

PORT PASS' TERMS OF SERVICE FOR COMPANIES

Last updated: October 2025

Hi! Thank you for choosing us and our Platform. These Terms govern your use of the Port Pass Services and help define the relationship between you and us. Our aim is to provide a comprehensive and transparent legal framework that proactively addresses any questions you may have regarding the Platform, Services, and Fees. By using our Services, you confirm your acceptance of the latest version of these Terms. We kindly ask you to read them carefully and refer to them each time you use our Platform.

I. DEFINITIONS & APPLICABILITY**1. Definitions**

Agreement: the collective terms related to the Platform and the Services between the Customer and Company, including, but not limited to (i) any other written agreement between Company and Customer if applicable, (ii) the data processing terms, if applicable, and (iii) these Terms;

Application: the mobile or web-based application provided by Company or an authorised third party, used by the Port Pass Holder for the initial identity registration and biometric verification and for the secure retrieval of the Port Pass credential;

Authorised User: Any individual who is granted access to the Platform by the Customer;

Company (or we | us): the public limited company ("naamloze vennootschap") Peripass, incorporated and existing under the laws of Belgium, with registered office at BE 9050 Ghent, Bellevue 3 bus 101, with VAT number BE-0715.784.576;

Customer: every legal entity, such as a transportation company or a logistics provider, that purchases the Port Passes for the purpose of enabling Port Pass Holders to access a Site;

End-User License Agreement (EULA): The rules and guidelines for the proper use of the Application and Port Pass by the Port Pass Holders;

Fees: the fee(s) payable by Customer, for the purchase of Port Passes;

Force Majeure: all circumstances which were reasonably unforeseeable at the time the Agreement was concluded, are unavoidable, and create (i) the inability on the part of a party to carry out the Agreement, or (ii) make the implementation of the Agreement harder or more difficult than normally anticipated (financially or otherwise). For example (but not limited to): hardship, natural disasters, war (threats of) terrorism, strikes, lock-out, diseases, pandemics, shortage of personnel, organisational conditions, confiscation, fire, scarcity of (raw) materials, bankruptcy or delays on the part of suppliers or subcontractors;

Intellectual Property Rights: Any and all of Company's rights to patents, design, utility models, trademarks, trade names, know-how, trade secrets, copyrights, photography rights and, other industrial and intellectual property rights relating to the Application and the Port Pass, whether registered or not;

ISPS Code: The International Ship and Port Facility Security Code, which outlines mandatory security requirements for ships and port facilities to prevent security threats, as well as all regional implementations of the ISPS Code;

Platform: The core web-based software-as-a-service solution provided by Company, which forms the central administrative portal used by Customer for the purchase and management of Port Passes and the administration of Port Pass Holders;

Port: A geographical area that encompasses multiple Sites and is governed by specific regulations, including the ISPS Code;

Port Pass: The digital or paper identification for Port Pass Holders, enabling a Port Pass Holder to gain access to a Site. The Port Pass can be used through the Application or through paper print out;

Port Pass Holder: Any natural person who is employed by or works on behalf of Customer and uses the Port Pass to gain access to a Site;

Privacy Legislation: the (supra)national privacy legislation, applicable on the processing of personal data by Company or Customer, related to the execution of the Agreement, such as, but not limited to (i) the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('General Data Protection Regulation' or 'GDPR'), (ii) Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('E-privacy Directive'), (iii) the Belgian Data Protection Law of 30 July

2018 and any other or future implementation in national legislations;

Services: All services provided by Company to the Customer, including and in relation to the provision of the Platform and the Port Passes;

Site(s): Each physical location(s), situated within a Port, that can be accessed with a Port Pass;

Term: the duration of this Agreement;

Terms: these general terms and conditions; and

Website: www.portpass.com, as well as any subdomains or other/future websites of Company.

2. Applicability of the Terms

2.1. Unless explicitly determined otherwise in writing, the entire relation between Company and the Customer for the provision of Services by Company to Customer, is governed by, in descending hierarchical order: (i) the data processing terms, if applicable, (ii) these Terms and (iii) the Belgian law. Nothing in these Terms shall limit any mandatory rights under applicable law. If any provision is or becomes inconsistent with mandatory law, that provision shall be read to the extent necessary to comply with mandatory law and the remainder of the Terms will remain in effect.

