

**1. DEFINITIONS**

In these terms of service, the following concepts shall have the meaning described in this article (when written with a capital letter).

<b>“Access Rights”:</b>	shall mean all contractual rights to access, receive and use the Services according to the technical protocols and procedures established by TEAMLEADER pursuant to the agreement between parties;
<b>“Additional Service(s)”:</b>	shall mean all features – of which an overview can be found on the Website – the Customer can order in addition to the Basic Package;
<b>“Administrator”</b>	shall mean the user who is responsible for the Administrator Account;
<b>“Administrator Account”</b>	shall mean the user account of the Customer, which can solely be accessed and used by the Administrator and through which the Administrator shall be able to (i) use the Tool, App and Services in accordance with Customer’s order, (ii) change the configuration settings (including but not limited to adding additional Services or features) and (iii) creating additional accounts for Users;
<b>“App”</b>	shall mean the mobile application of the Tool through which the Services can be used;
<b>“Basic Package”</b>	shall mean the standard services of which the Customer can make use of through the Tool and/or App and which may be subject to change in the future: time registration, CRM and offers, lead management and agenda management;
<b>“Communication”</b>	shall mean any communication sent by TEAMLEADER via email at regular times concerning Services-related announcements, administrative e-mails and newsletters;
<b>“Customer”</b>	shall mean every natural person or legal entity, as well as anyone who orders the Services from TEAMLEADER and/or enters into an agreement with TEAMLEADER in the name of or on behalf of this legal entity. Every natural person is considered to be at least 18 years of age;
<b>“Customer Data”</b>	shall mean any and all content, information and data – including personal data – pertaining to prospects, business partners, clients and/or customers of the Customer (non-limitative) entered and uploaded into the Tool and/or App by the Customer by using the Services;
<b>“Demo”</b>	shall mean the demo version of the Tool, which allows the Customer, before entering into an agreement with TEAMLEADER, to make use of the Tool, App and Services during a term of 14 calendar days;
<b>“Documentation”</b>	shall mean any documentation provided by TEAMLEADER regarding the Tool, App and Services as well as the Website and including any documentation, tutorials or other available on the Website;
<b>“Privacy Declaration”</b>	shall mean the privacy declaration of TEAMLEADER as available on <a href="https://www.teamleader.eu/privacy">https://www.teamleader.eu/privacy</a> ;
<b>“Services”</b>	shall mean the online services which facilitate online management and cooperation, and consist among other things of a CRM system, agenda, quotation management, API, project planning module, invoicing module, ticketing and Voice-over-IP;
<b>“TEAMLEADER”</b>	shall mean the limited company “TEAMLEADER”, with its registered office at Dok Noord 3/101, 9000 Ghent, Belgium, VAT BE-0899.623.035, RPR Ghent, department Ghent;
<b>“Indemnitee”</b>	shall mean every TEAMLEADER officer, director, partner, employee and affiliate;
<b>“Term”</b>	shall mean the initial or renewed term – i.e. quarter or year – during which the Customer can make use of the Tool, App and Services, as selected by the Customer when ordering the Services;
<b>“Tool”</b>	shall mean the online application, developed by TEAMLEADER, with the brandname “Teamleader®” (trademark registration number 015198856);
<b>“User”</b>	shall mean any user of the Customer, other than the Administrator, for whom the Customer has also ordered a User Account;
<b>“User Account”</b>	shall mean the user account, which can be accessed by an User through his/her personal login in order to make use of the Tool, App and Services;
<b>“Website”</b>	shall mean <a href="https://www.teamleader.eu">https://www.teamleader.eu</a> and every TEAMLEADER website of the country in which TEAMLEADER operates.

**2. SCOPE**

TEAMLEADER developed and offers a Tool for customer management (“CRM”), project management and invoicing, whereby integrations can be made with other tools. This Tool, which is also available in the form of an App, offers an integration of various Services that ensure a more efficient business administration of its Customers.

Every commercial relationship between TEAMLEADER and the Customer shall be governed by the terms of service as laid down in this document.

By ordering the Services or entering into an agreement with TEAMLEADER – including registration for the Demo – the Customer acknowledges to have read these terms of service as well as the data processing agreement – which will be made available in the Administrator Account (cfr.

**Article 17** – and thereby accepts both. The terms of service always take precedence over the terms and conditions of the Customer, even if they stipulate that they are the only valid conditions.

The invalidity of one or more provisions of these terms of service or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, parties shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these terms of service. If parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

The (repeated) failure by TEAMLEADER to exercise any right may only be construed as a toleration of a particular situation and shall not give rise to a forfeiture of rights.

These terms of service shall not affect the mandatory legal rights granted to the consumer-Customer under the Belgian legislation relating to consumer protection.

TEAMLEADER reserves the right to change its terms of service whenever it wishes to do so by a change on its Website. TEAMLEADER undertakes to notify the Customer thereof through **(i)** an announcement on its Website within a reasonable term prior to the application of the amended terms of service and/or **(ii)** through the TEAMLEADER Communication.

These terms of service must be read together with TEAMLEADER's Privacy Declaration and may at all times be consulted on the Website.

