



Crossuite

Terms & Conditions

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Terms & Conditions

1. Important terms

The terms that are capitalised in these Terms and Conditions are defined as follows:

Term	Definition
General Terms and Conditions	These General Terms and Conditions, including any annexes.
Offer	An explicit invitation by Crossuite to the Customer to enter into the Agreement. A hardcopy or electronic quotation from Crossuite to the Customer as well as the subscription forms presented on the Website on a specific date are deemed to be an Offer.
Access Rights	All contractual rights for gaining access to the Services, receiving these and using them in accordance with the technical protocols and procedures determined by Crossuite pursuant to the Agreement between the parties.
Additional Service(s)	All functions that the Customer can order over and above the Basic Service.

<p>Administrator</p>	<p>The user that is responsible for the Administrator Account.</p>
<p>Administrator Account</p>	<p>The Customer's user account, which can only be accessed and used by the Administrator, and which the Administrator can use to do the following: (i) use the Application, App and Services pursuant to the order placed by the Customer; (ii) change the configuration settings (including adding Additional Services or functions); and (iii) create additional accounts for Users.</p>
<p>App</p>	<p>The mobile application of the Application through which the Services can be used.</p>
<p>Basic Service</p>	<p>The standard Services that the Customer can use via the Application and/or App, and that could change in the future: financial management, EMR, communication and appointments management.</p>
<p>Notification</p>	<p>Every announcement sent regularly by email by Crossuite pertaining to Services-related notifications, administrative emails and newsletters.</p>
<p>Customer</p>	<p>Every natural person or legal entity as well as any party that orders Crossuite's Services and/or enters into an agreement with Crossuite in the name of or on behalf of this legal entity. It is hereby assumed that every natural person is 18 or older.</p>

<p>Customer Data</p>	<p>All content, information and data – including personal data – pertaining to prospects, business partners, patients and/or clients of the Customer (a non-exhaustive summary) inputted or uploaded in the Application and/or App by the Customer as a result of using the Services.</p>
<p>Demo</p>	<p>The Demo version of the Application that allows the Customer to use the Application, the App and the Services for a period of 14 calendar days before entering into an agreement with Crossuite.</p>
<p>Documentation</p>	<p>All documentation provided by Crossuite concerning the Application, the App and the Services as well as the Website, including all documentation, tutorials and other material that can be found on the Website.</p>
<p>Agreement</p>	<p>The totality of these General Terms and Conditions, any special terms and conditions and all annexes thereto.</p>
<p>Privacy Policy</p>	<p>Crossuite's Privacy Policy, as can be found at https://www.crossuite.io/nl/privacy-policy/</p>

<p>Services</p>	<p>The online Services that improve online administration, including, inter alia, a CRM system, agenda, EMR, API, invoicing module and client/patient portal.</p>
<p>Crossuite</p>	<p>The limited liability company, Crossuite, with its registered office at Uitbreidingstraat 390, Belgium, VAT no. BE 0893863413, Antwerp Register of Legal Entities, division of Antwerp.</p>
<p>Indemnitee</p>	<p>Every manager, director, partner, employee or affiliated entity of Crossuite.</p>
<p>Period</p>	<p>The initial or extended period – i.e. monthly or annually – during which the Customer can use the Application, the App and the Services, as selected by the Customer when ordering the Services.</p>
<p>Application</p>	<p>The online Application developed by Crossuite.</p>
<p>User</p>	<p>Any user of the Customer other than the Administrator for which the Customer also ordered a User Account.</p>
<p>User Account</p>	<p>The User Account that a User can access using their personal login details in order to use the Application, App and Services.</p>

Website	https://www.crossuite.com , as well as every Crossuite website in the countries in which Crossuite operates.
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2. Scope

Crossuite has developed an Application for (medical) practice management, client/patient management and appointments management, which it is offering on the market and that can be linked to other applications. This Application, which is also available as an App, integrates a range of Services in order to ensure that record-keeping and communication between the Customer and their patients/clients are more effective.

Every commercial relationship between Crossuite and the Customer shall be governed by these General Terms and Conditions.

By ordering the Services or entering into an agreement with Crossuite – including when registering for the Demo version – the Customer acknowledges having read these General Terms and Conditions as well as the data processing agreement – which can be consulted upon creating an account – and that they accept both. By accepting these General Terms and Conditions the Customer waives their own general terms and conditions, where applicable, in full and irrevocably.

If one or more of the provisions contained in these General Terms and Conditions or any part thereof are void, such does not impact upon the validity and enforceability of the remaining clauses and/or the remainder of the provision in question. In the event of invalidity, the parties shall negotiate in good faith for the purpose of replacing the invalid clause with a provision that is the equivalent thereof in financial terms and that corresponds with the spirit of these General Terms and Conditions. Should the Parties be unable to reach consent, then the competent court can amend the invalid provisions according to that which is (legally) permitted.

