HIVEINVOICE GENERAL TERMS AND CONDITIONS

Article 1: General details

HIVEINVOICE is a service offered by HIVELAB SOFTWARE & IT SERVICES, a private limited company with its registered office at 4000 Liège (Belgium), Rue de Lantin 155 B and company number 0450.218.867.

As it pertains to these general terms and conditions, the term HIVEINVOICE shall designate both the service offered and the providers of said services (namely, the private limited company HIVELAB SOFTWARE & IT SERVICES).

These general terms and conditions aim to govern use of the HIVEINVOICE website, which is registered under the domain name www.hiveinvoice.be. The client's registration with HIVEINVOICE implies express and unreserved acceptance of these general terms and conditions. Said terms and conditions shall take precedence over any other prior or subsequent general terms and conditions.

HIVEINVOICE reserves the right to unilaterally amend or update these general terms and conditions at any time. The client shall be notified of such amendments or updates via the communication method of their choice. Continuing to use the HIVEINVOICE website after an amendment or update to the general terms and conditions shall constitute express consent to said terms and conditions by the client.

These general terms and conditions may only be waived with the express consent of HIVEINVOICE. Neither inaction nor abstention on the part of HIVEINVOICE in waiving its general terms and conditions may be interpreted as a waiver of said terms and conditions moving forward.

Article 2: Services offered

HIVEINVOICE is a paid online service that can be accessed online or via the dedicated app. It allows clients, as well as their own clients and suppliers, to manage their invoicing.

The services offered by HIVEINVOICE may only be accessed by professionals and, therefore, are not, under any circumstances, intended for private use by an individual.

HIVEINVOICE is a tool that is, under no circumstances, intended to substitute for the managerial obligations of the client, for which they remain completely liable.

HIVEINVOICE is a standard product and the client acknowledges that they are fully aware that the software may not offer the specific features that they are looking for. However, the client is free to suggest improvements or modifications, with the understanding that HIVEINVOICE may unilaterally decide to refuse to implement these suggestions.

Article 3: Creating an account

The client creates a HIVEINVOICE account at their sole liability.

By registering, the client expressly declares that:

- they are at least 18 years old;
- they have provided their full name, the name of their company, a valid email address and any other information that is mandatory and necessary when registering;
- they have read these general terms and conditions, which they accept unreservedly;
- they shall ensure the security and confidentiality of their log-in details; HIVEINVOICE declines any liability in the event of a loss of data or damages related to the client's inability to protect said data, including, in particular, their username and password.

The client also expressly states that their registration with HIVEINVOICE, and their use of the software offered by HIVEINVOICE is solely for professional use and, under no circumstances, may they be considered as a consumer.

Creating an account automatically entitles the client to a free trial period of one month for HIVEINVOICE services. At the end of this trial period, the client shall only be able to continue using said services if they subscribe to a paid plan, in accordance with the terms and conditions defined hereafter.

Article 4: Limitations related to internet usage

The use of HIVEINVOICE is closely dependent on the correct operation of the internet; the client declares that they understand the characteristics and limitations of this, as outlined hereafter:

- The quality of data transmission via the internet may vary considerably and, in particular, depends on the technical capacities of the network being used. As a result, HIVEINVOICE cannot, under any circumstances, guarantee the correct operation of the internet;
- Given the lack of protection for data online and the misuses that may occur, any disclosure by the client of their password, confidential codes or, more generally, any sensitive information is at their sole liability and peril;
- The client undertakes to protect their servers from infection by viruses or any attempt by third parties to hack in;
- HIVEINVOICE may not, under any circumstances, be used to spread viruses, computer worms or any other malicious content;
- HIVEINVOICE may not be used to store, host or send unsolicited emails, messages or texts;

- The client expressly waives the liability of HIVEINVOICE in the event that one or more of the aforementioned scenarios occurs.

The client is solely liable for harm and damages, whether direct or indirect, material or immaterial, caused by them or one of their employees to HIVEINVOICE, due to their inappropriate usage of the hosting server. In the scenarios listed above, as well as any other case involving fault on the part of the client, the client undertakes to guarantee and indemnify HIVEINVOICE for any sentence ruled against it, including any damages, fees and legal costs incurred. The client also undertakes to reimburse HIVEINVOICE for all costs incurred when repairing the damages caused by them.

Article 5: Entry into effect and duration of the contract

The contract shall enter into effect as soon as the client finishes registering for the trial period, or when they subscribe for a paid plan.

A client who has selected a free trial period of one month shall have their account blocked once this period expires. However, they may reactivate their account by subscribing to a paid plan.

The contract is valid for a period of one year and is invoiced on a monthly basis.

The contract shall be tacitly renewed if the client does not cancel their subscription before the expiration date, using the module provided on the website for this purpose.

In the event of a cancellation, access to HIVEINVOICE services shall be blocked on the date that the contract expires.

In the event that the client decides to delete their account, or not to use it before the contract expires, they shall still be liable for paying for the entire year's subscription, even after tacit renewal.

