

General Terms and Conditions of Verifield

Article 1: General

These Terms and Conditions of Use (“Terms and Conditions of Use”) describe the terms and conditions under which Verifield may be used. Verifield, its corresponding Web Application and the Services delivered within this context are managed by Wolters Kluwer Belgium nv (referred to hereinafter as “Wolters Kluwer”), which has its registered office at Motstraat 30, 2800 Mechelen (Belgium), BE 0405.772.873. If you have any questions concerning Verifield or these General Terms and Conditions, you can contact info@wolterskluwer.be.

Article 2: Definitions

The following definitions apply throughout these Terms and Conditions:

1. **Services:** the Customer may call upon Wolters Kluwer for Services including software parametrisation, training sessions and content-specific advice.
2. **Documents:** reports and analyses that can be created, managed and transmitted via Verifield. Wolters Kluwer provides templates and tools for this purpose which simplify the creation of reports and analyses.
3. **Information:** Information stored by the Customer in Verifield, such as that related to the carrying out of audits and the processing of incidents.
4. **Customer:** a natural person (who is not a consumer in the sense of the Belgian Code of Economic Law) or legal person who has concluded an Agreement with Wolters Kluwer in respect of Verifield.
5. **Login Credentials:** the user login and password combination for gaining access to Verifield.
6. **Login Procedure:** the procedure prescribed by Wolters Kluwer, by means of which the Customer gains access to Verifield.
7. **Agreement:** The entirety of the Terms and Conditions under which the Customer may make use of Verifield. This Agreement comprises (1) the aforementioned General Terms and Conditions and (2) the order form and/or quotation signed by the Customer.
8. **Verifield Web Application:** internet application available via a suitable web browser and which gives the Customer access to the Verifield modules that have been purchased by the Customer.

Article 3: Precedence of these General Terms and Conditions

These General Terms and Conditions always take precedence over the General Terms and Conditions used by the Customer.

By accepting the General Terms and Conditions, the Customer is aware of and agrees with the [Privacy Policy](#) and the [Cookie Policy](#) of Wolters Kluwer. These General Terms and Conditions, the Privacy Policy and the Cookie Policy can also be consulted, downloaded and printed via the Verifield website (www.Verifield.be).

Article 4: Changes to Verifield and to the General Terms and Conditions of Verifield

Wolters Kluwer may amend these General Terms and Conditions and the “Verifield” product if the Web Application and/or its features change or if changes are required to safeguard its functionality:

- Wolters Kluwer shall inform the Customer of a change to the General Terms and Conditions and/or a reduction in the functionality of Verifield by e-mail or via a notification in the Web Application. Such a change shall be deemed to have been irrevocably accepted by the Customer if he, she or it fails to give written notification of his, her or its express refusal

and to terminate the Agreement with immediate effect within five working days following notification of the change. This notification is always sent to the address specified in these General Terms and Conditions.

- Wolters Kluwer is entitled to make adjustments to Verifield and/or its features at any time and with immediate effect and to provide and/or perform, at its own discretion, updates and upgrades with immediate effect, i.e. without notifying the Customer in advance, provided that these changes do not reduce the functionality of Verifield. Within this context, Wolters Kluwer is entitled to adjust the features that are offered from time to time in order to improve or modify them or to correct errors.
- Finally, Wolters Kluwer may change any aspect of the General Terms and Conditions or of Verifield with immediate effect and without prior notification if it is determined that any aspect of Verifield or of the General Terms and Conditions is (or could be) at odds with existing laws or if it is determined that a change is required to protect the Customer, third parties or Wolters Kluwer from any calamity related to the use of Verifield, such as - though not limited to - IT attacks or viruses.

Article 5: Right of use and restrictions

Wolters Kluwer grants the Customer the non-exclusive and non-transferable right to use Verifield during the term of the Agreement. The Customer shall use the Web Application solely for the purposes for which it has been developed and sold.

The Customer is not permitted to use Verifield in any other way for its own commercial use or for the commercial use of any other company.