2.2. These Terms are specifically tailored to the use of the Services and are thus best suited to govern the relation between Company and the Customer. Customer agrees these Terms shall always take precedence over its own terms and conditions, which shall not be enforceable against Company (even if the Customer declares them the only valid terms).

2.3. Customer acknowledges that by creating an account on the Platform and accessing or using the Platform, they are aware of and have accepted these Terms. These Terms are specifically tailored to the use of the Services and shall prevail over Customer's own terms and conditions, which shall not be enforceable against Company.

II. GENERAL TERMS AND CONDITIONS**3. Conclusion of the Agreement**

3.1. Newsletters, folders, publicity announcements, demos price lists, as well as statements on the Website or Platform shall not create any binding obligation and should only be regarded as an invitation to place an order, unless explicitly stated otherwise.

3.2. The definitive agreement is concluded upon Customer's electronic acceptance of these Terms via the Platform, which grants access to the Platform functionalities.

4. The Services

4.1. All Company obligations related to the Services shall be best efforts obligations. Company shall provide the Services with appropriate care and in good faith, to the best of its understanding, skill insight and ability, as reasonably expected from a professional experienced in services of comparable scope, complexity and size.

4.2. Company expressly disclaims any and all warranties that the Services shall be performed error-free or meet Customer's wishes.

4.3. Services are limited to what is defined in the Agreement. Company is entitled to rely on the information provided by the Customer, without having to verify its accuracy and completeness. The Customer is responsible for ensuring that all information provided for identity verification is accurate and complete. Company shall make use of data and information provided by the Customer to perform its Services, without accepting any responsibility in this respect.

4.4. Company does not guarantee that Services are suitable for Customers intended use or are seamlessly adapted to Customer's activities or business operations, unless such purpose is agreed explicitly in writing in the Agreement.

4.5. Company reserves the right, with reasonable prior written notice, to conduct an audit of Customer's use of the Services to verify compliance with the terms of this Agreement. This may include, but is not limited to, checks of Customer's records

related to the issuance of Port Passes and the identity of Port Pass Holders. Customer agrees to cooperate fully with any such audit.

4.6. Customer acknowledges that Company is not responsible for the physical or technical access control infrastructure of any third party Site, including the proper functioning of gates, barriers, kiosks, or other access control.

4.7. Customer acknowledges that it has no authority or responsibility over the security, maintenance, or operational procedures of a Site. All security protocols, including access control, surveillance, and on-site rules, are the sole responsibility of the terminal operator and the relevant port authorities.

4.8. Customer is responsible for ensuring its Port Pass Holders comply with all rules and regulations of any Site. Company is not responsible for informing Customer or its Port Pass Holders of these specific rules.

5. The Platform**5.1. The Platform**

5.1.1. The Platform is provided to the Customer "as-is". Customer acknowledges that it shall not rely on the Platform for the development of any future functionality, features or data connectivity beyond what is described in the Agreement.

5.1.2. Company shall use its best effort to maintain the availability of the Platform but shall never guarantee the uninterrupted availability. In the event of problems with the availability of the Platform, Company undertakes its best effort to solve such issue as soon as reasonably possible, without offering any guarantees. In any case and where appropriate, Company shall be free to determine what is to be considered an adequate Platform.

5.1.3. Company reserves the right to make, in its sole discretion, any material or non-material changes and/or updates to the functionality of the Platform from time to time without prior approval of Customer, provided that such changes do not materially downgrade any of the existing functionalities at the moment of the signing of the Agreement. Company will notify Customer of material changes by email.

5.1.4. Company is continually striving to improve the Platform and the Services it offers to Customers.

5.1.5. Customer acknowledges that the full functionality of the Platform depends on a stable internet connection. Customer is responsible for ensuring that its systems meet the necessary technical requirements to facilitate the integration and full functionality of the Platform. Customer is responsible for procuring, maintaining, and securing its network connections to the Platform. Company is not liable for any damages or Service interruptions resulting from Customer's or Port Pass Holders' inadequate network connection or the use of incompatible operating systems, or browsers.

