

General terms and conditions

Definitions and scope

The general terms and conditions for the provision of services, hereinafter referred to as the "general terms and conditions", apply to all orders placed with Phished BV, having its registered office at Bondgenotenlaan 138, 3000 Leuven, registered in the Crossroads Bank for Enterprises under number BE0735908019, hereinafter referred to as the "service provider".

The present general terms and conditions constitute the agreement binding the service provider and the customer, they are hereinafter collectively referred to as the "parties".

The "customer" is any natural or legal person ordering services from the service provider.

The "consumer" is the customer, a natural person, who is acting for purposes which are outside his trade, business, craft or profession.

The present general terms and conditions are the only ones applicable between the parties.

These exclude the customer's general or special terms and conditions which the service provider has not expressly accepted in writing. The general terms and conditions can be consulted freely at any time on the service provider's website: <https://phished.io>, so that when placing an order, the customer must declare that he is familiar with the general terms and conditions and confirm that he accepts the rights and obligations arising therefrom.

The service provider reserves the right to change these general terms and conditions at any time, with prior notice and approval of the customer.

Versions

1. Current version – Version 2: 03/11/2020

- a. Dutch
- b. English

2. Archived version – Version 1

- a. [English](#)

Offers and orders

To place an order, the customer chooses the service(s) he wishes to order by browsing the service provider's website, fills in the requested data, checks the accuracy of the order and then makes the payment.

After the service provider has received confirmation of payment from the bank, he will send the customer a summary of his order. This summary shall include the order number, the services ordered and their price, the present general terms and conditions or a link to these terms and conditions, as well as an indication of the probable date of delivery or execution of the order.

The service provider reserves the right to suspend, cancel or refuse the customer's order, in particular if the data communicated by the customer proves to be manifestly incorrect or incomplete or if there is a dispute regarding the payment of a previous order.

In the event of cancellation of the order by the customer, for whatever reason and barring force majeure, after it has been accepted by the service provider, a sum equal to 50% of the price of the order shall be acquired by the service provider and invoiced to the customer by way of damages and interest.

Price

The price of the products and / or services is shown in pounds (GBP), taxes not included.

Any increase in VAT (Value Added Tax) or any new tax imposed between the time of the order and its execution will be automatically charged to the customer.

Any delivery costs are not included in the price displayed, but are calculated separately during the ordering procedure, according to the method and place of delivery, as well as according to the number of services ordered.

Terms

The default term of an agreement is for one year with exceptions for free trials and multi-year agreements. The term is specified in writing in all quotes. In the event of doubt, the term of the quote or digital communication by Phished will be applicable.

Unless explicitly accepted otherwise in writing by the service provider, the terms of delivery and/or execution mentioned in the general terms and conditions are not expiry terms. The service provider cannot be held liable, unless it concerns a significant delay due to his gross negligence.

The customer cannot invoke the terms of delivery and execution to terminate the agreement, cannot claim damages or interest, and cannot, unless explicitly accepted otherwise in writing by the service provider, assert any other claim.

Right of withdrawal*

In accordance with Article VI.47 of the Economic Law Code, the consumer who orders the distance services from the service provider has a period of 14 calendar days from the day of the conclusion of the contract, i.e. the day on which the consumer receives a summary of his order by e-mail.

If this period expires on a Saturday, Sunday or public holiday, it shall be extended to the next working day.

The consumer can indicate his wish to withdraw from the purchase via a withdrawal form posted online on the service provider's website, via a form sent with the order form or available on the website of the Federal Public Service Economy, SMEs, Self-employed and Energy: economie.fgov.be, or via a declaration that the wish to withdraw from the contract is indisputable.

The service provider will refund the amount paid by the client as soon as possible, and at the latest within 14 days.

The consumer who expressly accepts that the service ordered has already been performed before the expiry of the 14 day period and who acknowledges that this performance leads to the loss of this right of withdrawal, will no longer be able to exercise this right of withdrawal in accordance with Article VI.53 of the Economic Law Code.

The consumer will also not be able to exercise his right of withdrawal if he is in one of the other exceptions provided for in Article VI.53 of the Economic Law Code.

* Caution: This article is only applicable for end-consumers, not registered businesses.

Cancellation of the order

The customer who does not meet the conditions for exercising the right of withdrawal described in the previous clause of these general terms and conditions and who wishes to cancel his order must inform the service provider, who will in turn inform the customer of the procedure to be followed.

Any advance payment made by the customer to the service provider shall not be refunded to the customer. If no advance payment has been made by the customer, the service provider shall be entitled to demand a cancellation fee from the customer amounting to 30% of the price of the services that were part of the order cancelled by the customer.

Execution of the order

The order will be executed on the date the parties agreed on.

Receipt of the order and complaints

Any complaints relating to the services provided by the service provider must be made in writing, within 10 working days after the event giving rise to the complaint has occurred. Failing to submit the complaint in the aforementioned manner and within the stipulated period, the complaint will



If a complaint turns out to be well-founded, the service provider has the choice between replacing the services in question or refunding the price of these services.

Intellectual property rights

The information, logos, drawings, brands, models, slogans, house style, etc. accessible via the website or the catalogue of the service provider are protected by intellectual property rights.

Subject to prior and express stipulation to the contrary, the client is not permitted to modify, reproduce, rent, lend, sell, distribute or create derivative works based on all or part of the elements depicted on the website or in the service provider's catalogue.

Unless expressly agreed otherwise, the agreed price shall under no circumstances constitute a transfer of intellectual property rights and/or industrial rights in any way whatsoever.

Guarantees with regard to the services provided

The service provider undertakes to perform the services with due diligence.