HIVEINVOICE reserves the right to stop marketing its products. The client shall be duly informed by any communication method chosen by HIVEINVOICE and may continue to use the software until the end of the current subscription period. Starting from the date of this notification, the client must take steps to back-up their data; HIVEINVOICE waives all liability for this. The client may not request any compensation based on the decision of HIVEINVOICE to stop marketing its products.

HIVEINVOICE is free to modify the software, unilaterally and without advance notice, in order to make improvements, adjustments or updates that it deems necessary or useful. The client may not request any compensation due to modification of the software.

Article 6: Suspension of access

In the event of a breach of these general terms and conditions, HIVEINVOICE reserves the right to suspend the client's access to its services, immediately and without advance or formal notice. Access shall only be restored after receipt of payment of the principal, fees and interests from the client, or once the violation of these general terms and conditions has ceased.

Furthermore, failure to comply with these general terms and conditions authorises HIVEINVOICE to immediately deactivate the client's account, either temporarily or permanently, without advance or formal notice, and without prejudice to HIVEINVOICE's right to make a claim for damages and interest for any damage incurred.

Finally, HIVEINVOICE has the right to deactivate any account that has been inactive for a period of one year.

Article 7: Data protection and privacy policy

By registering, the client expressly authorises HIVEINVOICE to store, process and use the data collected when creating their account, as well as any other information that is needed to prepare the invoices issued by HIVEINVOICE. Therefore, the data provided by the client is exclusively intended to ensure the correct operation of HIVEINVOICE. The client may, at any time, exercise their right to access, rectification, deletion, inspection, correction, portability and modification for their personal data by drafting a request to privacy@hiveinvoice.be.

Data belonging to the client and hosted by HIVEINVOICE when using the software remains the exclusive property of the client. HIVEINVOICE shall take any organisational and technical measures to ensure the confidentiality of this data. HIVEINVOICE shall not make any copy of this data, or use it for any purpose other than those pertaining to the application of these general terms and conditions or the use of the software.

The client retains sole liability for the data that they communicate to HIVEINVOICE when registering or using the software. To this end, the client guarantees that the data in question is their property and that they are entitled to use it. They also guarantee the legality of all of their data.

The client shall be required to indemnify HIVEINVOICE against any claim or action brought by a third party due to the client registering or from the use of data that has been conveyed to HIVEINVOICE. The client shall therefore be required to indemnify HIVEINVOICE against any sums that it might be sentenced to pay, as well as any costs incurred to defend itself, including legal fees.

The client expressly authorises HIVELAB to communicate the following data to certain specifically designated third parties:

- Surname;
- First name;
- Company name;
- BCE registration number;
- Address;
- Email;
- Telephone number;
- Fax number;
- Number of invoices created during a given period;
- Turnover accrued during a given period;
- Amount of invoices created during a given period;
- Number of clients;

This data may be communicated to the following third parties:

- GROUPE SECUREX ASBL, which has its registered office at Avenue de Tervueren, 43 , 1040 Etterbeek and which is registered with the BCE under number 0419.678.319;
- The public limited company SKWAREL, which has its registered office at 1040 Etterbeek, Cours Saint-Michel 30C and which is registered with the BCE under number 0849.854.711.

HIVELAB shall not communicate any of the aforementioned data to a third party other than those listed above.

Article 8: Security policy

HIVEINVOICE takes all of the necessary technical measures to preserve data and ensure its confidentiality.

Any data about user accounts is backed up on servers with a firewall and backed up to external servers on a daily basis.

Data security measures are also taken to ensure protection against loss of data and hacking by third parties.

Finally, all HIVEINVOICE employees, collaborators and subcontractors are required to respect the confidentiality of client data.

In spite of all the protective measures taken by HIVEINVOICE, the client acknowledges that they are aware that there is no protective measure that guarantees complete security and that the risk inherent in sending personal data via the internet cannot be completely eliminated.

As a result, HIVEINVOICE may not be held liable in the event of a loss of data caused by the software or servers failing or the intervention of a third party; to this end, the client undertakes to keep a back-up of the data conveyed to HIVEINVOICE at all times and by its own means.

HIVEINVOICE is only bound to the client by an obligation of means and may only be held liable due to gross negligence or fraud and only in the amount paid by the client for HIVEINVOICE services for the current period.

Article 9: Price – Invoicing – Online payment

The prices communicated to the client when they register shall remain valid for the initial period selected by the client. HIVEINVOICE reserves the right to amend its prices for subsequent periods unilaterally and without prior notice.

Paid plans and optional extras must be paid in a single payment for the entire period for which they are valid.

The management of online payments and debiting credit cards is not done by HIVEINVOICE directly, but by an online-payment service provider, namely the DIGITEAL platform. As a result, HIVEINVOICE shall not store or access credit card details under any circumstances.

The paid plan that the client has selected shall not be activated until their payment has been duly verified by the online platform.
HIVEINVOICE reserves the right to change service providers at any time and without prior notice.

HIVEINVOICE may not, under any circumstances, be held liable for failures by the selected service provider for online payments.