5.1.6. Company does not guarantee that the Platform will operate completely error-free. Customer acknowledges that each operating system and each version of an operating system or browser has specific idiosyncrasies that may cause the Platform to function imperfectly on an operating system or browser version not explicitly supported by the Platform.

5.2. Use of the Platform

5.2.1. To access and use the Platform, Customer must create an account and provide current, complete, and accurate information. The login credentials are for use by Customer and its Authorised Users. Customer will take all actions that are necessary to maintain the confidentiality of, and prevent the unauthorised use of, each password and login. Customer will immediately notify the Company in writing if Customer determines that an unauthorised employee or unauthorised third party has gained access to an account. Customer will indemnify, defend, and hold harmless Company from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorised use of Customer's passwords and logins.

5.2.2. Customer acknowledges that the acquisition and issuance of any Port Pass is contingent upon the registration of a valid and approved credit card on the Platform. Customer's account will be activated for Port Pass issuance functionalities once this condition is met. Customer warrants that it is the authorised user of the credit card.

5.2.3. Customer is granted a temporary, personal, limited, non-exclusive, and non-transferable right to access and use the Platform. Customer shall ensure that its Authorised Users access and use the Platform in accordance with the provisions in this Agreement and any instructions provided by Company.

5.2.4. Customer acknowledges that it is prohibited to and shall refrain to upload any information that:

- (i) Infringes any third party (intellectual property) rights;
- (ii) Contains incorrect, false, or fraudulent information, including with respect to the identity of a Port Pass Holder;
- (iii) Contains offensive, unlawful, misleading, or inappropriate content, including but not limited to criminal, obscene, or discriminatory material;
- (iv) Contains personal, private, or confidential information of others without their explicit permission;
- (v) Is in violation of the Agreement;
- (vi) Violates any applicable legislation; or
- (vii) Are otherwise deemed inappropriate.

5.2.5. The Customer and Authorised Users shall not:

- (i) Use the Platform in a manner intended to avoid incurring any Fees, such as by creating fictitious accounts;
- (ii) Tamper with the identity verification or access control system, including by using a Port Pass that does not belong to them, or attempting to use a single Port Pass for multiple individuals;
- (iii) Interfere with the security or operational flow of a Site by attempting to bypass the intended verification process through the Platform;
- (iv) Use the Platform to facilitate or engage in any illegal or criminal activity, including but not limited to the smuggling of goods, human trafficking, or other unlawful activities;
- (v) "Frame," distribute, resell, provide or permit access to the Platform by any third party other than as allowed by the features and functionality of the Platform;
- (vi) Misuse their user account or administrator privileges, including but not limited to, creating accounts or issuing Port Passes for individuals who are not employees of or directly authorized by Customer;
- (vii) Attempt to corrupt, alter, or delete any data or records within the Platform, including but not limited to audit logs, access records, or security information;
- (viii) Circumvent or attempt to bypass any digital security measures or access controls implemented within the Platform;
- (ix) Use the Platform in violation of applicable laws;
- (x) Transfer to the Platform or otherwise use on the Platform any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with, or otherwise harm or provide unauthorized access to the Platform;
- (xi) Use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Platform;

(xii) Provide access to the Platform to an individual associated with a Company competitor;

(xiii) Extract information from the Platform in furtherance of competing with Company;

(xiv) Introduce into the Services any software containing a virus, worm, "back door," Trojan horse, or similarly harmful code; or,

(xv) Permit any third party to engage in any of the foregoing proscribed acts.

5.2.6. Customer shall use best efforts to prevent or terminate any unauthorised access, illegal use, or incompatible use of the Platform. If Customer discovers such unauthorised access and/or use, Customer shall notify Company immediately, which shall be entitled to take all necessary or useful measures to remedy such access and/or use.

5.2.7. If Customer observes any deficiency or problem, Customer is obliged to immediately cease the use of the Platform and make every reasonable effort to prevent any (further) damage.