### **3. OFFER**

Catalogues, brochures, newsletters, folders, TEAMLEADER Communications and other publicity announcements, as well as announcements on the Website are entirely non-binding, and may only be regarded by the Customer as an invitation to order the Services, unless explicitly specified otherwise.

Every offer shall only be valid for **(i)** a specific order and shall thus not automatically apply to subsequent (similar) orders as well as **(ii)** the duration as stipulated therein.

### **4. DEMO**

Each potential Customer will be given the opportunity to use the Demo free of charge upon registration thereto via the Website. Upon such registration, the potential Customer will receive an email containing the Administrator Account and the activation password.

The use of the Demo shall automatically be disabled once 14 calendar days have passed since the online registration. However, the potential Customer shall be able during the term of the Demo as well as upon its termination to enter into a (definitive) agreement with TEAMLEADER regarding the Services in which case the conditions as described in **Article 5** must be complied with.

### **5. CONCLUSION OF THE AGREEMENT**

#### ***Active Administrator Account***

In the event the Customer has made use of the Demo and still has an active Administrator Account, the Services can be ordered through the Administrator Account by clicking on the "update" button on the condition that the Customer provides at least the following information:

- ✓ Required Services, being the Basic Package and, where appropriate, any additional features;
- ✓ Required number of Users;
- ✓ Invoicing per quarter or per year.
- ✓ Payment by credit card or via direct debit (SEPA), including payment details.

An agreement shall only become effective following an electronic confirmation of the order or upon the moment TEAMLEADER makes the Services available to the Customer.

#### ***Non-active Administrator Account***

In the event the Customer has no longer an active Administrator Account but wishes to order the Services, the Customer must contact TEAMLEADER via email ([sales@teamleader.xx](mailto:sales@teamleader.xx)).

The Customer represents and warrants in any case that **(i)** all submitted (registration) information is complete, truthful and accurate and **(ii)** he will maintain the accuracy of such information.

At all times, TEAMLEADER shall be entitled to request additional information about the Customer, his activities or creditworthiness. In **(i)** absence of communication thereof, **(ii)** case of doubts by TEAMLEADER of the identity of the Customer or **(iii)** case there are indications that the Customer intends to resell the Services himself, TEAMLEADER shall be entitled to refuse performance of the order or to suspend it. A refusal to provide the Services will never entitle the Customer to receive any form of compensation or damages.

Any changes or additions to the Agreement after the Administrator Account (and additional User Account(s)) have been provided will only be considered valid after written approval of and implementation by TEAMLEADER.

### **6. DELIVERY**

Following conclusion of the agreement, the Customer shall be granted access to the Tool, App and Services, which is provided as 'Software as a Service (SaaS)'. Such right of access merely implies a non-exclusive and non-transferable right to use the Tool, App and Services.

Providing the Administrator Account to the Customer will be considered a delivery of the Tool, App and Services.

Upon delivery, the Customer is obliged to carry out an initial verification involving, among other things: number of Users, the Services (being the Basic Package and/or requested additional features), invoicing per quarter or per year. The Customer is obliged to inform TEAMLEADER within 48 hours following delivery of any non-conformity through the helpdesk or by sending an email ([support@teamleader.eu](mailto:support@teamleader.eu)).

If no complaints are made within such timeframe of 48 hours, the Customer is deemed to have approved and accepted the delivery.

## 7. ADMINISTRATOR ACCOUNT/ USER ACCOUNT

The Customer shall be able to access the Tool and App as well as make use of the Services through the Administrator Account and the additional User Accounts.

The Administrator shall be solely responsible for every use and activity of the Administrator Account.

Besides an Administrator Account, the Customer receives also at least one (1) additional User Account. The amount of User Accounts corresponds with the number of Users of the Customer. Each User has thus its own User Account. The Administrator determines the extent of the rights of the User Accounts and the Administrator shall always remain responsible for every use of the User Accounts.

Each User Account (including the Administrator Account) belongs to one person only and may therefore not be shared with other persons. The Administrator as well as every User is advised to create a unique password, to change it frequently and/or to use two-factor authentication.

The Customer shall be solely responsible for the protection and security of the Administration Account and the User Accounts. In this context, the Administrator and every User must ensure the confidentiality of their respective account, including the confidentiality of the login-data such as the password. Consequently, they may not even disclose their login-data to TEAMLEADER (for example, when seeking assistance of TEAMLEADER through the helpdesk – cfr. **Article 19**). Each loss or misuse of such login-data may therefore lead to liability towards TEAMLEADER.

Furthermore, it is strictly forbidden to:

- ✓ Ask for the login-data of other users;
- ✓ Login onto one other's account;
- ✓ Use the Tool, App and Services in a fraudulent manner (e.g. the use of a false account and/or providing false information is considered as fraudulent use);
- ✓ Pretend to be another (legal or natural) person when using the Tool, App and Services without the necessary permission. Such action may lead to civil and criminal sanctions.

The Customer must immediately **(i)** penalize or sanction any improper and unauthorized use and **(ii)** immediately inform TEAMLEADER in writing of such use and of every controversial registration it notices.

A well-reasoned and founded notification may lead to temporary and/or perpetual suspension and/or removal of Administration Account and/or the User Accounts. TEAMLEADER preserves itself a wide margin of discretion to ensure best quality of the Services. In any event, TEAMLEADER will not be liable for any loss or damage arising from Customer's failure to comply with the above requirements.

