on your end equipment. DOCCLE will not use personal data in the DOCCLE cookies. Our 'cookie' policy can be consulted at <https://doccle.be/en/safely-online-on-doccle/cookies>.
- 11.7. Our latest information on privacy and data protection can be consulted at <https://doccle.be/en/safely-online-on-doccle/>

## 12. Other provisions

- 12.1. DOCCLE can add and activate new services at any time on explicit request of the user and ask a fee for these services. Doccle cannot make the free service, as described in paragraph 5, a paying service.
- 12.2. Doccle can adjust the technical specification or properties of the Service for the purposes of technical, operational, legal or economic needs. If such change substantially influences Service use, you can always terminate use of the Service. You are presumed to have accepted the changes and additions if you continue to use the Service.
- 12.3. If one or several of these terms and conditions were to be or become invalid or null and void, this shall not affect the validity of the other provisions and the invalid or null and void provision shall be replaced by a provision that approximates as much as possible the intention of the invalid or null and void provision.
- 12.4. Nothing in this Contract shall be interpreted as a transfer of any interest, title or licence to you.
- 12.5. Certain Content, components or facilities of the Service can contain materials originating from third parties and/or hyperlinks to other websites, resources or Content. In view of the fact that DOCCLE may not have any control over such websites and/or materials belonging to third parties, you acknowledge and agree that DOCCLE is not responsible for the availability of such websites or resources, does not confirm or guarantee the accuracy of such websites or resources and shall never be liable or responsible for any Content, advertisements, products or materials on or available through



such websites or resources. Furthermore, you acknowledge and agree that DOCCLE shall not in any manner whatsoever be responsible or liable for damage or supposed damage you have suffered, either directly or indirectly, due to your use of such websites.

- 12.6. Doccle reserves the right to amend these General Terms and Conditions. The User shall be notified of these amended General Terms and Conditions by email at his, her or its Account email address, by ordinary post or by the fact that they are put on our website and/or on the Service.
- 12.7. DOCCLE can provide you with a notice relating to the Service, including changes to these terms and conditions, either by e-mail at your Account e-mail address, by regular mail or by way of posting this on our website and/or on the Service.
- 12.8. If DOCCLE does not exercise or maintain a right to or provision of this Contract, this may not be interpreted as a declaration of a waiver of such right or provision or of any other rights or provisions. You agree that, unless there is a provision to the contrary in this Contract, third parties cannot derive any rights from this Contract.
- 12.9. The User may not transfer to any third party his, her or its rights and obligations under these General Terms and Conditions. DOCCLE reserves the right to transfer any rights and obligations under these General Terms and Conditions to any third party.
  
- 12.10. These General Terms and Conditions, together with the documents to which they refer, constitute the full and complete binding Contract between the User and DOCCLE with regard to the Service.
- 12.11. This Contract is governed by Belgian law.
- 12.12. Any dispute on the coming into effect, interpretation or execution of this Contract falls under the exclusive jurisdiction of the Courts in Brussels.