

# Terms & Policies – Lhuna solution

## TERMS OF SERVICE

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### 1. APPLICABILITY AND SCOPE

The Lhuna solution is developed by Creacode EBVBA, located Begoniastraat 10, B-8830 Hooglede, Belgium, company registration number BE 0464 034 142.

Creacode provides the Lhuna software and services subject to the terms of service as described here. These terms always take precedence over the usual terms and conditions of the customer.

These terms of service do not affect the legal rights which are granted to the private customer by law with respect to consumer protection.

If any of the provisions of these terms should be declared invalid, void or unenforceable, this will not affect or reduce the validity of the other provisions and of the entire agreement.

The Lhuna software is provided as a service. It will be referred to in this document as 'Lhuna solution'. The solution provides an online environment and functionalities for the customer to manage business projects and related information in a structured way. To use the Lhuna solution, the customer must agree that it is provided on an 'as-is' basis.

Creacode reserves the right to update the Lhuna solution functionalities and composition of services. Such updates will be announced prior to release on the Lhuna website or through customer communication.

The most current version of the terms of service is available on the Lhuna website [www.lhuna.rocks](http://www.lhuna.rocks). The customer is required to acknowledge having read and accepting the terms before using the Lhuna solution. Creacode reserves the right to alter these terms if it deems appropriate. Any such changes will be announced to the Lhuna solution users upon accessing the application.

### 2. AGREEMENT

A customer is a private person, professional or legal entity purchasing services from Creacode. Private customers must be of legal age.

A binding contract will be established when a customer makes an order for a Lhuna solution license (i) by registration and order confirmation on the Lhuna website or

(ii) by email, the order being final only after Creacode has responded to the customer email, confirming account and order.

The information the customer provides for registering and completing an order must be truthful, accurate and complete.

Creacode reserves the right to refuse the delivery of a customer account or the execution of an order in the event of lack of customer cooperation in providing the necessary information, or doubts about the validity of the identity information provided or about the rightfulness of the customer's activities. Such refusal can never lead to any claim of compensation.

### **3. SERVICE DELIVERY**

The Lhuna solution is being offered as a service (software as a service). The provision of a customer account and accompanying user logins for access to the service and notification thereof constitutes the delivery of the offer.

For using the Lhuna solution, the customer must have the disposal of an internet connection and a modern web browser. If the internet connection is inadequate or an obsolete web browser is used, the solution may not operate optimally.

There is no right of withdrawal for the customer, professional or private, after entering into the agreement. Private customers cannot appeal to right of withdrawal of the law for consumer protection (Belgian WER book VI) considering the exception to this right for the delivery of services (art VI.53 °13). By confirming the order, the private customer explicitly acknowledges the commencement of the services and absence of the right of withdrawal.

Before entering into a paid agreement, a potential customer can explore all functionalities and possibilities of the Lhuna solution by registering for a fully functional time-limited free trial license. This license will end automatically at the end of the designated period without any action of the user being required.

### **4. SERVICE ACCESSIBILITY AND ACCESS PROTECTION**

An active customer account and corresponding license provide one or more user logins for a period of time.

A user login consists of valid email address and password. The individual user controls the password information and is responsible for keeping it safe.

The customer is solely responsible for the protection of his account logins information. He is assumed not to share this information with third parties and to promptly act upon all unauthorized use, as well as report it to Creacode. Creacode is unaware of customers passwords and cannot be made accountable for misuse of personal information linked to the customer account and user logins.

## **5. AGREEMENT DURATION AND TERMINATION**

A Lhuna solution license applies for a fixed time period, as determined on the order. Creacode will inform the customer through the application and by email if the license is about to end. The customer will have the opportunity to renew the license by means of a new order and by paying the amount due for the next license period. If the customer does not renew before the active license period ends, the agreement ends and access to the services will be denied.

In the event of a change in functionalities or composition of the services of the Lhuna solution, Creacode commits to not reduce the functionalities offered through existing licenses.

If the customer is not satisfied about the services or disagrees with any of the offerings, he can opt out by not renewing the license. This does not entitle him to claim any compensation or refund of payment.

### **Termination conditions Creacode**

If Creacode believes to have an objective reason for deactivating an active license and thereby terminating an agreement, it has the right to do so. In case of deactivation of a paying license, Creacode undertakes to inform the customer 3 calendar days beforehand.

Objective reasons include, but are not limited to:

- there are reasons to assume that the provided customer identity information is false or inaccurate;
- there are reasons to assume that the customer uses the services for unauthorized purposes;
- there is suspicion that the terms of service are being violated;
- the customer fails to pay its outstanding invoices to Creacode in due time;
- an imminent bankruptcy of the customer;

After deactivation, Creacode can refuse the customer any future access to the services, or the deactivation could be undone after negotiation. In any of these cases Creacode is entitled to claim compensation for the damage incurred.

