



# General terms & conditions

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These General Terms & Conditions ("**Terms**") govern your use of the Boxflow software-as-a-service platform ("**Service**") provided by Confidus Comm.V – SCS, with registered office Rue de la Victoire 57/1, 1060 Brussels, Belgium, registered with the Belgian Crossroads Bank of Enterprises under registration number 0839.449.975 ("**Boxflow**", "**Company**", "**we**", "**us**", or "**our**"). By accessing or using Boxflow, you ("**Customer**", "**you**", or "**your**") agree to be bound by these Terms.

## 1 General provisions

### 1.1 Applicability

These Terms apply to every subscription offer, communication, and agreement between Boxflow and Customer regarding the use of the Service, unless expressly modified in writing by both parties. Customer's use of the Service constitutes acceptance of these Terms.

### 1.2 Definitions

- **Agreement:** These General Terms & Conditions, together with any Data Processing Agreement, Enterprise Agreement, Statement of Work, or other written agreement expressly incorporated by reference, as applicable.
- **Service:** The Boxflow cloud platform for automating business communications through the integration of external (non-)government platforms, such as but not limited to eBox Enterprise and MyMinfin. Additional platforms may be integrated in the future at Boxflow's discretion.
- **External Platforms:** Third-party systems with which Boxflow integrates (eBox Enterprise, MyMinfin, and any future government or non-government platforms).
- **Subscription Period:** The agreed billing period (monthly or annual), beginning on the date after successful payment and continuing thereafter unless terminated.
- **Personal Data:** Any information relating to an identified or identifiable natural person, as defined by GDPR.
- **Data Controller/Processor:** As defined in GDPR Article 4(7) and 4(8).
- **Confidential Information:** Non-public information disclosed by either party, marked as confidential or reasonably understood to be confidential.
- **Enterprise Customer:** A Customer who has subscribed to an Enterprise plan and/or has executed a separate Enterprise Agreement with Boxflow.

## 2 Service description & scope

### 2.1 Service overview

Boxflow operates as a subscription-based Software-as-a-Service (SaaS) platform designed to automate business communications by integrating with various external platforms. The service encompasses a range of functionalities, including connecting to platforms such as eBox Enterprise, MyMinfin, and others, as well as enabling automated retrieval and processing of messages and documents. Additional features include user management with role-based access controls, secure archival and retrieval of communications, audit logging, and compliance reporting. Boxflow also supports automations that facilitate the extraction, transformation, and loading of messages, and offers API access for seamless integration with third-party systems.



## 2.2 Service limitations

The Customer recognises that Boxflow does not offer certain services as part of its standard subscription. Specifically, Boxflow does not provide on-premises installations or private cloud deployments, nor does it include custom development or other consultancy unless arranged as a separate paid service, as referenced in Article 11.

Furthermore, Boxflow does not supply legal or compliance advice regarding government regulations, and it cannot guarantee the retrieval of messages or documents within specified timeframes, as this is dependent on the availability of external platforms. Training and onboarding are limited to standard documentation only, and backup measures are confined to routine technical backups, without additional backup insurance. Integration is limited to those platforms explicitly listed on the Boxflow website, and Boxflow accepts no responsibility for any changes made by third-party platforms to their services, APIs, or data structures.

Messages and documents are accessed via external platforms such as eBox and MyMinfin, and remain available to the Customer directly through those platforms. Should the Customer's Boxflow subscription be terminated, access to these communications continues through the external platforms themselves, as Boxflow does not retain or store copies of such communications for retrieval after the subscription ends.

## 2.3 Feature tiers & limitations

The Service is provided in different subscription plans, each with defined limitations regarding user accounts, storage capacity, usage allowances, and other features. The specific features and limitations for each plan are displayed on the Boxflow website and in Customer's account dashboard.

Boxflow may charge a separate fee if the Customer uses Boxflow as an online archive for messages. This fee will apply specifically to the storage of messages maintained within Boxflow and will be communicated according to the applicable pricing schedule. Customers are encouraged to review storage-related charges before activating archival services to ensure transparency and alignment with their needs.

## 2.4 Updates & changes

Boxflow reserves the right to modify, add, or remove features or integrated External Platforms within existing plans, or to add, modify or discontinue plans. Significant feature removals will be communicated 30 days in advance. Customer may terminate without penalty if a feature removal materially affects the Service's usefulness for Customer's purposes.

## 2.5 Beta features & experimental offerings

Boxflow may offer features marked "Beta", "Pilot" or similar. Beta features may be unstable, subject to change, or discontinued at any time without liability. Customer uses Beta features at its own risk. Beta features are excluded from any availability commitments and are provided on an "as-is" basis.

# 3 Subscription, pricing & payment

## 3.1 Subscription model

Boxflow offers subscription-based access to the Service, billed monthly or annually at the prices displayed in Customer's subscription dashboard at the time of purchase. All prices are stated in EUR, excluding VAT unless otherwise specified.



### **3.2 Pricing & payment terms**

Subscriptions are paid through online payments processed by our payment provider, with customers choosing either prepaid annual or monthly billing cycles that match the contract period they select. Payment must be completed online, using a credit card, debit card, SEPA direct debit, or any other method supported by our current payment processor, before the subscription commences. Invoices will be sent via email or e-invoicing within five working days following receipt of payment.

For Enterprise Customers, billing operates on a postpaid monthly basis, with a standard contract period of one year unless otherwise specified in the Enterprise Agreement. Payments are made by wire transfer, due within 30 days of invoice issuance. Invoices are provided by email or e-invoicing within five working days after the close of each calendar month.

### **3.3 Price changes**

Boxflow may adjust subscription fees, provided certain conditions are met. Customers will be notified of any price changes at least 30 calendar days in advance by email. Should an upcoming renewal result in a price increase that exceeds 10% above the Belgian consumer price index (as published by the Belgian government), the Customer is entitled to cancel their Subscription without penalty prior to the change taking effect. Price adjustments only apply at the point of subscription renewal and will not be introduced mid-cycle. For Enterprise Customers, any changes to pricing will adhere to the terms specified in their individual Enterprise Agreements.

### **3.4 Late or failed payment**

If payment is overdue, a default interest rate of 1% per month (equivalent to 12% per year) will be applied to the outstanding balance, starting from the payment due date until full settlement. Customers are liable for all associated collection costs, including legal, administrative, and agency fees. Should payment fail or not be received by the commencement of the subscription or renewal period, Boxflow reserves the right to immediately suspend service access without any liability, although a 15-day grace period for payment retry may be offered. If payment remains outstanding after 30 days, Boxflow may terminate the subscription without further notice. To reactivate access following suspension, all overdue charges must be settled in full.

