

EFFECT BV – Terms of Use

IMPORTANT – READ CAREFULLY BEFORE YOU USE THE PRODUCT: these terms of use (“**Terms**”) are a legal agreement between You and EFFECT BV (the “**Company**”). By clicking on “I agree”, accessing, installing, downloading or otherwise using the Product, You agree to be bound by these Terms. If You do not agree to these Terms, then You are not allowed to use or otherwise access the Product and the Company does not grant You a license to use the Product.

These Terms are only available in English, a translation in Dutch or French can be requested from the Company by contacting service.desk@effect.be.

The Company recommends storing a copy of the version of these Terms that You accepted as the Company will not store this for You.

1 Definitions and interpretation

The following definitions shall apply in these Terms regardless of whether they are used in their plural or singular form:

“Agreement” means the main contractual agreement entered into between the Company and Your Organization, which governs the use of the Product and related Services.

“AI system” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environment.

“Confidential Information” means any materials, papers, databases, drawings, diagrams, calculations, figures, procedures, processes, business methodologies, financial, technical and legal information, budgets, sales marketing, public relations, advertising and commerce plans, ideas, strategies, projections, business plans, strategic expansion plans, products and product designs (i) marked by a party in writing as confidential at the time of disclosure, (ii) generally accepted as having a confidential nature and/or (iii) of which a party should have known that it concerns confidential information.

“Documentation” means any documentation relating to the use of the Product as made available by the Company from time to time.

“FOD BOSA” means the Federal Public Service Policy and Support (*‘FOD Beleid en Ondersteuning’/‘SPF Stratégie et Appui’*), the Belgian Peppol authority who oversees Peppol certified service provider’s compliance with the Peppol standards - peppol@bosa.fgov.be.

“Force Majeure” means any circumstance not in a party’s reasonable control, including, but not limited to, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; interruption or failure of utility service (including interruption or failure of the internet or other public telecommunications network); cybersecurity incidents such as hacker attack, denial of service attack; and virus or other malicious software attack.

“Intellectual Property Rights” means the following: (i) copyright and related rights, patents, database rights, tradenames, trademarks, rights in software programs (both in object code and source code), designs, know-how and trade secrets (whether registered or unregistered); (ii) applications for registration, including the right to apply for registration for any of these rights; and (iii) all other equivalent or similar forms of protection of intellectual or industrial property existing anywhere in the world.

“Organization” means the legal entity with whom You have a contractual relationship (as employee, subcontractor, or otherwise) and with whom the Company entered into the Agreement as to enable You to use the Product and/or Services, at the Organization’s expense.

“Peppol” means the international network Pan-European Public Procurement Online that enables entities and governments to securely exchange digital invoices and other business related documents.

“Product” means the software and/or API provided by the Company to the Organization under the Agreement.

“Services” means all services provided by the Company to the Organization under the Agreement.

“User” or “You”, “Your” means any natural person linked to the Organization (typically an employee, agent, representative or other staff member) by a valid (employment) contract, who has been authorized by said Organization to use the Product and/or Services on behalf of the Organization.

“User Data” means all data of the Users which is made available to the Company during the performance of the Agreement or which results from the use of the Product and/or Services. For the avoidance of doubt, the User Data shall not contain any Intellectual Property Rights related to or vested in the Product, Services and/or Documentation.

2 License Grant

You are granted a restricted, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Product, in accordance with these Terms and the Documentation. This license is strictly dependent on Your relationship with the Organization and is granted to You solely for the purposes of executing the Agreement between the Company and Your Organization. You may not use the Product for any other purposes.

Your right to access and use the Product automatically terminates (i) upon the termination of Your collaboration or relationship with Your Organization, regardless of the underlying reason of that termination, (ii) in the event Your Organization requests us

to terminate Your access rights or (iii) if the Agreement with Your Organization expires or terminates, regardless of the underlying reason.

3 Use of the Product

3.1 Registration and Account Details

You can only use the Product after registration of a personal user account.

