

# General Conditions DIGICONNECT

## General

Connect Solutions BVBA, with head office in 3550 Heusden-Zolder, Zandstraat 187 and with enterprise number 0843.871.294 has developed a platform called DIGICONNECT for the digitization of document flows and business processes. The User and CONNECT SOLUTIONS conclude a contract for the use and administration of the DIGICONNECT platform of CONNECT SOLUTIONS.

Throughout the present General Conditions, specific terms are used that have the meanings assigned hereunder:

**Platform:** the Platform DIGICONNECT offered by Connect Solutions for the digitization of document flows and business processes;

**Module:** A module within the DIGICONNECT Platform.

**Account:** account to which a single User (or several Users in the case of legal persons) are attached with a view to access the Platform.

**User:** natural person with access to an Account;

**Administrator:** User with access on behalf of his/her natural person or on behalf of a legal person to an Account, this including specific administrative functions such as the addition or removal of Users.

**Itsme:** Itsme ([www.itsme.be](http://www.itsme.be)) is a Belgian identification service operated by Belgian Mobile ID NV (Sint Goedeleplein 5, 1000 Brussels - company registration number 0541.659.084), a consortium of Belgium's leading banks and mobile network operators.

## 1. Purpose

The purpose of the present General Conditions is to establish the conditions for the provision of Platform DIGICONNECT by Connect Solutions to the User and its use by the User.

The Platform is offered as a web application and is accessible by means of the url:

<https://www.digiconnect.be> and <https://www.aangetekende.email>

## 2. Entry into effect and duration

The contract becomes effective upon creation of the Account and acceptance of the present terms and conditions; it shall remain effective until such time as the Account is removed.

### **3. Registration on the Platform**

#### **3.1 Natural person**

The User must create an Account type “private account” on the Platform. For this purpose, name, first name, address, e-mail address, mobile phone number, user name and password must be entered.

The user declares that the information provided is accurate and truthful.

#### **3.2 Legal person**

The user must create an Account type “company account” on the Platform. To this end, one or more company registration numbers linked to the company account must be entered and an initial User account must be created consisting of name, first name, password, e-mail address and mobile phone number.

The initial User receives the status of Administrator within the Account.

Administrators of a company account can add, delete, block and unblock other Users / Administrators.

The User declares that he/she is authorized to act on behalf of the company registration numbers that are linked to the company account.

### **4. Log in to the Platform**

#### **4.1 Username and password**

Login to the Platform can be done on the basis of a username and password or by means of an alternative logon mechanism (see 4.3).

Certain modules require a two-factor authentication upon logon to the Platform (see 4.2).

#### **4.2 Two-factor authentication**

The applied two-factor authentication mechanisms consists of:

- User id (self-chosen user name) + password (by knowledge) + one-time password by SMS (6 digits in the range from 0 to 9)

#### **4.3 Alternative logon mechanisms:**

- Logon with the Belgian eID linked to the Account
- Logon with Itsme ID linked to the Account

#### 4.4 Password policy

- Passwords need to be minimal 6 characters long and must contain minimum one letter, one digit, and a special character
- After 3 failed logons, a captcha is used to verify that input is not done by a robot
- After 7 subsequent failed logons the password is locked, and the password reset procedure needs to be started to unlock.

In case of a company Account with multiple Users, the password can be reset by another User of the company Account.

The User can also reset the password itself by logging on with an alternative logon mechanism (e.g. identification service or logon with qualified certificate/seal) and resetting the password.

Alternatively, a User can request password reset on the logon screen. Two different verification codes are sent to the email address and mobile phone number entered at User creation (see chapter 3), respectively, that need to be entered on the web form. If correct, a new password can be set.

### **5. Activating modules**

One or more modules can be activated within DIGICONNECT.

To this end, the User must log in to the Account and have the status of Administrator. The procedure for activating a module must be followed.

Each module may have special general conditions. When activating a module, one has to agree with the general conditions of the relevant module. In that case, the special general conditions take precedence over these general conditions with regard to the module.

### **6. Deletion of an Account on DIGICONNECT**

An account on DIGICONNECT can be closed and deleted. To this end, the User must log in to the Account and have the status of Administrator.

An account on DIGICONNECT can only be closed if subscriptions to the underlying modules of DIGICONNECT are no longer active.

### **7. Administration and use of the Account on the Platform**

7.1 Access to and use of the Platform is strictly personally linked to the User. The User shall not reveal password or other login information to third parties and so as to prevent third parties from obtaining illegal access to the Platform.

7.2 In case of doubt regarding any violation of the confidentiality and/or the integrity of the personal data the User must immediately take the necessary measures for the control, protection and blocking of the User or Account concerned and inform CONNECT SOLUTIONS regarding the possible security incident.

