

- EQUICTY Terms And Conditions – SAAS Agreement – Terms of Use

The EQUICTY SaaS Agreement is drafted in the English language. In the event of any inconsistency or in case of conflict, the English version will prevail as the leading version.

LATEST UPDATE 01/08/2025

EQUICTY is a digital platform that helps equestrian companies manage their operations in the cloud, including activities, horses, customers, staff, administration, expenses, and invoicing. The platform may also be extended with hardware solutions (e.g., Smart Stable Board, smart interactive touch screen) to enhance daily workflows and on-site communication.

This is an agreement between the User and / or natural or legal person on whose behalf the User that uses the software and services (hereinafter referred to as "Customer") and EQUICTY NV (hereinafter referred to as "EQUICTY") regarding the use of your online EQUICTY-account and other EQUICTY-Services.

EQUICTY can make changes at any time to this Agreement by publication on the EQUICTY website. By further using the services after the modification you declare that you agree to the modified Agreement.

CUSTOMER AND EQUICTY HAVE AGREED THE FOLLOWING;

Article 1 Definitions

A number of notions are handled in the Agreement, singular or plural, that start with a capital letter, and have the meaning of the italicized words as defined in this article.

1.1 *Availability*: the percentage of the time of the Service Window in which Customer can utilize the Functionality.

1.2 *Documentation*: the user manuals concerning the SAAS service and / or Functionality that will be placed at the Customer's disposal by EQUICTY via the knowledge base support.equicity.com.

1.3 *Functionality*: the user functions and possibilities of the computer programs that is at the bottom of SAAS service, whether subdivided in part functionalities and / or modules or not, as specified in the offer/purchase order.

1.4 *Deficiency*: the not, or not fully complying of the Functionality with the specifications as agreed upon.



- 1.5 *User*: a person that is counted to Customer who uses the Functionality.
- 1.6 *Maintenance Window*: the period in which the SAAS service does not have to be available and which is reserved for maintenance.
- 1.7 *Education*: service, consisting of the taking care of a form of transfer of knowledge, of which the target is to get Users acquainted with the Functionality that is to be delivered by EQUICTY and the training of the usage of it, so they can work in an adequate way for the benefit of their specific activities.
- 1.8 *Agreement*: present agreement.
- 1.9 *SAAS service*: service consisting of the making available of the Functionality on a distance via electronic way by EQUICTY, the service also includes Support and Documentations.
- 1.10 *Service Window*: the period, falling outside the Maintenance Window, in which the SAAS service needs to be available.
- 1.11 *Support*: the rendering of assistance and advice concerning the usage of Functionality, as well as the rendering of assistance with the tracking of causes, also including deficiencies, during Working hours by EQUICTY, by email (support@equicty.com) and / or by means of a website or helpdesk, that interfere with the unhindered usage of Functionality and / or SAAS service and the solving of these problems.
- 1.12 *Working days*: Monday up to and including Friday with the exception of public holidays.
- 1.13 *Working hours*: hours on Working days between 09:00 AM and 05:00 PM CET.

Article 2 Cooperation

- 2.1 EQUICTY will attempt keeping as many dates, periods etc. as agreed upon. Nevertheless, all dates and periods and such are indicated to the best of knowledge and exceeding these dates and / or periods is never fatal.
- 2.2 If EQUICTY spots that the Customer does not do his best sufficiently, she will inform this Customer about this in writing.
- 2.3 In case of Customer being negligent in providing information which is necessary for the execution of the Agreement, including the information of which Customer can suspect being necessary for the execution, the EQUICTY is not committed to perform at his best ability for the duration of this negligence.
- 2.4 Customers are committed to take care of the largest possible carefulness with the execution of the Agreement.



Article 3 – Customer Commitments and Acceptable Use

3.1 The Customer agrees to use the EQUICTY platform and any associated features, including AI-powered tools and APIs, in accordance with applicable laws, this Agreement, and any accompanying documentation.

