

Billit Terms and Conditions

1. Parties, contact details and changes

The use of our services is set out in these general terms and conditions, which are agreed between Billit BVBA (hereinafter "Billit") and you, the user (hereinafter "User") and/or Customer. The use of our services implies acceptance of our general terms and conditions.

Billit may alter the general terms and conditions. You will be notified of these changes. If you do not wish to accept them, you always have the option of terminating the Contract and the use of Billit's services. If you continue using Billit's services after changes to the general terms and conditions, you are considered to have accepted these changes. The most recent version of the general terms and conditions is applicable to the User.

The User must keep a copy of the applicable general terms and conditions.

1. Billit

Our contact details are as follows:

Billit BVBA

Octrooiplein 1 Bus 302

9000 Gent

Belgium

Company registration number 0563.846.944

VAT number BE563.846.944

E-mail address: support@billit.be

2. Customer - User

A User Account shall be created for each Customer for the professional use of the Billit Services. Various Users can be designated for each Customer, for each of whom a User Account is created. The User can use these services for professional or business use in the organisation that he/she represents. The Contract is concluded with the Customer but the User also has obligations when using the Billit Services and the Billit Platform, which are set out in these general terms and conditions.

The User shall ensure that the required data he/she enters on his/her own behalf or that of the Customer, i.e. the person (natural or legal person) which he/she represents, are accurate, complete and correct. In the event that the User's data changes, the User shall notify Billit promptly by post or by e-mail, using our contact details as stated above.

3. User Account

The User gains access to the Billit Services, the Billit Platform and those sections of the website which are secured and cannot be accessed by non-users, by means of a user name and password ("User Account").

The User Account may only be used by one User and cannot be transferred. The User is liable for every use of the Billit Services through his/her account. Therefore the User may not share his/her login with a third party to give access to the Billit Services and the Billit Platform. The User shall take care to ensure that his/her user name and password are not disclosed.

2. Description of the services

Billit offers a software platform for the online administration and management of companies (e.g. support for accounting, drawing up and keeping price quotations and invoices etc.) (hereinafter "Billit Platform" and "Billit Services").

1. Dashboard

The “Dashboard” enables the user to visualise all the key data of his/her company at a glance. Income, Expenditure and cash flows per financial year, quarterly figures, graphs of accounts, statistics of the income and expenditure, unpaid invoices that are overdue and invoices to be processed.

2. Income

The “Income” section gives the User an overview of all the invoices, quotations, credit notes, reminders and periodic invoices that have been created. Total amounts are displayed and every invoice can be checked in detail or downloaded as a PDF. An efficient search engine enables the User to open a specific invoice quickly. Billit also provides a visual indication of whether each invoice has already been paid or not.

3. Expenditure

The “Expenditure” section gives the User an overview of the expenses incurred and credit notes. The rapid input method enables the User to enter many expenses efficiently. A digital version of each invoice can be downloaded. The User can quickly check the expense incurred using the search function.

4. Payments

In the “Payments” section, the User is shown an overview of all the debit and credit transactions, the date, amount, name of the receiving party, their account and the description of the transaction.

5. Products

The “Products” section enables the User to manage products and services. These “Products” allow the User to issue quotations and invoices consistently and efficiently.

6. Customers

The “Customers” section enables the User to manage the contact details of his/her customers securely . Customers can be found quickly using their name, e-mail, telephone number and can be assigned to groups and properties.

7. Suppliers

“Suppliers” are the companies to which the User assigns costs. All the suppliers are centrally managed in one location. If a supplier is already known, the User can retrieve the supplier data with a single click.

8. Reports

Under “Reports” the user can automatically generate reports that give the User more insight into his/her business. The number of orders on any given day, unpaid invoices, income per customer, overview of income and expenditure etc.

9. Settings

The User can use the “Settings” section to customise the system to his/her personal requirements. Here the User can change the logo and set the behaviour of the aforementioned screens if necessary. In this section the User can also change the layout and text of letters appended to invoices, reminders, quotations and credit notes. Billit may supplement and change its services through the Billit platform to meet the User’s requirements to the best of its ability. Billit may also change the platform at its own discretion as it sees fit. Billit reserves the right to add

sections to the User Account, remove them or make them available to non-registered users at any time. This does not give rise to any obligation to reimburse or compensate the User.

10. Peppol Registration

The user agrees that Billit registers the company on the Peppol network in order to automate the invoicing process. The user can cancel the activation free of charge through support.

3. Quality of the Billit Services

1. Best effort obligation

Billit does not accept any obligation of result but invests commercially reasonable resources to ensure the Billit Services are as user-friendly, accurate and smooth as possible.

Billit strives to offer correct and current information, both in the User Account and in the general section of the website. However Billit cannot guarantee this, which is why it does not accept any liability with regard to the content of the information provided.

2. Service level

Billit strives to ensure the website is available and accessible as much as possible. However Billit does not guarantee 24/7 access or availability. Reduced access and availability may arise, for example, from maintenance work, repairs to disruptions, etc.

