

Terms and conditions

This version is in effect since 6 November 2015

1. Cumul.io and its terms and conditions

The website **Cumul.io** (hereafter the "Website") and the digital platform (hereafter the "Digital Platform") are owned and managed by the **private limited liability company incorporated under Belgian law Cumul.io**, with registered offices at BE – 3000 Leuven, Tiensevest 102/201, registered at the Register of Legal Entities of Leuven under the number 0640.944.227 and known by the VAT-administration under the number BE0640.944.227 (hereafter "Cumul.io").

The services of Cumul.io (hereafter the "Services") allow a user (hereafter a "User", "you" or "your") to connect and combine data from any source (cloud services, databases, local files, ...), analyze this data and create dashboards, in order to get actionable insights from this data. Users can use their dashboards for personal use, share dashboards with other users or user groups within the platform or dashboards can be embedded in websites and/or apps, or shared with others through the creation of third party permissions or through social media or other online channels. For more detailed information on the Digital Platform and its functionalities please consult the website.

These terms and conditions (hereafter the "Terms of Use" or the "Agreement") govern the use and access of the Website and the Digital Platform of a user, as well as all persons (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) a user represents or has offered permission to use and access the Website and the Digital Platform. The Terms of Use also govern the content, information and services, free and/or paid, provided through the Website and/or the Digital Platform by Cumul.io, its representatives, its users or any other relevant (third) party.

Each time you access and use the Website and the Digital Platform you state and confirm your acceptance and agreement, and the acceptance and agreement of all persons you represent or allow access, without limitation or qualification, to be bound by these Terms of Use, and you represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and all persons you represent or allow access. Therefore, the Terms of Use constitute a legally binding agreement between Cumul.io and you. If you do not agree with each provision of this

Agreement, or you are not authorized to agree to and accept the Terms of Use, you must immediately cease your access and use of the Website and the Digital Platform.

In addition to any other rights or remedies granted by Cumul.io under or otherwise in connection with these Terms of Use, you agree and acknowledge that you have read and agree to comply with the following other policies of Cumul.io which are hereby incorporated by reference into, and integrally made a part of these Terms of Use:

- [Privacy Policy of Cumul.io](#)
- [Cookie Policy of Cumul.io](#)

Cumul.io may, in its sole discretion, change, supplement or amend these Terms of Use as they relate to your future use of the Website and the Digital Platform and it may do so from time to time, for any reason, and without any prior notice or liability towards you or any other person. You are not permitted to change, supplement, or amend these Terms of Use in any manner.

Each time you access and use the Website or the Digital Platform, the Terms of Use as they then read will govern your access and use. Accordingly, when you access and use the Website and the Digital Platform you should check the date of these Terms of Use (which appears at the top of these Terms of Use) and review any changes since the last version.

2. Use of Website and the Digital Platform

Through the Website you can consult general content relating to Cumul.io (the company, its services, the Digital Platform, its use etc.). The Website can also be used to contact Cumul.io, or to subscribe to its newsletter, through a contact form.

The Digital Platform can be used to connect and combine data from any source (cloud services, databases, local files, ...), analyze this data and create dashboards, in order to get actionable insights from this data. Users can use their dashboards for personal use, share dashboards with other users or user groups within the platform or dashboards can be embedded in websites and/or apps, or shared with others through the creation of third party permissions or through social media or other online channels (cfr. 1. and the Website).

Cumul.io may change the Website and the Digital Platform, its content, its use, its functionalities etc. at any moment and at her sole discretion.

For the moment, Cumul.io is running a free trial of her Digital Platform and its functionalities. This free trial is provided to give you access to the system at no charge, so that you can become more familiar with its features and discover first-hand the Digital Platform and preview all it has to offer for you and your business.

We will grant you a named-user License (hereafter a "Named-User License") for a limited period by invitation. The invitation will contain an invite code which can be used to register through the website in order to obtain a free named-user license for this limited period to gain access to the Digital Platform and its functionalities.

If you are a free trial User and are granted with a Named-User License to access and use the Digital Platform and its Content (hereafter defined), you can use the Digital Platform for the purposes of:

- uploading data, linking and retrieving data from cloud services and adapting this data
- connecting and combining data from any source (e.g. cloud services, databases or local files, ...)
- analyzing data and creation of dashboards
- creating third party permissions for access to dashboards
- distribution of dashboards and/or analyzed data through social media or other online channels.

and this under the following conditions:

- you provide Cumul.io with the following information relating to your use of the Digital Platform (hereafter the "Information"): name, email address and organization of the named user, regular feedback on usage if applicable (problems of usage, suggestions, etc.)
- you are only granted one (1) Named-User License per User
- uploading data will be limited to 1GB. This limit can at any moment be adapted without prior notification
- dashboard views will be limited to 10000 views. This limit can at any moment be adapted without prior notification.