## 8. NO RIGHT TO WITHDRAWAL

Pursuant to Book VI Market Practices & Consumer Protection of the Belgian Business Code ('WER'), every Customer (in his capacity of a consumer) has a right of withdrawal with regard to products and/or services purchased through the Internet, by email or phone.

However, the delivery of the Services – being the delivery of digital content, which is not delivered on a tangible medium – is to be considered an exception to the right of withdrawal since the consumer-Customer expressly **(i)** agrees that the delivery of the Services may commence as well as **(ii)** acknowledges that he shall no longer be entitled to use his right of withdrawal (art. VI.53 °13 WER). Consequently, the consumer-Customer is no longer entitled to a right of withdrawal with regard to the Services ordered through the Demo.

Without prejudice to the foregoing, TEAMLEADER offers every Customer (including a consumer-Customer) the possibility, prior to entering into the agreement with TEAMLEADER, to use the Demo. By offering the Demo, TEAMLEADER thus offers more than it is required to by law.

Professional Customers shall under no circumstances have a right of withdrawal.

## 9. PRICE

The Basic Package is offered by TEAMLEADER at a fixed quarterly or yearly price as listed on the Website.

The prices are expressed in euros and exclusive of VAT, unless when specifically determined otherwise.

Under no circumstances TEAMLEADER guarantees that it will maintain its prices during a specific period, since this depends on the market structure nor that it will maintain the same prices in every country in which it is active. In so far as the prices are based on the then prevailing wage costs, costs of components/parts, social security contributions and government levies, insurance premiums, costs of materials, exchange rates and/or other costs, TEAMLEADER shall, in the event of an increase of one or more of these price factors, be entitled to increase its prices accordingly in accordance with the legally permitted standards.

In the event of an increase of its prices, TEAMLEADER undertakes to notify its existing Customers through the TEAMLEADER Communication at least one month prior to the application of the new prices.

Any commercial discounts on the standard prices which are granted orally (e.g. by telephone) must be confirmed in writing (e.g. on the corresponding invoice) to be valid. The Customer acknowledges that these discounts shall only be applicable in accordance with the guidelines and conditions expressly stated in this regard. Such discounts are deemed to be granted on a one-off basis for the initial Term. Any other practice to the contrary shall be regarded as commercial gesture and shall only apply as long as it is not revoked by TEAMLEADER. The Customer acknowledges that discounts (as well as any other promotional gifts) cannot be accumulated, are personal by nature and can never give rise to acquired rights.

### - Upgrades

The Customer is free to order one or more Additional Services and/or User Accounts during the Term via the in-app upgrade functionality or by sending an email to [support@teamleader.eu](mailto:support@teamleader.eu). If the Customer orders one or more Additional Services and/or User Accounts, an additional fee will be charged on top of the price of the Basic Package.

Such Additional Services and/or User Accounts requested by the Customer shall be activated immediately and shall be charged on a pro rata basis taking into account the remainder of the current Term during which the Customer will be able to use the additional Services and/or User Accounts.

The Additional Services and User Accounts are offered at the fixed quarterly or yearly prices as listed on the Website.

For more information about upgrades, please go to our Knowledge Base:

- [For activating one or more new modules](#)
- [For adding one or more new users](#)

#### - Downgrades

The Customer is free to cease the use of one or more Additional Services as well as to reduce the number of User Accounts during the Term by filling out the in-app downgrade form or by sending an email to [support@teamleader.eu](mailto:support@teamleader.eu). Such notice needs to be given at the latest 15 days before the renewal date. If the notification is made too late, TEAMLEADER is entitled to invoice the Customer for the Additional Services and/or User Accounts concerned for the entire following Term, even if the Customer no longer uses them.

Any downgrades shall only be implemented as from the (resp. quarterly or yearly) renewal date. Consequently, the Customer is not entitled to any reimbursement for any non-usage of these Additional Services and/or User Accounts during the initially agreed Term.

For more information about downgrades, please go to our Knowledge Base:

- [For reducing the number of modules](#)
- [For reducing the number of users](#)

#### 10. PAYMENT

By ordering the Services, the Customer expressly agrees to electronic invoicing by TEAMLEADER, unless agreed otherwise in writing by parties.

TEAMLEADER undertakes to invoice its Customers on a quarterly resp. yearly basis – depending on the preference of the Customer when ordering the Services (cfr. **Article 5**) – but always prior to the start of the Term.

Without prejudice to the foregoing, invoices regarding additional Users and/or features, ordered after conclusion of the agreement, shall be sent to the Customer upon the latter his request thereto.

An invoice will be sent to the (electronic) address provided by the Customer when ordering the Services. The Customer undertakes to inform TEAMLEADER as soon as possible of any changes in respect to thereto.