6. The Application and Port Pass

6.1. Customer acknowledges that the use of the Application by its Port Pass Holders is subject to a limited, non-exclusive, and non-transferable license granted by Company. This license is valid only for the duration of a Port Pass. Customer shall ensure that the Application is only used by Port Pass Holders on compatible mobile or other devices and in accordance with the terms of this Agreement. The Portpass Holder may not transfer or sub-license this license to any third party.

6.2. Company offers two distinct types of Port Passes, each with its own specific conditions:

(i) Annual Port Pass: A Port Pass that grants a unique Port Pass Holder the ability to use the Port Pass for a period of one (1) year;

(ii) Daily Port Pass: A Port Pass that grants a unique Port Pass Holder temporarily the ability to use the Port Pass for a limited period of one (1) day. Customer acknowledges that the number of daily Port Passes that can be purchased for a single unique person may be limited.

6.3. The purchase of a Port Pass includes support Services for the Port Pass Holder via chat and email during business days from 9 a.m. to 5 p.m. This support is available in Dutch, French, German, and English.

6.4. Customer acknowledges that the purchase of a Port Pass is required for every Port Pass Holder associated with Customer's account, regardless of whether that individual already possesses an active Port Pass issued under a separate agreement with another entity. If an individual is authorized to represent Customer, Customer must purchase a distinct Port Pass for that individual.

6.5. Company provides identity verification services to assist Customer in confirming the identity of Port Pass Holders. This verification is conducted online via the Application and is provided on a best efforts basis. Customer acknowledges and warrants that the Port Pass Holder shall truthfully and accurately provide all required identity data, including a scan of a valid identity document and a live facial scan, as part of this process. Customer acknowledges that if automated online verification is not possible, a fallback procedure may be required. This procedure may involve the Port Pass Holder scheduling an appointment with a qualified third party security professional in Belgium for manual identity verification.

6.6. Company reserves the right to refuse to issue a Port Pass to any individual if Company, in its sole discretion, has reasonable doubt regarding the individual's identity, background, or intentions.

6.7. Following the successful completion of the identity verification process, the Port Pass is provided to the Port Pass Holder and may be stored digitally (e.g., in a mobile wallet) or printed. The Port Pass is an independent, non-transferable credential, and the Port Pass Holder may not sub-license the Port Pass to any third party.

6.8. Customer acknowledges that actual access to a Site is strictly contingent upon the Port Pass Holder presenting the Port Pass at the Site's access kiosk, immediately followed by a successful, mandatory live biometric verification match against the securely stored biometric data on the Port Pass created during the initial registration.

6.9. Customer shall ensure that each individual Port Pass Holder complies with the following obligations and the EULA related to the Application and Port Pass:

(i) Port Pass Holder must actively cooperate with the visual recognition technology integrated into the Application and at the Site's access kiosk to verify their identity. Any attempt to circumvent or mislead this process, such as by using a photograph instead of a live facial scan, is strictly prohibited;

(ii) Port Pass Holder is solely responsible for the accuracy and completeness of their identity data, including a valid and current identity document. The Port Pass Holder is responsible for ensuring that the identity document used for the initial registration remains valid for the entire duration of the Port Pass. In the event that an identity document expires before the Port Pass, the Port Pass Holder must immediately complete a new registration process, including the submission of a valid and current identity document and a new visual scan, to ensure the Port Pass remains active. Company shall not be liable for any unauthorised access or damages resulting from inaccurate or outdated identity data provided by the Port Pass Holder.

(iii) Port Pass Holder shall use the Application and the Port Pass solely for its intended purpose, which is to facilitate authorized identity verification and access to a Site;

(iv) Port Pass Holder shall implement reasonable security measures to safeguard the Port Pass, regardless of its format (digital wallet, screen display, or printed QR Code), to prevent unauthorized access or use. This obligation includes, but is not limited to, securing the mobile or other device with access controls and ensuring the printed Port Pass is secured against loss, theft, or unauthorized reproduction.