You can end your free trial period at any time without penalty provided that you give Cumul.io the Information.

At the end of your free trial period and after you have provided Cumul.io with all the required information, Cumul.io can contact you to ask you if you would like to convert to a paid account, at which moment Cumul.io will also provide you with all the

information in order for you to make an informed decision on this. For more information relating to the end of the free trial period and the consequences please consult art. 6.

You agree to use the Website and the Digital Platform in a responsible manner that is in full compliance with these Terms of Use and with your local laws and regulations. No other download, retention, use, publication, distribution (of any portion) (of the Content of) the Website and the Digital Platform as described in the Terms of Use is authorized or permitted.

In using this Website and the Digital Platform, you in any case agree to not:

1. upload, download, post, email, analyze or otherwise transmit any materials, including but not limited to text, data, graphics, photographs, images, document layouts, artwork, text, fonts, software tools, or any of these elements in combination as a design for services available on this Website and the Digital Platform or otherwise ("Content") that are unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, and intellectual property;
2. upload, download, post, email, analyze or otherwise transmit any Content that is in in any way unlawful or invasive of another's privacy rights or incorporate images or names that would violate a person's right of privacy or publicity. **For more information relating to privacy and privacy related data, please consult our privacy policy;**
3. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. upload, download, post, email, analyze or otherwise transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
5. upload, download, post, email, analyze or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;
6. upload, download, post, email, analyze or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

7. upload, download, post, email, analyze or otherwise transmit false or misleading information;
8. disrupt or interfere with the security of, or otherwise abuse, the Website and the Digital Platform or any services, system resources, accounts, servers, or networks connected to or accessible through the Website or and the Digital Platform or affiliated or linked Websites or Digital Platforms.
9. access, tamper with or use non-public areas of the Website and the Digital Platform. Unauthorized individuals attempting to access these areas of the Website and the Digital Platform may be subject to prosecution;
10. disrupt or interfere with any other user's enjoyment of the Website and the Digital Platform or affiliated or linked Websites and Digital Platforms.

If you register and/or are granted a Named-User License, you agree that you are responsible for protecting your password and controlling access to the Digital Platform. You agree that you will be responsible for all Content that you upload, download, post, email, analyze or otherwise transmit on or through the Website and the Digital Platform, whether through your Named-User License or otherwise. You will immediately notify Cumul.io of any unauthorized uses of your Named-User License and any other breaches of security from the moment you obtain knowledge about this unauthorized use or breach.

You agree to waive any claims against Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees for losses, damages and injuries which are based on or relate to communications, Content or materials on the Website and the Digital Platform, whether or not uploaded, downloaded, posted, emailed, a, analyzed or otherwise transmitted by you or your representatives or any other (third) party. You agree to indemnify Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees from all claims and expenses, including reasonable attorney's fees, which are based on or arise from your violation of any of the provisions of this Agreement.

Upon using the Website and/or the Digital Platform, you acknowledge and agree that Cumul.io may review and use your Content, for adherence to its guidelines and compliance with the terms and conditions set forth in the Terms of Use, as well as to collect information in connection with the use of the Website and the Digital Platform (such as but not limited to user analyses). Cumul.io will however never consult your Content as such but only the metadata, which does not consist out of personal data, except in the case of explicit request by you, in order to review and solve technical difficulties or problems. Cumul.io will in doing so always comply with Belgian and European privacy obligations and regulations (cf. privacy policy) as well as other legal

obligations and regulations. Should you believe that material located or linked to by Cumul.io violates any of your privacy or (intellectual property) rights, please notify Cumul.io immediately by using the following e-mail address support@cumul.io. Cumul.io will do its best effort to respond to all such notices and take appropriate action. Cumul.io, its directors, affiliates, subsidiaries, contractors, agents, representatives, employees and providers can however not be held liable by you or any other person for any loss or damages suffered by you or any other person as a result of this supposed violation.

You understand that the technical processing and operation of the Website and the Digital Platform, including your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connection networks or devices.