Unless expressly agreed otherwise, TEAMLEADER invoices are automatically collected by TEAMLEADER in full via credit card or SEPA Direct Debit (SDD) – depending on the Customer's preference when ordering the Services – on the invoice date (and without any discount whatsoever). In so far as collection through credit card or direct debit is impossible, the invoiced amount has to be paid within 14 calendar days of the invoice date. *In the event of payment through SEPA Direct Debit (SDD), TEAMLEADER thus formally deviates from the legal pre-notification duty of 14 calendar days prior to collection, based on internal procedures.*

For the processing of its payments, TEAMLEADER makes use of the services of external professional and specialized partners who operate a payment platform. The online payments are built with the aid of secure protocols. All online payments are subject to the general terms and conditions of the external administrator of the payment platform, who has exclusive responsibility for the correct processing of all online payments.

The financial data of the Customer that is entered as part of an online payment is only exchanged between the external partner and the financial institutions concerned. TEAMLEADER has no access to the confidential financial data of the Customer.

Invoices may only be legitimately disputed by the Customer via email ([invoicing@teamleader.eu](mailto:invoicing@teamleader.eu)) within 7 calendar days after the invoice date, stating the invoice date, the invoice number and detailed reasons. Such dispute does not discharge the Customer from his obligation to pay.

The unconditional payment by the Customer of the invoice amount is considered explicit acceptance of the invoice.

Part payments by the Customer are always accepted subject to change and without any prejudice, and first allocated to the collection costs, next to the damages, the interest due and, finally, to the principal sum, with preference given to allocation to the oldest outstanding principal sum.

If the Customer terminates the Agreement (for whatsoever reason) (cfr. **Article 15**), the amounts already paid to TEAMLEADER (irrespective of whether the advance payment relates to a period of a quarter or a year) shall be kept by TEAMLEADER and not returned.

#### 11. CONSEQUENCES OF NON- OR LATE PAYMENT

For each invoice that has not been paid in full or in part by the Customer on the due date, the latter is liable to pay – by operation of law and without prior notice of default – late payment interest of 1% per month in arrears, whereby a month that has already started is to be considered as fully completed, while the amount due will be increased with all collection costs paid by TEAMLEADER in connection with the collection of the debt, plus 20% of the invoice amount, with a minimum of € 150 (excl. VAT) by way of lump sum damages, without prejudice to TEAMLEADER's right to claim higher compensation.

TEAMLEADER also reserves the right to (temporarily) suspend the access to the Services until it has received actual and full payment from the Customer. Moreover, TEAMLEADER can consider the entire order (or part thereof) as cancelled if the aforementioned payment did not take place, even after formal notice was given, and – in addition – TEAMLEADER is entitled to claim a fixed compensation of 20 % of the price (excluding VAT), with a minimum of 100 Euro, without prejudice to its right to compensation for higher proven damage.

This will also result in all other invoices of TEAMLEADER to the Customer immediately becoming due and payable, even if they have not yet fallen due, and all permitted payment conditions will cease to apply. The same applies in the event of an imminent bankruptcy, judicial or amicable dissolution, suspension of payment, as well as any other fact showing that the Customer is insolvent.

## 12. USE OF THE SERVICES

### **General**

For as long as this agreement remains in effect, the Customer can make use of the Tool, App and the Services within the scope of the Access Rights of the Customer, of which the scope is determined when ordering the Services. The scope of such Access Rights can be limited or extended during the Term of the agreement.

The Customer acknowledges that only his Administrator and Users may use the Tool, App and the Services and this for Customer's internal business purposes solely and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer agrees that compliance with this article is an essential basis of the agreement.

Use of and access to the Services by the Customer presupposes an Internet connection and the use of a modern web browser (such as but not limited to the most recent version of Google Chrome). If an obsolete web browser is used, the Customer may not be able to use all functions of the Services or these functions may not operate optimally.

The Customer shall be fully responsible for compliance with these terms of service, as well as for the acts and omissions of all users who make use of the Tool, App and Services through the Administrator Account and/or User Account. The Customer shall not authorize access to or permit use of the Tool, App and Services nor the Documentation by persons other than the Administrator or the Users.

### **Restrictions**

Customer agrees not to misuse the Access Rights and shall thus not, without this list being exhaustive:

- ✓ Sell, resell, license, sublicense, rent, lease or distribute the Tool, the App, and any Services, or include any Services or any derivative works thereof in a service bureau or outsourcing offering to any third party;
- ✓ Copy, modify, adapt, alter, translate or make derivative works based upon the Services (other than any copies, modifications or derivative works made exclusively from the reports or overviews which are created solely for Customer's internal business purposes);
- ✓ Engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of the Tool, App and/or Services.
- ✓ Use the Tool, App, and Services for illegal or unlawful purposes or for the transmission of data which is illegal, defamatory, invasive of another's privacy, abusive, threatening, harmful or infringes on someone's intellectual property (non- exhaustive list).
- ✓ Use the Tool, App, and Services to conduct or promote any illegal activities;
- ✓ Use the Tool, App, and Services for the transfer of "junk mail", "spam", "chain mail", "phishing" or other undesired mass circulation of e-mails;
- ✓ Use the Services to stalk, harass or harm another individual;
- ✓ Disturb the good operation of the Tool, App and/or Website. This includes that Customers should refrain from the use of viruses, worms, Trojans or other software that may infringe the services and interests of both TEAMLEADER and its Customers. Customers should also refrain from any content that may burden or disturb the websites infrastructure and its proper functioning;
- ✓ Send unsolicited and/or commercial messages, such as junk mail, spamming and chain letters;
- ✓ Add content that can be described as not-appropriate regarding the aim of the Tool and/or App. TEAMLEADER reserves a large discretion and may notify Customers when touching boundaries;
- ✓ Circumvent the business-model of TEAMLEADER;
- ✓ Use the Services – partly or integrally – nor the Tool, App or Website in any manner that may give a false or misleading impression, attribution, or statement as to TEAMLEADER, or any third party.