3.2 The Customer may not use the Service in any manner that:

- Violates laws or regulations, including but not limited to those governing privacy, data protection, or intellectual property;
- Harasses, threatens, discriminates, defames, or abuses any individual or group;
- Uploads or shares illegal, violent, sexually explicit, or otherwise harmful content;
- Involves the transmission of malware, spyware, or unauthorized scripts;
- Attempts to interfere with or disrupt the performance or security of the platform.

3.3 The Customer agrees not to:

- Upload or transmit sensitive personal data (including health, financial, or biometric data) unless such processing is explicitly supported and securely configured;
- Use AI-based features to generate or spread misinformation, spam, or content that may be misleading or harmful;
- Misuse API access or extract data beyond agreed usage limits;
- Reverse-engineer or replicate EQUICTY services without permission.

3.4 EQUICTY reserves the right to suspend or terminate Customer access, without prior notice, in the event of a breach of this Article or in cases of behavior that risks platform stability, legal exposure, or harm to other users.

Article 4 – Free Trial Use

4.1 EQUICTY may offer free trial access to the Platform for a limited period, currently set at twenty-one (21) calendar days, unless otherwise agreed in writing.

4.2 During the trial period, the Customer may explore the functionality of the Platform without any payment obligation. No credit card or payment method is required to initiate a trial.

4.3 The trial will automatically expire at the end of the period unless the Customer activates a paid subscription. Activation may occur at any point during or after the trial, subject to the applicable commercial conditions communicated by EQUICTY.

4.4 At the Customer's written request, and with valid justification, EQUICTY may choose to



extend the trial period on a case-by-case basis. Such extensions are not guaranteed and are at the sole discretion of EQUICTY.

4.5 Data entered or generated during the trial will be retained for the purpose of enabling a smooth transition to a paid subscription. Inactive trial accounts may still receive follow-up communications during or after the trial period to support onboarding, training, or potential reactivation.

4.6 All data provided during trial registration is subject to EQUICTY's Privacy Policy, available at: <https://www.equicity.com/privacy-policy/privacy/>. The Customer agrees to receive relevant communications during the trial period as part of the lead nurturing process.

4.7 EQUICTY reserves the right to suspend, limit, or terminate a trial account at any time in the event of suspected abuse, unauthorized use, or violation of this Agreement.

Article 5 Intellectual ownership rights

5.1 EQUICTY guarantees that she has all the needed rights for granting SAAS service, under which all rights with regard to the underlying computer programs.

5.2 The intellectual ownership rights, under which also data bank rights and / or copyrights, will fully rest with EQUICTY and her suppliers. Subject to the intellectual ownership rights on data which Customer herself builds up by means of the SAAS service, the intellectual ownership rights with regard to these data will rest with Customer.

5.3 EQUICTY is a trademark of EQUICTY NV. You agree not to use them in any way without permission from EQUICTY. Customer agrees that, with any use of the SAAS service, the name, trademark and logo of EQUICTY and/or its suppliers (such as e.g. the HorseTelex database, Hippomundo database) shall be clearly visible and that Customer shall refrain from altering or removing any such notices from the products and services. EQUICTY has the right to periodically verify if Customer respects the intellectual property rights of EQUICTY and/or its suppliers during its use of the SAAS-service, and to immediately terminate this Agreement in case any infringement of these rights is established, without prejudice to the right of EQUICTY to claim compensation of any damages incurred by EQUICTY directly or vis-à-vis its suppliers.

Article 6 SAAS service

6.1 EQUICTY strives for an as much as possible Availability of the SAAS service however EQUICTY cannot guarantee that the SAAS services and the website are constantly available; virus-free, timely or will be completely safe; the information provided by the service is complete, true, accurate or non-misleading.

6.2 EQUICTY will strive for a start and finish of the activities that need to be executed without unnecessary delay, this with regard to an appeal that the Customer made on Support, also including handling of questions of Users and solving Deficiencies.



