

BIZZY TERMS OF USE

These Bizzy Terms of Use (referred to as the "**Terms of Use**") inform our visitors and registered users (referred to as "**you(r)**" or similar expressions) of the terms and conditions under which they may access and use our website, application or any other platform (collectively referred to as the "**Platform**") through which we provide our services, products and information (collectively referred to as the "**Products**").

The Terms of Use should be read together with our [Privacy Statement](#) (in which we explain to you what personal data we collect from and about you, and for what purposes) and our [Cookie Statement](#) (in which we explain to you how we use cookies on the Platform, and for what purposes). The Terms of Use, the Privacy Statement and the Cookie Statement form a binding agreement between you and our company, and are collectively referred to as the "**Terms**".

When you make use of one or more of the Products offered on our Platform, you will be bound by the specific terms and conditions applicable to that specific Product(s) in addition to the Terms.

In an attempt to structure these Terms of Use, they are subdivided as follows:

- **Part A:** [General information](#)
- **Part B:** [Conditions relating to the use of the Platform](#)
- **Part C:** [Conditions relating to the use of the Products](#)
- **Part D:** [Your rights as a consumer](#)
- **Part E:** [Important other legal provisions](#)

Please note that if you use our Platform in the capacity of a consumer, some specific provisions will apply to you.

For example, you do not enjoy a right of withdrawal when you take out a subscription, but you can of course cancel your subscription at the end of each period.

At the end of your chosen subscription period, the subscription is automatically renewed for the same period. However, at the end of each period for which you have subscribed, you have the right to terminate your subscription. Termination must be done before the end of the billing period, otherwise the period will be extended with the same period as the current period. After the tacit renewal, as a consumer you can terminate the agreement at any time without compensation, taking into account the notice period stipulated in the agreement, but this period may not exceed two months. You can terminate in accordance with the provisions of the Terms of Use via your account or by contacting us at hello@bizzy.org.

Read more about this in the Terms of Use below.

Part A: General information

1. Who are we and how can you contact us?

- 1.1. The Platform is operated by Bizzy Fintech BV, with address at Dok-Noord 4D box 101, 9000 Ghent, Belgium and with company / VAT number (BE) 0770.493.071 (referred to as "we", "us", "our" or any similar expression).
- 1.2. You can contact us by e-mail at hello@bizzy.org. For questions specifically about privacy, you can also mail us at privacy@bizzy.org. See also the "About" section on our Platform. After you have contacted us, we will do everything we can to follow up on your request quickly.

2. Applicability of the Terms

- 2.1. Please read the Terms carefully and make sure you understand them before using the Platform or our Products. The Terms contain important clauses. In the event that you do not understand or agree with the Terms, please refrain from further accessing or using our Platform and/or Products and contact us at the above contact details.
- 2.2. By using the Platform and/or our Products, you confirm that you have read, understood and accepted the Terms. On some occasions, you will also be asked to explicitly accept the Terms. In doing so, you expressly agree that checking a box counts as your informed, specific, free and full consent such as a signature to agree to contractual documents.
- 2.3. You can print out a copy of the Terms to keep in your personal file, but you can also view the Terms online whenever you like.

3. Services and Products offered on the Platform

- 3.1. The content on the Platform is intended to inform you in a simple, quick and accessible manner about persons, companies, authorities and other legal entities about which you are seeking information. It concerns information that has already been made publicly available by other third parties, or information based thereon.
- 3.2. Your use of Platform includes (where relevant depending on the functionalities offered on each Platform) accessing and browsing Platform, searching and consulting the above information, clicking on third party links, registering as a user, subscribing to our newsletter and any other form of use as offered on Platform.

Part B: Conditions relating to the use of the Platform

4. Accessing the Platform

- 4.1. We offer the possibility to use the Platform as a visitor and to order Products as a user. This right of use is personal, limited (as described in the Terms), non-exclusive, non-transferable and temporary. The right of use is granted to you on the condition of your full compliance with the Terms.
- 4.2. The Platform is offered in Dutch, French and English. Our communication with you will also be in one of these languages chosen by you. As a user, you can always change your language settings in your personal account.
- 4.3. You are responsible for taking all technical and other measures to access and use the Platform.
- 4.4. You are responsible for compliance with these Terms by all persons who use your internet connection or device to access and use our Platform.
- 4.5. We do not guarantee that our Platform, or any of its functionalities, will be free from errors or defects.

