General Terms & Conditions

1. Definitions

- *The Customer*: The natural or legal person with whom the agreement to deliver products and services has been made with Procurios.
- *The User*: The person that uses the Procurios platform following the agreement between the Customer and Procurios.
- *Hosted Services*: the online platform and hosting services offered by Procurios.
- *Agreement*: Every mutual acceptance, confirmed in written, for delivering one or more products or services from Procurios to the Customer
- *Terms and conditions*: the terms and conditions of Procurios
- *Implementation*: the Customer's access to the Hosted Services

2. Applicability of terms

As long as there has not been deviated from the agreement with mutual written consent from both parties, the following articles are applicable to every offer, assignment or agreement from or with Procurios in which the Customer expressingly waives his own terms and conditions.

Procurios has the right to change the Terms and Conditions at all times. Without a refusal notice, sent as a registered letter in response, the changes will be presumably accepted by the Customer after 7 days.

The usage of services after the notice of changes to the Terms and Conditions will be considered as enough evidence that the Customers agrees to these Terms and Conditions.

3. Contact information Procurios

Procurios BVBA
Abeelstraat 59
2800 Mechelen
Belgium

Tel: +32 3 237 41 45
Email: info@procurios.com

Support
http://support.procurios.com
servicedesk@procurios.com

4. Offers and acceptance

A quote or offer by Procurios is non-binding and only serves as a guideline which will remain valid for one month.

Promotional printing (both flyers and brochures) and promotion through online channels (eg. website and social media) can never serve as a quote.

Agreements are legally binding when the customer signs the Agreement and once Procurios has accepted it. In the case of a contradiction between the conditions of the Agreement and those of the Terms and Conditions, the conditions of the Agreement have priority.

5. Delivery

Services are delivered as 'Software as a Service' with the necessary Support and Maintenance Services as determined in the Agreement and these Terms and Conditions.

Procurios is allowed to deliver the sold goods or services partially. This is not applicable when a partial delivery has no independent value. In the case of partial deliveries, Procurios is authorised to invoice these deliveries separately. The platform however, will always be delivered in its entirety to the Customer.

Something as simple as sharing a user account will be considered the delivery of services. Usage of these services will be considered acceptance of delivery.

6. Hosted Services

Procurios guarantees access to the online platform on which the Hosted Services are made available for the Customer, based on the conditions listed in the Agreement and in these Terms and Conditions.

Once the Customer has signed the agreement, Procurios provides the Customer with a worldwide non-exclusive licence to use the online platform and Hosted Services for internal professional purposes in accordance with the Agreement and Terms and Conditions and during the period determined in the Agreement. In this instance, Procurios will provide the Customer with an Implementation in accordance with the conditions as determined in the Agreement.

Access to the Hosted Services will be granted upon the acceptance of the Agreement, unless determined otherwise in the conditions of the Attachments of this Agreement. The implementation of the software is the Customer's responsibility, unless the Customer requests Procurios to do so, for which both parties will come to an agreement.

Any training related to the use of the Hosted Services is never automatically included in the price, unless otherwise disclosed in written by Procurios.

7. Support Services

7.1. Openings hours

During business-hours (Monday to Friday from 9:00 to 17:00) Procurios will offer support on the offered Hosted Services, with exclusion of Belgian national holidays, days announced on the Procurios website or individually announced closing days.

7.2. Contact Person of the Customer

The Customer appoints a maximum of three Users that will be permitted to contact Procurios for support related questions. When a Customer is in need of more users permitted to contact our support services, there are two options available:

- The Customer appoints a so called 'Key-user' within their organisation who is responsible for first-line support for individuals within the organisation.
- The Customer agrees on an additional agreement for direct support of the additional individuals. The rates will be disclosed on request and are subject to a separate agreement between both parties.