3. Proprietary Rights

The Website and the Digital Platform and all Content of Cumul.io are the copyrighted property of Cumul.io, and/or its affiliates or the copyrighted property of parties from whom Cumul.io has licensed such property. It is strictly prohibited to retain, copy, distribute, publish, or use any portion of the Website and/or the Digital Platform and/or the Content of Cumul.io except as expressly allowed in these Terms of Use.

You acknowledge and agree that the Website and the Digital Platform and any software provided to you or used in connection with the Website and the Digital Platform contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the limited rights expressly granted in this Agreement, Cumul.io reserves all right, title and interest in and to the software, Website, Digital Platform and any other IP Rights, materials or other properties owned, licensed or controlled by Cumul.io.

Cumul.io grants you a non-exclusive, non-transferable, non-sublicenseable, revocable license to use Cumul.io's proprietary online platform, including without limitation the Website and the Digital Platform and Cumul.io's software solely as necessary to use the Website and the Digital Platform and provided that you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website and the Digital Platform or the software, in whole or in part. All rights not specifically granted to you under this Agreement are expressly reserved by Cumul.io.

You acknowledge and agree that Cumul.io may use the Information in order to evaluate the Website and the Digital Platform and its functionalities and measure and improve

performance, solve technical difficulties, identify areas of improvement and use compliments as testimonial.

The Content you upload, download, post, email, analyze or otherwise transmit to or through the Website and the Digital Platform is your responsibility and your copyright property or that of other parties from whom you have licensed this. You acknowledge and agree that Cumul.io may review and use the metadata to collect information in connection with the use of the Website and the Digital Platform (such as but not limited to user analyses). For more information relating to privacy and the use of (meta)data by Cumul.io please consult our privacy policy.

4. Third-party Websites

The Website and the Digital Platform may provide hyperlinks to third-party materials, resources or websites operated by third parties. Cumul.io is not liable for any content, advertising, products or other materials on or available from such websites or resources or the policies of such websites and resources. Cumul.io should not be taken to be endorsing, publishing, permitting or authorizing such websites or materials. Therefore, please be warned that these websites are operated under the exclusive responsibility of their respective owners, who are solely liable for complying with laws and regulations applicable to the products and services sold on their websites, including without limitation consumer protection, distant selling and price display regulations, if applicable.

Cumul.io is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

5. Disclaimer, liability, exclusion, liability limitation, release and indemnity

Cumul.io does not accept any liability for your access and use of the Website and the Digital Platform. For that reason, the following provisions apply to your access and use of the Website and the Digital Platform.

5.1 Disclaimer

Your access and use of the Website and the Digital Platform is at your own risk. The Website and the Digital Platform is provided on an "as is" and "as available" basis, and

without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers to the fullest extent permitted by law.

You are solely responsible for obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary for you to access and use the Website and the Digital Platform.

The internet is not a secure medium, may be subject to interruption and disruption, and inadvertent or deliberate breaches of security and privacy. The operation of the Website and the Digital Platform may be affected by numerous factors beyond Cumul.io's control. The operation of the Website and the Digital Platform may not be continuous or uninterrupted, secure or private.

Without limiting the generality of the foregoing, Cumul.io, and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers make no representation, warranty or condition that:

- the Website and the Digital Platform will be compatible with your computer and related equipment and software;
- the Website and the Digital Platform will be available or will function without interruption or will be free of errors or that any errors will be corrected;
- the Website and the Digital Platform or (analyses) derived from the Website and the Digital Platform will meet your requirements;
- the information contained in the Website and the Digital Platform or (analyses) derived from the Website and the Digital Platform will be accurate, complete, sequential or timely;
- certain or any results may be obtained through the use of the Website and the Digital Platform;
- the use of the Website and the Digital Platform, including the browsing and downloading of any information, will be free of viruses, trojan horses, worms or other destructive or disruptive components; or
- the use of the Website and the Digital Platform will not infringe the rights (including intellectual property rights) of any person; and Cumul.io and providers disclaim any and all liability regarding such matters to the fullest extent permitted by law.

Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers will not be liable to you or any other person for any loss or damages suffered by you or any other person as a result of any failure or refusal by Cumul.io to give effect to, or for any failure or delay by Cumul.io in receiving, accessing, processing or accepting, any communication sent to Cumul.io by means of the Website and the Digital Platform or email, or for any loss or damages suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Website and the Digital Platform or email services.

You are solely responsible for all Content that you upload, download, post, email or otherwise transmit to or through the Website and the Digital Platform.