### **3.5 Taxes & fees**

Customer is responsible for all applicable taxes, duties, government charges, and fees associated with the subscription (unless already included in stated pricing). Customer shall provide valid tax registration documentation if requesting tax-exempt treatment.

### **3.6 Refunds**

All subscription fees are non-refundable, except as required by applicable law or where explicitly provided in this Agreement. Early cancellation does not entitle Customer to pro-rata refunds. This applies to all plans including monthly subscriptions.

### **3.7 Referral program**

Boxflow may offer a referral program, allowing Customers to earn benefits (credits, discounts, or other incentives) for referring new Customers. Any referral program is subject to specific terms published on the Boxflow website at the time of enrollment, which may include eligibility requirements; referral qualification criteria; benefit calculation and timing; modification or termination rights.

Boxflow reserves the right to modify or terminate any referral program at any time with 30 days' notice. Referral program benefits are not guaranteed and may be withdrawn or modified at Boxflow's discretion. Customers who participated in a terminated referral program may not claim damages or compensation.



Customers are solely responsible for fulfilling any and all tax obligations arising from the receipt of benefits, incentives, or compensation related to referring new customers. Boxflow shall bear no responsibility for the assessment, reporting, or payment of such taxes on behalf of the Customer, and the Customer undertakes to comply with all applicable tax laws and regulations in this regard.

### **3.8 Promotional offers & marketing credits**

Boxflow may provide promotional credits, discounts, complimentary trials, or other forms of promotional benefits from time to time. These offers are governed by specific eligibility criteria, which may restrict availability to new customers, existing customers, or particular groups, entirely at Boxflow's discretion. Promotional offers are strictly non-transferable and non-refundable, and are only available within the limited time frame stated at the time the offer is made. Boxflow reserves the right to modify or withdraw any promotional offer, provided written notice is given. Should a customer attempt to bypass eligibility requirements or misuse a promotion, the offer will be rendered void. Furthermore, any promotional credits awarded will expire at the conclusion of the promotional period and cannot be redeemed for cash or refunded under any circumstances.

### **3.9 Additional services & custom development**

Boxflow may offer additional paid services including custom development, integration work, training, consulting, and professional services. These services are billed separately under a Time & Materials ("T&M") basis at rates agreed in writing, plus reimbursable expenses (travel, accommodation, third-party services). See Article 11 for full terms governing custom development.

## **4 Term, termination & cancellation**

### **4.1 Initial subscription term**

The initial subscription term begins on the date when Customer's payment is initiated. The subscription continues for the selected period (monthly or annual) unless terminated earlier as provided in this Article.

### **4.2 Automatic renewal**

Customer's subscription automatically renews at the end of each billing period using the payment method on file, unless Customer cancels as specified in Article 4.4. Enterprise Customers' plans renew automatically for successive one-year terms, and customers may cancel their subscription by providing three months' notice prior to renewal, unless different terms are agreed in the Enterprise Agreement.

### **4.3 Upgrades and downgrades**

Upgrades and downgrades may be performed directly through the Subscriptions page within the Customer's dashboard. Downgrades are permitted only if the Customer's usage over the preceding three months falls within the features and limitations of the desired new plan. Any downgrade will take effect as from the next renewal period. Upgrades are available at any time; the Customer will be invoiced a prorated amount for the new Plan, with credit applied for any unused portion of the current plan.

### **4.4 Cancellation by customer**

Customer may cancel from the Subscriptions page in their dashboard up to 1 day before the end of the current billing period. Alternatively, Customer may cancel by providing written notice from the subscription administrator's email address to [hi@boxflow.be](mailto:hi@boxflow.be) or by registered letter.



Cancellation becomes effective at the end of the current billing period, and Customer will retain access to the service until that date. After the subscription ends, Customer may lose access to any data stored within Boxflow's system. However, Boxflow does not remove any messages or records from external platforms. Customer can still view their communications on those external services (such as eBox, MyMinfin, etc.), according to the respective data retention policies of those platforms.

No refunds are issued for cancelled subscriptions. Customer remains liable for the full current period's fees.

#### **4.5 Cancellation by Boxflow**

Boxflow reserves the right to terminate a subscription immediately without waiting for the end of the current billing period under certain circumstances. These include situations where the Customer materially breaches the Terms and fails to remedy the breach within 15 days of receiving written notice. Termination may also occur if the Customer violates the Acceptable Use Policy outlined in Article 7, repeatedly fails to make the required payments, or uses the Service for unlawful purposes or in ways that harm Boxflow's systems or other customers. In addition, immediate termination may be necessary to comply with legal or regulatory obligations, or if the Customer's actions create security risks or degrade service quality. For Enterprise Customers, termination may also be triggered by specific conditions stipulated in the Enterprise Agreement.

#### **4.6 Effect of termination**

When a subscription is terminated, whether by the Customer at the end of the current period or by Boxflow due to a breach or other specified violations, the Customer's access to the service will end on the relevant termination date, either at the period's conclusion for Customer-initiated cancellations, or immediately for Boxflow-initiated terminations. The Customer remains responsible for any subscription fees accrued up to and including the termination date. Data stored within Boxflow's systems may be deleted 15 days after termination. However, the obligations regarding confidential information and intellectual property will continue to apply even after the subscription ends. Any other obligations that are intended to survive termination, such as indemnification, limitations of liability, and confidentiality, will also remain in force.

#### **4.7 Suspension for non-compliance & violations**

Boxflow reserves the right to suspend a Customer's access to the service immediately and without liability if the Customer breaches the Acceptable Use Policy, uses the service in violation of applicable law, or if such use creates security or operational risks. Additionally, suspension may occur if payment is overdue and any applicable grace periods have expired. Suspended accounts may be reinstated once the violation has been remedied and any outstanding fees have been settled. Boxflow assumes no responsibility for any loss of data or interruption of service that may occur during the suspension period.

#### **4.8 Free tier termination**

The Boxflow Free tier is provided without charge and on an "as-is" basis. Boxflow may discontinue the Free tier by giving 30 days' notice to all users of this plan. After the Free tier is terminated, free accounts will be deactivated and any data stored within these accounts may be deleted without prior notice. No compensation or migration assistance will be offered to Free tier users. However, users who wish to retain access to the service may choose to upgrade to a paid plan.