## 13. INTELLECTUAL PROPERTY

### **Intellectual property rights of Teamleader**

The Customer explicitly acknowledges that TEAMLEADER is and remains the sole owner of the Tool, App and Services and/or other intellectual property rights relating thereto. All such rights and goodwill are, and shall remain, vested with TEAMLEADER.

Consequently, the Access Rights granted to the Customer solely imply the right to use – at a charge – the Tool, App and Services and no implied licenses shall be granted under this agreement. Under no circumstances such right:

- ✓ Entails a transfer of ownership of the Tool, App, Services and Documentation by TEAMLEADER to the Customer;
- ✓ Grants the Customer any rights to or interests in the Tool, App, Services, any trade names and/or or trademarks of TEAMLEADER, and
- ✓ Grants the Customer the right to request TEAMLEADER to deliver a copy of any software or other products utilized by TEAMLEADER to provide the Services.

The Customer shall thus not use any trademark, tradename, or brand name of TEAMLEADER (such as but not limited to the use thereof in metatags, keywords or hidden text), without the explicit written approval from TEAMLEADER.

Without prejudice to the right of the Customer or any third party to challenge the validity of any intellectual property of TEAMLEADER, the Customer shall not perform or authorize any third party to perform any act which would or might invalidate or be inconsistent with any intellectual property of TEAMLEADER – including without being limited to any patent, copyright, registered design, trade mark or other industrial or intellectual property rights – and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect.

The Customer undertakes to notify TEAMLEADER of any actual, threatened or suspected infringement of any intellectual property rights of TEAMLEADER which comes to the Customer's notice, and of any claim by any third party due to use of the Tool, App and Services.

### **Documentation**

Subject to these terms of service, TEAMLEADER hereby grants to the Customer a non-exclusive, non-transferable license during the Term (cfr. **Article 14**) to reproduce copies of the Documentation solely for use by the Customer in connection to his Access Rights. Customer acknowledges that:

- ✓ No right is granted to publish, modify, adapt, translate or create derivative works of the Documentation;
- ✓ The Documentation is part of TEAMLEADER's intellectual property and hereby agrees to accurately reproduce all proprietary notices,

including any copyright notices, trademark notices or confidentiality notices, that are contained within any copies of the Documentation.

#### ***Customer's intellectual property rights***

Further, without conveying any right, title or interest, parties agree that TEAMLEADER is allowed to make accurate informational references to Customer's trade names, trademarks or service marks (collectively, the "**Marks**") in connection with its performance of the Services, for example through branding Customer's landing page by means of the latter's Marks, subject to the condition that TEAMLEADER shall promptly cease any use of any Mark owned by Customer in connection with the performance of the Services upon (i) termination of this agreement or (ii) receipt of notice from the Customer to discontinue such use.

#### **14. DURATION**

Every agreement closed between TEAMLEADER and the Customer concerning the use of the Tool, App and Services shall have a definite term of one quarter resp. one year, depending on the preference of the Customer when ordering the Services.

The Term shall automatically be prolonged with one quarter resp. one year if the agreement is not terminated by the Customer by the latest 15 calendar days before termination thereof, which shall entitle TEAMLEADER to invoice the Customer for the renewed Term.

#### **15. TERMINATION**

##### ***Termination by the Customer***

The Customer may terminate the Agreement by using the in-app functionality (for more information please refer to our [Knowledge Base](#)):

(i) At any time and for any reason, as long as such termination takes place at least 15 calendar days before expiration of the Term.

Every termination by the Customer less than 15 calendar days before expiration of the Term shall be without object since the agreement shall automatically be prolonged (cfr. Article 14). Consequently, the Customer shall be obliged to pay the invoice concerning the renewed Term, even if the Customer has no intention to continue its use of the Tool, App and the Services.

(ii) In the event he cannot agree with one or more of the following circumstances (non-limitative) and such termination takes place within 30 calendar days after being notified thereof by Teamleader: **(i)** a change in the offer of the Services, which entails a significant disadvantage for the Customer, **(ii)** a change of these terms of service by TEAMLEADER (cfr. **Article 2**) or **(iii)** any announced price adjustment by TEAMLEADER (cfr. **Article 9**). Under no circumstances, this entitles the Customer to claim any sort of damages or compensation from TEAMLEADER;

(iii) In the event Article 6.5 of the data processing agreement between TEAMLEADER and the Customer (cfr. **Article 17**) enters into force and the conditions, as determined therein, are met.

However, prior to such termination by the Customer but in any case before deactivation by TEAMLEADER, the latter is obliged to export the Customer Data by using the available export tools.