6.3 The consideration of a Deficiency only takes place if and as far as this Deficiency is either demonstrable or reproducible. If and as far as the time of solving a Deficiency takes up or is suspected to take up, is of such extent that it is suspected that the Availability of the Functionality will be affected, the EQUICTY will try to provide a temporary, sufficient solution.

6.4 Deficiencies in Availability which are caused by:

a. improper use by the User;

b. the working with equipment and / or (browser)programs which do not comply to the specifications the EQUICTY approved in advance;

will never fall inside the scope of the Agreement. Only on the basis of a written order confirmation of Customer, EQUICTY will repair such possible meant Deficiencies, this for then current tariffs of her.

6.5 EQUICTY can, in the case of Users not have adequate knowledge of the Functionalities and / or the SAAS service, demand from Customer that these Educations are purchased from EQUICTY in order to bring the knowledge of the Users to such level that they do not make a disproportionate appeal to Support, as well as Users will acquire knowledge otherwise. EQUICTY will find the fairness of this demand based upon her (Support) history. If Customer does not answer, EQUICTY has the right to suspend her obligations concerning Support until the knowledge of Users is brought to sufficient level, without the Customer being entitled to refund of already paid amounts or any compensation.

6.6 EQUICTY determines independently and without consultation of Customer the version policy and takes care of the most recent Functionality being available for Customer, if and as far as possible.

6.7 EQUICTY will consult Customer preceding the implementation of updates and / or other changes of the Functionality, if these are expected to bring along a loss of the performance abilities of the SAAS service and / or loss of Functionality and / or a reduced Availability.

6.8 The determination of article 6.7 is not applicable in the case where concerned updates need to be executed for security and safety reasons.

6.9 Customer agrees that EQUICTY may use the data which are collected and processed through Customer's use of the SAAS service for the purposes of performing this Agreement as well as to improve and develop its products and services, aggregate general statistics and develop reports, perform data analysis, and develop anonymized and aggregated reports and data sets regarding the foregoing for current and future uses by EQUICTY. All algorithms, insights, information, and inventions derived from this data will be owned by EQUICTY and considered proprietary rights of EQUICTY. This includes anonymized usage data generated through interactions with AI-based functionalities, provided that such processing complies with applicable privacy and data protection laws.



Article 7 – Third-Party Integrations

- 7.1 EQUICTY may offer integrations with third-party services or data sources, such as HorseTelex, Hippomundo, or others (“External Services”), to enhance platform functionality.
- 7.2 Access to External Services may be subject to separate terms and conditions imposed by the respective providers. The Customer is responsible for reviewing and complying with those terms when enabling such integrations.
- 7.3 EQUICTY does not guarantee the availability, accuracy, or completeness of data obtained from External Services and is not liable for any disruptions, inaccuracies, or changes in service imposed by these third parties.
- 7.4 All intellectual property rights in data provided by External Services remain with the respective providers. The Customer may not reproduce, distribute, or misuse such data beyond the scope allowed by those providers.
- 7.5 EQUICTY is not responsible for any personal data the Customer imports or synchronizes from External Services and assumes the Customer has obtained appropriate legal basis to process such data.
- 7.6 External integrations may be subject to technical limits or require additional activation, configuration, or licensing fees. These will be specified in the Customer’s quote where applicable.

Article 8 – API Access (Paid Add-On)

- 8.1 EQUICTY offers access to its public Application Programming Interface (“API”) as an optional paid add-on, subject to a separate subscription fee and commercial agreement.
- 8.2 API access is not included by default in the standard SAAS subscription and must be explicitly purchased by the Customer. The scope of access, pricing, and usage volume will be detailed in the corresponding quotation or order form.
- 8.3 Upon purchase, the Customer is granted a non-exclusive, non-transferable, revocable license to use the API solely for integration with their internal systems or approved third-party tools, in accordance with EQUICTY’s API documentation.
- 8.4 EQUICTY may impose usage limits (e.g., rate limiting or monthly call volumes), update API endpoints, or discontinue the API with reasonable notice. The Customer is responsible for keeping its integration up to date.
- 8.5 API access credentials (keys or tokens) must be kept secure. The Customer is liable for all usage under its credentials. Misuse or security breaches may result in immediate suspension of access without refund.
- 8.6 The Customer may not use the API to:



- Exceed usage or licensing limits
- Extract data in bulk for resale or duplication
- Reverse-engineer or replicate EQUICTY services
- Harm platform stability or security

8.7 API access is provided “as is,” without guarantee of uninterrupted availability or technical support, unless otherwise agreed in a Service Level Agreement (SLA).