## **5 Service availability & support**

### **5.1 Service availability**

Boxflow delivers its Service on a best-effort basis and does not provide any guarantees regarding uptime. Service interruptions may occur for several reasons, including routine or emergency maintenance, (which may be conducted with or without prior notice), security updates, technical difficulties, or the unavailability of External Platforms such as eBox or MyMinfin. Additionally, unforeseen circumstances or force majeure events can also impact service continuity.

### **5.2 Support channels**

Boxflow provides support on a best-effort basis via email to [hi@boxflow.be](mailto:hi@boxflow.be) or through a live chat feature. Support response and resolution times are not guaranteed. Support is provided during standard business hours (Monday-Friday, 9:00-18:00 CET). Issues reported outside business hours will be addressed when support resumes. Enterprise Customers with dedicated support arrangements shall follow their Enterprise Agreement terms.

### **5.3 External platform dependence**

Boxflow's Service is reliant on the availability and proper functioning of external platforms such as eBox and MyMinfin. As such, Boxflow cannot be held responsible for any downtime, changes to APIs or data structures, processing delays, loss of access, or any degradation in service that arises due to issues with these external platforms. Should an external platform encounter problems, Customers may experience reduced service quality or temporary unavailability of Boxflow's Service; however, such occurrences do not constitute a breach of Boxflow's obligations.

## **6 Data ownership, handling & portability**

### **6.1 Data ownership**

Customers maintain complete ownership of all data they upload to and process using Boxflow. This includes configuration and settings data, user account details, business rules and workflows, as well as metadata relating to processed documents. As a default practice, Boxflow does not retain or archive the actual messages, documents, or communications collected from external platforms such as eBox and MyMinfin. These items remain stored on the respective external platforms unless the Customer specifically activates the online archiving feature within the dashboard.

### **6.2 Limited license grant**

By using the service, the Customer provides Boxflow with a worldwide, non-exclusive, royalty-free licence to handle their data as necessary for delivering the service. This includes storing, processing, and retrieving Customer Data, performing routine backups and implementing security measures, and, when required for troubleshooting, impersonating the Customer within the platform. Additionally, Boxflow may analyse data that has been aggregated and anonymised to improve the service, ensuring that such analysis is not linked to the Customer's identity.

### **6.3 Use restrictions**

Boxflow commits to safeguarding Customer Data by only accessing it when necessary for the provision of its services, to comply with legal requirements, or to enforce the terms of the Agreement. The company will not share Customer Data with any third parties, except for subprocessors who have been explicitly authorised within the Data Processing Agreement. Furthermore, Boxflow does not use Customer Data for marketing purposes, product development, or to create competing services. Under no circumstances does Boxflow sell, rent or otherwise monetise Customer Data.



#### **6.4 Data retrieval & archival – External Platform responsibility**

Boxflow does not offer functionality for exporting messages or documents. Customers wishing to retrieve their messages or documents have several options available. They can download content directly from external platforms such as eBox Enterprise, MyMinfin, or other integrated services. While their Boxflow subscription is active, customers are able to view and download messages through the Boxflow interface. Once the subscription has ended, access to all messages remains available via the respective external platforms, in accordance with each platform's data retention policy. It is the customer's sole responsibility to download and archive any messages or documents they wish to keep after their Boxflow subscription ends, as Boxflow does not provide export services, data portability exports, or communication archives.

#### **6.5 Data storage & location**

Customer Data (configuration, settings, messages, logs, metadata) is stored on servers located within the European Union. Boxflow does not transfer Customer Data outside the EU without explicit written consent.

#### **6.6 Data deletion after termination**

Customer Data and account configuration may be deleted 30 days following the termination of a subscription. However, audit logs and access records are typically retained for up to five years to satisfy compliance requirements. Any messages or documents stored on external platforms such as eBox or MyMinfin are not removed by Boxflow and will continue to be accessible via those platforms in line with their individual data retention policies. As for backups, copies of Customer Data are preserved for up to one year solely for disaster recovery purposes. Should a customer wish to have all of their Customer Data deleted immediately, they can submit a request via email to [hi@boxflow.be](mailto:hi@boxflow.be), and the deletion will be processed within 30 days.

#### **6.7 Backup & disaster recovery**

Boxflow conducts automated daily backups of Customer Data and account configurations. However, these backups exclude any messages retrieved from external platforms, as such content remains stored within those platforms unless the Customer has specifically enabled the online archiving feature via the dashboard. Although Boxflow employs reasonable measures to protect backups, the Customer bears full responsibility for maintaining independent backups of any critical data, downloading messages from external platforms when long-term archiving is necessary, and ensuring compliance with applicable data retention laws by accessing messages directly from those external services. Boxflow does not accept liability for any loss of Customer Data or messages originating from external platforms.

### **7 Security, compliance & acceptable use**

#### **7.1 Security measures**

Boxflow employs a comprehensive range of industry-standard technical and organisational security measures to safeguard Customer Data. All data transferred through the platform is encrypted in transit using HTTPS/TLS protocols with a minimum 256-bit encryption, while data at rest benefits from AES-256 encryption. Access is controlled through role-based access controls (RBAC), and customers have the option to enable two-factor authentication (2FA) to further secure their accounts. The platform records all access to Customer Data through detailed audit logs, ensuring both compliance and the ability to investigate security events. Regular security patches and dependency updates are applied to minimise risks posed by vulnerabilities. In addition, Boxflow undergoes periodic, at least annual, third-party penetration testing to assess and enhance its security posture. The underlying cloud infrastructure is also hardened, featuring robust firewall rules and DDoS protection to defend against external threats.

## 7.2 Acceptable use policy

Customers are strictly prohibited from using the Service for any activities that are unlawful or harmful. This includes, but is not limited to, uploading or distributing illegal, defamatory, threatening, obscene, or malicious content, as well as any content that violates applicable laws. The transmission of viruses, trojans, worms, ransomware, or any form of malicious software is expressly forbidden. Attempts to gain unauthorised access to systems, hacking, interfering with the Service, or reverse-engineering Boxflow are also prohibited. Customers must not engage in spam, send unsolicited emails, participate in bulk messaging, or communicate abusively or harass others through the platform.