##### ***Termination by TEAMLEADER***

Without prejudice to any other right or remedy TEAMLEADER may have against the Customer, TEAMLEADER can terminate the agreement at any time and without legal intervention in the event of exceptional circumstances which make it impossible to continue any professional cooperation between TEAMLEADER and the Customer.

The Customer agrees that the following circumstances should be considered as exceptional circumstances:

(i) If TEAMLEADER detects or has substantial reasons to assume that:

- The Customer Data are false, misleading, inaccurate or obsolete;
- The Customer materially breaches any of the provisions of these terms of service and, notwithstanding a notification from TEAMLEADER (i) to rectify the situation as well as (ii) to refrain from such a breach and, if possible, (iii) prevent such a breach or breaches from occurring in the future, fails to comply with such a request within 30 calendar days following receipt of such notification, without prejudice of TEAMLEADER to claim from the Customer an additional compensation as a result of this contractual breach;
- The Customer uses the Tool, App and Services for unauthorized, illegal and/or inappropriate purposes;
- The agreement with the Customer is based on incorrect or false information of the Customer; or
- The Customer ordered the Services for reasons that cannot be considered as objectively reasonable and acceptable.

(ii) If the Customer ceases its payments, files a declaration for bankruptcy, is declared bankrupt, enters into a liquidation or similar proceedings or is liquidated;

(iii) If the Customer commits an act of dishonesty, disloyalty or fraud with respect to TEAMLEADER, its business or the Tool, App and Services;

In the event of such termination by TEAMLEADER, notified by email, the agreement will be automatically terminated without a period of notice or compensation and without prejudice to the right of compensation.

##### ***Consequences of termination***

Upon termination of the agreement:

- ✓ By the Customer, TEAMLEADER undertakes within 2 working days – but in any event not before the ongoing Term expires – to deactivate the Customer's Administrator Account and User Accounts and shall use its best efforts to inform the Customer of such deactivation in advance;
- ✓ By TEAMLEADER, the latter shall **(i)** deactivate the Customer's Administrator Account and User Accounts and **(ii)** notify the Customer that it has the possibility during a term, as mentioned in such notification, to export the Customer Data through the available export tools;

- ✓ TEAMLEADER is entitled to refuse any request from the Customer to enter into a (new) agreement with regard to the use of the Tool, App and Services.
- ✓ Each party will discontinue its use and will return the confidential information and proprietary materials of the other party.

If the Customer fails to have exported its Customer Data prior to terminating the agreement or within the term granted by TEAMLEADER following its termination, TEAMLEADER shall first delete the Customer Data via 'soft deletion' and subsequently, once a term of (maximum) six (6) months has passed, anonymize the Customer Data.

Articles 13, 16, 17 and 18 shall survive and continue in full force and effect in accordance with their terms, notwithstanding the expiration or termination of this Agreement for whatsoever reason.

The termination of the agreement, for whatever reason, shall not prejudice the rights acquired by each party.

## 16. LIABILITY

TEAMLEADER's liability shall be limited to the lower of the following two amounts: **(i)** the invoice value of the latest invoice related to the Tool, App and Services, or **(ii)** the amount of the payment of the insurance policies entered into by the TEAMLEADER and in any case be limited to the liability mandatory under Belgian law.

Except as otherwise expressly represented or warranted in these terms of service and to the maximum extent permitted by applicable law, the Tool, App and/or Services as well as the Documentation and any other products or services provided by TEAMLEADER are provided on an "as is" basis. TEAMLEADER thus disclaims any and all other promises, conditions, representations and warranties – whether express or implied – including but not limited to any implied warranties of fitness for particular purpose, satisfactory quality, reasonable skill and care, system integration and/or data accuracy.

Furthermore, TEAMLEADER does not warrant that the Tool, App and/or Services will meet all of Customer's requirements. Moreover since the Customer has the possibility to **(i)** make use of the Demo (cfr. **Article 4**) prior to becoming a paying Customer and **(ii)** request at all times further information from TEAMLEADER in this respect. Hence, the Customer declares to have been sufficiently informed about the content and the scope of the Tool, App and Services.

Without prejudice to the generality of the preceding section, TEAMLEADER does not guarantee that: **(i)** the performance of the Tool, App and Services will be uninterrupted or error-free nor that all errors and/or bugs will be corrected (within a reasonable time), **(ii)** the Tool, App and Services will be constantly available, free of viruses, in time and complete, or **(iii)** the information provided by the Tool, App and Services is complete, correct, accurate and non-misleading.

The intended use of the Tool, App and Services by the Customer, Administrator and/or Users is determined under their full responsibility and at their own risk. TEAMLEADER cannot be held liable in any way for any direct or indirect damage resulting from this intended use. Therefore, the Customer, Administrator and/or User shall thus be solely responsible for any damage to its computer (programs), wireless devices and/or other equipment consequential to the Tool, App and Services.