The User is at all times responsible for the careful administration of login data and all possible resultant transactions on the Platform.

7.3 In case of an Account for a legal person, the legal person is responsible for the accurate management of Users on the Account, including addition, change and (timely) removal of Users and granting of access rights to the Users. All Users of an Account for a legal person act on behalf of the legal person and it is the legal person's responsibility to ensure all Users are aware of and comply to these General Conditions.

7.4 The User is obliged to treat any form of (personal) data with which he/she may come into contact within the Platform with appropriate confidentiality and use it exclusively within the Platform and only according to the necessities of the used services.

In case of improper use of the Platform, CONNECT SOLUTIONS reserves the right to suspend the use of the Account temporarily, to deny access to the Account to one or more Users temporarily, to close the Account or to deny any future access to the Account for the associated User.

CONNECT SOLUTIONS reserves the right to claim compensation in the event that it sustains any direct or indirect loss as a result of improper use of the Account.

7.5 It is the User's responsibility to have accurate security measures (e.g. antivirus, up-to-date operating system,...) on the device from where the Platform is accessed.

7.6. It is the responsibility of the User, when connecting to the Platform, to check for HTTPS in the browser and to check the certificate to ensure the site is identified as owned by Connect Solutions bvba, Heusden-Zolder, Limburg, BE. Hyperlinks in e-mails should only be clicked on if they start with <https://www.digiconnect.be> or with <https://www.aangetekende.email/>

7.7. The User shall take the necessary precautions to ensure that notifications by e-mail do not end up in the spam and shall, if necessary, add the e-mail addresses [admin@digiconnect.be](mailto:admin@digiconnect.be), [support@digiconnect.be](mailto:support@digiconnect.be), [admin@aangetekende.email](mailto:admin@aangetekende.email) and [support@aangetekende.email](mailto:support@aangetekende.email) to the safe senders in the spam settings.

## **8. Liability**

8.1 CONNECT SOLUTIONS BVBA may not be held liable for:

- loss of any kind sustained by the User if CONNECT SOLUTIONS BVBA can prove that it is the result of unforeseen circumstances or problems with external parties or failure of external parties to comply with their obligations;
- loss of any kind sustained by the User if CONNECT SOLUTIONS BVBA can prove that it is the result of failure of the User to comply with these General Conditions.
- destruction, damage or theft through external influences;
- the consequences of hacking of the Platform (application, servers, infrastructure);
- damage claims or legal proceeding concerning protection of any intellectual rights on material delivered by the User;

- for consequential damage and/or any form of indirect damage, including loss of use and profit, except in case of fraud or intentional error.

8.2 The compensation to which CONNECT SOLUTIONS may be held liable since this agreement, whatever the cause, nature and object of the claims, shall be limited to a maximum of 1 250 000.00 euros per incident and per year, this on the understanding that damage affecting several different clients as a consequence of one single originating fact will be regarded as one single incident.

8.3 If the User intends to claim compensation, he/she must inform CONNECT SOLUTIONS accordingly in writing and as promptly as possible. He/she is not allowed to withhold or postpone payment of outstanding invoices.

## **9. Maintenance and availability**

9.1 CONNECT SOLUTIONS takes the necessary care to ensure the availability of the Platform and is bound only by a commitment of effort. Temporary unavailability of the Platform may not, however, result in a penalty, compensation or cancellation of the agreement.

9.2 The User agrees that in case of maintenance or adaptation works either on the Platform or the underlying infrastructure, access to and use of Platform will temporarily not be available.

9.3 CONNECT SOLUTIONS tries to carry out non-urgent maintenance or adaptation works on working days, before 09:00 hrs and after 18:00 hrs, or on non-working days. If this is not possible for CONNECT SOLUTIONS the user will be informed by e-mail with indication of the expected duration of the works, and this at least 24 hours before the start of the maintenance or adaptation works.

9.4 If the User experiences a problem with the access to or use of the Platform he/she must contact CONNECT SOLUTIONS immediately. The User must describe the problem and its consequences as accurately as possible.

## **10. "Force majeure"**

No party shall be held liable if it is impossible for it to respect all or some of its obligations because of unforeseen circumstances ("force majeure") as generally understood in law.

The following are expressly regarded as cases of force majeure: riots, total or partial strikes within or outside the company, lock-out, extreme heavy weather, epidemics, the blocking of transport or supplies for any reason, earthquake, fire, storm, flood, water damage, restrictions imposed by the government or by law. The term "force majeure" also includes, as expressly agreed: destruction of equipment, computer attacks or piracy, the total or partial blocking of the bandwidth, of the fossil fuel supply, the temporary or final removal or prohibition, for any reason, of access to the internet, the networks, the means of telecommunication the cause of which is outside the volition or control of the parties and the requirements or provisions of a legislative or regulatory nature imposing restrictions on the object of the licence or on free movement.