Cumul.io does not and cannot review all the Content and material, including computer software, uploaded, downloaded, posted, emailed, analyzed or otherwise transmitted on or through the Website and the Digital Platform.

You agree that Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers have no responsibility for any damages suffered by you in connection with the Website and the Digital Platform or any Content, whether or not uploaded, downloaded, posted, emailed, analyzed or otherwise transmitted to or through the Website and the Digital Platform by you or by Cumul.io. You expressly agree that use of this Website and the Digital Platform, including all Content, data or software distributed by, downloaded or accessed from or through this Website and the Digital Platform, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business, your computer system or loss of data that results from the download of such Content, data and/or software, as well as for damages suffered by third parties who's rights (including but not limited to privacy and intellectual property rights) may have been violated by the uploading, downloading, posting, emailing, analyzing or otherwise transmitting of Content by you.

You acknowledge that Cumul.io does not control in any respect any information, products, or services offered by third parties on or through this Website and the Digital Platform.

Except as otherwise agreed in writing, Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of Content or products distributed or made available by third parties through this Website and the Digital Platform.

No advice or information, whether oral or written, obtained by you from Cumul.io or through or from the Website and the Digital Platform shall create any warranty not expressly stated in the Agreement.

5.2 Liability exclusion

To the fullest extent permitted by law, Cumul.io nor its directors, affiliates, subsidiaries, contractors, agents, representatives or employees or providers will under any circumstances (unless in case of gross negligence or willful misconduct) be liable to you or any other person for any loss of use, loss of production, loss of income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the use of the Website and the Digital Platform by you or any other person, and regardless of any negligence or other fault or wrongdoing by Cumul.io or its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers, and notwithstanding that Cumul.io or its directors, affiliates, subsidiaries, contractors, agents, representatives or employees or providers may have been advised of the possibility of such loss or damages being incurred by you or any other person.

5.3 Release

You hereby release, remise and forever discharge each of Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons, from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature and kind whatsoever and howsoever arising, whether known or unknown, now or hereafter, from, relating to, or in connection with your access and use of the Website and the Digital Platform.

5.4 Indemnity

You agree to indemnify, defend and hold harmless each of Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons (collectively, the

"Indemnified Parties") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with your use of the Website and the Digital Platform, your uploads, downloads, posts, emails, analyses or otherwise transmissions of Content or information or your breach of this Agreement. You will assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any claim or demand. Advice and information provided by Cumul.io and its directors, affiliates, subsidiaries, contractors, agents, representatives and employees and providers or their respective representatives, whether oral or written, will not create any representation, warranty or condition or vary or amend this Agreement, including the above disclaimer, liability exclusion, liability limitation, release and indemnity provisions, and you may not rely upon any such advice or information.

6. Termination of this Agreement and the Website and the Digital Platform

Cumul.io may, at any time and for any reason and at its sole discretion: (a) change, suspend or terminate, temporarily or permanently, the Website and the Digital Platform or any part or functionalities; or (b) restrict, suspend or terminate (in whole or in part) your Named-User License, account, password, permission to access or use the Website and/or the Digital Platform and/or remove and discard any Content you may have contributed to or gained from the use of the Website and/or the Digital Platform; all without any notice or liability to you or any other person.

You agree that any termination of your access to or use of the Website and the Digital Platform under any provision of these Terms of Use may be effected without prior notice, and acknowledge and agree that Cumul.io may immediately deactivate or delete your Named-User License and all related information, files and dashboards in your account and/or ban any further access to such files on the Website and/or the Digital Platform. An account terminated by Cumul.io will possibly not be backed-up for any reason and can be immediately deleted from our servers. Further, you agree that Cumul.io shall not be liable to you or any third-party for any termination of your access to the Website and the Digital Platform.

Should you object to any terms and conditions of these Terms of Use or become dissatisfied with the Website and/or the Digital Platform in any way, you can contact Cumul.io on the e-mail address support@cumul.io or discontinue your use of the Website and the Digital Platform and/or terminate your account.

If this Agreement or your permission to access or use the Website and the Digital Platform is terminated or by you, or by a person you represent, or by Cumul.io, then: (a) these Terms of Use and all other then existing agreements between Cumul.io and any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Website and the Digital Platform, and anything connected with, relating to or arising therefrom; and (b) Cumul.io may continue to use and disclose your personal information in accordance with the Privacy Policy as amended from time to time.