The fact that Crossuite might (repeatedly) not exercise a right can only be considered as it tolerating a given situation and does not lead to such rights being forfeited.

These General Terms and Conditions do not impact upon the mandatory rights granted to the consumer-Customer under Belgian legislation concerning consumer protection.

These General Terms and Conditions must be read in conjunction with Crossuite's Privacy Policy and can be consulted at all times on the Website.

3. Demo

Every prospective Customer shall have the opportunity to use the Demo version free of charge after having registered on the Website. Once registered, the prospective Customer shall receive an email containing the procedure for logging in.

The Administrator Account can create an additional account while the Demo version is running. The Demo version shall be automatically deactivated 14 calendar days after the prospective Customer first registers online. The prospective Customer can enter into a (definitive) Agreement with Crossuite for the Services, pursuant to article 4, both while the Demo version is active and thereafter.

4. Formation of the Agreement

Every Offer made by Crossuite is without obligation until such a time as it is accepted by the Customer, whether by means of confirming such electronically on the Website, by signing the quotation or by the Services being provided to the Customer (for example, by means of the login details for the Administrator Account being made available). This acceptance means that an Agreement is deemed to be formed, in full and validly, but with such subject to the suspensive condition of Crossuite confirming the order electronically or in writing. This suspensive condition means that Crossuite shall have the right to request, at any time, further information concerning the Customer, their activities or creditworthiness. Should (i) the requested information not be provided, (ii) Crossuite have doubts with respect to the identity of the Customer or (iii) should there be indications that the Customer intends to use the Services in conflict with the General Terms and Conditions (for example, with the purpose of selling the Services on), the Agreement shall not be formed. Such an event shall under no circumstances entitle the Customer to demand any form of compensation or damages.

If the Customer has used the Demo version, the Services can be ordered via the Administrator Account, subject to the Customer providing at least the following information:

- the required Services, being the Basic Service and, where applicable, all additional functions;
- the required number of Users;
- monthly or annual invoicing;
- payment by credit card or by direct debit (SEPA), including payment details.

All amendments or additions to the Agreement after the Administrator Account (together with one or more User Accounts) has been made available shall only be deemed to be valid after being confirmed in writing or electronically and after being activated by Crossuite.

5. Delivery

As of the time of registering for the Demo version and after the Agreement is concluded, the Customer shall have access to the Application, the App and the Services in the form of 'Software as a Service'

(SaaS). That right to access only means a non-exclusive, non-transferable and non-sublicensable right to the use of the Application, the App and the Services.

Providing an account to the Customer shall be considered to be the delivery of the Application, the App and the Services.

Upon delivery the Customer is deemed to have performed an initial check with respect to, inter alia, the following: the number of Users, the Services (being the Basic Service and/or additional functions that were requested) and monthly or annual invoicing. The Customer is obliged to inform Crossuite within 48 hours of delivery of any nonconformity by contacting the service department (see Article 17).

If no complaints are received within this 48-hour period, the Customer is deemed to have accepted the delivery.

6. Administrator Account/User Account

The Customer shall be able to access the Application and the App and shall be able to use the Services via the Administrator Account and the additional User Accounts.

The Administrator shall be the sole responsible party for any use of and any activity performed by the Administrator Account.

The Administrator Account is also a User Account that has further rights.

The Administrator Account can invite multiple User Accounts to use the Services. The number of User Accounts matches the number of Users on the part of the Customer, which means that every User has a personal User Account. The Administrator determines the extent of the rights that the User Accounts have and the Administrator shall remain responsible at all times for any use of the User Accounts.

Every User Account (including the Administrator Account) belongs to one person only and consequently may not be shared with other persons. Both the Administrator and all Users are obliged to create a unique password, to change it at regular intervals and/or to use two-factor authentication.

The Customer shall be the sole responsible party for protecting and securing the Administrator Account and the User Accounts. In this context, the Administrator and every User must ensure that their accounts remain confidential, including their login details, such as the password. Consequently, they may not even divulge their login details to Crossuite (for example, when they request assistance from Crossuite via the service department (see Article 17)). The loss or misuse of those login details is wholly due to a fault on the part of the Customer and Crossuite can in no sense be held responsible therefor.

Furthermore, the Customer, the Administrator and every User are strictly prohibited from:

- exchanging the Administrator and User Account login details among themselves, including for the purpose of storing these login details internally in one or more unsecured data files;
- granting access to the account to another party;

- using the Application, the App and the Services in a fraudulent manner (examples of fraudulent usage include using a false account and/or providing false information);
- posing as another party (whether a natural person or legal entity) when using the Application, the App and the Services without receiving proper consent to do so. Such an action could lead to civil and criminal sanctions.

The Customer must (i) forthwith halt any inappropriate and unauthorised usage by the Users and (ii) forthwith inform Crossuite in writing thereof.

In the event of this article being violated, Crossuite is entitled temporarily and/or permanently suspend and/or delete the Administrator Account and/or the User Accounts. In any event, Crossuite cannot be held liable for loss or damages resulting from noncompliance with the above obligations on the part of the Customer.