(v) Port Pass is strictly personal and non-transferable. The Port Pass Holder is prohibited from using any method to reproduce, share or falsify the Port Pass, the unique verification mechanism, or any associated credentials;

(vi) Port Pass Holder shall notify any malfunction or disruption (due to, for example, bugs or malicious code) of the Application or the Port Pass to the Company.

6.10. Customer expressly warrants that it will:

(i) Inform all its Port Pass Holders of the obligations and prohibitions set out in this Agreement and the EULA;

(ii) Take all necessary measures to enforce these obligations and prohibitions, including but not limited to, invalidating the Port Pass of a Port Pass Holder in case of a breach;

(iii) Ensure that all data provided by its Port Pass Holders for identity verification and Port Pass creation is accurate, truthful, and complete; and

(iv) Be solely responsible and liable for any breach of this Agreement by its Port Pass Holders.

7. Maintenance

7.1. If necessary for any maintenance work or implementation of updates to the Platform, Company may temporarily interrupt the availability of the Platform and/or Services. To the extent possible, any maintenance work will take place outside normal business hours.

7.2. Company will use its best efforts to notify Customer in advance of any planned interruptions. Interruptions due to maintenance or updates shall not be deemed a fault by Company. Company will endeavour to minimize downtime and limit interruptions to what is reasonably necessary.

8. Fees and Payment

8.1. Customer explicitly authorizes the Company to immediately charge the registered credit card for the Fees upon the activation of a Port Pass or automatic renewal of an annual Port Pass.

8.2. If a payment due for activation or renewal of a Port Pass is not successfully settled, due to an expired credit card, insufficient funds, or any other reason, and Customer does not remedy the failure by updating the credit card or settling the outstanding amount within seven (7) days of notification, Company may immediately suspend access to the Platform until payment is successfully processed.

8.3. All Fees are, unless explicitly stated otherwise, excluding VAT or any other levies or taxes.

8.4. Company may increase the Fees at renewal. Company shall notify the Customer of any price increase at least two (2) months before tacit renewal by e-mail.

8.5. The Fees shall not increase during the first three (3) years of the Agreement, except for indexation linked to the Agoria index, as specified in **Article 8.6**.

8.6. Company is entitled to index Fees in line with an increase in its costs, whereby the amount payable shall be calculated on the basis of the formula below:

$$P = [20\% * p] + [80\% * p * (S/s)]$$

Where:

F = the new Fee;

f = the initial Fee;

S = the new Agoria wage index;

s = the initial wage index.

9. Liability

9.1. Company

9.1.1. The liability of Company shall always be assessed in light of the best efforts obligation under this Agreement.

9.1.2. For inadequate Services, Company's liability is limited to the re-performance of the Services or to compensation for damages if re-performance is not possible or not reasonably practicable.

9.1.3. The total liability of Company shall in all cases be limited to any direct damages and to the invoice value of the Services that gave rise to the claim, up to EUR 1.000.000 per incident, with a maximum aggregate liability of EUR 5.000.000 per calendar year.

9.1.4. Company shall never be liable for:

(i) damage or loss suffered by Customer or third parties by incorrect, incomplete or late information and instructions from Customer (incl. its Authorised Users);

(ii) damage resulting from malfunctions or defaults in network communications, devices or infrastructure belonging to Customer (incl. its Authorised Users) used for accessing the Platform;

(iii) damage caused by further use or application of the Platform by the Customer (incl. its Authorised Users) after a defect has been found;

(iv) damage caused by the improper, inadequate, unauthorised or unlawful use of the Platform;

(v) damage caused by the theft or loss of the password for accessing the Platform due to negligence of the Customer (incl. its Authorised Users);

(vi) damage caused by Force Majeure in accordance with the provisions of **Article 12**;

(vii) Fines, penalties, or claims from governmental authorities (such as port authorities) resulting from the Customer's failure to comply with the ISPS Code or other national or international regulations, as the Platform is a tool to support compliance, not a guarantee of it;

(viii) Damage resulting from the use of incompatible operating systems, or browsers by the Customer or its Authorised Users;

(ix) damages arising from the Port Pass Holder's failure to implement reasonable security measures to safeguard the Port Pass (whether digital or printed QR Code) against unauthorized access or use;

(x) Damage caused by the misuse of the Application or the Port Pass;

(xi) Liability arising from the use of the Platform to facilitate illegal activities, such as human trafficking or the smuggling of goods.

