



FixForm Terms of Use

© FixForm BV - Version 5.0 – September 2026

FixForm BV ("Company," "we" or "us", and "our" to be construed accordingly) provides this service for reporting problems to our customers ("**Customers**") via software (the "**FixForm Platform**") (collectively, the "**Service**") subject to your compliance with the terms and conditions set forth in this agreement (the "**Agreement**"). This Agreement governs the relationship between the Company and you, the "**User**" with respect to your use of the FixForm Platform and the Service.

ACCESS TO THE FIXFORM PLATFORM

For problem reporting: QR Code or designated link. In order to access and use the FixForm Platform and Service to report a problem, you must scan the designated QR Code or access a designated link offered by a Customer and open the resulting hyperlink which leads you to the FixForm Platform. You will be required to indicate that you accept all of the terms and conditions of this Agreement. By continuing to use the FixForm Platform and Service, you confirm acceptance of the Agreement. If you do not accept the terms and conditions of this Agreement, you may not use the FixForm Platform and Service.

For problem management and/or solving: Fixform Account. In order to access and use the FixForm Platform and Service as an employee, agent, representative, subcontractor or any other User authorized by Customer to manage and solve problems reported by Users, you must create an account. You will be required to indicate that you accept all of the terms and conditions of this Agreement. By continuing to use the FixForm Platform and Service, you confirm acceptance of the Agreement. If you do not accept the terms and conditions of this Agreement, you may not use the FixForm Platform and Service.

USE OF THE FIXFORM PLATFORM

Problem reporting. After accessing the FixForm Platform via a QR Code or designated link, you may report one or more problems relating to the Customer's premises, by sending a clear description of the issue and (where possible) a clear photo or video (the "**Report**"). Format and size limitations regarding the Report may apply. After successfully submitting a Report to the FixForm Platform, you will have the option to submit your contact details to receive a status confirmation message from the Customer regarding the reported issue.

Problem management and solving. After creating an account for the FixForm Platform, you may manage and/or solve (the "**Follow-up**") one or more problems relating to the Customer's premises. You are jointly responsible for the security and confidentiality of Your use of the FixForm Platform. You are advised to keep Your communications with Us secure and not to communicate or disclose them to third parties. You are fully responsible for all activities conducted under Your name. You agree to notify Us immediately of any unauthorised use of the FixForm Platform and Services under Your name or any other breach of security. We will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

Relevant reporting and follow-up. You may not include in the Report or Follow-up communication any content that is in any way illegal or infringes someone else's rights, including intellectual property rights, privacy, and trade secrets, or which may cause prejudice to the Company or Customer, including malicious code or viruses or content which is not relevant to reporting of problems to the Customer's premises. We reserve the right to remove any content which is in breach with the Agreement and report such content to the authorities.



Accurate reporting and follow-up. You may only include information in the Report and Follow-up communication which you believe to be true, accurate and complete and limited to problems to the Customer's premises. You are solely responsible for the content included in the Report and follow-up communication.

Limited reporting and follow-up. You undertake to limit the content and number of Reports and Follow-up communication to what is necessary to inform the Customer of existing problems relating to the Customer's premises. Previous Reports by other Users may be displayed on the FixForm Platform and shall be taken into account to assess the need for a new Report.

Don'ts. Neither you nor a third Party shall under any circumstances:

- a) decompile, disassemble or reverse engineer the software, or attempt to reconstruct or discover in any way the source code, underlying ideas, algorithms, file formats or programming interfaces of the Service and the FixForm Platform;
- b) distribute, sell, rent, sublicense, lease, loan, distribute or otherwise transfer the Service and the FixForm Platform or any part thereof to any third party, except as expressly permitted under these Terms of Use;
- c) change, remove or make illegible any product identification, proprietary information, copyright notices, digital watermarks or other notices in or on the Service and the FixForm Platform;
- d) modify, adapt or change any part of the Service and the FixForm Platform, create a derivative work from any part of the Service and the FixForm Platform or integrate the Service and the FixForm Platform into or with other software, except as expressly permitted by Us in writing;
- e) Giving yourself unauthorised access to Our IT infrastructure or structure in order to access the Service and the FixForm Platform or use the Service and the FixForm Platform to carry out or promote illegal activities;
- f) use the Service and the FixForm Platform to generate unsolicited e-mail advertisements or spam;
- g) Use an automatic, electronic or manual high-volume process to access, search or collect information on the Service and the FixForm Platform (including but not limited to robots, spiders or scripts);
- h) impersonate another person or entity;
- i) intentionally distribute worms, Trojan horses, corrupt files or other destructive or fraudulent elements or use the Service for illegal, intrusive, infringing, defamatory or fraudulent purposes;
- j) remove or otherwise circumvent technical and other protective measures in the Service and the FixForm Platform.

Fair and reasonable use

(a) The Customer shall use the Services only for its own reasonable business purposes in connection with the reporting and management of problems concerning its infrastructure, and in a manner consistent with normal operational use of the Services.