8.8 All data accessed or transmitted via the API is subject to EQUICTY’s Privacy Policy and applicable data protection regulations.

Article 9 Educations

9.1 EQUICTY can provide Users and / or other staff of Customer with adequate Education on behalf of the usage of the Functionality.

9.2 EQUICTY sticks to the teachers having sufficient knowledge of the subject and sufficient didactical skills to give the Educations properly.

9.3 EQUICTY provides every student with adequate course material for own usage. The copyrights on the course material rests with the EQUICTY. Customers are not authorized to copy and / or publish the course material unless this is for one’s own use.

9.4 Cancellation and / or move of the Education(s) by Customer can only take place 7 working days before the planned date of Education. The cancellation of the Education(s) brings along that the consent costs for this Education(s) are fully indebted by Customer.

Article 10 – AI-Based Functionalities

10.1 EQUICTY may offer functionalities powered by artificial intelligence (“AI”), including but not limited to an AI-powered chatbot, designed to assist Users with platform-related inquiries and actions.

10.2 These AI features generate automated responses based on user input and may not always be accurate, complete, or up to date. They are provided for informational purposes only and are not a substitute for professional advice or human judgment.

10.3 By using AI-based functionalities within EQUICTY, the Customer acknowledges that the input provided may be processed by third-party services (e.g., cloud-based language models), hosted within the European Union, and that EQUICTY has taken reasonable measures to ensure such processing complies with applicable data protection laws.

10.4 The AI functionality does not access Customer account data unless explicitly provided by



the User during a session. No automated decision-making is performed that produces legal or similarly significant effects.

10.5 EQUICTY may store anonymized or aggregated logs of interactions with AI features for service improvement purposes, unless the system is configured for zero-data-retention.

10.6 The Customer is responsible for ensuring that Users are informed of the limitations of AI features and are instructed not to share sensitive personal data (such as health or financial information) via the chatbot.

10.7 Additional information about the use, limitations, and data handling related to AI functionalities is available in the AI Usage Policy at:
<https://www.equicity.com/ai-policy/>

Article 11 – Hardware Supply Terms

11.1 Scope

These terms apply when EQUICTY supplies physical hardware (e.g., Smart Stable Boards or similar equipment) in conjunction with or separately from the SAAS service.

11.2 Offers and Orders

Quotations are valid for 30 days unless otherwise specified. Orders are only binding upon written acceptance by EQUICTY. Pricing and delivery times are indicative and may adjust based on customer specifications or changes in scope.

11.3 Delivery and Risk

Unless otherwise agreed, delivery is Ex Works (EXW). Risk passes to the Customer upon shipment. Shipping costs, import duties, and insurance are borne by the Customer.

11.4 Complaints

The Customer must report any visible damage, shortage, or non-conformity within three (3) business days of delivery, supported by appropriate documentation (photos, reports).

11.5 Installation

Unless explicitly included in the quotation, hardware does not include installation or setup. EQUICTY may offer installation services upon request.

11.6 Warranty

A 12-month warranty applies from delivery date, covering material or manufacturing defects under normal use. Warranty does not apply in cases of misuse, unauthorized modifications, or damage caused by external factors (e.g., lightning, water, power surges). Replaced parts remain property of EQUICTY.

11.7 Limitation of Liability



EQUICTY's liability is limited to repair, replacement, or refund of the hardware purchase price. EQUICTY is not liable for indirect damages such as lost income, business interruption, or third-party claims.