5. Use of our Platform

- 5.1. You may use the Platform as a visitor without having created account and without incurring any fees, but you may also take out a subscription allowing you to make use of our Products in a more comprehensive way. Our pricing plans and the rights associated with them are further explained on our [Pricing](#) page. Further provisions on invoicing can be found in our [Billing Policy](#).

- 5.2. Free use of the Platform is intended for non-systematic searches for internal use in your organisation or for you personally. It is not permitted to use searches on the Platform commercially.
- 5.3. The Platform, when a paid subscription is taken out, is intended for professional use, although you may also use our services as a consumer. In any event, use is always limited to internal, normal and, where relevant, professional use of the Products for the purposes for which they are intended, to the exclusion of other uses, and always in accordance with the provisions set out in the Terms.
- 5.4. We offer you the opportunity to register on our Platform by entering the details of one of your online accounts. Your data is processed in line with our [Privacy Statement](#), but please note that the use of your online account is also subject to the terms of third parties (e.g. LinkedIn, Google or Microsoft) applicable to those accounts.
- 5.5. Your account is personal and confidential. You must notify us immediately at hello@bizzy.org of any unauthorised use, loss or other unauthorised disclosure of your account or any other breach of security. We also require you to log out of your account at the end of each session.
- 5.6. Each account is personal and can only be used by one person. You may therefore not pass on your account details to others, not even within your organisation. If we determine that this is the case, we reserve the right to suspend and/or terminate your account and to collect the applicable fees from you. However, you may add team members within your organisation, as described in our [Billing Policy](#).
- 5.7. We reserve the right to deactivate, disable or suspend your account if we believe that these Terms have not been complied with or if we believe that we, you or other users are exposed to a security, commercial or other risk.

6. Interacting with the Platform

- 6.1. Once registered, you can interact with us and other visitors and users of the Platform, for example by adding your own information, links, documentation, etc. about your company (collectively "**Own Content**"). When you post Own Content on our Platform we expect you to fulfil certain obligations:
 - (a) You are solely responsible for Own Content you provide on our Platform. We do not undertake any obligation to verify or filter Own Content, but we do reserve the right (without obligation) to make random checks. This also means that you fully indemnify us for any claims made against us based on, and all costs and liabilities arising from, the Own Content. We also reserve the right to take action regarding Own Content if we receive remarks or complaints from third parties. Anyone is free to contact us regarding certain Own Content at hello@bizzy.org.
 - (b) In all cases, we expect you to comply with the applicable laws and regulations when posting Own Content and, therefore, not to post any Own Content which is, for example (but without being exhaustive), illegal, contrary to good morals or decency, misleading, defamatory, untruthful or otherwise unfair, which violates the confidential nature of the information (such as trade secrets, protected information, etc.), which violates the rights of third parties (e.g. intellectual property rights), etc.
 - (c) If we believe that certain Own Content violates these Terms of Use or the law, we reserve the right to remove such content, as well as to take action against the person(s) involved (including filing a complaint with the appropriate authorities).
 - (d) You must ensure that Own Content you post is free of errors, viruses, worms, Trojan horses, or other harmful content.
 - (e) You agree that Own Content you post on the Platform will be publicly available and consultable by visitors and users of the Platform (subject to their rights of use on the Platform). You therefore guarantee that you may publish this Own Content.
- 6.2. Of course, you may only post Own Content for a company or organisation for which and from which you have obtained the right to post such information. You can only post Own Content for an organisation that agrees to do so, and you must comply with all of the rules that apply within that organisation. Again, you fully indemnify us against all claims that may be made against us based on, and all costs and liabilities arising from, a breach of this provision.