Article 10: Force majeure

HIVEINVOICE may not be held liable for a failure to execute one or more of the clauses in these general terms and conditions, or even all of the clauses, if this non-execution is the result of an incident of force majeure.

In this case, force majeure is defined as an unpredictable and/or inevitable event that is outside of HIVEINVOICE's control, such as, for example, a failure by the host.

If the execution of the contract or any of HIVEINVOICE's obligations is prevented, limited or disrupted, in whole or in part, due to force majeure, HIVEINVOICE will be exempted from executing the obligations in question.

In this scenario, HIVEINVOICE shall be entitled to request that this contract be terminated without the client being able to claim any compensation and retaining the benefit of the amounts due on the termination date.

If the incident of force majeure only results in a suspension of execution of these obligations, this shall last for the entire duration of the force majeure.

Article 11: Intellectual property

The trade name HIVEINVOICE is the exclusive property of the private limited company HIVELAB SOFTWARE & IT SERVICES. The same applies to any variations thereof, as well as any usage and logo related to HIVEINVOICE.

All of the elements that comprise the HIVEINVOICE website are the exclusive property of HIVEINVOICE, regardless of whether they are accessible to the software user or not. This particularly concerns software programs, databases, website pages (text, images, graphics, icons, sounds, videos), management tools, the platform, and any tools or information that are provided to the client.

Unless expressly authorised in advance by HIVEINVOICE in writing, it is strictly forbidden for the client, their employees or any other person that the client allows to access HIVEINVOICE to:

- copy, reproduce, modify, represent, publish, adapt, transmit, translate, in any way and by any means, all or part of the HIVEINVOICE software, as well as all or part of the information or services provided by HIVEINVOICE;
- use the software in another manner or for purposes other than those described on the HIVEINVOICE website or in these general terms and conditions;
- transfer, either for payment or for free, all or some of the rights and obligations that they possess as part of this contract.

The client's subscription only entitles them to license the use of the software for the duration of said subscription, to the exclusion of any other right.

Unless expressly denied by the client, HIVEINVOICE is authorised to mention its clients for promotional and publicity purposes on all media, including its website, and to include names, logos and extracts from any client comments.

Article 12: HIVEINVOICE's obligations and responsibilities

HIVEINVOICE is exclusively bound by an obligation of means and, as a result, undertakes to do everything possible to offer a high-quality service to its clients.

HIVEINVOICE shall ensure permanent access to the software (24 hours a day, 7 days a week). However, service interruptions are still possible, particularly in the event of downtime or failure of the host or during maintenance. These failures may, under no circumstances, incur the liability of HIVEINVOICE, regardless of the duration.

HIVEINVOICE may never be held liable for any damages incurred by the client or a third party resulting from use of the software or any other service offered by HIVEINVOICE, regardless of the cause, unless there is gross negligence or fraud on the part of HIVEINVOICE.

HIVEINVOICE may not be held liable for information being stolen and any subsequent consequences. The client acknowledges that they are aware of the risks involved in using the internet and are free not to communicate data that they believe to be sensitive.

In cases where HIVEINVOICE's liability has been established, only gross negligence may be blamed. In this scenario, the total compensation owed by HIVEINVOICE may not, by express agreement, exceed the amount that has been invoiced for the period in which the damages were incurred. HIVEINVOICE may, under no circumstances, be held liable for indirect damages that do not result directly and exclusively from the failure of the service provided by HIVEINVOICE, such as commercial damages, lost orders or profits, reputational damage, etc.

Any complaint from a client must be sent to HIVEINVOICE by email within 48 hours of the event in question, under penalty of forfeiture. This must be confirmed by registered mail, which shall be sent within eight calendar days of the aforementioned email.

Article 13: Applicable law and jurisdiction

This contract is governed by Belgian law.

Any dispute relating to the interpretation or execution of the contract between HIVEINVOICE and its client, or these general terms and conditions, shall fall under the sole jurisdiction of the Courts of Liège (Belgium).

Article 14: General Data Protection Regulation

HIVEINVOICE processes personal data in accordance with all of the applicable laws concerning data protection, more specifically, the General Data Protection Regulation.

HIVEINVOICE's data-protection policy is available on its website.
The data controller is the private limited company HIVELAB SOFWARE & IT SERVICES.
Any questions or comments regarding data protection may be sent to privacy@hiveinvoice.be.

In return, by accepting these general terms and conditions, the Client guarantees HIVEINVOICE that they are legally entitled to communicate and save personal data and, more generally, professional data (company names, logos, addresses, emails, VAT registration numbers, etc.) and that it is not infringing the relevant European directives pertaining to this subject. By extension, HIVEINVOICE processes the data provided by the Client in order to perform all of the services that the Client has voluntarily subscribed to. HIVEINVOICE assures the Client that this shall be done in its unique role as data processor and that the data provided shall be stored and used in HIVEINVOICE's services in the most secure way possible (measures that the Client considers to be appropriate and sufficient by accepting these conditions of use).