Upon invitation by Your Organization or the Company, a personal user account can be created to use the Product. Upon receipt of an invitation, You are requested to complete the Company's online registration form made available when accessing the Product. Once you are invited to use the Product, our Product guides you through a streamlined application process and You will be asked to provide the necessary information, which may include personal data. Once the registration is completed You receive a confirmation e-mail.

Please contact support.flow@cobox.cc if You encounter any issues during the registration process.

An individual user account must be created for each individual User accessing the Product. Your account to the Product is personal and allocated on a first and last name basis. You must keep Your account details (such as Your username and password) safe and You may not disclose them to third parties (even within Your Organization). Passwords must be unique, sufficiently complex (including numbers, capital letters and special signs) and changed on a regular basis. If You become aware of any (suspected) security vulnerabilities, misuse, or unauthorized access to the Product, you must report this to the Company and/or Your Organization immediately. The Company is not liable for any losses or damages incurred as a result of account details being shared by You or as a result of a cybersecurity breach (e.g. hacking).

3.2 User Obligations

While using the Product, You are obliged to:

- comply with these Terms, the Documentation and any additional instructions provided by the Company from time to time;
- comply with any applicable local, national or international regulations, laws and implementing acts;
- behave respectfully towards others; and
- refrain from publishing or otherwise disseminating harmful or defamatory information with respect to the Product or the Company.

3.3 Use Restrictions

Unless as expressly provided in these Terms, You may not (directly or indirectly):

- use the Product in any unlawful, illegal, fraudulent or harmful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or for any other purpose than the internal business purposes of Your Organization;
- act fraudulently or maliciously (e.g., by hacking or inserting malicious code or other items of a destructive or deceptive nature, such as viruses or harmful data, into the Product or any operating system);
- sell, assign, lease, commercialize, rent, display, sublicense, transfer, provide, disclose, or otherwise make available to, or permit access to the Product, in whole or in part, to (or by) any third party, except as expressly permitted in these Terms;
- (attempt to) decompile, disassemble, translate, duplicate, modify, alter, reverse engineer, reconstruct, identify or discover, copy or create derivatives based upon the underlying source code, ideas, user interface techniques or algorithms of the Product or Documentation by any means (except to the extent such restriction is allowed under applicable law);
- take any action that would cause the Product or underlying source code to be placed in the public domain;
- alter, remove, or obscure any copyright notice, proprietary legends or other notice(s) incorporated in the Product or Documentation;
- violate the rights, including any Intellectual Property Rights, or privacy rights, of other Users or try to collect or harvest any (personal) data of other Users or any other information available in the Product or our systems or attempt to decipher any transmissions to or from the servers running the Product (by using a 'robot', 'spider', 'crawler', search or retrieval applications, or any other (automatic) tools, processes or methods);
- republish or redistribute any content or material from the Product or Documentation;
- use the Product in a way that could damage, overburden, impair or compromise the Company's systems or security;
- collect or harvest any information or data from the Product or the Company's systems or attempt to decipher any transmissions to or from the servers running the Product;
- work around any technical or security limitation vested in the Product;
- impersonate as another person or entity or try to access an account from another person;
- distribute fake, misleading or otherwise harmful information via the Product;
- transmit any information or data that can be regarded as offensive, disrespectful, insulting, defamatory, threatening, obscene, racist, sexual or otherwise objectionable; or

use the Product to process or store sensitive personal data (such as medical information) without the prior written consent of the Company.

4 User Data

During the usage of the Product, You may upload User Data (manually or via an API, as applicable). Your User Data shall remain or become the property of Your Organization. The provision of such User Data shall comply with the formats and standards provided by the Company.

You hereby grant the Company a royalty-free, worldwide, transferable, non-exclusive license to copy, reproduce, display, store, distribute, publish, export, adapt, edit and translate the User Data to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under these Terms and the Agreement concluded with the Organization on whose behalf you are using the Product (including, after being aggregated and anonymized, to enhance and improve the Product and/or Services). You also grant the Company the right to sub-license these rights to its hosting, connectivity, telecommunications or other third party service providers to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under these Terms or the Agreement.