7. How to use or not use our Platform

- 7.1. You may only use our Platform for lawful and authorised purposes. You may not use our Platform:
- (a) in violation of laws and regulations applicable to you;
 - (b) in an unlawful or fraudulent manner;
 - (c) with the aim of harming or attempting to harm other legal or natural persons and entities or our company in any way;
 - (d) to probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or to breach the security or authentication measures on the Platform;
 - (e) to take any action that would cause an unreasonable or disproportionate burden on the infrastructure of the Platform or our systems or networks;
 - (f) to interfere with the proper functioning or functions of the Platform;
 - (g) for the purpose of knowingly transmitting data, sending or uploading material containing viruses, Trojan horses, worms, time-bombs, spyware, cancelbots, adware or other malicious programmes or similar computer code designed to impair the operation of any computer software or hardware.
- 7.2. You also agree to:
- (a) not reproduce, duplicate, copy, create derivative works from, use for reverse engineering purposes or otherwise use any part of our Platform in violation of the provisions of the Terms;
 - (b) not use the Platform to build or maintain a product or service that competes with the Platform;
 - (c) not to use any manual or automatic device or process to retrieve, index, data mine or screen scrape the information on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the services offered through the Platform;
 - (d) not gain unauthorised access to, interfere with, disrupt or damage any part or component of our Platform, any equipment or network on which our Platform is stored or through which it is made available, or any software used in the provision of our Platform.

8. Intellectual Property Rights

- 8.1. We are the owner or the licensee of all intellectual and/or industrial property rights contained in our Platform (including trademarks) and the underlying programming language. This protection includes our trademarks, our copyrights and our database rights (where and when applicable).
- 8.2. You will not acquire any rights to our (intellectual) property other than the limited rights of use that are expressly provided for in these Terms. You will also refrain from taking any action that might damage, limit or affect our rights.
- 8.3. We may further use and commercially exploit any suggestions, feedback or know-how received from customers when offering our Platform and/or Products. We are not liable for any compensation.

9. Links to the Platform and links on the Platform

- 9.1. In principle, you are free to link to our Platform. Linking to our Platform must always be fair and legal and must not damage our reputation or take advantage of it. In any event, we do not permit links in such a way that they may indicate or suggest any form of association or approval on our part where none exists.
- 9.2. Through our Platform, we may provide links to third-party platforms and/or content. These links are purely informative and allow you to consult or request information from third parties. Self-evidently, we take no responsibility for the content of such platforms and/or third-party content as we have no control over them. Such links should not be interpreted as an endorsement by us of these linked websites. Please also note that these third party platforms and/or contents may be (and often will be) subject to their own contractual terms (terms of use, privacy terms, etc.); it is your own responsibility to read these third party contractual terms and to check whether you agree with them.

Part C: Conditions relating to the use of the Products

10. Ordering of Products and subscriptions

- 10.1. You can take out a paying subscription with our company. In this case, you will be asked to enter your details for one of your online accounts and to provide further information, such as your payment and billing details. You then choose the plan you have selected, the conditions of which are further described on the Platform.
- 10.2. We only allow the following people to subscribe to our Products:
 - (a) persons who are at least 18 years old; and
 - (b) when registering on behalf of a company or legal entity, those persons who guarantee to be authorised by that legal entity to lawfully represent it.
- 10.3. If you do not meet the criteria set out in clause 10.2 you will not be able to subscribe to Products on our Platform and any successful attempt to circumvent this will result in immediate termination of the subscription. Furthermore, in the event of such an attempt (whether successful or not), we reserve all of our legal rights (including the right to claim damages and block you from further use of the Platform).
- 10.4. When subscribing to our Products, you must comply with all applicable laws and regulations that apply to you and we will not be liable or responsible if you act in breach of such laws or regulations.
- 10.5. In the context of customer management, we will archive the contract we have with you. However, we strongly recommend that you also keep the documentation of an order in your personal file.
- 10.6. During the process of subscribing as described above, we allow you to easily correct any mistakes you may have made during this process. At the last step of your subscription, you will need to complete your information and you will be redirected to the payment page. We strongly recommend that you review in detail all the information you have provided and the Products you have selected for the subscription. If you still want to change your personal information later on, you can do so through your account.
- 10.7. It is your obligation, for which you accept full responsibility, to ensure that all information provided during the ordering process is true, complete and accurate. Any errors or changes must be notified to us as soon as possible, in which case we reserve the right to cancel the contract.
- 10.8. After you place an order to subscribe to our Products, you will receive an e-mail from us confirming that we have received your order.