For free trial Users: At the end of your free trial period and after you have provided Cumul.io with all the required information, Cumul.io can contact you to ask if you would like to convert to a paid account, at which moment Cumul.io will also provide you with all the information in order for you to make an informed decision on this. If you decide to convert your account, your Content and access or use of the Website and the Digital Platform will continue without any loss of data and without the possible consequences as described above.

7. General Sales Conditions

7.1 Customers

A customer is any private or professional person who purchases services from Cumul.io, as well as anyone who acts in the name and for the account of a legal entity.

Private customers are assumed to be at least 18 years of age.

These general terms and conditions do not affect the legal rights which are granted to the consumer-customer by law with respect to consumer protection.

7.2 Offer

Offers of Cumul.io are without any obligation and should only be considered an invitation to the customer to place an order. An offer is only valid for the specific order to which it relates and does therefore not automatically apply to subsequent similar orders. Offers only comprise the services that are specifically stated in the offer and are only valid until the explicitly stated expiry date.

Promotions, leaflets or catalogues, of whatever nature, issued by Cumul.io will not be considered an offer.

7.3 Formation of the agreement

An agreement will only be legally and finally concluded when the customer places an order with Cumul.io (i) through the ordering option on the website, or (ii) by telephone, and subject to the condition that this order is followed by an e-mail from Cumul.io to the customer in which a user account is provided containing the activation password. An exception to the foregoing is if the customer has previously used the trial version and therefore already has been given a user account (as explained in article 7.7).

A valid order presupposes that the customer has at least provided the following information:

- Identity details of the natural person or legal entity (valid email address, invoice address, VAT number if applicable);
- Required license model;
- Required number of users;
- Invoicing cycle (monthly or annual);

Before the customer receives a user account, Cumul.io is entitled to request further information about the customer and his activities, including, but not limited to, an assessment of his creditworthiness. The information provided by a customer to qualify for a user account must at least be accurate, truthful, up to date and complete. Failure by the customer to provide the correct information, or in the event of doubts by Cumul.io about the identity or admissibility of the activities of the customer will entitle Cumul.io to refuse to implement the order by providing a user account. Orders showing that the customer intends to resell the services himself will also entitle Cumul.io to refuse. A refusal to provide a user account (and hence a contract) by Cumul.io will never be a reason for any compensation.

Any changes or additions to the agreement after the user account has been provided will only be considered valid after written approval of and implementation by Cumul.io.

7.4 Licensed User account/login

Acceptance by Cumul.io of a valid order by the customer will activate the user account. A user account and accompanying login(s) provides the customer with access to the services of Cumul.io.

Access to the services implies a right by the customer to use the services - at a charge. Under no circumstances does it imply a transfer of ownership of the services by Cumul.io to the customer.

A user account contains the location and access codes that allow the customer access to the services. The number of logins corresponds with the number of users of the customer allowed by Cumul.io. A login belongs to one person only and may therefore not be shared with other persons. Every user of the customer must create a unique password for each login, which will belong to his personal information.

Each customer is only responsible for the protection and security of his data concerning the user account and logins, including, but not limited to, the e-mail address and the password. The customer is assumed not to transfer this information to a third party and to immediately punish any unauthorised use as well as bring it to the attention of Cumul.io. A customer is, moreover, not even assumed to disclose his passwords (or those of his users per login) to Cumul.io (for example, when using the helpdesk when seeking the assistance of Cumul.io - cf. article 7.15). Each loss or misuse of the personal details connected to the user account and accompanying logins may therefore lead to liability towards Cumul.io.

7.5 Duration

An agreement to use the services of Cumul.io is entered into for an indefinite period of time. The extension of the agreement is, however, always subject to advance payment by the customer for the agreed period (month or year). Cumul.io thus uses subscription format.

The customer may terminate the agreement at any time and for any reason by sending an e-mail to Cumul.io (support@cumul.io). Cumul.io is obliged to terminate the agreement within five (5) working days after the date of this e-mail and to deactivate the customer's user account. In any case, the termination of the license needs to take place before Cumul.io has proceeded to invoicing in light of the advance payment of the upcoming agreed upon period. If the termination takes place after Cumul.io has already proceeded to invoicing, the customer is supposed to pay the invoice in a timely manner (even if he is by no means planning on continuing to use the agreement). If the customer does not agree to the non-exhaustive listing of (i) a change of the offer or the composition of the services of Cumul.io (cf. article 1), (ii) a change of the general terms and conditions by Cumul.io (cf. article 1) or (iii) any announced price adjustment by Cumul.io (cf. article 7.8), he may at all times simply terminate the agreement. Under no circumstances does this entitle the customer to claim compensation from Cumul.io.

