

# PAGS TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. Welcome to the PAGS website, <https://nl.pagsprofile.com> (the "Site"). These Terms and Conditions ("Terms") are between PAGS NV (commercial name "PAGS"), a company incorporated under Belgian law, having its registered office at Researchdreef 10, 1070 Anderlecht, Belgium ("PAGS", "we") and registered with the Crossroads Bank for Enterprises (*Kruispuntbank van Ondernemingen* or *KBO*) under enterprise number 0761.801.376 ("PAGS", "us", "we", or "our") and a customer ("you" or "your") (together the "Parties") who accesses the Site or uses our psychosocial analysis tool of choice to achieve efficient communication, interaction and analysis provided by PAGS to you, as described on our Site ("Services"). These Terms outline our relationship with you, as supplemented by our Privacy Policy and Cookie Policy. By using the Site or the Services, you agree to be bound by the following terms and all applicable laws and regulations.
- 1.2. Your use of the Site in any way signifies your knowledge of, and your agreement to be bound by, the most current version of the Terms and our Privacy Policy as published on the Site. It is solely your responsibility to ensure that your use of any and all third-party website or content is in compliance with any and all third-party requirements.
- 1.3. We may modify these Terms from time to time. We will notify you via email or posting on the Site of such modification and will note the date of the last modification. If you use the Site or the Services after those updates are posted, you are deemed to accept and agree to be bound by those changes. These Terms will continue to apply until terminated either by you or by us as previously described in these Terms.

## 2. OWNERSHIP AND LIMITED LICENSE

- 2.1. Subject to timely payment of the Service Fees, PAGS grants to you a non-exclusive right to use the Site and our Services, subject to the restrictions set forth in these Terms and any other restrictions communicated by us in writing. Nothing in these Terms shall prohibit PAGS from furnishing our Services to others, including your competitors.
- 2.2. Subject to the limited rights expressly granted hereunder, we reserve all rights, title, and interest in and to the Site and our Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without our express written consent. You may not duplicate, copy or reuse any portion of the visual design elements without our express written consent.
- 2.3. PAGS does not guarantee any resolution times. PAGS will use best efforts to resolve any issues, subject to compliance by the Customer of the Agreement.

## 3. USER REGISTRATION

- 3.1. To obtain full access to the Site and our Services, you will be required to complete a registration. You will be asked to (a) provide certain registration details or other information; (b) to establish an account specific to you ("Account") by choosing the Service to be provided by us under the Terms and pricing; and (c) to pay a fee upfront. By signing up for your Account, you agree to pay the fees designated for the Service you selected ("Service Fees"). Dependent on the personal agreement between you and PAGS, prices may vary. You guarantee that you shall provide accurate and complete billing information including but not limited to, full name, address, state, zip code, telephone number and a valid payment method. By submitting this payment information, you automatically authorize PAGS to charge all Service fees incurred through your account to any such payment instruments. When automatic billing fails to occur for any reason, PAGS will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

- 3.2. To create your Account, to login to the Site, and/or to participate in any Services offered by the Site, you must qualify and agree to the conditions set forth below. Failure to qualify and continuously abide by any of the following conditions constitutes a breach of these Terms and may result in the termination of your Account and authorization to use the Site and the Services. Specifically, you agree that:
- 3.3. You are either (a) the age of legal consent or (b) you are a minor over the age of thirteen (13) years old and have obtained your parent's (or your legal guardian's) permission, for accessing the Site under the laws of any jurisdictions that apply to you. We expressly reserve the right (but do not have the obligation) to request proof of your age, at any time;
- 3.4. You acknowledge that, in establishing your Account and using our Services, you have provided us with certain personally identifiable information about you and your pupil(s), student(s) or scholar(s) ("Pupil(s)"). Please see our Privacy Policy for the subject matter of the information collected and the duration of retention of said information;
- 3.5. All information that you provide in your registration form with us for the purposes of establishing your Account is true and correct and you will promptly notify us of any changes to such information;
- 3.6. All information that you provide to us about your Pupil(s) has been provided with the consent of your Pupil(s) or their legal guardian, depending on the age of the Pupil. You will use the information fields only to transmit information required to perform the Services requested and will not provide any additional personally identifiable information about you or your Pupil(s) to us. It is a breach of these Terms for you to provide personally identifiable information to us which is not required to perform the Services requested;
- 3.7. Your Account is for your sole use only and must not be used by any third party. You shall not allow any third party to use your Account, password, login, or user ID to access or use the Site, to arrange, enter, and/or participate in Services, or for any other purposes. We take no responsibility for any third-party access to your Account. You shall notify us promptly of any unauthorized use of your password and identification and/or breach. You accept responsibility for all activities that occur under your Account, user ID, or password and all such use shall be deemed to be authorized by you. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service;
- 3.8. You have verified and determined that your use of the Site and the Services does not violate any law or regulation in any jurisdiction that applies to you. It is your sole responsibility to ensure that this is the case;
- 3.9. You will not use the Site or the Services for fraudulent or otherwise illegal purposes;
- 3.10. You understand that we may detect your Internet access location, without creating an obligation to do so, and may use techniques which are intended to block or restrict access from a jurisdiction in which participation in the Site or Services is illegal or restricted;
- 3.11. You will not mask your identity in any way, including without limitation, IP masking or accessing the Site over any type of proxy server; and
- 3.12. You will ensure that all use of your Account fully complies with these Terms. We may suspend or terminate your access to the Site and the Services without notice to you in the event that you do not use the Site or the Services for an extended period of time.