You acknowledge that any output, results, usage and the proper functioning of the Product is directly dependent on the accuracy, completeness, and timeliness of the input User Data, provided by You and/or other Users. You represent and warrant to the Company that any User Data provided by You is accurate and truthful and complies with the obligations and restrictions under these Terms. The Company reserves the right to edit or exclude any User Data on becoming aware that it is incorrect or incomplete or in violation of these Terms or any applicable law (including data protection laws).

Any errors, omissions, or outdated information in User Data may result in inaccurate output or hindered performance of the Product. You agree to promptly update or correct any User Data submitted to the Product upon becoming aware of it. The Company shall not be liable for (i) damages or liability resulting from incorrect User Data inputted in the Product; and (ii) any action or decision from your or Your Organization based on the output from the Product. You shall indemnify and hold the Company harmless against any loss or damage suffered arising out of or in connection with the User Data You provide.

Unless explicitly agreed otherwise, You and Your Organization are solely responsible for the safety and security of the User Data and for retaining (a back-up of) the original User Data in order to avoid loss and/or corruption of the User Data.

5 Ownership of the Product

All Intellectual Property Rights vested in or related to the Product (including any enhancements, improvements or amendments thereto, any updates, new releases, new versions or modifications in respect thereof and/or any derivatives based thereon), the Documentation and related Services are and remain the sole and exclusive property of the Company and are protected by Intellectual Property Rights in accordance with local, national and international legislation. The Company does not grant You any other rights to the Product and Documentation than expressly granted pursuant to these Terms. The rights in the Product and Documentation described in these Terms are licensed (not sold) to You and You shall not in any way acquire any title, rights of ownership, copyrights, Intellectual Property Rights or other proprietary rights of whatever nature in the Product or the Documentation.

6 Third Party Materials and AI

The Product may integrate with third party systems, programs, software or libraries (such as, but not limited to, applications, tools and/or websites proprietary owned or licensed by the Organization) ("**Third Party Materials**"). You acknowledge that such Third Party Materials shall exclusively be governed by the service offering of the applicable third party and that any commitments or obligations of the Company included in these Terms shall not apply to such Third Party Materials. The Company shall not be responsible for any defect in the Product that is caused by an integration with a Third Party Material and does not ensure that the Product remains at all times compatible and can at all times interface and interwork with the applicable Third Party Material. Additionally, the Company cannot be held liable for any damage, loss of service or quality issue that is caused by Third Party Materials.

The Product is hosted by the Company's hosting partner and the hosting services will be performed in the hosting partner's datacenters. The hosting services are exclusively governed by the service offering of the hosting partner.

You acknowledge and accept that the Product makes use of AI systems. Your Organization is solely responsible for the (lawfulness of the) deployment of AI systems within the Organization. Your Organization shall inform You of the deployment of such AI system and shall take measures to guarantee, to the best of its ability, a sufficient level of AI literacy taking into account the technical knowledge, experience, education, and training of the Users, as well as the context in which the AI systems are to be used.

Any data provided by You (including User Data) may be used by the Company to improve the AI system and/or Product. The Company shall retain the right to provide and make available the AI system and/or Product, including any improvements derived from such data, to third parties (including other customers), provided that this does not result in any unlawful disclosure of Confidential Information or personal data.

In addition, the Company may use data obtained from third-party sources during the development and/or improvement of the AI system. The Company does not guarantee in any way the accuracy, completeness or lawfulness of such data and shall not be liable for any damages resulting from the use thereof.

You acknowledge and agree to be fully aware that the output generated by an AI system is provided for informational purposes only and should not be acted upon without in-depth human analysis of such output or further human assessment of the circumstances in which the output is intended to be used. You shall at all times be solely responsible for any consequences, physical, legal or other, arising from the use of this output.