11. Price and payment

- 11.1. When subscribing, you can indicate the periodicity with which you wish to pay. This can be monthly or yearly, for example. The price for the Products varies according to the chosen periodicity as indicated on the Platform.
- 11.2. Payments are always made prior to the period to which the payment relates, as set out in our [Billing Policy](#). Payments are definitive and non-refundable. Access to and use of the Platform is conditional upon your full and timely payment of all applicable fees.
- 11.3. Any late payment shall be subject to late payment interest at the rate of twelve percent (12%) (for a consumer, this is limited to the legal interest rate) on the invoice amount plus the increase (see below), which shall apply automatically as from the expiry of the payment term. Furthermore, you will be liable for all additional costs we have to incur to collect the invoice amount, calculated at ten percent (10%) of the invoice amount with a minimum of EUR 200 per unpaid invoice and without prejudice to our right to claim additional costs and damages.
- 11.4. Any protest against our invoices must reach us within fourteen (14) calendar days of your receipt of the invoice to allow for prompt follow-up. Otherwise, the invoice is deemed to have been irrevocably accepted by you (unless consumer legislation provides a higher level of legal protection to you).
- 11.5. You accept that we have the right to send you our invoices electronically. You can also consult your invoices in your account. However, you acknowledge that you are responsible for the

proper storage and retention of our (electronic) invoices and for compliance with all other legal requirements relating thereto.

- 11.6. To the extent permitted by applicable law, you expressly waive your right to apply any right of compensation or set-off. This clause does not apply to consumers.

12. Term and notice

- 12.1. At the end of your chosen subscription period, the subscription will be automatically renewed for the same period under the conditions of our [Billing Policy](#). If you have created a team, the subscription will be renewed for all team members in the same way.
- 12.2. At the end of each period for which you have subscribed, you have the right to terminate your subscription. Termination must be done before the end of the billing period, otherwise the period will be extended with the same period as the current period (and this for all team members, where applicable). You can oppose to the renewal of your subscription in your personal account, but of course you can also contact us at hello@bizzy.org or through our customer service.
- 12.3. After the tacit renewal, as a consumer you can terminate the agreement at any time without compensation, taking into account the notice period stipulated in the agreement, but this period may not exceed two months.
- 12.4. We reserve the right to deny you access to the Platform at any time and with immediate effect in the event of breach of the Terms (without prejudice to our rights to any additional compensation).

13. Important conditions relating to the use of our Products

- 13.1. The Platform contains Products (information, reports, materials, links, etc.) that you may view and access on or through the Platform. In doing so, we aim to provide information that may be useful to you. Some of these Products are created and compiled by us, other Products are provided by third parties.
 - (a) Where we compile the information in our Products ourselves, this will always be done to the best of our ability (obligation of means and not an obligation of result) and based on the information made available to us by public sources. Some of our scores are based on mathematical algorithms and models, which are always subjective assessments based on available information. These algorithms and models are our trade secrets and we are under no obligation to disclose them. Although it is our intention to provide information that is as accurate as possible at all times, you should be aware that this information provided by third parties may be incorrect, incomplete or not up-to-date. We do not and cannot guarantee that this information, and our Products based on it, will always be complete, correct, and up-to-date.
 - (b) The Products offered by third parties (e.g. links to newspaper articles, content on social media platforms, etc.) are issued under the responsibility of those third parties. We only facilitate access to these Products via the Platform. Therefore, we do not provide any guarantee that this information is complete, correct, and up-to-date.
- 13.2. The information on the Platform is therefore provided on an "as is" basis. We do not guarantee the reliability, accuracy, completeness or suitability for your particular purpose of this information or our Products. It is your own responsibility to satisfy yourself that the Products meet your objectives or needs.
- 13.3. Therefore, in view of the above, the information we make available through our Products is only one source of information for you to consider for your specific purposes. It should not be considered legal, financial or other professional advice. Furthermore, you should not use the Products as the only source of information but you must always consult other sources for your specific purposes or decision making processes. The reference to our Products (or any parameters mentioned therein, such as credit rating, scores, etc.) in a commercial context (e.g. as a condition for entering into an agreement, entering into a collaboration, triggering contractual consequences, etc.) is therefore made solely and exclusively on your own responsibility.
- 13.4. If you, as a customer or third party, consider that the information made available on our Platform or in our Products is incorrect, you can always contact us using the contact details set out in