11.8 Intellectual Property

All technical documentation, firmware, and embedded software remain the intellectual property of EQUICTY and/or its suppliers. The Customer may not reproduce, distribute, or share these without prior written consent.

11.9 Payment

Hardware must be paid in full prior to shipment or delivery. EQUICTY will issue a pro forma invoice upon order confirmation. Only after full payment is received will the goods be prepared for dispatch.

Late payments on other due amounts (e.g., if partial SaaS or services are also invoiced) are subject to interest of 12% annually and a flat administrative fee of 15% of the outstanding amount (minimum €100).

11.10 Retention of Title

Hardware remains property of EQUICTY until full payment is received. In case of non-payment, EQUICTY reserves the right to reclaim the goods.

11.11 Legal Applicability

These hardware terms are subject to the same governing law and jurisdiction provisions as defined in this agreement.

Article 12 Pricing, invoicing, payment, renewal, cancellation and refund

12.1 The customer must be of legal age to enter into this binding agreement before accepting the terms of use. If the customer does not accept these terms, he may not use our services. By using the EQUICTY website ([equicity.com](https://www.equicity.com)) or other EQUICTY services, the customer declares that he has read and agreed to the following terms of use. The customer may also have accepted this agreement by signing the offer or by paying the invoiced services.

12.2 Pricing Structure: The pricing for the services provided by EQUICTY is detailed on our pricing page available at <https://www.equicity.com/pricing/>. This page outlines the subscription-based model with plans incorporating tiers determined by the amount of horses and combined with add-on functionalities required by the Customer.

Customers are encouraged to review the pricing tiers on the aforementioned page. In the event that specific pricing for their unique needs is not displayed, the Client may contact our sales department at sales@equicity.com to request a customized quote tailored to their requirements.

Our subscription model entails automatic renewal at the end of each billing period, which can be on a quarterly or yearly basis, depending on the choice



made by the Customer. Details of these subscription terms and auto-renewal policies are provided within the terms of service and billing communications. For information on the free trial and transition to paid plans, see Article 4.

12.3 Service Modifications and Pricing Changes: EQUICTY reserves the right to modify service fees or pricing upon providing at least 30 days' written notice to the Client. Such modifications may include indexing the pricing based on the Belgian consumption indexation. The Belgian consumption-index may be utilized to adjust the pricing of the services provided by EQUICTY. This indexing may be applied periodically and is subject to the relevant Belgian indexation measures, allowing for adjustments in accordance with economic fluctuations or changes in operational costs.

EQUICTY commits to providing clear and transparent communication regarding any adjustments made due to Belgian indexation, ensuring that Customers are informed of the reasons and calculations behind such pricing modifications.

Please note that any modifications in pricing due to Belgian indexation will be made in compliance with applicable laws and regulations, and the EQUICTY will provide reasonable advance notice to the Client regarding such changes.

Price changes that are a consequence of substantial expansions of the Functionality will be directly invoiced and indebted at once.

12.4 Invoicing Terms: Invoices for the services rendered will be generated automatically based on the chosen subscription charging model—either quarterly or yearly charged services—outlined by the Customer during the initial setup or subsequent subscription modifications. Each billing cycle will result in an automatic invoice generated and sent to the Customer designated billing contact. These invoices will detail the services provided, the chosen subscription tier, applicable taxes, and payment due date.

In the case of quarterly subscriptions, invoices will be issued every three months in advance, while yearly subscriptions will result in an annual invoice issued in advance for the entire subscription period.

Customers are responsible for ensuring that billing information, including preferred payment methods and contact details, is accurate and up-to-date to facilitate timely invoicing and payment processing.

The terms and specifics of invoicing may be subject to further details outlined in the subscription agreement or as communicated through official billing correspondence.

12.5 Invoice Contents: Invoices will include a breakdown of charges for the services utilized during the billing period, including any additional charges or fees incurred. Payment terms, including the due date, will be prominently displayed on each invoice.