7. No right of withdrawal

Pursuant to Book VI Market Practices and Consumer Protection of the Belgian Code of Economic Law, every Customer has (in their capacity as a consumer) the right to cancel products and/or Services purchased online, by email or telephonically.

The delivery of the Services – consisting of the delivery of the digital content that is not provided on a material digital carrier – is however deemed to be an exception to the right of withdrawal, given that the consumer-Customer explicitly (i) consents to the delivery of the Services commencing and (ii) also acknowledges that their right of withdrawal is thereby lost (article VI.53.13 of the Code of Economic Law). This means that the consumer-Customer can no longer invoke any right of withdrawal with respect to the ordered Services.

Notwithstanding the above, Crossuite gives every Customer (including the consumer-Customer) the opportunity to use the Demo version prior to concluding an Agreement with Crossuite. By offering the Demo version, Crossuite is offering more than it is required to do so under the law.

Professional customers shall under no circumstances have any right of withdrawal.

8. Price

The Basic Package is offered by Crossuite at a fixed monthly or annual price, as stated on the subscription page in the Administrator Account.

The prices are listed in euros and are exclusive of VAT, unless explicitly stated otherwise.

In no case does Crossuite guarantee that it shall adhere to its prices for a specified period, given that such is dependent on the market structure, nor does it guarantee that it shall adhere to the same prices in each country in which it operates. Insofar as the prices are based on the wage costs, the costs of components/parts, social security contributions and government levies, insurance premiums, costs of

materials, exchange rates and/or other costs as applicable at that time, Crossuite is entitled to, in the event of the increase of one or more of these price factors, correspondingly raise its prices, with such in accordance with the norms permitted by the law.

Should Crossuite raise its prices, it undertakes to inform its existing Customers thereof at least one month prior to the new prices being applied by means of a Notification sent by Crossuite.

Any commercial discounts to the standard prices that have been stated verbally (such as by telephone) must be confirmed in writing (such as in the associated invoice) in order to be valid. The Customer acknowledges that these discounts are only applicable if they are pursuant to the directives and the conditions explicitly referred to in that respect. Such discounts are deemed to be awarded on a one-off basis for the period initially agreed to. Every other action must be deemed to be a commercial concession on the part of Crossuite and is only applicable insofar as it is not withdrawn by Crossuite. The Customer acknowledges that discounts (as well as any other promotional gifts) are not accumulable nor personal in nature and under no circumstances lead to acquired rights.

Upgrades

For the Period of the Agreement the Customer can order one or more Additional Services and/or User Accounts. Where the Customer orders one or more Additional Services and/or User Accounts, an additional sum shall be charged over and above the price for the Basic Service.

Such Additional Services and/or User Accounts that have been requested by the Customer are immediately activated and charged on a pro rata basis, with due regard for the remaining part of the Period of the Agreement during which the Customer can make use of the Additional Services and/or User Accounts.

The Additional Services and User Accounts are offered at fixed monthly or annual prices, as stated on the subscription page in the Administrator Account.

For further information on upgrades, please visit our Knowledge Base:

[To switch to a more advanced Crossuite package](#)

[To add one or more new users](#)

Downgrades

The Customer is free to cancel one or more Additional Services and/or reduce the number of User Accounts during the Period of the Agreement.

Any downgrades are only implemented as of the (monthly or annual) renewal date, which means that the Customer is not entitled to any reimbursement whatsoever for the non-use of these Additional Services and/or User Accounts during the Period initially agreed to.

For further information on downgrades, please visit our Knowledge Base:

[To reduce the number of users](#)
[To switch to a smaller Crossuite package](#)

9. Payment

By ordering the Services the Customer explicitly consents to being electronically invoiced by Crossuite, unless the parties agree otherwise in this respect in writing.

Crossuite undertakes to invoice its Customers monthly or annually, depending on the preference stated by the Customer at the time of ordering the Services, but always before the start of the Period in question.

Notwithstanding the above, invoices for additional Users and/or functions ordered after the Agreement is entered into shall be sent to the Customer as soon as that party places the order in question.

An invoice shall be sent to the (electronic) address provided by the Customer at the time of ordering the Services. The Customer undertakes to forthwith inform Crossuite of any changes in that regard.

Unless expressly otherwise agreed to in this respect, the invoices sent by Crossuite are automatically collected in full via credit card or direct debit (SEPA Direct Debit, SDD), depending on the preference stated by the Customer at the time of ordering the Services, on the invoice date (and without any discount being granted). Insofar as the sum cannot be collected via credit card or direct debit, the invoiced sum must be paid within 14 calendar days of the invoice date. *Where payment is effected via SEPA Direct Debit (SDD), Crossuite formally deviates, on the basis of internal procedures, from the statutory obligations that state that notification must be provided 14 calendar days in advance of the payable sum prior to it being collected.*

For the purpose of processing payments, Crossuite uses the services of external professional and specialist partners that operate a payment platform. The online payments are effected with the aid of secured protocols. All online payments are subject to the general terms and conditions and the provisions of the external administrator of the payment platform, which is also responsible for the proper processing of all online payments.

