

## Skwiz Terms and Conditions

### 1. General

- 1.1 These Terms and Conditions govern all agreements between Sagacify S.R.L., located at 1150 Sint-Pieters-Woluwe, Avenue de Broqueville 12 and with company number 0500.616.505 (hereinafter "**Skwiz**", "**we**" or "**us**") and you (the "**Customer**") (hereinafter individually a "**Party**", collectively the "**Parties**") in connection with the provision and use of the Service (as defined below under Article 2.2) (the "**Agreement**"), unless otherwise expressly provided in writing. The Agreement constitutes the entire agreement between Skwiz and the Customer with respect to the provision of the Service.
- 1.2 By using the Service, the Customer is deemed to accept this Agreement. This Agreement takes precedence over the Customer's general terms and conditions insofar as they relate to the use of the Service or a similar service, even if the Customer's general terms and conditions appear on his order form.
- 1.3 The failure of Skwiz to exercise any right under the Agreement, in whole or in part, shall not be construed as a waiver (express or implied, in whole or in part) of the rights under the Agreement, nor as an impediment to the further exercise of such rights. Any waiver of rights must be made expressly and in writing.
- 1.4 If any provision or partial provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed amended to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or partial provision shall be deemed deleted. An amendment or deletion of any provision or sub-provision under this clause shall not affect the validity and enforceability of the remainder of the Terms and Conditions.
- 1.5 Skwiz may change the terms of the Agreement and the Service at any time and shall notify the Customer of such changes via email to the email address associated with the Customer's account thirty (30) days prior to the effective date of the change. After the expiration of that thirty-day period, Customer shall be legally bound to comply with the change unless Customer files a written objection before the expiration of the thirty-day period. In the absence of a written objection within the thirty days after notification of the change, the Customer shall be deemed to have agreed to the changed terms. Changes will only be communicated to the Customer if such

changes relate to the Service or if such changes materially affect the Customer.

### 2. Object

- 2.1 Skwiz provides an Intelligent Document Processing ("**IDP**") solution whereby Customers can upload Customer Data on the Skwiz IDP solution (the "**Software**") and whereby the Software will extract, classify, and/or structure information from such documents ("**Output Data**") for further use by the Customer (the "**Service**").

"**Customer Data**" refers to any data, information, or other material provided, uploaded, or submitted by the Customer to the Service while using the Services. The ownership of the Customer Data lies with the Customer and shall continue to do so.

### 3. Registration and access

- 3.1 Before being able to use the Services, the Customer must register for an account. The Customer must provide complete and accurate information – as requested by Skwiz – to register for an account. Upon having duly registered an account, the Customer becomes an "Authorized User". The Customer must not make the access credentials to its account available to any third parties. The Customer is responsible for all activities that occur under its account.
- 3.2 Skwiz grants Customer a non-exclusive, non-transferable right to access the Service during the Term of the Agreement on the Internet through registered account credentials solely for: (a) Customer's business purposes, (b) entering Customer Data, and (c) operating the functions of the Service as defined in Section 2.1. of the Agreement.

### 4. Pricing and payment

- 4.1 The Customer shall be billed on a monthly basis on the basis of the number and type of uses the Customer has made of the Service, in line with the then applicable prices as set forth on the Skwiz website.
- 4.2 Skwiz may change its prices by sending price updates via email to the email address associated with the Customer's account. Price updates shall become effective as of the first monthly billing cycle following the month on which the prices have been updated.
- 4.3 Upon the creation of an account, Customer is granted a limited amount of free pages ("**Free Pages**"), allowing the Customer to make use of the Services without payment up to the corresponding value of the Free Pages at the applicable prices on the date of consumption of the Free Pages. Skwiz has full discretion to

determine the amount of Free Pages that will be granted upon the account creation.

- 4.4 Customer acknowledges and agrees that Skwiz may withdraw any granted Free Pages or terminate the validity of any Free Pages at any time and for any reason. In addition, Skwiz may modify the applicable terms on Free Pages by publishing a notice on the Skwiz website. Creating multiple accounts to take advantage of the pages provided in the free tier of the Services is prohibited. If we suspect that you are not using the free tier in good faith, we may either charge you the standard fees or deny access to the Services.
- 4.5 All invoices shall be payable within 30 days after their date of issuing. The amounts will be directly charged on the credit card using the credit card details Customer has provided upon registration or afterwards. Customer warrants these credit card details will always be up to date. In the event of late payment for any reason whatsoever, the sums owed by the Customer shall automatically bear interest from the due date and without the need for prior formal notice. Late payment interest in an amount equal to the following rate:
  - 10% if the Customer is not acting for professional purposes;
  - the rate mentioned in article 5 of the law of 2 August 2002 concerning the fight against late payment in commercial transactions.
- 4.6 The partial or total non-payment of any sum due will also have the effect, from this date, of allowing Skwiz to suspend the execution of any service/delivery provided for in the contract/order form until full payment of the sums due, notwithstanding the right to claim compensation for the damage suffered. Each invoice shall be considered accepted within 8 days of its dispatch, in the absence of a written objection by email.
- 4.7 In the event of legal collection of any invoice, the Customer shall also be liable for reasonable collection costs, such as legal fees and internal management costs that exceed the amount of the above-mentioned fixed compensation. In the event of late payment, not covering interest or surcharges, the Customer may not set off the payment made against the principal in preference to arrears and interest. A payment which only covers the principal and interest, but not the entire debt, shall first be set off against the interest and arrears.
- 4.8 The Customer shall release the sums due by transferring the amount to the following account in the name of SAGACIFY S.R.L. Account number : BE87 3631 1195 3194.