The Customer may not provide third parties with access to Verifield or sell, lease, decompile, reverse engineer or modify it without the prior consent of Wolters Kluwer, nor may the Customer eliminate or circumvent technical measures (or have them eliminated or circumvented) which are designed to safeguard Verifield.

In order to be able to use the Web Application, the Customer must supply the necessary equipment, system software and (internet) connection itself at its own expense.

The Customer's right of use extends only to 50 GB for each module of storage. If the Customer wishes to make use of more data storage space, the cost of his, her or its monthly subscription will be raised. If the Customer is not prepared to pay a higher subscription cost, the Customer's right of use will remain at 50 GB for each module of storage.

The Customer determines which data are to be stored and exchanged by means of the Web Application. Documents are stored in Verifield throughout the term of the Agreement. At the end of the Agreement, the Customer may request a one-time export of the data and Information that he, she or it has stored. Wolters Kluwer shall charge a fee for this.

Article 6: Suspension of the right of use

Wolters Kluwer may, for legitimate reasons, unilaterally suspend the right of use to, restrict the use of, or temporarily or permanently deny access to, all or part of the Web Application. Wolters Kluwer shall inform the Customer of this. The Customer shall in every case be entitled to a one-time export of the data and Information that he, she or it has stored. Wolters Kluwer shall charge a fee for this.

In such cases, Wolters Kluwer has no compliance obligation whatsoever nor any obligation to provide compensation. Wolters Kluwer maintains no liability whatsoever in this matter.

Article 7: Responsibility for the data

Wolters Kluwer does not access the data, Information or Documents stored by the Customer. The Customer is responsible for ensuring that the data that he, she or it stores and exchanges via Verifield comply with the law and do not violate the rights of third parties. Wolters Kluwer is not responsible for the accuracy of the data entered by the Customer or for ensuring that the Customer complies with all relevant laws or any other laws or regulations.

Article 8: Confidentiality of Login Credentials

The Customer is obliged to keep the Login Credentials secret. Wolters Kluwer is not liable for the improper use or loss of Login Credentials and has the right to assume that persons logging in with these Login Credentials have the consent of the Customer to do so. As soon as the Customer has knowledge or reason to suspect that Login Credentials have fallen into the hands of unauthorised persons, Wolters Kluwer must be informed of this immediately.

Article 9: Services

The Customer has the possibility of calling upon the Services offered by Wolters Kluwer. The description of the assignment, the price and the duration of the Services shall always be agreed upon in an order form or a quotation. The Customer is obliged to use the hours he, she or it has ordered within six months after the quotation/order form has been approved. If the Customer fails to do this, he, she or it will automatically owe the full amount that corresponds to the working hours that have been ordered.

Wolters Kluwer shall always remain an independent contractor and shall under no circumstances become an employee or agent of the Customer. Nothing in this Agreement makes Wolters Kluwer or one of its agents, subcontractors or employees an employee or agent of the Customer. Wolters Kluwer, its agents, subcontractors and employees cannot and shall not speak, negotiate or conclude agreements on behalf of the Customer, nor shall they represent the Customer or in any way impose obligations on him, her or it.

Wolters Kluwer reserves the right to call upon subcontractors to perform the Services, and under no circumstances does it require the consent of the Customer to do so.

To the extent that can be reasonably expected, Wolters Kluwer shall always endeavour to ensure that the Services meet the usual and expected standards. Wolters Kluwer nevertheless guarantees no specific result, but however guarantees that it will make the efforts to obtain the intended result.

Article 10: Confidential Information

Confidential Information is all Information of a confidential nature which Wolters Kluwer entrusts to the Customer or of/about which the Customer gains knowledge via (1) the cooperative relationship between Wolters Kluwer and the Customer, (2) the communication between the Customer and employees or (3) by any other means or via the appointees or subcontractors of Wolters Kluwer, regardless of whether this Information is acquired in written, verbal, graphic, electromagnetic, coded, digital or other form and which is related to Wolters Kluwer itself, the techniques or

technology that are used, the products, the services, the customers and marketing, research and development or any other activity.