section 1 of these Terms of Use. We will then use our best endeavours to determine whether we can respond to your query, without prejudice to the automatic nature of our algorithms and mathematical models, which we maintain to the best of our ability.

14. Accessing the Platform

- 14.1. Whilst we make reasonable efforts to make and keep the Platform available to you, we do not warrant or guarantee that the Platform, including any content provided on or through the Platform, will be accessible at all times or that access will be uninterrupted. We do not accept liability if the Platform, or parts of the Platform, are temporarily unavailable or restricted for any reason.
- 14.2. Nor shall we be liable for any loss or damage caused by any form of malware (virus, DDOS attack, or other technologically harmful material) that may infect your computer equipment, computer programs, data or other material due to your use of our Platform.

Part D: Your rights as a consumer

15. Provisions specifically applicable to consumers

- 15.1. As stated in these Terms of Use, you may use the Platform and our Products as a consumer. This applies only if you qualify as a consumer in accordance with the criteria set out in applicable legislation. If you qualify as a consumer, please note the following provisions in addition to what has been described elsewhere in these Terms of Use.
- 15.2. As a consumer entering into a subscription, you **are not entitled to** a right of withdrawal in accordance with consumer legislation. This is because as soon as you enter into a paying subscription, we provide you with digital content which is not supplied on a tangible medium. In addition, as a consumer you explicitly agree that the performance of our agreement begins immediately after the subscription has been taken out. This way, you will be able to use our Products immediately. Please be aware that you will lose your right of withdrawal as a result. Notwithstanding the above, we would like to remind you that you can simply stop your subscription at the end of your subscription.
- 15.3. We would like to inform you once again that our contracts are entered into for a definite period of time and are renewed automatically unless notice is given. Please refer to article 12.

Part E: Important other legal provisions

16. Risk allocation

- 16.1. To the fullest extent permitted by law and in view of the specific nature of the services and information made available through our Products, we exclude liability for any damages, costs or any other loss arising out of or in connection with the use of the Platform and/or the Products. However, nothing in these Terms of Use excludes or limits our liability where such exclusion or limitation is not permitted by applicable law, including in the case of our wilful misconduct or gross negligence (in the event you are using the Platform as a consumer).
- 16.2. In no event shall we be liable to our clients for any indirect or consequential loss or damage including (without limitation) loss of opportunity, loss of data, loss of business, increase in debts and inability to realise anticipated profits.
- 16.3. In any event, our full and aggregate liability (i.e. not per claim) for those events attributable to us pursuant to these Terms and applicable law is limited to the fees paid by the customer to our company in the year in which the harmful event occurs (or in case of harmful events spread over several years, the first year thereof).
- 16.4. On the other hand, you shall indemnify us as a customer against all costs, losses and damages resulting from any claim made by a third party against our company due to your use of our Products, or reference to certain information or parameters in our Products, in violation of the Terms and which would allegedly cause damage to the third party in question. You also indemnify us for all costs, losses and damages resulting from your use of the Platform and/or Products in breach of these Terms.

- 16.5. We shall not be responsible or liable for matters or circumstances beyond our control (e.g. internet failures, unavailability of technology networks, delays or malfunctions of third party suppliers, etc.).