Furthermore, the infringement of intellectual property rights, such as violating third-party patents, copyrights, trademarks, or trade secrets, is not allowed. Activities that could degrade the performance of the Service, including denial-of-service attacks, cryptocurrency mining, mass data processing, or excessive use of system resources, are strictly forbidden. The Service must not be used to develop competing products or services, nor for benchmarking purposes against Boxflow. Content that promotes discrimination, hate speech, harassment, or violence is not permitted, and customers must respect the privacy rights of individuals and organisations at all times. Misrepresenting identity, impersonating others, or falsely claiming an affiliation is not acceptable. The operation of bots, scrapers, or other automated tools without the explicit authorisation of Boxflow is similarly prohibited.

## 7.3 Fair use policy

To maintain a high standard of service for all customers, Boxflow actively monitors usage and may impose fair use limits. These limits can include restrictions on the volume of data processed, such as the number of documents or messages handled per month, which varies depending on the customer's subscription plan. Additionally, there are maximum thresholds for API calls both per minute and per month, limitations on the number of concurrent connections a customer account may establish, and caps on total data storage, all as outlined on the Boxflow website. Processing resources are also subject to constraints, including limits on CPU usage, memory allocation, and the number of concurrent job executions permitted. Furthermore, each plan specifies the maximum number of user accounts or 'seats' allowed.

If a customer repeatedly exceeds these fair use thresholds, Boxflow may issue a warning regarding excessive usage. In such cases, the customer may be required to upgrade to a higher-tier plan that better suits their needs. Should excessive usage persist, Boxflow reserves the right to introduce temporary rate limiting or throttling measures, and in cases of continued abuse, may suspend the service altogether.

## 7.4 Violations of acceptable use policy

If Boxflow identifies any breaches of the Acceptable Use Policy, it reserves the right to suspend or terminate the customer's access to the service immediately, without incurring any liability. The customer remains fully responsible for any damages resulting from such violations. Should there be indications of criminal activity, Boxflow may notify the relevant law enforcement authorities. Offenders may also face a permanent ban from accessing Boxflow's services. Furthermore, accounts terminated due to policy breaches will not be eligible for refunds.

## 7.5 Data processing compliance (GDPR)

Boxflow operates as a Data Processor when handling Personal Data through its Service. Before any Personal Data is uploaded, customers are required to sign a dedicated Data Processing Agreement (DPA) that governs these activities. The DPA incorporates the mandatory provisions set out in Article 28 of the GDPR, stipulates the procedures for authorising and disclosing subprocessors, and, where relevant, integrates the EU Standard Contractual Clauses. It also outlines the assistance provided to customers in exercising data subject rights and specifies the rights relating to audit and compliance monitoring.

## **8 Intellectual property & ownership**

### **8.1 Boxflow IP rights**

Boxflow maintains exclusive ownership of all aspects of its Service, encompassing the underlying software, code, algorithms, and system architecture. This ownership extends to all associated documentation, help systems, templates, and user interface designs, as well as logos, trademarks, brand assets, and marketing materials. Furthermore, any derivative works, enhancements, or modifications to the Service, alongside all code, processes, and methods developed by Boxflow, including those arising from custom development, remain the sole property of Boxflow.

### **8.2 License grant**

The customer is granted a limited, non-exclusive, non-transferable, and revocable licence to use the Service strictly for their own internal business purposes throughout the duration of their subscription, and only in accordance with these Terms. This licence does not permit the customer to reverse-engineer, disassemble, or decompile the Service, nor does it allow the creation of derivative works or modifications. Furthermore, the customer may not sublicense or resell the Service, or use it as a hosted solution for third parties (such as through white-labelling), unless Boxflow has provided prior written consent.

### **8.3 Customer content IP**

If the customer supplies content, such as documents, images, text, or workflows, to Boxflow, the customer grants Boxflow a licence to use this material exclusively for the purpose of delivering the Service and enhancing its functionality, but only through aggregated and anonymised analysis. The customer affirms that all submitted content does not infringe upon any third-party intellectual property rights and complies with all relevant laws. It is the customer's responsibility to ensure they possess the necessary rights to provide all such content to Boxflow.

### **8.4 Feedback & suggestions**

Any feedback, suggestions, feature requests, bug reports, or other input provided to Boxflow (via email, support, or any other channel) may be used freely by Boxflow without compensation or attribution. Customer waives any claims to such feedback. Boxflow has no obligation to implement suggestions or acknowledge feedback received.

### **8.5 IP indemnification**

Customer indemnifies Boxflow against claims that Customer Data or Customer Content infringes third-party intellectual property rights, provided Boxflow has not altered or modified the content beyond Boxflow's normal operational use. This indemnity excludes infringements caused solely by Boxflow's use of Customer Data beyond the scope authorized by this Agreement.

### **8.6 White label licensing**

Boxflow may license the Service to partners ("White Label Partners") who provide the Service under their own brand name and terms. These T&C remain applicable even if the Service is accessed through a partner's interface or branding. Customer's relationship for billing and support may be with the White Label Partner, but Boxflow retains all IP rights and may terminate the partnership at any time, which may affect Customer's access.

## **9 Data processing agreement (GDPR)**

### **9.1 DPA requirement**

If a customer intends to process Personal Data, as defined by the GDPR, through Boxflow, it is mandatory for both parties to enter into Boxflow's standard Data Processing Agreement (DPA) prior to commencing any such processing.



Processing Personal Data via Boxflow without having agreed to the DPA, whether by signing the agreement or by providing online acceptance as part of the Terms and Conditions, constitutes a breach of both Article 28 of the GDPR and these Terms. In such cases, Boxflow reserves the right to suspend the Service until the required agreement is in place.

## **9.2 Subprocessors**

Boxflow may engage subprocessors to provide technical services (cloud hosting, backup, monitoring, analytics). A list of authorized subprocessors is available upon request.

## **9.3 Data transfers & legal mechanisms**

All Customer Data and Personal Data remains within the EU. If Customer requests processing in locations outside the EU (which Boxflow does not support by default), such transfers must be protected by EU Standard Contractual Clauses or other legal mechanisms recognized by EDPB, and require a separate written agreement.

## **9.4 Customer responsibilities**

The customer bears responsibility for ensuring that there is a valid legal basis, such as consent, a contractual requirement, or a legal obligation, for the collection of Personal Data. It is also the customer's duty to obtain all necessary consents from the individuals whose data is being collected. In addition, the customer must comply with the transparency requirements set out in Article 14 of the GDPR, including providing appropriate privacy notices and informing data subjects about any processing of their data that occurs through the Service. The customer is further expected to support with any access or deletion requests made by data subjects, as well as to undertake Data Protection Impact Assessments (DPIAs) when required under Article 35 of the GDPR.