The Customer's financial data that that party provided for the purpose of making an online payment is solely provided to the external partner and the financial institutions concerned. Crossuite does not have access to the Customer's confidential financial data.

The Customer can only validly dispute invoices by email (admin@Crossuite.com) within 7 days of the invoice date, and must include the invoice date, the invoice number and the detailed reasons of the dispute. Where a dispute is not levelled in the manner stated and within the period stated, such implies acceptance by the Customer of the invoice.

The unconditional payment of the invoiced sum by the Customer is likewise regarded as explicit acceptance of the invoice.

Partial payments by the Customer are only permitted where such is agreed to in writing by Crossuite, and such payments are firstly allocated to the collection costs, then to the losses sustained and interest payable before being deducted from the principal sum, with the sum paid being first allocated to the oldest outstanding principal sum.

If the Agreement is terminated, irrespective of the reason therefor, those sums already paid to Crossuite (irrespective of whether they constitute an advance payment for a month, quarter or a year) are always definitively and irrevocably acquired by Crossuite, and these sums consequently shall not be refunded, unless the parties have explicitly agreed otherwise.

10. Consequences of non-payment or late payment

Default interest at the interest rate pursuant to the Belgian Law of 02 August 2002 on combatting late payment in commercial transactions shall be payable by the Customer, by law and without prior notice of default, for every invoice that the Customer does not pay in full or in part by the due date. A month already started shall count as a full month. The sum thus payable shall also have added to it all the costs borne by Crossuite as a result of collecting the debt, estimated at 10% of the invoice sum, and at a minimum of €150 (excluding VAT) as fixed compensation, without such impacting upon the right of Crossuite to demonstrate and demand payment of its actual and greater loss.

Crossuite moreover reserves the right to (temporarily) suspend access to the Application, the App and the Services until it has received actual full payment from the Customer, being the principal sum, interest and compensation.

The above shall moreover mean that all of Crossuite's invoices to the Customer are immediately due and payable, even where they were not yet due, and that all granted payment terms shall no longer be applicable. The same holds in the event of impending bankruptcy, court-ordered or voluntary dissolution or the suspension of payments on the part of the Customer or any other event that indicates the insolvency of the Customer.

11. Use of the Services

General

For the duration of the Agreement remaining in effect, the Customer can use the Application, the App and the Services within the scope of the Customer's Access Rights, as determined at the time of ordering the Services. The scope of those Access Rights can moreover be restricted or extended during the Period of the Agreement.

The Customer acknowledges that only the Administrator and Users may use the Application, the App and the Services, with such solely for the internal business purposes of the Customer and in accordance with all applicable laws, rules and requirements imposed by the bodies that are competent in this respect. The Customer acknowledges that compliance with this article constitutes an essential basis of this Agreement.

The use of and access to the Services by the Customer assumes that that party has an internet connection and can use a modern web browser (such as the latest version of Google Chrome) and the most recent (mobile) operating systems. If the Customer uses an outdated web browser or (mobile) operating system, such is fully at the risk of the Customer. Crossuite assumes no obligation whatsoever to optimise the Services for outdated web browsers or (mobile) operating systems, which means that Crossuite cannot be held liable for the poor functioning of the Application, the App or the Services as a result thereof.

The Customer shall be responsible in full for compliance with these General Terms and Conditions and for the actions and omissions of all users that use the Application, the App and the Services via the Administrator Account and/or a User Account. The Customer shall only grant access to the Application, the App and the Services and to the Documentation to the Administrator or to the Users and shall not permit others to make use thereof.

Restrictions

The Customer undertakes to not misuse the Access Rights. This means that the Customer shall not, inter alia, do the following, without this list being exhaustive:

- sell or sell on the Application, the App and any of the Services, grant a licence or sublicense thereto, rent, lease or distribute them or offer any of the Services or any work derived therefrom in a services agency or as part of an outsourcing agreement to a third party;
- copy, change or translate the Services or create derived works (with the exception of the copies, changes or derived works that are made exclusively of the reports and which are created solely for the Customer's internal business purposes);
- reverse-engineer, disassemble or decompile the Application, the App and/or the Services (or have such done);
- use the Application, the App and the Services to store or disseminate content that is defamatory, libellous, harmful, threatening, vulgar, pornographic or vindictive, or that incites violence against or discrimination of a group or individual;
- use the Application, the App and the Services in such a manner that the intellectual property rights or the publicity or privacy rights of any (third) party are violated;
- remove, change or render as not visible any attribution to Crossuite or to entitled third parties from the Application, the App or the Services;
- use the Application, the App and the Services in any other manner for the purpose of performing or furthering an illegal activity;
- use the Application, the App and the Services to disseminate junk mail, spam, chain emails, phishing or any other unsolicited bulk emails;
- use the services to stalk, harass or harm an individual;
- disrupt the proper functioning of the Application, the App, the Services and/or the Website. This also means that the Customer may not employ any viruses, worms, Trojan viruses or other software that could damage the Services and the interests of both Crossuite and its Customers. Customers must moreover refrain from employing any content that could threaten the proper functioning of the Application, the App, the Services and/or the Website;
- add content that could be defined as inappropriate in view of the purpose of the Application and/or App. In this respect Crossuite has wide discretionary authority and can warn Customers when they reach the boundaries thereof;
- circumvent Crossuite's business model.