7.6 Delivery

The services of Cumul.io are provided as "software as a service". The mere announcement of the user account (with accompanying logins) to the customer will be

considered a delivery of the services. Use of the portal of the services by the customer is equivalent to acceptance of the services.

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

7.7 Trial Version

Each potential customer will be given an opportunity, before an agreement is entered into, to use a trial version of the services for 10 calendar days. This requires an online registration by the user but will be free of charge. On conclusion of this period, the trial version will end automatically without any action by the user being required.

If the customer subsequently (or even before the end of the period of the demo version) wishes to place a definitive order, the conditions as described in article 7.3 must be complied with.

Pursuant to Book VI Market Practices & Consumer Protection of the Belgian Business Code (WER), the private customer (in his capacity of a consumer) basically has a right of withdrawal. However, the delivery of services forms an exception to the right of withdrawal (art. VI.53 °13 WER), so that the private customer can no longer rely on this right. Moreover, by placing an order, the private customer expressly agrees that the delivery of the services may commence and he, consequently, acknowledges that he no longer has such right of withdrawal. Nevertheless, prior to entering into the agreement, each private customer may always use the trial version offered by Cumul.io. By offering a trial version of the services, Cumul.io thus offers more than it is required to by law. Professional customers will under no circumstances have a right of withdrawal.

7.8 Price

A license consists of the following elements, to be provided at a specific price per month:

- Amount of data points
- Number of data sources
- Number of dashboards
- Number of viewers
- Dashboard branding options
- Level of support

All prices will at all times be shown on the website and are expressed in euros or dollar. The prices do not include VAT.

The prices will be similar to the prices as shown on the website at the time when the agreement between the parties is entered into (cf. article 7.3). Under no circumstances does Cumul.io guarantee that it will maintain its prices - as shown on the website - for a specific period, since it depends on the market structure.

In so far as the prices are based on the level of the applicable wage costs, costs of components/services, social security contributions and public service charges, costs of materials and parts, exchange rates and/or other costs, Cumul.io will be entitled, in the event of an increase or decrease of one or more of these price factors, to increase or decrease its prices accordingly whenever it wishes to do so, in accordance with the legally permitted standards. The new price structure will be notified to the existing customers (cf. article 8.6) at least one month before they take effect through the Cumul.io communication.

7.9 Invoicing

Cumul.io undertakes to invoice its private and professional customers. It will do so on a monthly or yearly basis, depending on when the customer has opted to place his order (cf. article 7.5), but always prior to the performance of the services for this period.

If the customer terminates the agreement (cf. article 7.12), the amounts already paid to Cumul.io (irrespective of whether the advance payment related to a period of a monthly or a year) will be kept by Cumul.io and will not be returned.

By ordering/purchasing the services, the customer expressly agrees to electronic invoicing by Cumul.io, unless agreed otherwise in writing by the parties

The invoice will be sent to the address provided by the customer with his order. The customer undertakes to inform Cumul.io in time of any changes in respect to this.

7.10 Payment

The customer must pay in advance, using the online payment method used by Cumul.io and as provided for on its website. To process payments, Cumul.io uses an external professional and specialised partner that offers a payment platform:

- Stripe 3180 18th St, San Francisco, CA 94110

The financial details of the customer that are entered for his online payment will only be exchanged between the external partner and the financial institutions involved. Cumul.io does not have access to the confidential financial details of the customer.

The online payments are made with the aid of secure protocols. All online payments are subject to the general terms and conditions of the external administrator of the payment platform, who has exclusive responsibility for the correct processing of all online payments

If - contrary to the foregoing - the customer wishes to pay by bank transfer or another payment method, he must inform Cumul.io of this in time in advance and Cumul.io must accept it in writing. Cumul.io reserves the right to refuse such request, for whatever reason. Unless specifically stated otherwise on the invoice, Cumul.io operates a payment term of 14 calendar days, counting from the date of the invoice.

Any invoice that has not been paid, or only partly paid, on the due date will be subject by law and without any notice of default to late payment interest of 1% per overdue month, for which a month that has already started is considered to be fully lapsed. The amount due will, moreover, be increased by 12% of the invoice amount, with a minimum of fifty euros (€ 50,00) (excl. VAT), by way of lump sum compensation, irrespective of the right of Cumul.io to claim higher compensation. Cumul.io also reserves the right to temporarily suspend the access to the services until it has received actual payment from the customer. The unconditional payment of part of an invoice amount is deemed to be an express acceptance of the invoice.