#### **4. YOUR ACCOUNT**

- 4.1. Your Account must be registered under your current full legal name, your email address, and your current business address. It is your responsibility to keep your e-mail address current. If you need to update your email address, please contact [info@pagsprofile.com](mailto:info@pagsprofile.com).
- 4.2. To access the full functions of the Site, you must have a valid Account and must meet all the conditions described throughout these Terms.
- 4.3. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

#### **5. VERIFICATION OF ACCOUNT INFORMATION**

- 5.1. We reserve the right (but do not undertake the obligation) to conduct a review, at any time, to validate your Account information and/or to ensure that your participation in the Site and use of the Services does not breach these Terms and/or any applicable law. You authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate this information. To facilitate the foregoing validation, you agree to provide sufficient information or documentation as we, in our discretion, may request. If you do not provide such information within thirty (30) days of our request, if your responses are incomplete or otherwise insufficient, or if we cannot verify the information applicable to your Account, your Account may be terminated.

#### **6. PAYMENTS**

- 6.1. Payment to us for Service Fees for your Account must be made using means of payment that we may approve from time to time. We currently require payments be made by a major credit card (i.e. Mastercard, Stripe) or Paypal. Payments must be made from a payment source on which you are the named account holder. Payments are not refundable for any reason.
- 6.2. You will be charged upfront on a recurring and periodic basis ("Billing Cycle") for Services rendered every year ("Billing Date"). If we do not receive the full amount of your Service Fees within fifteen (15) days of the Billing Date, a late payment charge of one and a half percent (1.5%) per month may be added to your bill and immediately become due and payable. You agree to pay us all reasonable attorney's fees and costs incurred by us to collect any past due amounts. Your Account will be deactivated without further notice if payment is past due, regardless of the amount. If you do not pay the outstanding balance or otherwise contact us regarding reactivating your Account within thirty (30) days, we may suspend or terminate your Account. We may change our fee structure at any time with thirty (30) days notice.
- 6.3. You agree that we will not be liable for any loss caused by any unauthorized use of your credit card or any other method of payment by a third party in connection with the Site or the Services. You waive your right to dispute any payment made into your Account and you will bear all costs.
- 6.4. Any attempt to defraud, through the use of credit cards or other methods of payment in connection with the Site or the Services, or any failure by you to honor charges or requests for payment will result in immediate termination of your Account and may result in civil claims and/or criminal prosecution against you.
- 6.5. In the case of suspected or fraudulent payment, including the use of stolen credentials, by anyone, or any other fraudulent activity, we reserve the right to block your Account. We shall be entitled to inform any relevant

authorities or entities (including credit reference agencies) of any payment fraud or other unlawful activity and may employ collection services to recover payments.

- 6.6. Except when required by law, paid Service Fees are non-refundable.

## **7. PROCESSING OF ACCOUNT PAYMENT**

- 7.1. We may use third-party electronic payment processors and/or financial institutions ("ESPs") to process financial transactions. You acknowledge that each ESP has its own terms and conditions of use and that we are not responsible for said terms and conditions. In the event of conflict between these Terms and the ESP's terms and conditions regarding the Site or the Services, these Terms shall prevail.

## **8. RENEWALS**

- 8.1. Our Services are provided on an annual basis. To provide continuous service, we automatically renew all paid subscriptions upon expiration ("Renewal Date"). By using the Site or the Services, you acknowledge that your Account will be subject to the above-described automatic renewals. In all cases, if you do not wish your Account to renew automatically, please follow the directions set out under the "Termination or Cancellations of Accounts & Refunds" section of these Terms.

## **9. TERMINATION OR CANCELLATIONS OF ACCOUNTS & REFUNDS**

- 9.1. We may terminate these Terms, terminate your access to all or part of the Site and/or Services, or suspend any user's access to all or part of the Site and/or Services, at any time, without notice to you, if we believe, in our sole judgment, that you or any user connected to you have breached or may breach any term or condition of these Terms, if we believe it is required by law, or otherwise. We may delete any Account Data or other materials relating to your use of the Site and/or our Services on our servers or otherwise in our possession. You acknowledge that we shall not be liable to you or to any third party for any termination of your access to the Site and/or our Services.
- 9.2. We reserve the right to terminate your Account for nonpayment if, by thirty (30) days after deactivation of your Account, you have not brought your Account balance current or contacted us regarding reactivation. If we terminate your Account, all of your Account Data may be deleted. You will be charged for the use of Services up to the date you cancel your Account.
- 9.3. You may terminate these Terms and your Account on giving at least thirty-five (30) days' notice prior to the Renewal Date of your applicable contract/subscription.