The Customer is obliged:

- To refrain from disclosing any Confidential Information received from or concerning Wolters Kluwer to any third party;
- To take all possible measures to protect and secure the Confidential Information. This means that, when protecting the Confidential Information, the Customer will apply at minimum the same standard of protection that he, she or it uses to safeguard his, her or its most sensitive trade secrets.

On the first request of Wolters Kluwer, the Customer shall return or destroy all Confidential Information as well as any copies thereof which are in the Customer's possession or in the possession of any of the Customer's appointees or subcontractors. On the first request of Wolters Kluwer, the Customer shall draw up a written declaration in which the Customer guarantees that all Confidential Information that he, she or it possessed has been destroyed or returned.

Article 11: Prices, price adjustments and payment

The Customer undertakes to pay the subscription cost each year in advance. This subscription cost is collected in full by Wolters Kluwer at the start of the subscription year. Under no circumstances - nor in the event of early termination of the Agreement - shall Wolters Kluwer be obliged to reimburse any subscription costs. Upon any annual tacit or explicit extension, the Customer shall receive the relevant invoice from Wolters Kluwer.

Wolters Kluwer reserves the right to set new prices each year which will then apply to any new Agreement or any (tacit or explicit) extension of the Agreement.

Unless there is a stipulation to the contrary, all invoices are payable within 30 calendar days after they have been issued. The amount of any invoice not paid in full on the due date shall be increased, automatically and without prior notice of default, by interest equal to 1% per month, whereby every commenced month shall be regarded as a full completed month, and a fixed payment for the amount equal to 15% of the sum of the invoices still outstanding, with a minimum of EUR 25.00. Moreover, Wolters Kluwer is entitled to charge all costs incurred pursuant to the issuing of reminders or notice of default. If the Customer fails to pay one or more outstanding claims to Wolters Kluwer, the latter can suspend performance of its Agreements with the Customer until payment for all outstanding accounts has been remitted, including the added compensation for damages, late payment interest and reminder costs.

Article 12: Term and tacit extension

The term of the Agreement is one year. The Agreement is tacitly extended for consecutive terms, each consisting of 1 year, unless there is a written notice of a minimum of 30 calendar days before the current contractual term expires. However, the Customer is always obliged to pay the latest current contractual term, notwithstanding any possible written notice by Wolters Kluwer or the Customer or any other form of early termination.

Article 13: Termination of the Agreement

If and to the extent that one of the parties fails to comply with the provisions of the Agreement, either party is entitled, unilaterally and out of court, to terminate the Agreement that has been

concluded as long as (1) the party accused of breaching the contract is notified of default by registered letter and (2) the latter party is still failing to comply with the provisions of the Agreement within one week after the notice of default is sent. This right to proceed to an out-of-court termination does not preclude the right to claim compensation for breach of contract.

This article is without prejudice to the special cases in which termination of the Agreement is possible.

At the end of the Agreement, the Customer may, for any reason whatsoever, request a one-time export of the data and Information that he, she or it has stored. Wolters Kluwer shall charge a fee for this.

Article 14: Liability and indemnity

Verifield has been designed with the greatest of care. However, Wolters Kluwer cannot guarantee that the access to or functioning of Verifield will always be without interruption, errors or defects. Wolters Kluwer is not liable for damages or injuries pursuant to the use of Verifield.

The Customer indemnifies Wolters Kluwer against any claims from third parties resulting from the use of Verifield, the non-compliance or the inaccurate compliance with legal or contractual obligations towards Wolters Kluwer, another customer of Wolters Kluwer or a third party. The Customer shall reimburse Wolters Kluwer for all damages and costs incurred by Wolters Kluwer pursuant to such claims.

Wolters Kluwer's liability is restricted to the liability mandatorily imposed by law. Wolters Kluwer is not liable for any indirect damage, such as loss of data, unavailability of data, loss of turnover, loss of profit, etc. Neither is Wolters Kluwer liable for any damage pursuant to the Customer's non-compliance with this Agreement, nor is Wolters Kluwer liable for defects directly or indirectly caused by an act by the Customer or by a third party, regardless of whether this is caused by mistake or negligence. If Wolters Kluwer is held liable, it is only obliged to reimburse the annual price of a subscription.