7.3. Updates

In the event in which Procurios plans important updates or upgrades that will have a significant impact on the functioning of the Hosted Services, they commit to offer the Customer a manual or information documents, in a way they see most appropriate. If the Customer requires or desires further training, this will be subject to an additional and separate agreement between both parties, which will be invoiced separately.

8. Maintenance Services

8.1. Updates

Procurios is responsible for the general maintenance of the online platform and Hosted Services. Furthermore, they are responsible for providing updates and possible upgrades.

These Maintenance Services will be in accordance with what can be expected from a professional service provider in IT-services.

8.2. Notifications

Procurios is committed to inform the Customer no later than 48 hours before performing Maintenance Services if there is a possibly significant impact on the online platform and Hosted Services.

8.3. Inconvenience limitation

Procurios will always try to perform these Maintenance Services outside of the business-hours in order to limit the inconvenience possible experienced by the Customer

9. Services availability

9.1. Uptime

Procurios offers a guaranteed uptime of 99% of her hosting facilities (99% of the time, expressed in seconds over an average time of the previous month), not taking into account circumstances out of anyone's control (force majeure) in accordance with our Terms and Conditions and not taking into account planned downtime related to maintenance that are necessary and timely announced in accordance with the terms of article 8 of these Terms and Conditions.

9.2. Backups

Procurios creates a daily backup of her servers. Procurios stores backups from one day per 5 years, one day per month and a two weeks daily backup. Due to technical reasons Procurios is not able to 100% guarantee the availability of these backups. Backups are created at the highest capabilities and reasonable effort, without guarantee of result.

In case a backup is restored, costs will be applied when the Customer requests these, providing a cause and, when the reason is not linked to a bug or downtime of the Procurios web platform. These costs will consist of working hours that Procurios has to make in accordance with article 10.3 of the Terms and Conditions.

10. Tarifs and invoicing

10.1. VAT and charges

All tarifs mentioned in communication from Procurios is VAT exclusive and other possible legally specified charges, unless stated or agreed upon differently.

10.2. Tarif changes

Procurios has the right to change the tarifs one-sided at any given moment. These changes will be announced at the latest one month before going into effect by email or written letter.

10.3. Additional Services

In case of custom work, implementation or assistance with migration or other tasks (eg. restoring backup) that are required, these will be invoiced at an hourly rate as determined in the Agreement. When one of these tasks requires travelling to the location of the Customer, additional travel costs will be charged at an hourly rate as determined in the Agreement, starting from a minimum of one hour per travel.

10.4. Monitoring limits

Unless agreed upon differently in the Agreement, there are no limits regarding Hosted Services, respecting fair use. Procurios operates with a fair use policy. This limit depends on the type of agreement that the Customer and Procurios have. Procurios will frequently monitor the use of the Customer's implementation. When Procurios is convinced there is a violation of fair use or when the Customer exceeds the usage limits as described in the Agreement, Procurios will contact the Customer. At this point the Customer may decide to upgrade to a higher package with a higher limit.

11. Payment

11.1. Payment term

Invoices are to be paid within 15 calendar days, unless agreed upon differently.

11.2. Overdue payment

When the Customer has not paid an invoice on time, this will be brought to their attention and a new term will be set. When the Customer fails to meet their legal obligation to pay the invoice before the end of the new term, the Customer will be in default. Procurios then has the right to deny access to the Hosted Services until the invoice has been paid in full.

11.3. Objecting an invoice

Objecting an invoice of Procurios will only be accepted when they receive a detailed and elaborate protest within 2 weeks after the invoice has been sent. After receiving the protest, Procurios will investigate the plausibility of the invoice amount.

11.4. Default of payment

When default of payment occurs on the expiration date, there is without being in default, a legal interest due of 1% per month for which every started month is considered a full month. Furthermore, a compensation is issued of 10% on the invoice total with a minimum of 250 EUR.

12. Conditions regarding the use of services

12.1. Communication guidelines for Users

By accepting the Terms and Conditions, the Customer guarantees that they have disclosed the guidelines regarding the Hosted Services with their Users and that they will ensure the guidelines are respected.