12. Intellectual property

Crossuite's intellectual property rights

The Customer acknowledges that the intellectual property rights (such as copyrights, trademark rights, the rights to drawings and designs, patent rights, etc) with respect to the Application, the App, the Services and/or the Website and the associated Documentation, designs, software, studies, drawings, sketches, photographs, business plans and strategies, websites, texts, knowhow and preparatory works are held integrally and exclusively by Crossuite.

This means that the Access Rights granted to the Customer solely entitle the Customer to use – in exchange for remuneration – the Application, the App and the Services pursuant to article 5 and no implicit transfer or implicit wider licences are granted on the grounds of this Agreement.

The Customer undertakes not to perform any actions nor to allow a third party to perform any actions that could constitute an infringement of the intellectual property rights of Crossuite. Nor shall the Customer be negligent in any respect or allow a third party to be negligent in any respect that shall have the same effect. In particular, the Customer shall not use the trade name 'Crossuite' or any other trade name or trademark or other commercial name in metatags, search terms or hidden texts without the explicit written consent of Crossuite.

The Customer undertakes to inform Crossuite of every actual, threatened or suspected infringement of any of Crossuite's intellectual property rights that it should become aware of, as well as of any claim by a third party as a result of the use of the Application, the App and the Services.

Documentation

Pursuant to these General Terms and Conditions, Crossuite hereby awards to the Customer a non-exclusive, non-transferable and non-sublicensable licence for the Period of the concluded Agreement (see Article 13) for the reproduction of copies of the Documentation, with such exclusively for the purpose of the use thereof by the Customer within the context of the Access Rights. The Customer acknowledges that:

- it is not awarded the right to publish, amend, modify or translate the Documentation or to create works derived therefrom;
- that the Documentation constitutes a part of the intellectual property of Crossuite, and hereby agrees to accurately reproduce all copyright, trademark and confidentiality statements that the copies of the Documentation contains.

The Customer's intellectual property rights

The parties moreover acknowledge, without such meaning the awarding of any right, any claim or any interest, that Crossuite may make correct informational references to the trade names or trademarks of the Customer with respect to the former's provision of the Services. Such can be done, for example, by means of branding the landing page of the Customer using that party's trade names or trademarks. A condition for doing so, however, is that Crossuite shall forthwith cease to use any trade name or

trademark belonging to the Customer in relation to the delivery of the Services upon (i) the termination of this Agreement or (ii) upon receipt of a notification from the Customer in which that party instructs Crossuite to cease the practice.

13. Duration and termination

1.

Every Agreement entered into between Crossuite and the Customer concerning the use of the Application, the App and the Services shall be for a specific duration of one month or one year, depending on the preference stated by the Customer at the time of ordering the Services.

The Period shall be automatically extended for the same duration as the initial Period, unless one of the parties informs the other party in writing or electronically (by email to info@crossuite.com or via the Application) no later than 15 calendar days before the expiry of the Period that it wishes to terminate the Agreement on the expiry date.

2.

Notwithstanding any right or recourse whatsoever on the part of Crossuite vis-à-vis the Customer, Crossuite is free to deem the Agreement as terminated at any time, without judicial intervention, in the event of exceptional circumstances that make it impossible to continue any form of a professional relationship between Crossuite and the Customer.

The Customer acknowledges that the following circumstances shall be deemed to be exceptional circumstances:

- if the Customer Data is incorrect, misleading, inaccurate or out of date;
- if the Customer uses the Application, the App or the Services contrary to articles 6 or 11;
- if the Customer contravenes articles 12 or 16;
- if there is a change to the Customer's situation, such as going bankrupt, being liquidated or being dissolved;
- if the Customer contravenes, in any form whatsoever, one of these General Terms and Conditions and the Customer does not rectify the matter within 15 calendar days of being given notice of default by Crossuite, such as but not limited to the non-payment of Crossuite's invoices;
- if the Agreement with the Customer is based on inaccurate or incorrect information on the part of the Customer.

3.