It is expressly understood, acknowledged and agreed that You may provide any suggestions or feedback to improve or enhance the Product and/or Services. In such event, to the extent Intellectual Property Rights are vested therein, You grant the Company a worldwide, non-exclusive, irrevocable, royalty free license for the duration of the Intellectual Property Rights to freely use such feedback.

7 Support

If You have questions or encounter problems during Your use of the Product, please first contact the Organization who authorized You to use the Product. Your Organization shall be responsible for first line support related to the Product. If Your Organization cannot help You, Your Organization will refer the problem to the Company who will, as a second-line support provider, try to help You as soon as possible.

Any support Services in relation to the Product are provided during business hours and on a best efforts basis only subject to the terms and conditions agreed upon with Your Organization under the Agreement.

8 Availability

The Company will make commercially reasonable efforts to ensure the continued availability of the Product. However, the Company does not guarantee that the Product shall be accessible or available at any time, any place or on any user device. The Product may for example not be available during periods of maintenance carried out by the Company or its hosting provider (which can be either planned or unplanned).

If feasible, maintenance shall be carried out outside of regular business hours and the Company shall to the extent reasonably possible inform You of any such maintenance or unavailability that is likely to affect the availability of the Product or that may have a material negative impact on the performance of the Product.

9 Modifications to the Product

The Company reserves the right to modify the Product from time to time (e.g. to improve performance, enhance functionalities, reflect changes to the operating system or address security issues) without any prior notification, provided that the Company shall not change any material functionalities of the Product without prior notification, unless such functionalities are replaced with an equivalent or improved functionality.

The Company cannot be held liable for any non-conformity or availability issues in relation to the Product in the event You do not install updates, although made available to You by the Company in a timely manner, informing You of the consequences of not installing such an update.

10 Warranties

To the extent applicable, the Company warrants, to the best of its ability, the conformity of the Product in accordance with articles 1701/1 to 1701/19 (old) Civil Code and these Terms are without prejudice to the User's rights thereunder.

The Company does not and cannot warrant the quality, accuracy or correctness of any output or materials generated by using the Product. The Product, Documentation and related Services are made available to You "as is". The Company disclaims all warranties of any kind, either express or implied, including but not limited to warranties that the Product will be without defect or error free, warranties of accuracy or completeness of data, availability, merchantability and fitness for a particular purpose, or non-infringement with respect to the Product and the accompanying Documentation.

11 Limitation of Liability

The (limitation) of liability of the Company is governed by relevant provisions in the Agreement.

The Company shall not be liable for any event of Force Majeure or any technical problem, breakdown, temporary unavailability or the malfunctioning of the Product and/or Services that might arise and the consequences thereof. The execution of the obligation that cannot be carried out due to Force Majeure, will be suspended for the duration of the Force Majeure.

For the avoidance of doubt, the exclusion of liability set forth under this article shall also apply to any liability arising from the use of AI systems by the Company in the context of the provision of the Product, the Documentation or related services. The Company shall not be held liable for any inaccuracies, errors, or damages resulting from the use of such AI systems, including but not limited to those arising from third-party models, datasets, or outputs. You acknowledge that the use of AI technologies may involve inherent limitations and risks, for which the Company disclaims any responsibility to the fullest extent permitted by law. You agree to comply with the terms and conditions of the respective AI system provider.

12 Confidentiality

You shall not use any Confidential Information disclosed under these Terms for any purpose other than as required to enjoy Your rights under these Terms or for the performance of Your obligations under these Terms or towards Your Organization. You shall implement appropriate measures to protect any Confidential Information and shall promptly notify The Company if You become aware of any breach of confidence and give The Company all reasonable assistance in connection therewith.

The obligations set out in this clause shall enter into force as from the start of Your usage or access to the Product and shall survive during five (5) years after Your last usage of or access to the Product, unless a longer term applies pursuant to applicable laws. Upon expiry or termination of these Terms, You will discontinue use of the Company's Confidential Information and delete and, upon the Company's simple request, certify such deletion of all Confidential Information.