(xii) Damage or liability arising from inaccurate, incomplete, or fraudulent identity data provided by Customer or a Port Pass Holder, including but not limited to the use of falsified or outdated identity documents or biometric data;

(xiii) indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties; and,

(xiv) Damages, delays, or claims arising from the security practices or operational failures of a Site;

(xv) any other claims, damages and loss caused by circumstances or causes outside of the reasonable control of Company.

9.1.5. Customer explicitly acknowledges and accepts that Company relies on auxiliary persons for the performance of the Agreement. Company wishes to protect certain categories of these auxiliary persons against direct claims under article 6.3 of the Belgian Civil Code. These categories specifically include drivers, employees, and independent service providers (such as commercial agents and managers but excluding third parties engaged on an incidental or project basis, like subcontractors or freelancers). Customer expressly agrees that, in the event of faults by the aforementioned auxiliary persons within the meaning of article 6.6 of the Belgian Civil Code, which could give rise to a direct claim as referred to in article 6.3 of the same Code, Customer will not sue the auxiliary persons directly. Instead, Customer will exclusively direct any claims for damages to Company. Customer thereby expressly waives their right to a direct claim against the aforementioned auxiliary persons. This waiver of claim does not apply in cases of fraud, deceit, and/or intent on the part of the auxiliary persons, or if the shortcoming also constitutes a crime.

9.2. Customer

9.2.1. Customer will hold Company harmless against all claims from third parties arising from the incorrect or unlawful use of the Platform. It will cover all damages such as compensations or legal costs (including reasonable lawyer's fees) providing that Company has informed Customer as soon as reasonably possible of any claim arising from that matter.

9.2.2. Company may suspend a Customer's access to the Platform or a Port Pass Holder to its Port Pass with immediate effect in case of a suspected breach of the Agreement or in extraordinary circumstances, such as during an audit or in the event of suspected illegal or fraudulent activity. Company may also place access on hold if there is reasonable doubt about a Customer's or Port Pass Holder's identity or conduct, pending clarification of the situation.

10. Support

10.1. Company provides standard support in relation to the Platform and a dedicated support portal during business days from 9 a.m. to 5 p.m. This support is available in Dutch, French, German, and English.

10.2. When Customer is in need of assistance or has an enquiry with respect to the Platform, Customer can contact the helpdesk of Company on the e-mail address info@portpass.com or via the support portal.

10.3. Customer must offer all necessary assistance and co-operation to the helpdesk, e.g. provide a detailed description of the problem and the situation in which it occurred.

10.4. The helpdesk of Company will use its best efforts to assist the Customer as soon as reasonably possible following the requested support.

10.5. Company performs maintenance activities and implements updates of its Platform on a regular basis. Company strives to minimise the impact on the availability of its Platform, but does not exclude any downtime in this respect. If the impact on the availability of the Platform, Company will strive to inform Customer thereof.

11. Term & Termination

11.1. Term

11.1.1. This Agreement shall enter into effect on the date Customer creates its account. The initial Term shall be three (3) years.

11.1.2. Upon completion of the initial Term, the Agreement shall be automatically renewed for successive periods equal of one (1) year, unless either party gives written notice of termination to the other party at least three (3) months prior to the end of the then-current Term.

11.1.3. Grounds for termination

11.1.4. Either party may terminate the Agreement per registered mail for material breach, automatically and without definitive court decision if the other party has committed a material breach and fails to remedy such breach within fifteen (15)

days of written notice of default by the claiming party. Parties will consider (amongst others) the following events as a material breach:

- (i) Failure to comply with the best effort performance of the Services for an extended duration;
- (ii) Violation of a Port Pass Holder's obligations or a breach of the Customer's warranties, as outlined in **Article 6**;
- (iii) Violations of the ISPS Code by the Customer or the Portpass Holders;
- (iv) Unauthorised or illegal use of the Platform;
- (v) Intellectual property infringement (cfr. **Article 14**).