In the event of the Agreement being terminated, irrespective of the reason therefor:

- Crossuite shall, within 2 workdays of the Agreement being terminated, deactivate the Customer's Administrator Account and User Accounts and do its best to inform the Customer of that deactivation in advance;

- Crossuite shall notify the Customer that for a specific period, as stated in the notification, it shall be able to export the Customer Data using the available export function or to request such an export;
- Crossuite shall have the right to decline any request from the Customer to enter into a (new) Agreement with respect to the use of the Application, the App and the Services;
- each party shall cease to use the confidential information and protected materials of the other party and shall return the information and materials in question to that other party.

Where the Customer has not exported its Customer Data prior to terminating the Agreement or within the period granted by Crossuite after the termination thereof, Crossuite shall first delete the Customer Data using 'Soft Deletion' and then, once a period of (no more) than six (6) months has passed, anonymise the Customer Data.

Articles 12, 14, 15 and 16 shall continue to be in full effect after the expiry date or termination of this Agreement, irrespective of the reason therefor, in accordance with the provisions contained in those respective articles.

The termination of the Agreement, irrespective of the reason therefor, shall not impact upon the rights that each party had already acquired.

14. Liability

The Customer accepts that Crossuite cannot be held liable in any manner for any discussions between the Customer/Administrator and the Users, for example on occasion of the termination and the associated winding-up of the relationship between the Customer/Administrator and the User. It is thus solely the responsibility of the Customer/Administrator to deny the User access to the Application, the App and the Services, including the Customer Data, in good time, where such is necessary. In such a situation the Customer can in no event hold Crossuite liable if the Customer Data is unlawfully used or misappropriated by the User.

The liability of Crossuite shall in any event be limited to the lowest of the following two sums: (i) the invoice amount of the last invoice pertaining to the Application, the App and the Services, or (ii) the sum paid out under the insurance taken out by Crossuite.

Unless explicitly otherwise declared or provided for in these General Terms and Conditions and insofar as such is permitted by law, the Application, the App and/or the Services and the Documentation as well as any other products or services provided by Crossuite are provided on an 'as-is' basis. Crossuite consequently dismisses any and all other promises, conditions, declarations and guarantees, whether explicit or implicit, including any and all implicit guarantees concerning suitability for a specific purpose, satisfactory quality, reasonable aptitude and care, system integration and/or data accuracy.

Nor does Crossuite guarantee that the Application, the App and/or the Services shall comply with all requirements of the Customer. This holds all the more given that the Customer is given the opportunity to (i) use the Demo version (see Article 3) prior to becoming a paying Customer and (ii) can request further information from Crossuite at all times in this respect. The Customer consequently declares that they are sufficiently informed about the content and the scope of the Application, the App and the Services.

Without the following impacting upon the general nature of the preceding section, Crossuite under no circumstances guarantees: (i) that the performance of the Application, the App and the Services shall not be interrupted or shall contain no errors, nor that all errors and/or bugs shall be fixed (within a reasonable period); (ii) that the Application, the App and the Services shall be continuously available, virus-free, on time and complete; or (iii) that the information provided by the Application, the App and the Services shall be complete, correct, accurate and non-misleading.

The intended use of the Application, the App and the Services by the Customer, the Administrator and/or the Users occurs entirely under their responsibility and risk. Crossuite can under no circumstances be held liable for any direct or indirect damage that could arise from the intended use, which is why the Customer, the Administrator and/or the Users shall be solely responsible for any direct and indirect damage (such as consequential damage) to their computers (programmes), wireless devices and/or other equipment that is caused by the Application, the App and the Services.

Crossuite can also not be held liable for:

- indirect and/or consequential damage (including, inter alia, loss of income, loss of goodwill and damage to the property of the Customer caused by the Application, the App and the Services). This limitation of liability also applies if Crossuite was specially informed by the Customer of the possible damage;
- defects that were directly or indirectly caused by an action on the part of the Customer or a third party, irrespective of whether such was due to an error or omission;
- damage caused by using the Application, the App and the Services for a purpose other than the purpose for which it was developed or intended by Crossuite;
- additional damage caused by the continued use by the Customer, the Administrator and/or the Users after it was established that a fault was at issue;
- the loss or incorrect use of the Customer Data, unless such was caused solely by it;
- damage caused by not following any advice and/or guidelines provided by Crossuite, which it always provides on a discretionary basis;
- damage as a result of force majeure or hardship (see Article 21).

The Customer moreover acknowledges that Crossuite provides no guarantee whatsoever that the Application, the App and the Services comply with the regulations or requirements that are applicable in any legal respect, with the exception of those regulations or requirements that are in force in Belgium at the time that the Agreement is entered into. Consequently, Crossuite cannot be held liable for any subsequent amendment, irrespective of the nature thereof, to that legislation and/or regulations.

The Customer is expected not to provide any (confidential) information (such as an Excel sheet containing information, including Customer Data) or any login details to any employee of Crossuite in any manner and for any reason whatsoever. Should the Customer, despite the foregoing, provide any such information to Crossuite, the Customer acknowledges that it acts wholly at their own risk. In such an event Crossuite is unable to guarantee the same levels of security and confidentiality for that information that it provides with respect to the Customer Data.