## **11. Right of use and intellectual property**

15.1 Full property of the intellectual rights on the Platform DIGICONNECT provided by CONNECT SOLUTIONS remains with CONNECT SOLUTIONS. The User may not use, copy or reproduce them by any means or disclose them to third parties without the consent of the latter.

15.2 CONNECT SOLUTIONS is the legal owner of the rights of use and operation concerning the software of third parties used for the running of the Platform.

15.3 CONNECT SOLUTIONS grants the User a non-exclusive and non-transferable right of use concerning the Platform, this for the duration of existence of the Account. No other rights are granted. The right of use is not transferable to third parties unless written permission is first obtained from CONNECT SOLUTIONS.

15.4 The User undertakes not to violate, directly or indirectly, the rights of CONNECT SOLUTIONS and to take all necessary measures to guarantee the property right of CONNECT SOLUTIONS on the Platform.

## **12. Protection of privacy**

The collection, storage and processing of personal data within the Platform is done in accordance with Directive 2016/679, the EU General Data Protection Regulation (GDPR) replacing the Data Protection Directive 95/46/EC.

For CONNECT SOLUTIONS the personal privacy of their users is a paramount of importance.

To comply with GDPR, Connect Solutions has fulfilled her duties as being:

- A privacy policy posted on the website;
- A certified General Data Protection Officer (DPO) is appointed;
- GDPR Processing Activities Registers are maintained.

The privacy policy informs the users about:

- The personal data we keep;
- The legal ground on which we process the personal data;
- The period of storage;
- Other parties we share their personal data with;
- The rights of the users and how they can exercise their rights, such as the portability of their personal data;
- How they can unsubscribe from the Platform DIGICONNECT and related services and the consequences when unsubscribing;
- The contact details of the DPO.

In the GDPR Processing Activities Register we describe the following points:

- The name and contact information of Connect Solutions who is responsible for the processing of the personal data;
- The contact details of the DPO;
- The purposes of the processing of the personal data;
- The types of personal data we process;
- The different categories of people involved;
- The different categories of external parties who receive the personal data;
- A detailed description of which personal data the different categories of external parties receive;
- The legal ground of processing each type of personal data and passing on.

In no case CONNECT SOLUTIONS will subject their users to profiling.

### **13. Price and payment**

Pricing and price conditions published on the website are applicable unless explicitly agreed otherwise.

In case of late payment, a reminder is sent 14 calendar days after the due date to the e-mail address linked to the Account. If the reminder fails to elicit a useful response in good time, a notice of default is sent 30 calendar days after the due date. An administrative cost of 10% of the invoice amount with a minimum of 15 euros is charged. If payment is still not forthcoming the access to the Platform is blocked from 45 calendar days after the due date until such time as payment of all due fees , plus any additional costs and interest owed on commercial debts, these to be calculated from the due date is received.

Except where otherwise agreed all applicable fees are due for the whole duration of the Account, regardless of any blocking of the Account.

### **14. Support and Helpdesk**

CONNECT SOLUTIONS provides an e-mail address [support@digiconnect.be](mailto:support@digiconnect.be) where Users can report 24/7 concerning defects in the Platform.

After CONNECT SOLUTIONS receives a message of a defect, CONNECT SOLUTIONS decides whether or not that defect or fault is urgent.

If it is urgent the defect will be treated and rectified by CONNECT SOLUTIONS to the best of its abilities within 48 hours of assignment of the ticket.

If it is non-urgent the defect will be treated and rectified by CONNECT SOLUTIONS to the best of its abilities as soon as possible within 7 days of assignment of the ticket.

CONNECT SOLUTIONS will take all reasonable measures to restore correct functioning for the User of the Platform as quickly as possible.

## **19. Miscellaneous**

19.1 These conditions do not affect the exercise by CONNECT SOLUTIONS of any of its other legal or contractual rights.

19.2 If CONNECT SOLUTIONS should happen not to demand the execution of the provisions of these terms and conditions this may not be construed as suspension or surrender of application of that or any other term or condition.

19.3 CONNECT SOLUTIONS reserves the right to amend or to supplement the present terms and conditions unilaterally. These changes or additions shall have immediate effect from the time of their publication on the website of CONNECT SOLUTIONS.

If CONNECT SOLUTIONS makes changes or additions to these terms and conditions it will change the date of the “last update” on the bottom of the document.

19.4 The relation between CONNECT SOLUTIONS and User is exclusively governed by Belgian law. Any case of dispute shall be submitted by CONNECT SOLUTIONS for settlement by the Courts of the Legal District of Antwerp, Division Hasselt, without prejudice to the right of CONNECT SOLUTIONS to initiate legal proceedings before the courts of law of the legal district of the Client.

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