(b) The Customer acknowledges that the Services are not intended to function as a general-purpose data storage, archiving or file distribution facility. The Customer shall not upload, store or generate a volume of Customer Data, reports, documents or files that is excessive or materially disproportionate to the Customer's Subscription Plan and to normal use of the Services for their intended purpose.

(c) Where FixForm reasonably considers that the Customer's use is excessive, disproportionate or otherwise inconsistent with this Article 4.5, or that such use adversely affects the stability, security, performance or availability of the Services for FixForm or any of its other customers, FixForm shall notify the Customer, and the Customer shall reduce its usage within a reasonable period specified by FixForm.

(d) If the Customer fails to bring its usage within the limits of this Article 4.5 within the period notified under Article 4.5(c), FixForm may, without liability and without prejudice to its other rights and remedies, apply reasonable technical restrictions to, throttle, suspend or limit the Customer's access to or use of the affected



part of the Services. FixForm shall limit any such measure to what is reasonably necessary and shall restore normal access once the excessive use has ceased.

LICENSE GRANT

License grant. Subject to the terms and conditions hereof, the Company grants to you a non-exclusive, non-transferable and non-sublicensable license to use the FixForm Platform. Use of the FixForm Platform shall be limited to the purpose(s) provided in the Agreement or as agreed by the Company. You shall have no right to copy the FixForm Platform in full or in part. You agree not to distribute, sell, sublicense or otherwise transfer copies of the FixForm Platform or Service or any portion thereof. You shall not be allowed to use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the FixForm Platform, Service or its contents

INTELLECTUAL PROPERTY

IP in content Report. By submitting the Report, you grant to the Company a non-exclusive, transferable and sub-licensable right to use the content thereof for the purpose of the Customer's problem management, as well as marketing relating to the FixForm Platform.

Liability. You shall be liable and hold the Company and the Customer harmless for any violation of third-party rights, including any intellectual property rights, privacy rights and trade secrets.

Company IP. You acknowledge and agree that the FixForm Platform is the property of the Company and/or its licensors and that title and full ownership rights in the FixForm Platform is reserved to and remains with the Company and/or its licensors. Except as expressly stated herein, this Agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks, or any other rights or licences in respect of the FixForm Platform or the Service. You agree not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for the FixForm Platform nor to communicate the FixForm Platform to the public, except to the extent applicable laws specifically prohibit such restrictions.

Feedback IP. You shall grant to FixForm a non-exclusive, royalty-free, worldwide, sublicensable and transferable license to use, copy, store, modify, transmit and display any content and ideas included in any feedback you provide regarding the Services and/or FixForm Platform.

MODIFICATIONS

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the FixForm Platform and/or Service, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content or data on or feature of the Service or the hours that the Service is available;
- Change the equipment, hardware or software required to use and access the FixForm Platform and/or Service.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on our website. Your continued use of our website, the FixForm Platform or the



Service after such notice will be deemed acceptance of such changes. We recommend that you return to our website periodically to ensure familiarity with the most current version of this Agreement.

NO WARRANTY

The Company does not warrant that the use of the FixForm Platform or Service will be uninterrupted or error-free; or that the FixForm Platform, Service or the information obtained by you through the Service will meet your requirements.

The Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the FixForm Platform and Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

PRIVACY

You understand that any information provided by you or collected by us in connection with your use of the FixForm Platform and the Service will be used in the manner described herein and pursuant to the terms and conditions of our Privacy Policy (available at our website).

CONFIDENTIALITY

Each party may be given access to Confidential Information from the other party or the Customer in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that is or becomes publicly known other than through any act or omission of the receiving party; was in the other party's lawful possession before the disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.

Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

LIABILITY

Except as expressly and specifically provided in this Agreement, you assume sole responsibility for results



obtained from the use of the FixForm Platform and Services. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by you in connection with the FixForm Platform or the Services, or any actions taken by the Company at your direction.

Nothing in this Agreement excludes the liability of the Company for death or personal injury caused by the Company's negligence; or for fraud or fraudulent misrepresentation or gross negligence.

The Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

In the event that you would make use of the FixForm Platform or Service in a way that breaches this Agreement, you will be liable for any damages resulting thereof. In such case, we reserve the right to terminate this Agreement and your use of the FixForm Platform and the Service and ban you from future use thereof.

INDEMNITY

You shall defend, indemnify and hold harmless FixForm against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services and/or FixForm Platform, including the content in your Report(s).

TERMINATION

General termination. Either party has the right to terminate this Agreement and the license granted hereunder upon 3 months' written notice to the other party. In the event that you are using the Services and/or FixForm Platform as an employee, agent or collaborator of our Customer, this clause shall be superseded by the relevant termination clauses under the agreement between FixForm and the Customer.

Default. The Company shall be entitled to immediately terminate this Agreement if you are in default of any obligation hereunder and if you become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, become subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.

MISSCELANEOUS PROVISIONS

Force Majeure. A party shall have no liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law



shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and remedies. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance. If any provision (or part of a provision) of this Agreement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Assignment. You shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

No partnership. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Governing law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Belgium.

Jurisdiction. Each party irrevocably agrees that the courts of Brussels shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).