# **10 Confidentiality**

## **10.1 Confidential information**

Both parties undertake to maintain the confidentiality of any non-public information exchanged between them. Such information must not be disclosed to any third party without the prior written consent of the disclosing party. Furthermore, confidential information may only be used for the purpose of fulfilling obligations under this Agreement. Each party is also required to implement reasonable security measures to safeguard the confidentiality of this information.

## **10.2 Exceptions**

Information shall not be considered confidential if any of the following circumstances apply: it is already public, provided that this is not due to a breach of the Agreement; it has been independently developed by the receiving party without any reference to the Confidential Information; it must be disclosed as required by law, regulation, or court order, provided that notice is given to the other party where legally permitted; or it was already known to the receiving party prior to its disclosure.

## **10.3 Public disclosure of relationship**

Boxflow may announce Customer's use of the Service in marketing materials, case studies, client lists, or press releases, unless Customer explicitly opts out in writing at the time of signup. Customer acknowledges this is a standard condition of using Boxflow.

## **10.4 Retention after termination**

Confidentiality obligations survive termination for five (5) years or until the information is publicly disclosed (whichever is earlier).

## **11 Custom development & professional services**

### **11.1 Scope & availability**

Boxflow may offer advisory, custom development, integration work, consulting, training, and other professional services, subject to availability and mutual agreement. These services are not included in standard subscriptions, are not guaranteed to be available, and are billed separately.

### **11.2 Engagement terms**

A written Statement of Work (SOW) must be mutually agreed upon, clearly outlining the scope, project timeline, deliverables, and associated fees. In the absence of a written SOW, all work will be deemed billable according to a Time & Materials basis, with the Customer agreeing to pay for the work upon handover of the corresponding timesheets. Billing in this circumstance will be calculated per started 15-minute increment.

All professional services will be billed either at pre-agreed hourly or project rates, with these rates confirmed in writing before any work commences. Any reimbursable expenses, such as travel, accommodation, third-party tools, or licensing, will be charged at cost plus a 15% markup. Where maintenance and support services are required, the Customer may be charged a maintenance and/or support fee at agreed monthly or annual rates, which will also be confirmed in writing before the start of work. Project timelines provided are estimates only and may be revised in response to changes in project scope or unforeseen complexities.

Any modifications to the original scope of work must be documented through a written change order, and no additional work will be undertaken without prior written authorisation. Furthermore, the Customer is required to pay a 30% advance before the commencement of any work.

### **11.3 Custom development IP**

All code, processes, methods, and deliverables produced during custom development activities will remain the exclusive intellectual property of Boxflow. Boxflow retains the right, at its sole discretion, to incorporate any such custom developments into the core Boxflow Service, thereby making them available to all customers. The Customer acknowledges that there is no exclusivity granted over these custom developments, and Boxflow is free to reuse any code, methods, or approaches in other projects as it sees fit. While the Customer is granted a non-exclusive, non-transferable licence to use the custom developments as part of the Service for the duration of their subscription, ownership of the source code and detailed technical documentation remains with Boxflow. The Customer will only receive access to the application, not the underlying source code or documentation.

### **11.4 Professional services terms**

Professional services provided by Boxflow are conducted on a best-effort basis, with no guarantee of achieving specific results or outcomes. The success and timely completion of custom development projects are contingent upon the Customer's prompt provision of feedback, decisions, and necessary information; any delays attributable to the Customer will result in corresponding extensions to the project timeline. Deliverables are deemed accepted once Boxflow has demonstrated them and the Customer has given their approval, although minor revisions may be requested. Payment for professional services must be made within thirty days of the invoice date, as stipulated in the Statement of Work. If the Customer elects to terminate custom development work prior to project completion, they are required to pay in full for all work performed and any expenses incurred up to the date of termination. In addition, the Customer shall pay a cancellation fee equal to 30% of the value of the remaining, non-completed work as specified in the Statement of Work.

### **11.5 Limitation of liability for services**

Boxflow's liability for custom development or professional services is limited to the fees paid for those services in the preceding 12 months. This limitation applies even if Boxflow was advised of potential damages.

## **12 Liability & disclaimers**

### **12.1 Limitation on liability**

With the exception of cases involving breach of confidentiality, intellectual property infringement, indemnification obligations, or bodily injury, Boxflow shall not be held liable under any circumstances for indirect, consequential, punitive, or special damages. This includes, but is not limited to, loss of profits, revenue, data, business opportunities, or goodwill, as well as damages arising as a secondary consequence of a breach or damages that were not reasonably foreseeable at the time of breach. This limitation of liability applies even if Boxflow was made aware of the possibility of such damages.

### **12.2 Liability cap**

Boxflow's overall liability arising from or in connection with this Agreement, whether that liability arises from contract, tort, negligence or any other basis, shall be limited to the total amount paid by the Customer for the services in the twelve months immediately prior to the claim. This limitation on liability does not extend to certain circumstances, including breaches of confidentiality, intellectual property infringement claims, indemnification obligations, bodily injury or death, gross negligence or wilful misconduct by Boxflow, or Boxflow's breach of applicable data protection laws or regulations, to the extent permitted by law.

### **12.3 Service "as-is"**

The service is provided strictly on an "as-is" basis, with no warranties of any kind, whether express or implied, offered by Boxflow. This includes, but is not limited to, any warranties concerning fitness for a particular purpose, merchantability, non-infringement, performance, availability, or the achievement of specific results. Boxflow makes no guarantees that the Service will fulfil the Customer's requirements, nor that it will be free from errors or interruptions. Additionally, there is no assurance that any defects will be rectified, or that External Platforms such as eBox or MyMinfin will remain compatible or continuously available. The availability of the Service itself is not guaranteed at all times.

### **12.4 Sole remedy**

The Customer's exclusive remedy for any claim shall be, at Boxflow's discretion, either the repair or correction of the Service issue, or a partial or full refund of the subscription fee for the period affected, provided that the issue materially impedes the use of the Service. Any refunds granted will be strictly limited to the subscription fees actually paid for the relevant period, and shall not cover consequential damages, lost profits, or any other types of claims.

### **12.5 Third-party services**

Boxflow shall bear no liability whatsoever for the actions or failures of third-party services, including but not limited to payment processors, providers of cloud infrastructure, external platforms such as eBox and MyMinfin, or any third-party APIs, integrations, or related services. Any damages resulting from the failure, unavailability, or disruption of these third-party providers are entirely outside Boxflow's responsibility.