11.1.5. The Agreement may be terminated if an insolvency event occurs, i.e. a party ceases to pay its debts or ceases its activities, files for bankruptcy, liquidation of the legal entity or enters proceedings in receivership or judicial composition proceedings.

11.1.6. This Agreement may be terminated by either party with immediate effect upon written notice if the other party undergoes an event where a person or group of persons, acting in concert, acquires control over the other party through the acquisition of a majority (50%+1) of the shares or voting rights.

11.2. Consequences of termination

11.2.1. Regardless of the cause for termination, the following consequences will follow the termination of the Agreement:

- (i) Company shall stop performing its Services;
- (ii) Company is entitled to refuse any request from the Customer to enter into a (new) Agreement with regard to the Services.
- (iii) The Customer shall immediately cease all use of the Platform;
- (iv) The Company shall have no obligation to refund any Fees paid by the Customer prior to the effective date of termination.
- (v) Customer will discontinue the use and will return Company's confidential information and proprietary material.
- (vi) Upon the Customer's first request and on an external digital storage medium supplied by the Customer, Company shall transfer the Customer's data. After a period of thirty (30) days from the effective date of termination, Company shall irrevocably delete all Customer data.

11.2.2. Articles 9, 13, 14, and 15 shall survive the termination of the Agreement and continue in full force and effect.

11.2.3. The termination of the Agreement, for whatever reason, shall not prejudice the rights acquired by each party.

12. Force Majeure

12.1. In the event of Force Majeure, the party confronted by the Force Majeure event shall (i) notify the other party thereof within a period of one month after the inception of the Force Majeure and (ii) inform the other party of the period for which the Force Majeure is expected to continue.

12.2. In the event of Force Majeure, each party has the right to temporarily suspend the performance of its obligations without being liable for any damages.

12.3. A situation of Force Majeure that continues beyond three (3) months shall entitle either party to terminate the Agreement with immediate effect by simple written notification, without judicial intervention and without any liability.

13. Confidentiality

13.1. All information marked as confidential or reasonably to be considered confidential, disclosed by any of the parties to the receiving party prior to entering into an Agreement as well as during the Agreement shall be treated with the utmost secrecy.

13.2. The receiving party shall:

- (i) not use, reproduce, or allocate the confidential information in any manner or for any other purpose than their cooperation;
- (ii) not engage in, nor authorise others to engage in, the reverse engineering, disassembly or the decompilation of the source code, structure or any other confidential information; and,
- (iii) not derive any commercial benefit from the confidential information.

13.3. This confidentiality obligation applies during the course of the Agreement between Company and Customer and shall continue to exist for a period of three (3) years from its termination for any reason whatsoever.

13.4. The disclosing party shall remain the sole owner of their own confidential information at all times. Except as expressly set forth herein, nothing in these Terms or the relationship between parties shall grant the receiving party any rights to or interest in the confidential information and no implied licenses are granted by these Terms.

13.5. In case of breach of the obligations in this Article, a lump-sum compensation equal to EUR5.000,00 per individual breach is due by the breaching party to the other party, without prejudice to the right of the other party to claim full compensation for all damage caused by the breach.

14. Intellectual Property Rights

14.1. The Customer explicitly acknowledges that Company shall own and retain all Intellectual Property Rights with respect to the Platform and the Port Pass (including all copies, modifications, extensions and derivative works thereof), such as, but not limited to: rights associated with the (source) code, technological backbone, other authorship rights, design rights, know how, domain names and database rights.

14.2. Customer shall not use Company's company name, Company's Services names or Company's trademarks as part of Customer's name or in any manner capable of misrepresenting the relationship between Customer and Company. Customer shall not alter, remove or tamper with the brands, trademarks, or other means of identification on the Services.

14.3. Customer explicitly authorises Company to use Customer's name and/or project as a reference for publicity purposes, such as by publication on the Website. In this regard, Customer also authorises Company to use Customer's name, trademark, logo, etc.