17. Protection of personal data

- 17.1. To a certain extent we process your personal data as a visitor and user. How we process your personal data and your rights in this regard are further explained in our [Privacy Statement](#).
- 17.2. In addition, we provide an information document on the Platform that explains how we collect and process data about the persons about whom we make information available to our visitors and users. You can consult that document at any time for further information. It also explains how you can contact us if you have any questions.

18. Binding force and waiver of right

- 18.1. If one or more provisions (or part of a provision) of these Terms should be held invalid or unenforceable by a final decision of a competent court, the remaining provisions shall retain their binding force and scope without modification. The parties shall then replace the invalid or unenforceable provision (or part thereof) with a new provision that embodies as closely as possible, and to the extent permitted by law, the original intention of the provision declared invalid or unenforceable.
- 18.2. The failure of either party to exercise any right in whole or in part shall not be construed as a waiver of that right. Any waiver requires an express confirmation by the waiving party that such right has been waived.
- 18.3. The rights as provided for in the Terms are cumulative, i.e. a reliance on one right does not exclude the application of the other right.

19. Logs and monitoring the use of the Platform

- 19.1. We will log certain activities of our visitors and users (each a "**Log**") for evidentiary purposes and to detect and resolve any problems that may occur.
- 19.2. By using the Platform, you agree that we may use Logs for auditing purposes and for evidentiary purposes (e.g. information provided during registration, activities on the Platform, etc.). The parties accept the evidential value of the Logs and that they may be used in a dispute and/or to verify your compliance with the Terms.
- 19.3. The rights as set out in the clauses 19.1 and 19.2 expressly do not affect the legal means of proof on which a party (acting as a consumer or non-consumer) may rely.

20. Amendments to the Terms and the Platform

- 20.1. We reserve the right to change the Terms at any time without prior notice. You can always consult the last revision date of the Terms at the end of the document concerned. By continuing to use the Platform with modified Terms, you agree to be bound by those modified Terms. If you do not agree, you must refrain from using the Platform after the entry into force of the amended Terms.
- 20.2. In any event, we strongly recommend that you consult the Terms from time to time.
- 20.3. In order to offer new services and functionalities, improve or modify our services and/or respond to changes in regulations or commercial needs, we reserve the right at any time, without prior notice, to modify all or part of the Platform and to change, replace with other functionalities or discontinue certain of its functionalities. You will not be entitled to any compensation in this case, but we will endeavour to preserve the basic functionality of our Platform.

21. Transfer

- 21.1. We are entitled to transfer the agreements with our customers (including the Terms) at any time in the event of a reorganisation and/or restructuring of our business (e.g. in the event of an acquisition, demerger, merger, split-off, investment, etc.). We do not require the consent of our customers for this, but will inform them of this.

22. Interpretation

- 22.1. The subdivisions of the Terms into various headings and sub-titles have only been added for the convenience of the reader. Such subdivisions cannot be used for the interpretation of the relevant clauses or parts thereof.

23. Termination of the Agreement

- 23.1. The provisions of the Terms that are intended to survive the termination of our contractual relationship (for whatever reason) shall continue to apply as such and continue to be applicable and in force between the parties.

24. Applicable law, competent court and follow-up of complaints

- 24.1. Belgian law shall apply to the agreement we have with you, to the exclusion of the rules of (international) referral as set out in Belgian private international law.
- 24.2. All disputes related to the use of the Platform, our agreement and the interpretation and performance thereof fall within the exclusive jurisdiction of the competent courts of the judicial district of East Flanders, Ghent division, Belgium.
- 24.3. Of course, we prefer that you contact us at all times in the event of a discussion or complaint, so that we can verify if we can resolve the issue together. In this event, we will do our best to answer you as quickly as possible.
- 24.4. Finally, please note that an online platform has been set up within Europe to deal with consumer complaints about online services. If we have not responded appropriately to a complaint, you can always use this platform (without being obliged thereto). You will find this platform and accompanying explanations via [this link](#).

© Bizzy Fintech BV - Last modified in July 2022