12.6 Payment Terms: Customers are encouraged to make payments conveniently through our preferred online payment methods. The available online payment methods include:

- a. Credit Card: Customers may choose to securely pay via credit card, offering a convenient and instant payment option.
- b. Direct Debit (SEPA): Another preferred method is direct debit (SEPA), providing a seamless and automated payment process for Customers within the SEPA region.

For exceptional cases where online payment methods are not viable or feasible, such as specific regulatory restrictions or other valid reasons, Clients may request approval for offline payments via direct wire transfer. Requests for offline payments should be directed to our sales department at sales@equicity.com. The approval for offline payments will be evaluated on a case-by-case basis.

All payments are Due Upon Receipt of the invoice. Customers are responsible for ensuring timely payment upon receipt of the invoice to avoid any potential disruptions or late payment penalties as outlined in the agreement. The terms and conditions for offline payments, if approved, will be communicated upon authorization of such requests.

The Customers agree to make payments using the payment method specified in the invoice. Accepted payment methods include credit card, direct bank transfer, or any other method agreed upon by both parties. All payments shall be made in EURO unless otherwise agreed upon.



12.7 Late Payments and dunning process: In the event that payment for the subscription renewal is not received by the due date, the invoice will enter a dunning process for a period of 14 days. During this dunning period, the account will remain active.

We will initiate three consecutive payment collection attempts on days 4, 9, and 14 following the due date. If any of these attempts result in successful payment, access to the system will be temporarily restricted until the payment issue is resolved.

However, if payment remains outstanding after the 14-day dunning period, EQUICTY reserves the right to transfer the unpaid invoice to one of our debt collection partners ("inkasso partners") to facilitate the settlement of the outstanding payment. Please note that the invoice will continue to remain due and payable.

It's important to highlight that this agreement does not specify a specific late payment fee. In the event of involvement with the collection partner, any additional fees or charges incurred due to late payment, as well as the collection partner's fees, will be the responsibility of the debtor (Customer) and will be subject to the terms and conditions of the collection partner's agreement.

The dunning process, subsequent payment collection attempts, involvement of collection partners, and any actions taken thereafter are subject to the terms and conditions outlined in the agreement between EQUICTY and the Customer.

12.8 Automatic Renewal and Payment: As our services are on a subscription basis, it will automatically renew at the end of the billing cycle unless the Customer provides written notice of cancellation at least 30 days before the renewal date. Renewal fees will be charged automatically using the payment method on file unless otherwise agreed upon.

12.9 Tax Responsibilities: The Customer shall be responsible for any applicable taxes, duties, or other governmental charges arising from the use of the services provided under this agreement, unless otherwise specified in writing and agreed upon by both parties.

12.10 Additional Charges: EQUICTY reserves the right to apply additional charges for any services requested by the Customer that fall outside the scope of the agreed-upon services. Such additional charges will be communicated to the Customer in writing and agreed upon before implementation.

12.11 Refund Policy: EQUICTY operates on a non-refundable subscription model. Once a subscription has been renewed and payment has been processed, no refunds will be issued for the current or upcoming subscription term. If the Customer chooses to cancel their subscription during an active billing period, the service will remain available until the end of the paid subscription term. No partial refunds or credits will be granted for unused time. By renewing a subscription, the Customer acknowledges and accepts that the subscription fee is non-refundable, regardless



of future cancellation.

12.12 Cancellation Policy: The Customer may cancel the services by providing written notice by email (sales@equicty.com) to EQUICTY at least 30 days before the desired cancellation date. In case of cancellation, any prepaid fees for unused services will not be refunded to the Customer and the Service will continue to be available and accessible until the end of the active subscription period.

In case of cancellation of the SaaS service of the SAAS service(s) by email, Customer should consult EQUICTY regarding the transfer of data, the service and / or other managing measures required for an undisturbed continuation of the use by User of her data and / or SAAS service(s).