## 5. Term and termination

- 5.1 The Agreement enters into effect when the Customer takes first use of the Services and shall remain in effect until terminated. Customer may terminate the Agreement at any time and for any reason by discontinuing the use of the Service. Skwiz may terminate the Agreement for any reason upon providing the Customer at least thirty (30) days prior notice.
- 5.2 We may terminate the Agreement with immediate effect in the event of a material breach of the Agreement by you, changes in relationships with third-party technology providers beyond our control, or to comply with law or government requests. Additionally, we reserve the right to suspend your access to the Services if you fail to comply with the terms of this Agreement, if your usage poses a security risk to us or any third party, or if we suspect that your usage is fraudulent or may subject us or any third party to liability.
- 5.3 Upon termination of this Agreement, whether by mutual agreement or by either Party's unilateral decision, it is expressly agreed that termination shall not release or excuse the paying party from its obligation to pay any outstanding invoices for goods or services rendered prior to the effective date of termination.
- 5.4 Notwithstanding any other provision in this Agreement, the following provisions shall survive the termination or expiration of this Agreement for any reason:
  - Customer Obligations (Section 7)
  - Intellectual Property Rights (Section 9).
  - Privacy and Data Protection (Section 10)
  - Confidentiality (Section 11)
  - Liability and Indemnity (Section 14)
  - Governing Law and Jurisdiction (Section 16)

## 6. Network requirements

- 6.1 Skwiz will maintain and upgrade the platform, software, tools, materials, policies and procedures as it deems necessary to provide the Service. Customer acknowledges and agrees that it may require certain network capabilities, bandwidth and hardware to use the Services. Customer shall be solely responsible for all hardware, software, Internet connectivity and bandwidth required to access the Service, and shall therefore take all necessary steps to prevent the computer from being infected by viruses, malware, ransomware or any other form of malicious code and, if applicable, the detection and

removal of such viruses, malware, ransomware or any other form of malicious code.

## 7. Customer Obligations

- 7.1 The Customer is solely responsible for ensuring the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data.
- 7.2 The Customer bears sole responsibility for the Customer Data, including, but is not limited to: (a) ensuring compliance with all relevant laws and this Agreement; (b) addressing any claims in relation to Customer Data; (c) addressing any claims that Customer Data infringes upon, misappropriates, or otherwise violates the rights of any third party; and (d) backing up and maintaining the Customer Data.
- 7.3 Customer acknowledges that the Output Data is entirely dependent on the Customer Data provided by the Customer and that the quality of the Customer Data may impact the accuracy of the Output Data. Customer acknowledges and agrees that it should validate the Output Data for accuracy.
- 7.4 Customer acknowledges that Service is provided on an "as is" basis and that Skwiz provides no warranties on uptime of the Service or accuracy of the Output Data.

## 8. Prohibited use

- 8.1 Customer shall not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software components of the Service have been compiled or interpreted, and Customer acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such code; (b) use the Service in a way that infringes, misappropriates or violates any person's rights; (c) allow third parties, other than Authorized Users, to access the Service; (d) knowingly introduce software, data or equipment into the Service or Skwiz's systems that adversely affect the Service; or (e) extract content other than Customer Data from, or in any way modify the Service or its components or functions, or use or access the Service except for the purposes specifically authorized in this Agreement.

## 9. Intellectual property

- 9.1 The Customer grants Skwiz a non-exclusive, non-transferable, non-sub-licensable, royalty-free license to use, collect, transfer and process the Customer Data worldwide solely for providing the Services to the Customer under the terms of this Agreement.

- 9.2 Skwiz maintains exclusive ownership and control over all rights, title, and interest, whether pre-existing or otherwise, in and to the Services, as well as any software, products, works, or other intellectual property that Skwiz creates, uses, provides, or makes available under or in connection with the Services as per this Agreement. In accordance with the terms and conditions outlined in this Agreement, and subject to the receipt of all applicable fees, Skwiz grants the Customer a limited, non-exclusive, non-transferable, non-assignable, and non-sub-licensable license to run the Service Software solely for the purpose of utilizing the Service.