TEAMLEADER shall neither be liable for:

- ✓ Indirect and/or consequential damage (including but not limited to loss of income, loss of goodwill and damage to the property of the Customer caused by the Tool, App and Services). This limitation of liability also applies when TEAMLEADER has been specifically informed of the potential loss by the Customer;
- ✓ Defects that have been caused directly or indirectly by an act on the part of the Customer or a third party, irrespective of whether they are caused by an error or negligence;
- ✓ Damage caused by using the Tool, App and Services for a different purpose than the purpose for which it has been developed or is intended by TEAMLEADER;
- ✓ Additional damage caused by continued use by the Customer, Administrator and/or Users after a defect has been detected;
- ✓ The loss or incorrect use of the Customer Data, unless this is solely due its fault;
- ✓ Damage caused by non-compliance with any advice and/or guidelines that may be given by TEAMLEADER, which the latter always provides on a discretionary basis;
- ✓ Damage caused by force majeure or hardship (cfr. **Article 23**).

Furthermore, the Customer accepts that TEAMLEADER does not offer any guarantee that the Tool, App and Services comply with the regulations or requirements which apply in any legal area, with the exception of the regulations or requirements that apply in Belgium on the moment of conclusion of the agreement. TEAMLEADER can thus not be held liable for any subsequent changes of whatever nature in such law and/or regulations.

Customer is deemed not to provide any (confidential) information (e.g. an Excel sheet with data, including Customer Data) nor any login data to any employee of TEAMLEADER in whatever manner and for whatever reason. If the Customer, in contrary to the above, does provide any of such data to TEAMLEADER, the Customer acknowledges that it is acting entirely at its own risk. In such case, TEAMLEADER cannot guarantee the same security and confidentiality with respect to the information provided as it guarantees with respect to the Customer Data.

The Customer acknowledges that TEAMLEADER's liability can only be invoked by the Customer directly and not by a third party, such as the person to whom the Customer Data relates.

The Customer shall indemnify and/or hold harmless TEAMLEADER and/or a TEAMLEADER Indemnitee from and against all claims of whatever nature that might arise from the existence, implementation, non-compliance and/or termination of these terms of service and which have been caused by his own negligence, fault or carelessness or by his Administrator and/or any of his Users.

Finally, it is the Customer its responsibility to inform his Administrator and Users of the provisions of this Article (and the remaining of these terms of service).

## 17. PERSONAL DATA AND PRIVACY

### ***TEAMLEADER as controller***

The processing by TEAMLEADER of personal data concerning the (potential) Customer and/or its personnel/staff shall take place in accordance with the provisions of the TEAMLEADER privacy declaration. In such event, Teamleader acts as controller.

This privacy declaration includes information about the personal data collected by TEAMLEADER, as well as the manner in which TEAMLEADER uses and processes this personal data. TEAMLEADER's privacy declaration can be consulted on the Website and must be read together with the cookie policy.

By ordering the Services or entering into an agreement with TEAMLEADER – including registration for the Demo – the Customer acknowledges to have read the privacy declaration and accept it.

### ***TEAMLEADER as processor***

The Customer acknowledges that – with regard to the processing of Customer Data – it shall act as controller and TEAMLEADER as processor. All arrangements made between parties in this respect shall be solely governed by the data processing agreement, as closed between parties and as made available within the Administrator Account.

Following the above (cfr. **Article 2**), the Customer acknowledges explicitly that by ordering the Services or entering into an agreement with TEAMLEADER, the Customer acknowledges to have read and accept the data processing agreement in its entirety.

## 18. CONFIDENTIALITY

### ***Customer Data***

Each Customer is obliged to treat his Customer Data confidential as well as to ensure that each third party, to whom he grants access to a User Account, is bound by the same confidentiality obligations.

The Customer must be aware that when he provides his "API-key" to a third party, this leads to granting this third party full access to his Administrator Account and User Account, logins and Customer Data.

### ***Cooperation***

All information (including but not limited to all information of financial, commercial, legal, fiscal, social, technical and organizational nature, business and trade secrets, business partner, customer and supplier data, employee data, personal data, programs, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), processes, schematics, testing procedures, software design and architecture, design and function specifications) exchanged between parties prior to entering into an agreement as well as during the agreement shall be considered confidential and be treated by each party with the utmost secrecy and thus more specifically the recipient shall:

- ✓ Solely use the confidential information for its own account and under the utmost secrecy;
- ✓ Not use, reproduce, or allocate the confidential information in any manner or for any other purpose than the (possible) cooperation between parties;
- ✓ Not engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of any of the confidential information;
- ✓ Not derive any commercial benefit from the confidential information;
- ✓ Not divulge, disclose or make the confidential information, of which it has knowledge, available to any third party, without the express written consent of the disclosing party;
- ✓ Disclose such confidential Information only to those employees who need to know such information within the framework of the (possible) cooperation between parties, and the recipient certifies and warrants that these employees have previously agreed, as a condition to employment, to be bound by terms and conditions substantially similar to provisions applicable to the recipient under these terms of service.

The obligations, as determined in the previous paragraph, are not applicable to the following information:

- ✓ Information, which is publicly available, publicly spread and/or known by the general public at the time of its communication;
- ✓ Information which is obtained in a lawful manner by the recipient on a non-confidential basis from any party other than the disclosing party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party;
- ✓ Information which disclosure/announcement is required by law or by a court or other government decision (of any kind). In such case the recipient shall, prior to any disclosure/announcement discuss the scope and manner of such disclosure/announcement with the disclosing party.