12.2. Logins are personal

To gain access to the Hosted Services, Users will receive a login. These logins are personal and may under no circumstance be shared with third parties.

12.3. Minimum age

The Customer vouches that all Users that use the services of Procurios are at least 18 years or older.

12.4. Username and password safety

The Users are responsible for safeguarding their username and password at all times. Procurios cannot and will not be liable for any losses or damages suffered as a result of not respecting this obligation.

12.5. Third parties

The User may not hand over any services provided by Procurios to a third party at any point in any way.

12.6. Illegal purposes

The User agrees not to use the services for illegal purposes or for transferring material that is illegal, offending, violates privacy, insulting, threatening or damaging, insults religiously

sensitive, promotes racism, contains viruses or violates the intellectual rights of others. The User agrees that the services may not be used to spread 'junk email', 'spam', 'chain letters', 'phishing' or other unwanted mass distributed emails.

12.7. Responsibility of the Customer

The Customer is responsible for all activities that occur in their Implementation and agree to report any unauthorised use to Procurios immediately.

12.8. Webbrowser

The Customer acknowledges that in order to use the Hosted Services, the User requires a recent version of a modern web browser. If the User operates on an older browser or on an outdated version of a browser, not all functions might be available.

12.9. Communication about products and services

Procurios will frequently inform the Users about her services that are related to the Implementation through administrative emails and newsletters about products and services of Procurios.

12.10. Suspension

Violating or breaching one of these conditions gives Procurios the indisputable right to deny the Customer access to the Hosted Services whether or not permanently, after declaring the default.

13. Ownership of data

All the data submitted in the Implementation are and remain property of the Customer. In no instance will Procurios sell or use any of the User or Customer data for services that are not included in the Terms and Conditions.

14. Intellectual property

Procurios is the exclusive entitled party or legal claimant regarding the intellectual property related to her services. The Customer binds himself to never, in no way and in no form copy, modify, exploit, sell or use in any other way any element of the Implementation. These elements consisting of brand, texts, software, databases, forms, trade names, product names, logos, graphic elements and illustrations, sharts, graphics, music, color combinations, slogans, layouts and page layouts and any other for protection considerable elements of the implementation and/or services.

The Customer and User(s) are to respect the intellectual property regarding the protection of software and/or any other work and to protect Procurios from any claims from third parties.

15. Suspension and termination of an implementation

If in violation of article 11 of the Terms and Conditions and/or if Procurios has a viable reason to suspect the Customer is guilty of illegal activities, in case of a court order, or when the Customer does not respect the Terms and Conditions and/or agreement, Procurios will hold the Customer in contempt. Without proper response within 14 days of receiving this notice, Procurios has the right to deny the Customer access to it's services and temporarily suspend them.

When a Customer uses a demo-implementation, Procurios has the right to revoke access at any given time as they see fit after bringing this to the Customer's attention, unless agreed upon differently.

When an agreement between the Customer and Procurios is terminated, Procurios will delete the Implementation and any data with it if the Customer requests this. In any other case, the data will automatically be removed 3 months after the termination of the Agreement, from which it is no longer possible for the Customer to receive a backup.

In the event of termination, the Customer himself is responsible for a possible migration to a new system. The Customer's data will only be provided if specifically requested and will come at an additional cost.

16. Privacy and data protection

16.1. Procurios is responsible for processing

Procurios is responsible for the processing of personal data of the Customer and declared to process this in accordance with the General Data Protection Regulation. More information you will find in our Privacy & Cookie Policy which you can consult here: https://www.procurios.com/privacy-policy-belgie.

Procurios declares to have taken adequate technical, organisational and security measures in order to protect the Customer's personal data. If Procurios identifies any illegal activity, they will inform the Customer within 48 hours after discovering the breach.