- 9.3 The Customer may, at times, provide suggestions, comments, or other feedback to Skwiz regarding the Services ("**Feedback**"). The Customer hereby grants Skwiz a non-exclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

## 10. Privacy and data protection

- 10.1 In the event that Customer Data comprises personal data, Skwiz may process personal data for which the Customer qualifies as data controller. For this processing of personal data, Skwiz acts as a data processor under the General Data Protection Regulation ("**GDPR**"). Such processing shall be subject to the Data Processing Agreement that is available on the following webpage: [https://skwiz-website.cdn.prismic.io/skwiz-website/ba355d3a-4c08-495f-bf2e-005a4822136d\\_Skwiz+Data+Processing+Agreement.pdf](https://skwiz-website.cdn.prismic.io/skwiz-website/ba355d3a-4c08-495f-bf2e-005a4822136d_Skwiz+Data+Processing+Agreement.pdf).
- 10.2 Customer warrants processing any personal data it submits to Skwiz as Customer Data in accordance with applicable data protection laws.

## 11. Confidentiality

- 11.1 For the duration of the present Agreement and five years from its termination, Skwiz undertakes to preserve the confidential nature of the information it has received in the execution of the present Agreement, not to communicate, disclose or disseminate it except to members of its personnel who will be called upon to intervene in the execution of the present agreement and insofar as the latter are subject to no less onerous obligations of confidentiality. Skwiz undertakes to apply and ensure the application of professional secrecy affecting all information communicated in the execution of the various contracts binding it to the Customer and in particular the nominative information that the Customer may communicate to it for the needs of its mission,

as well as that of which Skwiz's employees may have knowledge during the execution of the present Agreement.

## **12. Security**

12.1 Skwiz will make commercially reasonable efforts to maintain the security and integrity of the Services and all Customer Data that is under Skwiz's control. Skwiz is not liable for any unauthorized access to Customer Data or unauthorized use of the Services, unless such access is a direct result of Skwiz's gross negligence or willful misconduct. The Customer is responsible for any use of the Services by individuals to whom the Customer has granted access, even if such use was not authorized by the Customer. Unless agreed otherwise, Skwiz may retain Customer Data for up to two (2) months after the uploading by the Customer, after which the Customer acknowledges and agrees that the Customer Data may be permanently deleted and irretrievable.

## **13. Publicity**

13.1 Skwiz may be authorised to include the Customer's name in a list of references, after having submitted the documents and the framework in which this citation will take place for approval. In order to obtain this approval, the draft citation must be notified to the Customer, and the Customer has one month from the receipt of the said documents to give or refuse its approval. In the absence of a response from the Customer at the end of this period, the proposed citation is deemed to have been accepted.

## **14. Liability and indemnification**

14.1 Skwiz cannot be held liable for damages due to:

- inability to establish a connection necessary to establish the Service, an interruption of this connection by any means or difficulties in transmitting and receiving transactions, when due to third parties;
- errors or omissions, interruptions, defects, theft and destruction caused by its subcontractors;
- delays attributable to third parties in the performance or non-performance of the Service, such as non-delivery or late delivery of certain communications by telecommunications intermediaries relied upon by the Customer;
- the defective operation or interruption of the computer equipment and/or Internet connection used by the Customer;
- occasional changes in the quality of the Service;

- the security and technical reliability of connections from machines, networks, terminals or any other device for which the Customer has not installed adequate security measures (such as anti-virus protection, anti-spyware or firewalls);
- the Customer who does not use or handle their username and/or password with due care and caution;
- the loss, theft or fraudulent use of the Customer's username and/or password.

14.2 Skwiz shall not be held liable in the event of failure by the Customer to comply with any of the clauses defined in the Agreement binding him to Skwiz.

14.3 Skwiz shall in no case be held responsible for any direct or indirect damage resulting from the Customer's use of any Output Data, the system, including loss of data or information.

14.4 Notwithstanding any provision in this Agreement to the contrary, Skwiz's maximum aggregate liability howsoever arising out of or in connection with the Agreement, excluding damages for death or personal injury caused by the willful or gross negligence of Skwiz, its servants or agents, shall in no event exceed an amount equal to € 5000.

## **15. Force Majeure**

15.1 Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service in whole or in part due to causes beyond its reasonable control and without its fault or negligence, including, but not limited to, delays by the other Party, acts of the Belgian state or local governments, terrorism, natural disasters, acts of God, strikes, lockouts, legal restrictions, telecommunications, riots, acts of war, epidemics, communications line failures, power outages and third party attacks on Skwiz's network or that of its providers.

## **16. Governing law and jurisdiction**

16.1 This Agreement is governed by Belgian law. Only the courts of the district of Brussels shall have jurisdiction to hear claims, actions or disputes under this Agreement.