The Customer acknowledges that Crossuite can only be held directly liable by the Customer, and not by a third party, such as a person to whom the Customer Data pertains.

The Customer shall compensate and/or indemnify Crossuite and/or an Indemnitee of Crossuite for and from all claims that could arise from the existence, the performance, noncompliance with and/or the termination of these General Terms and Conditions and which are due to negligence, an error or carelessness on their part or on the part of their Administrator and/or Users.

In conclusion, the Customer is responsible for informing their Administrator and Users of the provisions of this article (and of the remainder of these General Terms and Conditions).

15. Personal data and privacy

Crossuite as the controller

The processing of personal data by Crossuite concerning (prospective) Customers and/or that party's staff shall be performed in accordance with the provisions of Crossuite's [Privacy Policy](#). In such a situation, Crossuite acts as the controller.

The aforementioned Privacy Policy contains information on, inter alia, the personal data that Crossuite collects as well as the manner in which Crossuite uses and processes that personal data. Crossuite's Privacy Policy must be read in conjunction with the [Cookie Policy](#).

By ordering the Services or entering into an Agreement with Crossuite, which includes registering for the Demo version, the Customer acknowledges having read the Privacy Policy and that the content thereof is understood.

Crossuite as the processor

The Customer accepts that, with respect to the processing of Customer/patient/client data, it shall act as the controller and Crossuite shall act as the processor. All agreements reached in this respect between the parties shall be solely governed by the [Data Processing Agreement](#), as concluded between the parties in question and in the form available on the Administrator Account.

Pursuant to the above (see Article 4), the Customer explicitly acknowledges that by ordering the Services or entering into an agreement with Crossuite they acknowledge having read the Data Processing Agreement in full and accept it.

16. Confidentiality

Customer Data

Every Customer is obliged to treat their Customer/patient/client data confidentially and to ensure that every third party that is granted access to a User Account is bound by the same obligation of confidentiality.

The Customer must understand that when its API key is provided to a third party, this means that that third party has unrestricted access to the Customer's Administrator and User Account, login details and Customer Data.

Partnership

All information (including, inter alia, all medical information, information on financial, commercial, legal, tax, social security, technical and organisational, business and trade secrets, customer and supplier details, information on staff, personal data, programmes, source codes, computer software, computer codes, modules, scripts, algorithms, functions and working methods, inventions (whether or not patentable), processes, schematic presentations, test procedures, software design and architecture, and design and function specifications) exchanged between the parties prior to entering into an agreement as well as for the duration of the Agreement shall be deemed to be confidential and shall be treated in the strictest of confidence. In more concrete terms, this means that the recipient shall do the following:

- solely use the confidential information on its own account and treat it in the strictest confidence;
- not use the confidential information in any manner or for any purpose other than for the (potential) partnership between the parties, nor reproduce or allocate it;
- not reverse-engineer, disassemble or decompile any confidential information whatsoever (or have such done);
- not obtain a commercial benefit from the received confidential information;
- not disclose, divulge or make the confidential information provided to it available to any third party without the explicit written consent of the party providing that information;
- only divulge that confidential information to the employees that ought to have knowledge thereof within the context of the (potential) partnership between the parties, and to always do such on a need-to-know basis. The recipient moreover declares and warrants that these employees have, as a condition to their employment, consented in advance to be bound by the conditions and provisions that are in essence comparable to those that are applicable to the recipient under these General Terms and Conditions.

However, the obligations, as provided for in the above section, are not applicable to the following information:

- information that is publicly available, has been publicly disseminated and/or is known to the general public at the time of being provided;
- information the recipient received lawfully from a party other than the party providing the information, where that third party was in turn not bound by any confidentiality agreement with the party providing the information;
- information for which the disclosure/notification thereof is required by law or ordered by a court or governmental ruling (irrespective of the nature thereof). In this event the recipient shall, prior to such a disclosure/notification, discuss the scope and the manner of that disclosure/notification with the party providing the information.

This obligation of confidentiality is applicable for the duration of the partnership between the parties and shall remain in force in full after the termination of that partnership, irrespective of the reason therefor, for a further period of five (5) years.

The party providing the information shall at all times be the sole owner of its confidential information. Unless and insofar as it has explicitly been decided otherwise in this document, no part of these General Terms and Conditions or the relationship between the parties shall grant to the recipient any rights to or interest in the confidential information, nor shall any implicit licenses be awarded under these General Terms and Conditions.

This obligation of confidentiality shall however under no circumstances mean that Crossuite is not entitled to the use and/or commercialisation of any ideas, input or feedback received from the Customer that can be used to improve and/or expand the Application, the App and the Services.

Notwithstanding the above, the Customer acknowledges that, should a specific nondisclosure agreement be signed between the parties, that nondisclosure agreement shall prevail over these General Terms and Conditions.