If the Billit Services are not accessible, Billit will make all commercially reasonable efforts to deal with the inconvenience as quickly as possible.

Billit guarantees paying Users that access to the Billit Services will be restored within 2 working days. For paying Users who have identified themselves as accountants, restoration of access within one working day is a priority. Non-paying Users have no right to any guaranteed service.

If this level of service is not provided, compensation will be offered in proportion to the period of unavailability and the monthly sum paid. Under no circumstances shall the compensation exceed the amount of the invoices that were effectively paid during the last six months.

3. Technical requirements

The User shall use the most recent version of the browser of his/her choice. By using older browsers, the User runs the risk that not all the functions of the Billit Services will be available or work correctly.

4. Duration of the Agreement

The Agreement comes into force on the day of the User's registration and shall last at least one month. The Agreement is automatically renewed.

5. Prices, invoicing and payment

1. Basic price

The use of the Billit Services will be invoiced per month or year, at the applicable rates (as indicated on the website). Supplementary costs may be charged (e.g. postal costs using Click&Post).

Billit can alter its rates at any time. Billit shall inform the User of rate changes by e-mail. Altered rates will apply with immediate effect.

2. Free test period

The Customer can use the Billit Services free of charge for 15 days.

If the Customer wishes to stop using the Billit Services after the first month, he/she must inform Billit . Without any notice to this effect, the Customer will automatically be switched to a paying account.

3. Invoicing

Invoices are drawn up monthly and must be paid within 10 working days. Late payment automatically incurs interest of 9% per annum and a fixed-rate compensation of 15%. These amounts shall be added to the amount due.

4. Payment

The User can choose between the following payment methods: bank transfer or credit card. The payment method shall be indicated when the User Account is created.

If the User chooses to pay by credit card, the amounts due shall be automatically debited from the credit card linked to the account at each start of a period (month, quarter, year).

6. Legitimate and lawful use of the Billit services

The User and the Customer shall solely use the Billit Services for legitimate and lawful purposes.

In his/her relationship and contact with Billit or other Billit Users, the User shall respect general standard of decency and shall refrain from offensive language, insults, etc.

7. Liability

The User is solely liable for the use of the Billit Services, more specifically for the correctness of any invoices sent out in his/her name, the data stored, the quotations drawn up, the management of customer, supplier and stock data etc.

The User and the Customer use the Billit Platform and the Billit Services at their own risk. Billit has no obligation of result with regard to the accuracy and the correct operation of its services and does not give any guarantee to this effect. The User and the Customer shall verify the correctness of the data and the documents that are drawn up and hold sole responsibility for this.

Consequently, the User/Customer are entirely liable for any complaints or claims from third parties arising from incorrect invoicing, delivery, tax claims, etc. Billit cannot be held liable for this. Neither the User nor the Customer has any right to redress from Billit.

Billit is only responsible for intentional negligence or fraud on its part. It does not accept any liability for other errors (including serious error). Billit is not responsible for damage or loss as a result of unauthorised access to or use of the User Account.

In any event, Billit's liability shall be limited to the compensation of damage resulting directly from its serious error or fraud, to a maximum amount equal to the total amount of the invoices which the User has effectively paid during the past six months. Billit explicitly does not accept liability for indirect damage, including consequential loss, loss of profits, lost savings or damage due to business stagnation.

8. Protection of personal data

1. The processing of personal data by the User

The User / Customer will process personal data (e.g. customer data) using the Billit Services and the Billit Platform. Such processing is the sole responsibility of the User / Customer. He/she shall ensure that this processing is done in accordance with the applicable legislation. In this case, Billit shall act as a processor in accordance with the User's instructions, without carrying out any operations on this personal data that has been disclosed.

The personal data is held on servers within the European Union and secured according to the provisions of margin no. 9. The User / Customer shall verify whether this is sufficient for his/her purposes and shall bear responsibility doing so.

2. The processing of personal data by Billit

The User shall provide personal data when registering for Billit, which shall be processed by Billit (such as a name, e-mail address, telephone number etc.).

Billit shall use this data to provide the Billit Services (e.g. granting access to the correct account, management of the account, invoicing etc.).

Billit may also monitor the use of its services to improve their functioning (e.g. to streamline processes or adapt interfaces).

Billit will never pass on the personal data of the User or Customer to third parties.

Billit will not process the personal data for longer than necessary to achieve these objectives.

The User is able to access the personal data that are processed for him/her through the Billit website, verify its accuracy and correct any errors. Billit will only store the corrected data. The personal data is held on servers within the European Union and secured according to the provisions of margin no. 9.

Billit uses cookies, but only to optimise the system's functionality.

9. Security

Billit shall implement appropriate technical and organisational measures for ensuring the confidentiality and security of the data processing (including personal data) and to avoid the destruction, loss and unauthorised alteration and access to the data.