### **12.6 Customer responsibility**

The Customer bears sole responsibility for a number of key obligations under this Agreement. This includes maintaining independent backups of all critical data, as well as downloading and securely archiving messages from external platforms to ensure their preservation. The Customer must also comply with all Belgian and EU regulations concerning data retention. In addition, it is the Customer's duty to safeguard login credentials, preventing unauthorised access to the Service. The Customer is expected to use the Service responsibly and strictly in accordance with Boxflow's Acceptable Use Policy. Finally, it remains the Customer's responsibility to evaluate whether the Service is suitable and meets their specific requirements.

## 12.7 External platform dependency disclaimer

Boxflow's Service is fundamentally reliant on the availability and proper functioning of external platforms such as eBox, MyMinfin, and others. Boxflow accepts no responsibility for any changes made to these platforms' APIs, data structures, or functionalities, nor for any periods of downtime or unavailability. The company is not liable for any loss of access, processing delays, or data loss that may occur within these external platforms, nor for any regulatory changes or the termination of services by these platforms. In the event that an external platform becomes unavailable or undergoes substantial change, resulting in a degradation or complete loss of Boxflow's Service, such circumstances shall not constitute a breach of Boxflow's obligations under this Agreement.

## 13 Warranty disclaimers

### 13.1 External platforms

Boxflow accepts no responsibility for any modifications made to external platform systems, such as eBox, MyMinfin, or portals operated by tax authorities. This includes any compatibility issues that may arise as a result of updates or changes implemented by these platforms. Furthermore, Boxflow cannot be held liable for delays in the retrieval of documents or messages if such delays are due to problems with external platforms. The company is also not accountable for any regulatory changes that may impact these platforms, nor for the discontinuation or termination of their services. While Boxflow will make commercially reasonable efforts to preserve compatibility with external platforms, it does not guarantee that such compatibility will be maintained indefinitely or following any changes made by the external providers.

### 13.2 Legal & compliance

Boxflow does not offer legal, tax, or compliance consultancy. The Customer is entirely responsible for interpreting and adhering to all relevant Belgian, EU, and other applicable regulations. It is the Customer's duty to assess whether the Service satisfies any regulatory requirements and, where necessary, to seek advice from qualified legal professionals on compliance matters. Furthermore, the Customer must ensure that statutory document retention periods are observed, typically by maintaining direct access to the relevant external platforms. Responsibility for compliance with data protection laws, such as the GDPR, also rests solely with the Customer.

### 13.3 Free tier disclaimer

The Boxflow Free tier, when available, is offered strictly on an "as-is" and best-effort basis. Users of the Free tier should be aware that support is highly limited, restricted only to essential troubleshooting. Data stored in free accounts is not guaranteed and may be deleted at any time without prior notice. Boxflow reserves the right to discontinue the Free tier with 30 days' notice to all users participating in the offer. Additionally, when the Free tier ends, Boxflow will not assist with data migration or export, and users are responsible for managing their own data. Free accounts may also be subject to significant restrictions, such as reduced data volume, limited API calls, or constrained access to features.

## 14 Indemnification

### 14.1 Customer indemnity

The Customer agrees to indemnify, defend, and hold harmless Boxflow against any third-party claims, damages, or expenses, including legal fees, that may arise as a result of the following: any infringement of third-party intellectual property rights caused by Customer Data or Customer Content; the Customer's use of the Service in a manner that infringes third-party rights or breaches applicable laws; any violation of this Agreement by the Customer; breaches of the Acceptable Use Policy; and any claims brought by the Customer's own clients or end-users relating to the Customer's use of the Service.

## 14.2 Boxflow indemnity

Boxflow agrees to indemnify, defend, and hold the Customer harmless against any third-party claims alleging that the unaltered Service, as supplied by Boxflow, infringes upon third-party intellectual property rights. This protection is subject to certain conditions: the Customer must notify Boxflow of any such claim within 30 days of becoming aware of it, grant Boxflow sole authority over the defence and settlement of the claim, and offer reasonable assistance as required. Should it be determined that the Service does infringe upon intellectual property rights, Boxflow reserves the right to either secure continued usage rights for the Customer, alter the Service to eliminate the infringement, or, if necessary, terminate the Customer's subscription and refund any unused prepaid fees.

## 15 Force majeure

### 15.1 Definition

A "Force Majeure Event" refers to any circumstance or event that is beyond the reasonable control of the affected party, rendering the performance of this Agreement impossible or impracticable. Such events may include natural disasters like earthquakes, floods, hurricanes, tornadoes, severe weather conditions, or other acts of nature, as well as pandemics, epidemics, or other public health emergencies. Government or regulatory actions, such as new regulations, decrees, security requirements, service discontinuations, sanctions, embargoes, or trade restrictions, also qualify as force majeure if they prevent or prohibit the delivery of services, or terminate access to government platforms. Additionally, technical or cyber incidents, such as widespread cyberattacks (including distributed denial-of-service attacks or ransomware that target critical infrastructure), failures in telecommunications infrastructure affecting the Internet backbone, or catastrophic failures at third-party cloud providers impacting multiple regions, are considered force majeure events. This also extends to malware or cyber events impacting critical infrastructure providers, provided it is not isolated to Boxflow alone. Moreover, prolonged unavailability of essential third-party services, such as cloud infrastructure or payment processing, due to their own force majeure events, as well as extended downtime of government platforms like eBox or MyMinfin during emergencies, are covered under this definition.

However, force majeure does not include planned system maintenance (such as scheduled upgrades or routine patches), minor third-party service interruptions (temporary outages or maintenance), errors or misuse in customer configuration, Boxflow's failure to deploy backup systems or redundancy, increased costs or resource needs, labor disputes or strikes (unless they are industry-wide and prevent all competitors from operating), any event that could have been reasonably anticipated or avoided, or general business difficulties and market fluctuations.

### 15.2 Notice & mitigation obligations

If a party is affected by a Force Majeure Event, it must promptly notify the other party via email ([hi@boxflow.be](mailto:hi@boxflow.be) for Boxflow, or the Customer's designated contact), providing details about the event, its expected duration, affected services, and planned mitigation steps. The impacted party should take all reasonable actions to minimise disruption. Boxflow may activate backups or alternative infrastructure; the Customer should seek alternate communication channels or government platforms if needed. Both parties must share regular updates on status and recovery timelines and work together to restore normal operations promptly.