17. Support – customer service

If the Customer requires assistance or has a question concerning the Application, the App and the Services, then it is recommended that Crossuite's knowledge base be consulted first.

If the information is not available there or does not help, then the Customer can contact Crossuite's customer service free of charge. Crossuite's customer service can be reached Mondays to Fridays from 08.30 to 13.00 and from 14.00 to 17.00 (CET), except on public holidays and substitute days for public holidays that occur during the weekend or, in exceptional cases, when Crossuite is hosting a teambuilding activity.

Crossuite's customer service shall do its utmost to assist the Customer as soon as possible after receiving the request for support.

Costs incurred as a result of unjustified complaints and/or requested inspections by the Customer shall be borne by the Customer.

18. Availability, regular maintenance and updates

Crossuite gives its Customers the opportunity to check, at all times and in real-time, the availability of the Services via its status page. If there are any availability issues, Crossuite undertakes to do its utmost to solve the problem as soon as is reasonably possible, but is unable to provide a guarantee in this regard. In any event, and where such is appropriate, Crossuite is free to determine what could be a suitable solution or compensation for its Customers in this respect.

Crossuite intends to keep the Application, the App and/or the Services at a high level of quality by performing maintenance and implementing updates on a regular basis. Crossuite undertakes to keep to a minimum the impact of such maintenance and updates on the availability of the Application, the App and the Services, but is unable to rule out any period of disruption in this respect. Crossuite shall in any event do its best to inform the Customer thereof at a suitable time, unless such is impossible or not beneficial.

The above cannot constitute a reason for demanding any form of compensation from Crossuite.

19. Notifications from Crossuite

The Customer can unsubscribe to Notifications from Crossuite at any time. Given that these Notifications are deemed to be an integral part of the Services, the Customer can under no

circumstances hold Crossuite liable for any changes whatsoever that, under normal circumstances, the Customer would have been informed of through such Notifications if they had not unsubscribed to them.

20. Changes to the General Terms and Conditions and the Services

Crossuite is entitled to amend the General Terms and Conditions and change the composition of its Services at any time, including its Basic Package and/or functions. In this event Crossuite shall inform the Customer of the changes within a reasonable period via (i) a notification on the Website, the Application and/or the App and/or (ii) a Notification from Crossuite.

The Customer can inform Crossuite in writing that they do not consent to such changes no later than fourteen days after the start date of the changes. Where such is applicable, the parties shall negotiate in good faith in order to find a workable solution. If a solution is not found the Agreement will be terminated as of the start date of the changes, without the Customer being entitled to the reimbursement of any sums paid on the grounds of the Agreement.

21. Force majeure/hardship

Crossuite cannot be held liable for the failure to meet any obligation that rests upon it if such is due to force majeure or hardship.

Standard events that are deemed to be cases of force majeure or hardship include, inter alia, all situations that are considered to be, at the time of the Agreement being entered into, reasonably unforeseeable and unavoidable and that prevent Crossuite from performing the Agreement or that make the performance of the Agreement more difficult, whether in a financial or other sense, than would have normally been the case (including, inter alia, war, natural disasters, fire, seizure, delays from or the bankruptcy of third parties that supply Crossuite, staff shortages, strikes, organisational circumstance and threats or acts of terrorism, etc).

The aforementioned situations entitle Crossuite to review and/or suspend the Agreement by means of a written notification to the Customer, without being able to be held liable for the payment of any compensation. Where the force majeure and or hardship event lasts longer than 2 months, Crossuite is entitled to terminate the Agreement (see Article 13).

22. Settlement of sums (setting off)

In accordance with the provisions of the Belgian law of 15 December 2004 on financial collateral arrangements, the parties agree that, within the context of their relationship, as of the Agreement between Crossuite and the Customer taking effect all debts existing at that time and in the future shall be automatically settled and setoff by law, irrespective of the date upon which they are due, their purpose or the currency in which they are invoiced. Where there are competing creditors, the claim of the party against that party facing competing creditors shall always be limited to the remainder after the chargeable sums are setoff, and in any event the definitive settlement shall have legal consequences vis-à-vis the insolvency practitioner and the remaining creditors, who will not be able to object to nor prevent any of the above settlements or setoffs performed by the parties.

23. Applicable law and jurisdiction

All issues, questions and disputes with respect to the validity, interpretation, enforcement, performance or termination of this Agreement are governed by and interpreted in accordance with the provisions of Belgian law.

All disputes with respect to the validity, interpretation, enforcement, performance or termination of this Agreement shall be solely heard by the courts with jurisdiction over the location where Crossuite's registered office is located.

24. Language

Unless explicitly otherwise agreed to, the Customer acknowledges that the language of these Terms and Conditions shall also be the language in which all commercial transactions with Crossuite are conducted.

The original language of these Terms and Conditions is Dutch. Translations or documents drafted in another language shall always be deemed to be an additional benefit for the Customer. In the event of any conflicts, the Dutch version shall always prevail.