The client has a guarantee of conformity with regard to the services initially requested. If a deviation is established within this period, the service provider will remedy this deviation free of charge and as soon as possible, subject to the proviso that these established deviations will be made known as such to the service provider. Are expressly excluded from the guarantee of conformity: the services requested as a result of an unauthorized intervention or modification, as a result of misuse or non-compliant use by the customer, or still, as a result of a deviation created by the intervention of the customer or a third party.

The service provider declares that the result of the services provided, which would be protected by intellectual property rights, constitute original creations. If the service provider would have called upon third parties to provide all or part of these services, he declares to have obtained all the necessary rights and consents for the execution of these services.

Consequently, the service provider shall indemnify the client against any claim, allegation, indication or opposition by any person who invokes an intellectual or industrial property right in respect of all or part of the services provided, or who commits an act of unfair competition.

Liability

General. The customer acknowledges and accepts that all obligations to which the service provider is bound must be expressly stated and that he is not liable, except in case of fraud or gross negligence. In the event that the customer proves the existence of gross negligence or fraud on the part of the service provider, the damage to which the customer can claim is limited to the material damage directly resulting from the fault imputed to the service provider, to the exclusion of all other damage. In any case, this damage may not exceed 100% (excluding taxes) of the amount actually paid by the customer in execution of the order.

The customer also acknowledges that the service provider shall not be liable for any direct or indirect damage caused by the services provided, such as, among others, loss of income, increase in overheads, loss of customers, etc.

The service provider shall not be responsible if incorrect data has been transmitted by the customer, or if an order is placed by a third party in the name of the customer.

Miscellaneous provisions

The service provider cannot be held contractually or extra-contractually liable in the event of temporary or permanent non-execution of his obligations, if this non-execution is due to a case of force majeure or coincidence.

Are considered in particular as cases of force majeure or unforeseeable circumstances:

- 1) the loss or destruction, in whole or in part, of the service provider's computer system or of its database, if one of these events cannot reasonably be attributed directly to the service provider and if it cannot be demonstrated that the service provider has failed to take all reasonable measures to avoid these events,
- 2) earthquakes,
- 3) fire,
- 4) floods,
- 5) epidemics,
- 6) acts of war or terrorism,
- (7) strikes, whether notice is given or not,
- 8) lock-outs,
- 9) blockages,
- 10) uprisings and riots,
- 11) A suspension of utilities (such as electricity),
- (12) a deficiency in the Internet connection or in the databases,
- (13) a deficiency in telecommunications networks,
- (14) a loss of connection to the Internet connection or to the telecommunications networks on which the service provider depends,
- (15) a fact or a decision of a third party which affects the proper performance of this agreement ,
- (16) any other cause beyond the reasonable control of the service provider.

Unforeseeability. If, as a result of circumstances beyond the control of the service provider, the latter is no longer able to meet his obligations or if the execution of these obligations has become more expensive or more difficult, the customer and the service provider undertake to renegotiate the contractual conditions in good faith and in good faith within a reasonable period of time in order to restore the balance. In the absence of agreement within a reasonable period of time, each party shall be entitled to invoke the dissolution of the contract and of the contractual relations binding the parties without being liable to pay any compensation of any kind.

Breach of contract. In case of insolvency of the customer or in case of unpaid debts, even if these arise from previous agreements between the customer and the service provider, the service provider is entitled to suspend the execution of his obligations until the day of full payment by the customer of all outstanding debts.

In case of non-performance of his obligations by the customer, the service provider may immediately terminate the agreement at the expense of the customer, without being liable to pay any damages. This termination of the agreement may give rise to the payment of damages and interest by the client to the service provider.

Illegality. Unless expressly provided otherwise, any irregularity or nullity of a clause, paragraph or



provision (or of part of a clause, paragraph or provision) shall in no way affect the validity of the other clauses, paragraphs or provisions of the present general terms and conditions, nor the remainder of this clause, paragraph or provision.

Titels. The title used in these general terms and conditions is for reference and convenience only. They do not in any way affect the meaning or scope of the provisions they designate.

No distance. The inertia, negligence or delay of a party in the performance of one of its rights or remedies in application of the present general terms and conditions may under no circumstances be considered as a waiver of this right or remedy.

Applicable law and competent courts. These general terms and conditions are subject to Belgian law.

In the event of a dispute relating to the validity, interpretation, execution or delivery of the services, the parties agree to initiate a mediation procedure before proceeding to any other means of dispute resolution.

Where appropriate, the parties shall appoint by mutual agreement an approved mediator from the Federal Mediation Commission (Avenue Simon Bolivarlaan 30 (WTC III), 1000 Brussels - <https://www.fbc-cfm.be/nl>) or have a third party appoint this approved mediator.

Once a mediator has been appointed, the parties will determine the modalities of the mediation together with the mediator.

Each party may terminate the mediation process at any time, without prejudice to any other rights.

In the event that the mediation procedure fails, the courts of the next judicial district will have jurisdiction: Leuven.

Data protection

Considering the nature of the services and in order to comply with GDPR, the parties agree to sign a Data Processing Agreement setting the roles and responsibilities for each of them.

Confidentiality

All information received by either Party from the other Party pursuant to or in connection with the Contract, in any form or format, whether marked as confidential or not, shall not be disclosed to any Third Party, and shall be treated as and remain confidential information by the receiving Party.

Each Party shall take all necessary measures to ensure that no accidental or unauthorized disclosure to any Third Party of the other Party's confidential information occurs and shall generally exert the same degree of due and diligent care as it applies with respect to its own confidential information, which standard shall in no instance be less than reasonable care.

The receiving Party shall notify the disclosing Party as soon as it becomes aware of a breach of this clause (including by one of its employees) and shall take all necessary measures to ensure that the breach ceases immediately.