### 15.3 Suspension of performance & payment obligations

If a Force Majeure Event occurs, Boxflow's obligations are suspended only if the event directly prevents them from performing. Boxflow can suspend payment obligations only when it is impossible to process or receive payments, not for specific fee disruptions. No refunds or credits will be issued for downtime caused by such events. Customers must continue paying subscription fees during disruptions, and Boxflow is not liable for failures due to external platforms. Customers may suspend payments only if a prolonged Force Majeure Event is directly caused by Boxflow, such as damage to a Boxflow-managed data centre resulting from Boxflow's negligence.

#### **15.4 Duration & termination rights**

If a Force Majeure Event disrupts service for up to 72 hours, Boxflow will work to restore services as quickly as possible, with no termination rights, penalties, or refunds. For disruptions longer than 72 hours but less than 30 days, either party can request to suspend obligations through written notice, and Boxflow will keep the Customer updated on recovery. Should the disruption exceed 30 days, either party may terminate the agreement without penalty, and the Customer will receive a prorated refund for unused subscription fees.

#### **15.5 Force majeure involving external platforms**

If a Force Majeure Event impacts External Platforms like eBox or MyMinfin, Boxflow is not liable for the resulting unavailability, and its obligations are suspended. Boxflow will inform the Customer of the platform status, and Customers may still be able to access messages directly via the platform. If the government platform is permanently discontinued, the Customer can terminate the agreement, but no refunds or credits will be given for outages caused by such Force Majeure Events.

#### **15.6 Government emergency declarations**

If the Belgian government, the European Union, or any relevant regulatory authority declares an emergency or force majeure status, such as in the event of a pandemic, cybersecurity incident, or critical infrastructure failure, this declaration will serve as definitive proof of a Force Majeure Event. In such circumstances, Boxflow is permitted to immediately suspend its services in compliance with any government directive, without the need to obtain customer consent or provide advance notice for suspensions mandated by authorities.

### **16 Dispute resolution**

#### **16.1 Informal resolution**

Before initiating legal proceedings or arbitration, both parties are required to attempt informal resolution of any dispute, claim, or disagreement regarding this Agreement.

#### **16.2 Informal escalation**

If a Customer has a complaint, they must submit a written notice to [hi@boxflow.be](mailto:hi@boxflow.be), providing a detailed description of the dispute, the specific contractual provisions involved, the damages claimed or the relief sought, relevant supporting documentation, and a proposed resolution. Boxflow will acknowledge receipt of the complaint within five business days. If Boxflow cannot offer an immediate solution, a meeting will be arranged between the Customer's executive (or designated representative) and a Boxflow executive, which may take place via phone, video, or in person. During this meeting, both parties are expected to present good-faith settlement proposals and attempt mediation in a collaborative atmosphere. The meeting must be held within thirty days of the initial complaint notice, unless both parties mutually agree to extend this period, up to a maximum of 180 days.

#### **16.3 Mediation**

If the informal escalation process does not lead to a resolution within 30 days, either party has the option to suggest mediation with the assistance of a neutral third-party mediator. Participation in mediation is voluntary and requires the consent of both parties. Should both parties agree to proceed, the mediator will be chosen from the Belgian Centre for Arbitration & Mediation or a comparable institution. The costs associated with mediation will be shared equally by both parties, and the sessions will be conducted in either English or Dutch, as mutually determined. Mediation sessions are to be scheduled within a few days following the mediation request. Any settlement agreement reached through this process will be legally binding and enforceable. However, it is important to note that mediation does not extend the overall dispute resolution timeline; if mediation is unsuccessful, either party may proceed to litigation. Furthermore, mediation does not guarantee a resolution nor does it require either party to accept an outcome they find unfavourable.

## 16.4 Litigation

If a dispute remains unresolved following the informal escalation process (and, where applicable, mediation), within sixty days from the date of the initial notice, either party is entitled to initiate legal proceedings. Such proceedings must be brought exclusively before the Dutch-language division of the competent courts of Brussels, Belgium, and all disputes will be governed by Belgian law in accordance with Article 1.3. Furthermore, the prevailing party in any legal action shall be entitled to recover reasonable legal fees and court costs.

## 16.5 Exceptions allowing immediate judicial action

Despite the escalation process detailed above, either party retains the right to seek immediate judicial intervention, including emergency injunctive relief, without first completing the informal or mediation steps in specific circumstances. These circumstances include: instances of intellectual property infringement, such as the Customer's unauthorised use of Boxflow's IP or Boxflow infringing upon the Customer's intellectual property rights; data security emergencies involving breaches, unauthorised access, or imminent security threats that necessitate urgent court action; situations where a delay in obtaining a court order would result in irreparable harm; ongoing violations by the Customer following Boxflow's termination notice, such as continued unauthorised access; and cases where Boxflow is pursuing the collection of unpaid fees through enforcement proceedings.

## 16.6 Continued performance during dispute

Except in cases where Boxflow has terminated the agreement due to a material breach, both parties are required to continue fulfilling their respective obligations throughout the dispute resolution process. The Customer must continue to pay subscription fees, although they may request that disputed fees be placed in escrow pending resolution. Meanwhile, Boxflow is obliged to maintain the provision of its Service, but may choose to restrict access to only those features not under dispute. Provisions regarding force majeure or service suspension will be applied solely in situations where it is genuinely impossible for Boxflow to provide the Service.

## 16.7 Confidentiality of dispute resolution

All communications exchanged during informal escalation, mediation, and negotiation processes are considered confidential and privileged, meaning they are not subject to discovery or admissible as evidence in any subsequent litigation. These communications are also deemed without prejudice, so they cannot be used as admissions or proof against either party. Furthermore, mediation-related exchanges are protected and may not be disclosed unless both parties provide written consent. Exceptions to this confidentiality exist: either party may disclose such communications if required by a court order or applicable law, if necessary to enforce a settlement agreement, or if disclosure is essential to defend against a claim arising from the dispute.

## 17 Insurance & risk allocation

### 17.1 Insurance

Boxflow maintains commercial general liability insurance appropriate for IT services. Coverage details are available upon reasonable request.

### 17.2 Risk allocation

The Customer acknowledges and accepts full responsibility for all risks associated with their use of the Service. This includes ensuring the quality and accuracy of their data, maintaining independent data backups and implementing appropriate recovery measures, and adhering to all applicable data retention and regulatory requirements. The Customer is solely responsible for safeguarding login credentials and account security. Additionally, it is the Customer's duty to evaluate whether the Service aligns with their operational needs and to bear any consequences arising from business decisions made on the basis of outputs or data provided by the Service.