Under no circumstances is Wolters Kluwer liable for any direct or indirect damage that occurs to the IT systems or devices of the Customer pursuant to the use of Verifield. Wolters Kluwer renounces all responsibility in the event of an interruption, even if it is temporary, to the Services available on and via Verifield.

Verifield is merely a tool for achieving the Customer's safety and environmental objectives. Under no circumstances does Wolters Kluwer assume any responsibility and/or liability for:

- the completeness of the processes, Information, reports and analyses of the Customer;
- the accuracy and/or completeness of the procedures or processes applied;
- the storage and management of the Documents during the legally specified time periods;
- compliance with any aspect of any law whatsoever.

Notwithstanding the resources which are provided, the Customer is fully and exclusively responsible at all times for complying with all laws which apply to his, her or its professional activities.

Article 15: Intellectual property rights

All intellectual property rights and/or similar rights to Verifield, including the underlying software, any images, logos, brand names, etc., are held solely and exclusively by Wolters Kluwer or its licensors. The Customer shall have regard at all times for the name and reputation of Wolters Kluwer and shall ensure that its use of Verifield in no way damages the rights and/or the reputation of Wolters Kluwer.

Article 16: Force majeure

Wolters Kluwer cannot be held liable for delays or defects in the execution of this Agreement if such delays or defects are the consequence of events or circumstances that are beyond the will of either one of the parties, that are unforeseeable and cannot be avoided (e.g. telecommunication problems, company disruption or failure on the part of Wolters Kluwer's suppliers or subcontractors). Upon the penalty of nullity, the party wishing to invoke such events or circumstances is obliged to disclose these events or circumstances to the other party as quickly as possible and in writing, do everything possible to restrict duration of this to a reasonable minimum and also notify the other party in writing when these events or circumstances have come to an end. If these facts or circumstances were to last longer than 3 months, either party can terminate the Agreement automatically and by registered letter, as a result of which no indemnification whatsoever shall be owed and no subsequent term of the Agreement shall need to be observed.

Article 17: Evidence

The Customer agrees that the communications and the stored electronic files may serve as evidence. The Customer also agrees that telephone conversations with Wolters Kluwer may be recorded in order that these may serve as evidence of any relevant fact.

Article 18: Derogations from the Agreement

Any potential derogation from this Agreement is only valid if agreed upon in writing and signed by all parties. However, the mere fact that a party does not insist upon full compliance with the Agreement at all times cannot result in a forfeiture of rights or nullity of this party's rights. This party can still demand full compliance with the Agreement.

Article 19: Severability

If one or more provisions of this Agreement are determined to be invalid and/or no longer enforceable, this Agreement shall nonetheless remain in force. In such a case, the parties must work to ensure that the invalid or unenforceable provision is replaced with a valid and enforceable provision that conforms to the economic objectives pursued in and by means of this Agreement. To this end, Wolters Kluwer shall forward a proposal to the Customer.

Article 20: Transferability and relevant changes

The Customer is not permitted to transfer the Agreement to third parties. Any change to the Customer's Information (e.g. change of name, change of address, etc.) must be reported to Wolters Kluwer immediately.

Article 21: Notifications

All notifications given to Wolters Kluwer within the framework of the Agreement shall always be made via one of the following methods:

- By e-mail to the following address: info@woltersklower.be;
- By registered letter sent to the address of the registered office of Wolters Kluwer.

Article 22: End User right Risk Reporter

When purchasing Verifield the Customer receives an end user right of the Risk Reporter App. The present Terms and Conditions are applicable to the Risk Reporter App. The Risk Reporter App also has a special set of Terms of Use. The Customer is informed of the Terms of Use during the download of the Risk Reporter App. By downloading, installing or using the Risk Reporter App, the Customer indicates that he accepts these Terms of Use and that he agrees to abide by them.

Article 23: Competent court and applicable law

The Court of First Instance in Brussels, the Commercial Court in Brussels and the Justice of the Peace of the First Canton in Brussels are exclusively competent for any dispute pertaining to this Agreement and Wolters Kluwer can only be summonsed before these Courts. The Agreement is governed by Belgian law.