This confidentiality obligation applies during the course of the cooperation between parties and will continue to exist for a period of five (5) years starting from the termination of the cooperation for any reason whatsoever.

The disclosing party shall remain at any moment the sole owner of its confidential information. Except as expressly set forth herein, nothing in these terms of service or the relationship between parties shall grant to the recipient any rights to or interest in the confidential information, and no implied licenses are granted by these terms of service.

This confidentiality obligation shall, however, in no event imply that TEAMLEADER shall not be entitled to use and/or commercialize any ideas, input, feedback received from the Customer, which may serve to improve and/or expand the Tool, App and Services.

Without prejudice to the foregoing, Customer acknowledges that in the event a non-disclosure agreement is signed between parties, such non-disclosure agreement shall prevail.

## **19. SUPPORT - HELPDESK**

In the event the Customer is in need of assistance or has an enquiry with respect to the Tool, App and Services, the Customer is advised to first consult TEAMLEADER's support page (<https://www.teamleader.eu/support>).

If the information provided on TEAMLEADER's support page does not provide the required assistance, the Customer may contact the TEAMLEADER helpdesk free of charge. The TEAMLEADER helpdesk shall be available via email ([support@teamleader.eu](mailto:support@teamleader.eu)) and telephone from Monday to Friday from 9 am to 5 pm (CET), excluding bank holidays or holidays in replacement of bank holidays during weekends.

The TEAMLEADER helpdesk will do its best efforts to assist the Customer as soon as reasonably possible following the requested support.

The Customer will bear the costs made as a result of unjustified complaints and/or enquiries.

## **20. AVAILABILITY, REGULAR MAINTENANCE AND UPDATES**

TEAMLEADER offers its Customers the possibility to check at all times, live and in real-time the availability of the Services through its Website. In the event of problems with the availability of its Services, TEAMLEADER undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, TEAMLEADER shall be free to determine on what is to be considered an adequate solution or compensation for its Customers in this respect.

TEAMLEADER wishes to keep the quality of the Tool, App and/or Services high by performing maintenance activities and implementing updates on a regular basis. TEAMLEADER undertakes to minimize the impact of such maintenance activities and updates on the availability of the Tool, App and Services but does not exclude any downtime in this respect. In any case TEAMLEADER undertakes its best effort to inform the Customer thereof in due time, unless this is impossible or not useful.

The above gives no grounds for compensation to be born by TEAMLEADER.

## **21. TEAMLEADER COMMUNICATION**

At all times, the Customer will be able to unsubscribe from TEAMLEADER's Communication. Since the Communication is considered to form an integral part of the Services, the Customer can in no event hold TEAMLEADER liable for changes of whatever nature of which the Customer would normally have been informed through the Communication if he had not chosen to unsubscribe.

## **22. CHANGES OF THE SERVICES**

TEAMLEADER has the right to change at any time the offer and composition of its Services, including its Basic Package and/or features. In such event, TEAMLEADER will inform the Customer thereof within a reasonable term prior to such change through **(i)** a notification on the Website, the Tool and/or the App and/or **(ii)** the TEAMLEADER Communication.

## **23. FORCE MAJEURE/HARDSHIP**

TEAMLEADER is not liable for any failure to meet its obligations if this failure is due to force majeure or hardship.

Usual events of force majeure or hardship include: all circumstances that at the time of the conclusion of the agreement were reasonably unforeseeable and unavoidable, and which prevent TEAMLEADER from performing the agreement, or which would make the performance of the agreement more difficult, financially or otherwise, than would normally be the case (including but not limited to war, natural disasters, fire, seizure, delays with or bankruptcy of third parties engaged by TEAMLEADER, shortage of staff, strikes, organizational circumstances and threat or acts of terrorism).

The aforementioned situations entitle TEAMLEADER to review and/or suspend the agreement by simple written notice to the Customer, without being liable to pay compensation. If the situation of force majeure and/or hardship lasts longer than 2 months, TEAMLEADER will be entitled to terminate the agreement (cfr. **Article 15**).

## **24. COMPENSATION ('NETTING')**

In accordance with the provisions of the Belgian Law on Financial Collateral of 15 December 2004, parties agree that in their reciprocal relation, as from the start of the agreement between TEAMLEADER and the Customer, all currently existing as well as any future debts shall always be automatic and ipso jure be set off against each other and compensated, irrespective of their due date, their aim or the currency in which they have been expressed. In case of concurrent creditors, the claim of the other party on the party dealing with concurrent creditors shall always be limited to the remainder after the setoff of the chargeable amounts and the permanent setoff will in any case have legal effect against the curator and the remaining creditors, who can themselves therefore not object nor oppose any of the aforementioned compensations or debt comparison carried out by parties.

## **25. APPLICABLE LAW AND JURISDICTION**

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be governed by and construed in accordance with the Belgian law.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be submitted to the exclusive jurisdiction of the courts where TEAMLEADER has its registered office.

## **26. LANGUAGE**

Unless expressly agreed otherwise, the Customer acknowledges that the language of these conditions will also be the working language in all commercial transactions with TEAMLEADER.

The original language of these conditions is English. Translations or documents drawn up in a different language will at all times be regarded as a bonus for the Customer. In the event of any conflict, the English version will always prevail.