While Billit makes every effort to prevent security incidents, they cannot be ruled out. The User will therefore keep a back-up copy of his/her data.

Billit is secured using a secure certificate. The application is only accessible via an https secured website.

The User can only access Billit with his/her personal login and password.

In the event of a security breach, the compromised account will be immediately blocked and the User must contact Billit at support@billit.be.

10. Intellectual property rights

The Billit Services and the Billit Platform are protected by intellectual property rights (e.g. copyright protection of the interfaces, logos, computer programs, databases etc.), held by Billit.

The protected elements must not be reproduced or disclosed to the public without Billit's prior written permission.

However the User does have the right to reproduce the protected elements in the context the normal use of the Billit Services on a computer. The User may also print out parts of the website as long as this is for his/her own personal use.

Billit is also the holder of registered trademarks, which may not be used without its prior permission.

11. Ownership of data

The User / Customer shall remain the owner of the data he/she processes using the Billit Services. Billit shall not acquire any exclusive rights to the data which the User / Customer processes with its Services or Platform. Billit shall save and store this data in a standard format. The User can print out or download this information at any time.

At the User's request, Billit shall export the data and make it available in a standard digital format. Supplementary costs will be charged for this: the time spent will be invoiced at an hourly rate of 100.00 EUR. A fixed fee of 100.00 EUR excl. VAT will be incurred for the export of PDFs of the sales and purchase invoices.

12. Suspension of the User Account

Billit reserves the right to suspend access to its services, in whole or in part, to temporarily deactivate a User Account or to deny the User and/or Customer access to some or all of its services, if the Users and/or the Customer violate the Agreement, in particular where there are serious indications that the User Account is used for illicit purposes or where Billit has received a formal request to do so in the context of a court investigation.

Billit shall notify the User of the suspension using the e-mail address that the User has linked to his/her account. The User has 30 days to object to the suspension, by e-mail to support@billit.be. If these objections cannot be accepted, then Billit is entitled to terminate the Agreement.

Billit has the right to automatically suspend User Accounts if they are not used and there has been no activity for an uninterrupted period of 30 calendar days. The User is personally responsible for the continuity of use of the Billit Services.

13. Termination of the Agreement

1. Reasons for termination

The Customer shall be entitled at all times to terminate the Agreement, subject to one month's notice. The Customer shall inform Billit of the termination by e-mail to support@billit.be. If multiple Users are registered for the Customer, the termination by any User shall be deemed as the termination of the Agreement on behalf of the Customer.

Each Party shall have the right to terminate the Agreement if the other Party fails to comply with its contractual obligations (e.g. in the case of unpaid invoices). In that case, the Agreement will be automatically terminated without a prior court decision.

Billit is entitled to terminate the Agreement if an unpaid demo account is not used for longer than 30 calendar days. In the event of such inactivity, the Agreement will be automatically terminated without prior notice. Where a User Account is used by several Users, the account shall not be deemed to be inactive as long as at least one User is active.

2. Consequences of termination

When the Agreement is terminated, Billit will immediately stop the use of the User Account. The Users for that Customer will no longer have access to the Billit Services and the Billit Platform.

Billit shall store the data of the User Account for one month after the termination of the Agreement. Billit shall transfer the data from the User Account to the User (or one of the authorised Users for that Customer) if the Parties reach a written agreement concerning the compensation and modalities of the transfer (format, timing etc.). If no such agreement is reached after one month, Billit has the right to delete the User Account, including all the data, the Users, the password, etc. Billit does not keep a back-up of User Accounts that have been terminated.

Billit shall not be obliged to provide any reimbursement (pro rata or otherwise).

14. Other provisions

1. Complaints

Invoices must be contested within 10 working days or 14 calendar days of receipt. After that time, the invoice is deemed to have been irrevocably accepted and must be paid.

Other complaints regarding the Billit Services must be sent to support@billit.be. Billit does its best to take these complaints into account but emphasises that it offers its services "as is".

2. Force majeure

In the event of force majeure (i.e. circumstances beyond Billit's control), Billit shall be discharged from any obligations and the resulting liability. The following, among others, shall be considered force majeure: natural phenomena, strikes or lockouts, fire, flooding, seizure of goods, embargo, a general shortage of goods, illness, dismissal and in general, any unforeseen circumstances which significantly disrupt the contractual balance, irrespective of whether the force majeure affects Billit, one of its suppliers or one of its employees.

3. Nullity

The nullity of one or more provisions of these general terms and conditions shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision(s) by a valid one or valid ones that correspond as closely as possible to the intentions of the provision or provisions that were declared void.

In any case, the courts are entitled to reduce potentially excessive or unlawful clauses to clauses that are legally acceptable.

4. Applicable law, competent court

In the event of disputes, the Parties shall make every effort to reach an amicable solution. If this proves impossible, the Court of Antwerp shall be authorised to hear the dispute.

The Agreement is governed by Belgian law.