Invoices may only be validly protested in writing by registered letter within 14 calendar days after the invoice date stating the invoice date, invoice number and a detailed explanation.

7.11 Cancellation

If an order is cancelled, even for a part, but at least prior to the delivery of the services (cf. article 7.6), Cumul.io reserves the right to claim compensation from the customer of 10% of the price of the cancelled order, not including VAT, irrespective of Cumul.io's right to compensation for the damage it has actually suffered, if it is able to prove it.

7.12 Termination options Cumul.io

Since the agreement has been entered into for an indefinite period of time, Cumul.io has the right to terminate the agreement with the customer - by deactivation of his user account - if it believes it has an objective reason for doing so.

Objective reasons include, but are not limited to:

- If during the course of the agreement Cumul.io has reasons to assume that the customer's data are false, inaccurate or obsolete;
- If Cumul.io discovers or has substantial reasons to suspect that the customer uses his services for unauthorised purposes;
- If it is suspected that the customer breaches the current terms and conditions;
- If Cumul.io discovers that the agreement with the customer is based on incorrect information of the customer or if Cumul.io suspects that the customer purchases a product of Cumul.io for reasons that cannot be considered as objectively reasonable and acceptable;
- If the customer fails to pay his outstanding invoices to Cumul.io in time and in full;
- In the event of an imminent bankruptcy of the professional customer.

After deactivation, Cumul.io is entitled to refuse the customer any future access to the services, or to undo the deactivation again after negotiating with the customer. In each of these cases Cumul.io is entitled to claim compensation for the damage it has suffered as a result.

Cumul.io undertakes to inform the customer of the deactivation by email at least 5 calendar days before termination takes effect.

In the event of deactivation during the course of a period (quarter or year), for which Cumul.io has received advance payment from the customer, it undertakes to refund this payment to the customer pro rata within 14 calendar days after the services have actually stopped.

7.13 Consequences of deactivation

If the agreement between Cumul.io and the customer is terminated by the customer (cf. article 7.11), the customer is obliged to export prior to his termination the input data he has entered at his own initiative using the available export tools.

If the agreement between Cumul.io and the customer is terminated by Cumul.io (cf. article 7.12), the customer must - within the period stated by Cumul.io when it notified the customer of the termination - export his input data using the available export tools.

If the customer fails to meet the provisions of this article, Cumul.io reserves the right to keep the input data, and treat them to the best of his ability with the required

confidentiality and not disclose them. However, in such case Cumul.io is entitled to delete the input data in due course.

7,14 Compensation

In accordance with the provisions of the Belgian Financial Securities Act of 15 December 2004, Cumul.io and the customer compensate and offset automatically and by operation of law all current and future debts they owe each other. This means that in the permanent relationship between Cumul.io and the customer only the highest debt remains on balance after the aforementioned automatic settlement. This setoff may at least be relied on with respect to the bankruptcy trustee and the other concurrent creditors, who will therefore not be able to oppose the setoff implemented by the parties.

7.15 Helpdesk and complaints

If the customer has questions about or problems with the functionality of the services, he may contact the helpdesk of Cumul.io. The helpdesk can be reached from 9 a.m. to 5 p.m. (Timezone GMT + 1) on working days (not on Saturdays, Sundays and public holidays) free of charge. Depending on the license model acquired by the user, the helpdesk can be reached by e-mail (support@cumul.io) or by e-mail and telephone.

The Cumul.io helpdesk will do its best to help the customer find a solution as fast as possible to any questions the customer may have. In the event of problems with the availability of its services, Cumul.io will offer a solution within the bounds of reasonableness. Cumul.io will at least have full freedom to decide on an adequate solution or compensation for its customers.

Immediately after the delivery of the service (cf. article 7.6), the customer must carry out an initial verification. This obligation to verify relates – among other things - to: number of logins, conformity of the delivery, visible defects to the software, etc. The customer must immediately inform Cumul.io through the helpdesk or by e-mail (support@cumul.io) of any directly verifiable defects, under penalty of cancellation, within 5 calendar days after delivery but at least 48 hours after they have been discovered.