Article 13 Guarantees

13.1 EQUICTY guarantees that the service with regard to the SAAS service will be executed in a skilled way.

13.2 EQUICTY guarantees the Availability in conformity with Agreement up to and including her infrastructure. EQUICTY is not responsible for the telecommunication connections from her infrastructure, also including the telecommunication connections from Customer as referred as referred to in Customer's own telecommunication arrangements.

13.3 Data which, during the performance of the SAAS service, are supplied by EQUICTY and/or its suppliers (such as e.g. data from the HorseTelex database or any other data provider) are provided on an "as is" basis only, without any warranty of correctness, completeness, availability or fitness for any specific purpose. It is Customer's duty to examine any data which is relevant to his particular service. Customers shall promptly inform EQUICTY in writing of any potential error or inaccuracies in the relevant data.

Article 14 Liability

14.1 The Party that has accountable shortcomings in the fulfilling of her obligation(s) is liable for compensation of the suffered damage, as well as the to be suffered damage, of the other Party with the exception of the limitations in this article opposite the other Party.

14.2 Liability of the EQUICTY due to accountable shortcoming in the fulfilling of the Agreement is fully excluded, with the exception of intention and gross negligence.

14.3 If and as far as the limitation of preceding subsection is not possible by right, the total liability of EQUICTY on account of accountable shortcomings in the fulfilling of the Agreement, limited to a compensation of direct financial loss with a maximum of the amount EQUICTY received from Customer (excluding VAT and other charges set by the government) over three (3) or twelve (12) Months depending on the billing cycle, directly preceding the month in which the incident occurred that caused the



damage. With direct financial loss is exclusively referred to:

- a. rational costs that Customer should make in order to make the performance of EQUICTY answer to the Agreement; these costs will nonetheless not be compensated if the Agreement is or will be dissolved by or demand of Customer.
- b. rational costs that the Customer made for being forced to keep his old system or systems and with its connected facilities operational;
- c. rational costs, made for determining the cause and the size of the damage, as far as the determination refers to direct financial loss for the purpose of these conditions;
- d. rational costs, made for prevention or limitation of damage, as far as Customer proves that these costs have led to limitation of direct damage for the purpose of these conditions.

14.4 Liability for damage, different than stated in the preceding subsection, is excluded.

14.5 The previously mentioned limitations to liability will expire:

- a. in case of claims on compensation as a consequence of death or physical injury;
- b. if deliberate or gross negligence comes up at the side of the damage causing Party, under which included its employees and called in third parties.

14.6 The liability of a Party on account of shortcoming of the Agreement will only come into being after the negligent Party is put into default, unless fulfillment of the concerning obligations is already permanently impossible, in which case the negligent Party is immediately in default. The notice of default will occur in writing, in which the negligent party is granted a fair period to still fulfill his obligations.

Article 15 Force majeure

15.1 In case of force majeure the fulfillment of the Agreement and all its connected obligation(s) will be entirely or partially suspended for the duration of the force majeure, without Parties are kept to any compensation back and forth on the matter. A Party can only call upon force majeure towards the other Party if the Party that called upon the force majeure will notify the other Party in writing about this call as soon as possible, with submitting of proof.

15.2 If a Party has shortcomings of any obligations resulting from the Agreement due to force majeure, the other Party can, if it is certain that fulfilling would be permanently impossible, as well as if a period of more than Thirty (30) Working days has expired, dissolve the Agreement entirely or partially with immediate acceptance out of court, by means of a letter by registered post with message of receipt, without Parties are kept to any compensation back and forth. Which is already performed by EQUICTY, Customer will pay at once.

Article 16 Confidentiality and security

16.1 Both Parties will take care of strict confidentiality about the information of each other's organization, the functioning of the files, Functionality, the SAAS service etc. Except for preceding written authorization of the other Party, a Party will place



information, data carriers and data that is placed at her disposal, at the disposal of a third party and will only inform her employees as far as this is necessary for executing the activities that are agreed upon. Parties will compel their employees to comply with these confidentiality stipulations.