## **10. DIRECTIONS FOR CANCELING YOUR ACCOUNT**

- 10.1. Send an email to [info@pagsprofile.com](mailto:info@pagsprofile.com) with the request to cancel your account in accordance with article 9 of these Terms. We may require an exit form to be filled out. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of the Services. Upon termination of your Account for any reason, we will return or delete any personal information regarding your Account at your request and choice.

## **11. TRADEMARKS, TRADE NAMES, AND SERVICE MARKS**

- 11.1. Unless otherwise indicated, all logos, names, package designs, and marks on the site are trademarks or service marks owned or used under license by us or our business partners. The use or misuse of any of these marks or other information is strictly prohibited.

## **12. SUBMITTED INFORMATION**

- 12.1. Except for Personal Data (as defined in our Privacy Policy), if you submit any Feedback to us, including any data, variables, comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information ("Feedback"), you are giving that Feedback, and all your rights in it, to us free of charge, and that Feedback will be treated as non-confidential and non-proprietary and may be used by us for any purpose, without your

consent or any compensation to you or anyone else. This is true whether you submit such Feedback to us by email, through a form on the Site, on a bulletin board, or in any other manner.

- 12.2. We may from time-to-time monitor, review, and, in our sole discretion, modify or delete any postings you make on the Site, however, we are not obligated to do so. You agree not to submit or transmit any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule, or these Terms. You are solely responsible for the material you submit to the Site. You further agree not to upload, email, post or transmit to, or distribute or otherwise publish through the Site any material which disrupts the normal operation of the Site or the Services, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using the Site or the Services. Through your usage of the Site and/or the Services, you may submit and/or we may gather certain limited information about you and your website usage in accordance with our Privacy Policy. We use such information for in accordance with the purposes laid down in the terms of our Privacy Policy, we will not be required to treat any such submission as confidential, and we may use any submission (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result.

### **13. WARRANTY; DISCLAIMER & LIMITATION OF LIABILITY**

- 13.1. You warrant that you adhere to and respect these Terms and possible additional guidelines of our platform. If they cause any damage to you, we cannot be held accountable.
- 13.2. You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site and the Services for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet.
- 13.3. Our services and all materials on the Site are provided "AS IS" and "AS AVAILABLE" and without warranties of any kind, either express or implied, including implied warranties of merchantability and fitness for a particular purpose. PAGS makes no representations or warranties about the accuracy, completeness, or suitability of any of the material on the Site, or on any website or websites "linked" to the Site. PAGS makes no warranty that the Site and our Services will be available, uninterrupted, error free, or free of viruses or other harmful components.
- 13.4. To the fullest extent permitted by applicable law, under no circumstances will PAGS nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 13.5. To the maximum extent permitted under applicable law, the maximum liability of PAGS to you, respectively you to PAGS, arising out of these Terms will not in any event exceed the total amount paid by you for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability

arose. The aforesaid restrictions do not apply to a Party's liability resulting from (i) fraud or deceit, and/or (ii) intentional misconduct.

#### **14. INDEMNIFICATION**

- 14.1. You agree to defend, indemnify and hold harmless PAGS, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") from and against any and all liability, loss or damage, cost or expense, including but not limited to court costs, attorneys' fees, and any awards or damages caused by, relating to or incident to: (a) your use of our Services; (b) the Site; (c) claims by your Pupil(s) or payment gateway service provider; or (d) the Services offered through the Site.

#### **15. THIRD PARTY WEBSITES**

- 15.1. We may provide links and pointers to Internet sites maintained by others who are independent from PAGS ("Third-Party Sites"). We have not reviewed all of the Third-Party Sites linked to the Site and are not responsible for the content of or any products or services offered on such Third-Party Sites. PAGS makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such website. Accessing any other website from the Site is at your own risk.
- 15.2. From time to time, PAGS may display or otherwise make available promotions, advertisements and/or offers provided by third parties ("Third-Party Promotions"). You understand and agree to hold PAGS harmless and agree that PAGS shall have no liability whatsoever for such Third-Party Promotions. If you participate in, click on, or otherwise link to such Third-Party Promotions you do so solely at your own risk. Your sole remedy in connection with such Third-Party Promotions will be with the third party.

#### **16. MISCELLANEOUS TERMS**

- 16.1. Our failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of these Terms is deemed invalid, illegal, or unenforceable, such provision will be deemed amended to conform to applicable laws and the remainder of the Terms shall remain in full force and effect to the fullest extent permitted by law. Your use of the Site and our Services is subject to our Privacy Policy. These Terms and the Privacy Policy represent the full understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications with respect to the subject matter. Our relationship shall be that of independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created between us by these Terms. Neither party shall have the power to obligate or bind the other party.
- 16.2. These Terms will be interpreted in accordance with Belgian law, without giving effect to any laws of conflict. The competent courts of Brussels (Dutch courts) will have exclusive jurisdiction over any dispute or controversy arising from or relating to these Terms or its subject matter.