If the deactivation concerns a license with remaining period longer than a month and there will be no reactivation, Creacode undertakes to refund pro rata payment of the remaining full months of the license, after deduction of any claimed compensation, within 14 calendar days.

## **6. PRICES, INVOICING AND PAYMENT**

Currently applicable prices are posted on the website, expressed in euros, not including VAT.

Creacode gives no guarantees as to maintaining applicable prices for a certain period of time, considering its dependency on market structure and costs of related services. Prices may be increased or decreased, depending on changing circumstances, this in accordance with legally permitted standards. Any price adjustment will be effective for new orders only, leaving the customer the opportunity to opt out of the agreement by that time.

Before confirming an order, the customer is presented with the total price and VAT due, as it will appear on the invoice delivered after completion of the order. Invoices are delivered electronically by email.

Payment is due at the time of delivery. Creacode observes a period of 14 calendar days for allowing the payment transaction to occur.

If no or only partial payment has been received 14 calendar days following date of invoice, Creacode reserves the right to suspend access to the services until it has received actual payment.

In case of late payment, the invoice will, by law and without prior notice, be subject to late payment interest of 1% per overdue month, a month already started being considered to be fully lapsed. The amount due will moreover be increased by 12% of the invoice amount, with a minimum of fifty euros (excl. VAT), by way of lump sum compensation.

An invoice can be contested only by registered letter within 14 calendar days of the invoice date, stating invoice number, invoice date and a detailed explanation. Payment of part of an invoice is considered to be an explicit acceptance of the invoice.

## **7. DATA CONFIDENTIALITY AND RESPONSIBILITY**

All data entered by the customer while using the services will be treated by Creacode and its trusted partners with the utmost care and confidentially to the best of its ability.

Subject to the terms in this agreement, the customer grants Creacode the right to process its input data, in each case solely to the extent necessary to provide the Lhuna solution services to the customer or to analyze data patterns with the sole purpose of improving the services. Creacode may also access the customer's account in order to respond to explicit support requests.

Creacode acts as and should be regarded as mere facilitator for processing the customer input data. The customer owns and is ultimately responsible for his data and content. The customer has the responsibility of watching over the confidentiality of his data and ensuring that this confidentiality is also observed by third parties whom he grants access to his account. Creacode can never be held

liable for the loss or incorrect use of the input data of its customers, unless this would be solely accountable to negligence on its part.

Creacode will only ever grant a third-party access to the input data of a customer if it is requested to do so by law. Any costs or damage for Creacode resulting from such access will be at the expense of the customer.

Upon termination of the agreement, the customer is responsible for timely export of his data. Creacode will keep the data safe and treat it with the required confidentiality for a period of 30 days after termination. Any costs related to reactivating or delivering the data to the customer after termination of the agreement will be charged to the customer.

Further details on how Creacode deals with the protection of your data and personal information are described in its [Privacy Policy](#).

## **8. SUPPORT AND COMPLAINTS**

If the customer has questions about or problems with the functionality of the services, he may contact support by email at [support@creacode.be](mailto:support@creacode.be). Creacode will assist the customer to the best of its ability and as soon as possible in finding a solution for the specific customer demand.

## **9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

The terms in this section apply to the fullest extent permitted by law.

The customer understands and expressly agrees that use of the Lhuna solution services is at his sole risk. The services are provided on an "as is" and "as available" basis.

Creacode expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Creacode makes no warranty that the services will meet expected requirements, will be uninterrupted, timely, secure or error free, that the results that may be obtained from the use of the services will be accurate or reliable and that any errors in the software will be corrected.

Creacode will not be liable to the customer for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use of or the inability to use the services, the cost of procurement of substitute services, unauthorized access to the data or any other matter relating to the Lhuna solution. Neither will Creacode be liable for any defects incurred directly

or indirectly by an act of the customer or a third party, irrespective whether this act is caused by an error or by negligence.

## **10. FORCE MAJEURE**

Creacode will be entitled to temporarily suspend the performance of its obligations in the event of force majeure that prevents or delays the performance of obligations, without the requirement to give advance notice or to pay any compensation.

Force majeure means any event that is beyond the performer's control and against which it could not reasonably protect itself.

## **11. INTELLECTUAL RIGHTS**

All intellectual rights of the Lhuna solution and related materials and services belong to Creacode and its suppliers or partners. The customer has no ownership and may only use the services for the purpose and in the way they were intended to be used.

## **12. GOVERNING LAW**

These terms will be governed and construed in accordance with Belgian law. Conflicts will be handled exclusively by the courts in Kortrijk.

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