16.2 With regard to data coming from the other Party, which rests or is provided to a Party in what shape or on which information carrier so ever, a Party is committed to:

- a. takes care of all fair measures for a safe storage;
- b. not use the data for any other than the goal that is agreed upon;
- c. not preserve the data longer than needed for fair execution of the obligations that are agreed upon and to place these data, including made copies, at the other Party's disposal, as well as destroying them after received authorization of other Party;
- d. only let the obligations that are agreed upon executed by persons of which the Party, on which the obligation rests, thinks that they are trustworthy;
- e. cooperates with executing surveillance by or on behalf of the other Party on preserving and usage of data.
- f. In the case of AI-based features, the Customer acknowledges that data voluntarily provided during interactions may be processed by third-party AI providers solely for the purpose of delivering the requested functionality, in accordance with EQUICTY's Privacy Policy and applicable law.

16.3 Each of the Parties takes care of committing all employees and / or third parties that are connected to the activities to confidentiality with regard to all that is stated in this article.

Article 17 Transfer of rights and duties

17.1 Customer is not authorized to transfer the rights and duties from Agreement to a third party without written consent of EQUICTY.

17.2 EQUICTY is authorized to transfer rights and duties originating from the Agreement at all times.

17.3 EQUICTY is authorized to use the services of third parties with the execution of the Agreement, either in subcontracting or either in temporary engagement of employees. This authorization of EQUICTY leaves her responsibility and liability unimpaired for the fulfillment of the obligations pursuant to the Agreement and the resting obligations of her as an employer and / or main contractor.

Article 18 Applicable law and disputes

18.1 This Agreement and all other agreements arising from this are subjected to Belgian legislation.

18.2 In case of a dispute, the party taking the initiative informs the other Party in writing with the dispute that came up, as well as a brief statement of which is the dispute according to that Party. All disputes which could occur as a result or as a



consequence of the Agreement will be presented to the competent judge in the district where EQUICTY has its office.

18.3 The in article 14.2 determined leaves unimpaired the obligation of both Parties to make supreme effort to solve disputes connected to the Agreement, as much as possible by mutual agreement.

Article 19 General stipulations

19.1 Verbal statements, promises or agreements connected to the execution of the Agreement have no legal effect unless these are confirmed in writing by the concerned Party.

19.2 In the cases which the Agreement does not foresee, as well as change of the Agreement is necessary, parties will deliberate about this. Changes and / or supplements are only valid as far as these are agreed upon in writing.

19.3 The neglecting to demand from any stipulation within a mentioned term of the Agreement, does not affect the right to still demand fulfillment, unless this Party expressly and in writing agreed upon the not-fulfillment.

19.4 If in these conditions is stated that a notification can be done in writing, then this notification can also take place in a digital way, which means by fax or e-mail, unless the context evidently states that this is referred to in writing. Nonetheless, the Party that chooses to use an electronic medium carries the risk of proof if a notification is not received according to the other Party.

19.5 If one of the stipulations of the Agreement is voided or destroyed, the other stipulations of the Agreement will remain effective and Parties will deliberate to agree upon a replacing stipulation.

Article 20 – Additional Terms

By using the EQUICTY platform, the Customer agrees to be bound by this SaaS Agreement, as well as EQUICTY's Privacy Policy (<https://www.equicity.com/privacy-policy/privacy/>) and AI Usage Policy (<https://www.equicity.com/ai-policy/>), which form an integral part of the terms governing the use of the service.

Article 21 Company Information

EQUICTY NV
Holstraat 87 bus 11
B-8790 Waregem (Belgium)
BE 0642.995.182
hello@equicity.com

If you have questions or remarks around this SaaS Agreement, contact us with



hello@equicity.com.

****Version Notice****

This version of the Agreement was last updated on 01/08/2025 and supersedes all prior versions.

Any continued use of the EQUICTY platform after this date constitutes acceptance of the updated Agreement.