14.4. In case of breach of the obligations in this Article, a lump-sum compensation equal to five thousand euros (€ 5.000,00) per individual breach is due by the breaching party to the other party, without prejudice to the right of the other party to claim full compensation for all damage caused by the breach.

15. Privacy

15.1. Company as controller

15.1.1. The collection of personal data of the Customer shall take place in accordance with the provisions of our Privacy Policy. In such event, we act as controller. The Privacy Policy includes information about the personal data collected by Company, as well as the manner in which we use and process this personal data for certain purposes. Our Privacy Policy can be consulted (i) when Customer accesses the Platform for the first time or (ii) on the Website or Application at any time.

15.2. Customer as controller

15.2.1. The Customer acknowledges that – with regard to the processing of all data existing and uploaded on the Platform and/or processed in execution of the Services – it shall act as controller and Company as processor. All arrangements made between parties in this respect shall be solely governed by a data processing terms applicable between Customer and Company. Customer explicitly acknowledges that by ordering the Services and entering into an Agreement with Company to have read and accepted the applicable data processing terms.

16. Changes to the Terms

16.1. Company reserves the right to change or update the Terms at any time. New or amended Terms shall apply from the thirtieth (30th) day after they were (implicitly) accepted by the Customer.

17. Netting

17.1. In accordance with the provisions of the Belgian Law on Financial Collateral of 15 December 2004, Company and the Customer automatically offset all currently existing and future debts vis-à-vis each other. This means that in the permanent relationship between Company and the Customer, only the largest debt remains after the aforementioned automatic compensation.

18. Miscellaneous

18.1. No waiver

18.1.1. Any failure or delay by Company in exercising any right under an Agreement with the Customer, any single or partial exercise of any right under such Agreement or any partial reaction or absence of reaction by Company in the event of violation by the Customer of one or more provisions of such an Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of Company's rights under such Agreement, nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by Company, this waiver cannot be invoked by the Customer in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

18.2. Notices

18.2.1. Any notice to be given under the Agreement shall be deemed duly given when sent by e-mail. It shall be deemed received one (1) working day after the date of dispatch.

18.3. Divisibility

18.3.1. If any part or any clause of the Agreement is for whatever reason held to be unlawful, invalid or unenforceable, such provisions shall be deleted and the remaining parts or clauses shall not be affected and shall remain valid and enforceable as if the invalid or unenforceable parts or clauses were not part of the Agreement.

18.3.2. Any such part or clause shall be replaced by a provision that, insofar as legally possible, comes closest to the intention of parties in the affected part or clause. Parties shall in good faith negotiate and agree a mutually acceptable provision that shall replace the deleted provision.

18.4. Independency of the Parties

18.4.1. Company shall always perform the Agreement on an independent basis. The independent cooperation between Company and Customer does not create any relationship of subordination. Company shall organize its activities at its own discretion and shall independently manage its time, and neither it nor its employees/appointees shall be held accountable to Customer for this. When Company entrusts one or more employees/appointees with the performance of the Agreement, their work shall be managed and supervised by a person responsible for Company. Unless otherwise agreed, neither Customer nor its appointees shall exercise any form of employer's authority over Company's employees/appointees. Therefore, neither Customer nor its appointees may give them instructions or orders, nor exercise any control or supervision over them.

18.5. Non-transfer

18.5.1. This Agreement and the rights and obligations ensuing from it for Customer may not be transferred either directly or indirectly without the written consent of Company.

18.5.2. Company shall have the right to transfer any Agreement and the rights and obligations ensuing from it to a third party. In that case, a new agreement between Customer and the third party shall be concluded with terms and conditions (rights and obligations) identical to those in this Agreement for the remaining Term.

19. Jurisdiction and applicable law

19.1. Jurisdiction

All disputes arising out or relating to the performance of this Agreement shall be subjected to the exclusive jurisdiction of the courts of the district in which Company has its registered office.

19.2. Applicable law

The Agreement as well as any agreement between parties, of whatever nature, are governed by and construed in accordance with the laws of Belgium, with exclusion of all conflict of laws rules.