Professional customers must inform Cumul.io through the helpdesk or by e-mail (support@cumul.io) in writing of any hidden defects within one (1) month after the date of delivery of the services but at least 48 hours after they have been discovered. Such defects include – amongst others -: errors in the back-end of the website or software, database or programming errors, etc. For consumers-customers the legal guarantee for

hidden defects is 2 years from the date of delivery of the services. Such guarantee can only be claimed in so far as the consumer-customer can demonstrate that the defect already existed at the time of delivery. The consumer-customer must, under penalty of cancellation, inform Cumul.io of all complaints for hidden defects within the month they are discovered, as provided for in this div. If no complaints are made within these periods, the customer is deemed to have approved and accepted the delivery. Under penalty of disallowance of the complaint, the customer must be able to prove that he has used the services correctly both before and after he discovered the defects. Under no circumstances does the guarantee or indemnification against hidden defects apply if the damage has been caused by incorrect or unsafe use of the services by the customer (e.g. failure to use a firewall or insufficient protection against viruses). Each claim for indemnification will be denied in the event of alterations or repairs by the customer or by third parties. The customer will bear the costs made as a result of unjustified complaints.

8. Miscellaneous Matters

8.1 Governing Law – Dispute Resolution

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to the sole jurisdiction of the Courts of the registered office of Cumul.io.

8.2 English is Governing Language

This Agreement is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by Cumul.io are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this Agreement.

8.3 Our Relationship

This Agreement does not create any relationship of principal and agent, partners, joint ventures, employer and employee, fiduciary or similar relationship between the parties. You are not authorized to make any promise, warranty or representation on behalf of Cumul.io or obligate or attempt to obligate Cumul.io in any manner whatsoever. You shall not represent to any person that you are the agent of Cumul.io, nor fail to correct any misunderstanding as to such status.

8.4 Assignment

Cumul.io may freely assign or transfer any or all of the rights and obligations described under this Agreement without your consent and without notice to you. You may not assign this Agreement or any of your rights and duties hereunder without the prior written consent of Cumul.io. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

8.5 Severability

If any provision of this Agreement is declared or determined by any court to be unenforceable or invalid: (i) the validity of the remaining parts, terms or provisions shall not be affected by that determination; (ii) the unenforceable or invalid part, term or provision shall not be deemed to be part of this Agreement; and (iii) such court may substitute a provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by applicable law.

8.6 Publicity

You shall not issue or make any publicity release (including press releases and advertising of services rendered by Cumul.io) or other public statement: (i) relating to this Agreement; (ii) using Cumul.io's name or referencing to Cumul.io or its services for any other purpose than promoting the Website and the Digital Platform; or (iii) suggesting or implying any endorsement by Cumul.io without the prior written approval of Cumul.io, which Cumul.io may withhold at its sole discretion.

You agree that Cumul.io may provide all legal communications and notices to you electronically by posting them on the Website or Digital Platform, at their election, by sending an e-mail to the e-mail address you provided to Cumul.io. You may withdraw your consent to receive communications electronically by contacting Cumul.io. However,

if you withdraw your consent to receive communications electronically, you must discontinue your use of the Website and Digital Platform.

8.7 Entire Agreement - Amendment

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. Cumul.io reserves the right to amend this Agreement at any time. When Cumul.io amends this Agreement, Cumul.io shall make reasonable efforts to provide you with general, not specific, notice of such changes by posting a conspicuous announcement at the Website and/or the Digital Platform that; (i) such changes or amendments have occurred; and (ii) identifying which particular provisions have changed. Such announcement shall be maintained for no less than thirty (30) days following the effective date of such amendment. Your continued use of the Website and the Digital Platform, following the posting of such amendment will signify and be deemed your assent to and acceptance of the revised Agreement. You agree that you have the burden to periodically review the Website and the Digital Platform to inform yourself of any such changes.

8.8 Waiver

The waiver or failure by Cumul.io to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of Cumul.io set forth in this Agreement are cumulative and are in addition to any rights or remedies Cumul.io may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

8.9 Force Majeure

Cumul.io shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, Cumul.io.

8.10 Notices

Except as otherwise expressly provided herein, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed given

on the earliest of: (i) actual receipt, irrespective of the method of delivery; (ii) the time of transmission from Cumul.io if sent via email, as date stamped by Cumul.io's systems; (iii) on the delivery day following dispatch if sent by express mail (or similar next day air courier service); or (iv) on the sixth (6th) day after mailing by registered or certified mail, return receipt requested, postage prepaid and addressed to the last address provided by a party.

8.11 Headings/Interpretation

The table of contents and the descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.