16.2. Procurios is processor of personal data

Procurios is also processor of the personal data regarding personal data of the Customer and third parties that are processed using the Implementation. Procurios declares to process this data in accordance with the General Data Protection Regulation.

Procurios will exclusively process personal data of the Users within the limitations and instructions of the Customer. The Customer will as the responsible for the processing of the User data provide a legal base for the processing activities from and by Procurios.

Procurios declares to have undertaken the required technical and organisational safety measurements in order to secure the personal data of Users. If Procurios identifies any illegal activities, they will inform the Customer within 48 hours after discovery.

At the end of the agreement with the Customer, personal data that has been stored in the computer systems of Procurios will be destroyed by Procurios, unless Procurios is legally bound to store this data.

The Customer allows Procurios to work with a subprocessor in order to establish her processing activities.

17. Limitation on liability

17.1. Risks and warranties

The Customer understands and agrees that the use of the services of Procurios are at his own risk. The services are delivered without any declaration of warranty, explicit or implicit apart from the declaration of warranty determined in the Agreement or in these Terms and Conditions.

Procurios does not guarantee that: the services are constantly available or completely safe, or that the information provided by other services is completely correct or accurate. The use of downloaded material through the use of the services is at own risk and the user himself is responsible for any damages that may occur to the computer systems or wireless devices of the User(s).

17.2. Damage liability

Unless there is foul play at hand or a grave error has taken place, Procurios will not be held responsible for the content, use of any other connection with services regarding indirect, special or consequential damage, or business related loss, loss of income, income, profit or expected savings, loss of business relations, loss of reputation or goodwill, loss or damaging of information or data, or other damage as a result of the use of services, or the incapabilities of the Customer and/or Users to use the services.

17.3. Accountable shortcomings

In the case of accountable shortcomings regarding the agreement, Procurios is at all times only partly liable for damage claims equal to the amount invoiced to the Customer during the 12 previous months, with a maximum of 500.000 EUR.

17.4. Third party damage claims

The Customer does not hold Procurios responsible for all third party damage claims that are the result of unlawful or careless use of the products or services from Procurios.

17.5. Liability in case of accountable shortcomings

The Customer is responsible for any damage that Procurios might suffer as a result of a shortcoming by the User(s) following the obligations that are agreed upon in the Terms of Conditions.

18. Secrecy

18.1. Access to data by Procurios

Procurios accepts and acknowledges that in order to operate they will have access to sensitive data confidential information about the Customer and/or User(s).

18.2. Handling confidential information

Procurios commits itself not only during the agreement, but also after termination of an agreement to treat this information confidentially, all information regarding: business, services, products, business processes, customers, finance, administration, suppliers, management of the Customer that is considered confidential by the Customer and/or of which Procurios reasonably needs to know that this information has to be treated confidential.

18.3. Access to confidential information

Procurios commits itself to limit confidential information to its employees and contractors that require access in order to fulfil the agreement between the Customer and Procurios.

19. Force majeure

In case of Force Majeure, Procurios is not held accountable for the any obligations and possibly related liabilities.

The following is considered Force Majeure; nature related circumstances, lock-out or striking, fire, flooding, confiscation, embargo, general lack of supply, sickness, resignation and in general any other unforeseen circumstance that significantly disrupts the contractual balance, regardless if the force majeure is at Procurios or at one of it's suppliers or employees.

If the Force Majeure exceeds a period of 3 months, Procurios has the right to terminate the Agreement with the Customer, without the Customer being entitled to any compensations for damages.

20. Invalidity

Invalidity of one or more conditions in this agreement, does not affect the other valid conditions of this agreement. Both parties will replace the invalid condition(s) with (a) valid condition(s), that is close in nature to the invalid one(s).

21. Applicable law

These Terms and Conditions are controlled and interpreted in accordance with the Belgian law.

Every conflict that might occur from the realisation, execution, and/or interpretation from the current Agreement is part of the exclusive authority of the courts of the judicial jurisdiction Mechelen.