13 Privacy and Data Protection

During your use of the Product, the Company collects and processes your personal data (in the capacity of data processor) on behalf of the Organization (acting in the capacity of data controller) in accordance with the instructions, the legal basis and the

purposes as determined by the Organization (including to enable the Company to perform its contractual obligations under the Agreement concluded with the Organization).

Please note that the exact processing activities may differ from organization to organization. Please contact Your Organization (being the data controller) and/or the privacy policy of your Organization if you wish to receive more detailed information about the legal basis and the purposes of the processing of your personal data.

To the extent the Company acts as controller in relation to Your personal data, more information regarding its processing activities can be found in its Privacy Statement, available at: www.effect.be/privacy.

14 Change of Terms

The Company reserves the right to amend these Terms from time to time (e.g. to reflect changes in applicable law, best practices or to deal with additional feature(s) which are introduced). Any amendments to these Terms will be notified to You by email or advised to You on Your next log-in to the Product, prior to entering into force, unless the amendment is necessary to comply with applicable law (in which case, the amendments may enter into force immediately). The date of the most recent version of these Terms is shown at the bottom of these Terms. Please review these Terms periodically to stay informed of changes that may affect You. By accessing or otherwise using the Product after the Terms have been changed in accordance with this clause, You agree to be bound by the amended Terms. If You do not agree with any of the amended Terms, You will have no right to access and use the Product.

15 Termination

If You do not comply with these Terms and/or any applicable law, the Company reserves the right to immediately terminate (or alternatively, at the Company's discretion, suspend) Your access to the Product, without any formalities being required, without damages being due and without prejudice to any other rights the Company may have under applicable law.

In addition, Your access to the Product may be suspended/terminated in the following circumstances:

- if You discontinue to work for or are no longer authorized by the Organization to use the Product (for whatever reason);
- if the Agreement between the Company and Your Organization terminates or expires (for whatever reason);
- if the Company is entitled to suspend its obligations under the Agreement between the Company and Your Organization.

The provisions of these Terms that are expressly or implicitly intended to survive termination, shall survive, including without limitation, the provisions relating to Intellectual Property Rights and limitation of liability, data protection and confidentiality.

16 Contact

Please contact support.flow@cobox.cc if You have questions with respect to these Terms.

17 Miscellaneous

Without written approval of the Company, You may not transfer Your rights or obligations under these Terms to another person. The Company may assign, transfer and/or subcontract the rights and obligations under these Terms to third parties, without Your consent, if such assignment, transfer and/or subcontracting shall not limit Your rights.

You acknowledge and agree that Your access and use of the Product is in principal governed by the Agreement between the Company and Your Organization, on whose behalf you are accessing and using the Product. In case of any discrepancies or contradictions between these Terms and the Agreement, the provisions of the latter shall prevail.

If any provision of these Terms is held to be invalid or unenforceable (in whole or in part), the other provisions shall nevertheless continue in full force and effect. The provisions found to be invalid or unenforceable shall be enforceable to the full extent permitted by applicable law.

These Terms may be waived only by a written document signed by the party entitled to the benefits of one or more provisions of these Terms. No such waiver shall be deemed to be or shall constitute a waiver with respect to any other terms or conditions, whether or not similar. Each such waiver shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver.

You agree that these Terms may be executed and signed through electronic signature technology (including e.g. an "opt-in", through a box to be ticked or a slidebar), constituting the legally binding equivalent to a handwritten signature. You will not repudiate the validity of the electronic signature.

For certain Products and/or Services the Company is certified by the FOD BOSA as a Peppol service provider allowing the Company to provide such Products and/or Services. For more information in this regard, You can contact the Company or FOD BOSA and/or visit www.peppol.org.

18 Choice of Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Belgium (excluding its conflict of law provisions). In the event a dispute cannot be settled amicably, the parties hereto submit to the exclusive jurisdiction of the courts of Ghent, without prejudice to a consumer's right to submit a dispute before a competent court on the basis of a mandatory legal provision.

Last updated: 31 August 2025