## **18 Customer representations, warranties & obligations**

### **18.1 Customer authority**

The Customer affirms and guarantees that it is a duly constituted legal entity with the authority to enter into this Agreement. The Customer confirms it has the legal capacity to be bound by these terms, and that the individual executing this Agreement on its behalf is fully authorised to do so by the Customer. Additionally, the Customer certifies that no law or regulation prohibits it from using the Service. Finally, the Customer confirms that all necessary approvals or authorisations from its management or board have been obtained in connection with executing this Agreement.

### **18.2 Customer data ownership & rights**

The Customer confirms and guarantees that it possesses full ownership of all data, documents, configurations, and content uploaded to or generated through the Service ("Customer Data"). The Customer further assures that it has the necessary rights to provide all such Customer Data to Boxflow for processing. In cases where Customer Data contains information belonging to third parties, the Customer warrants that it has secured the appropriate rights or consents from those third parties. Additionally, the Customer affirms that the Customer Data does not infringe on any third-party intellectual property rights, which include but are not limited to patents, copyrights, trademarks, trade secrets, or moral rights. The Customer also guarantees that supplying Customer Data to Boxflow will not breach any confidentiality obligations, non-disclosure agreements, or similar commitments previously made to third parties. Finally, the Customer confirms that all Customer Data has been obtained in full compliance with applicable laws and regulations.

### **18.3 Customer content compliance**

The Customer represents and warrants that all Customer Data, as well as the Customer's use of the Service, fully complies with relevant legal and regulatory requirements. Specifically, the Customer affirms that the Customer Data does not contain any illegal material as defined by Belgian or EU criminal law, nor does it include content that is defamatory, threatening, obscene, or harassing in nature. Furthermore, the Customer ensures that Customer Data does not infringe upon any third party's intellectual property rights and does not violate the privacy or data protection rights of any individual or organisation. The Customer also guarantees that the data submitted or generated is free from malware, viruses, trojans, ransomware, or any other form of malicious code. In addition, the Customer confirms that the data does not breach any government classification, secrecy, or confidentiality laws, such as those relating to classified government information, and that it does not consist of export-controlled materials subject to sanctions.

### **18.4 Government regulation compliance**

The Customer represents and warrants that it has evaluated whether Boxflow is suitable for fulfilling its regulatory obligations. The Customer acknowledges that it bears sole responsibility for ensuring that its use of Boxflow complies with all relevant Belgian and EU regulatory requirements. Boxflow has not provided the Customer with legal or compliance advice concerning these regulatory matters. Where appropriate, the Customer confirms that it has sought guidance from qualified compliance advisors regarding its regulatory obligations. Furthermore, the Customer assures that its use of Boxflow does not contravene any applicable industry-specific regulations, such as those pertaining to tax law, social security law, or government reporting obligations.

### **18.5 Account security**

The Customer represents and warrants that it will maintain strict confidentiality over all account credentials, including logins, passwords, and API keys, ensuring they are not shared with any unauthorised individuals. Should credentials be compromised or if there is any suspicion of unauthorised access, the Customer will immediately notify Boxflow.

Strong passwords will be used and updated regularly, and two-factor authentication (2FA) will be enabled when available. The Customer will implement appropriate access controls within its organisation, ensuring that only necessary personnel are granted access, and not all employees are permitted entry. Additionally, the Customer will actively monitor account activity and promptly report any suspicious behaviour to Boxflow. The Customer acknowledges that it is solely responsible and liable for all actions undertaken through its account by its users, employees, and authorised representatives.

#### **18.6 Acceptable use compliance**

The Customer affirms and guarantees that they will not use the Service in any manner that violates the Acceptable Use Policy, as outlined in Article 7.2. The Customer further agrees not to attempt unauthorised access to Boxflow's systems, the systems of competitors, or any government systems. Additionally, the Customer will refrain from reverse-engineering, decompiling, or disassembling any Boxflow code or software. The Customer also commits to not intentionally or negligently exceeding the fair use limits specified in Article 7.3. The Service will not be used for competitive purposes, such as benchmarking against Boxflow or for the development of services that compete with Boxflow. Moreover, the Customer will not transmit any harmful content, including malware, viruses, or ransomware, through the Service. Finally, the Customer pledges not to engage in denial-of-service attacks, resource exhaustion activities, or any form of service abuse.

#### **18.7 Indemnification of Boxflow**

The Customer shall indemnify Boxflow against any and all claims, damages, costs, or losses that may arise in connection with the Customer's breach of the representations and warranties set forth in this agreement. This indemnification also extends to instances where the Customer misuses the Service in violation of the Acceptable Use Policy, as well as to any claims alleging that Customer Data infringes upon third-party intellectual property rights. In addition, the Customer is responsible for indemnifying Boxflow against any privacy violations, including claims resulting from the Customer's collection, use, or disclosure of Personal Data. Regulatory violations, whether related to Belgian, EU, or industry-specific requirements arising from the Customer's use of the Service, also fall within the scope of this indemnification. Furthermore, the Customer's negligence or misconduct in using the Service, and any third-party claims associated with Customer Data or the Customer's use of the Service, are covered by this provision. However, Boxflow's indemnification obligations are subject to the liability caps and exclusions detailed in Article 12.

#### **18.8 Remedies for breach**

If the Customer fails to comply with the representations and warranties outlined in this agreement, Boxflow reserves the right to immediately suspend or terminate the Customer's access to the Service. The Customer remains fully liable for any resulting damages, costs, and regulatory penalties. In such circumstances, Boxflow is entitled to seek injunctive relief through the Dutch-language division of the competent courts of Brussels. Furthermore, the Customer is obligated to cover all legal fees and costs incurred by Boxflow in enforcing these provisions.

### **19 Term survival**

The following provisions shall remain in effect indefinitely, even after the termination or expiration of this agreement: Article 6, which addresses Data Ownership and Portability; Article 8, concerning Intellectual Property rights; Article 10, related to Confidentiality, which will survive for a period of five years; Article 12, which outlines Liability and Disclaimers; Article 13, covering Warranty Disclaimers; Article 14, pertaining to Indemnification; and Article 17, regarding Insurance and the allocation of risk.

## **20 Entire agreement & amendments**

### **20.1 Entire agreement**

These Terms, together with any Data Processing Agreement and Enterprise Agreement (if applicable), constitute the entire agreement regarding the Service and supersede all prior negotiations, representations, and understandings.

### **20.2 Amendment rights**

Boxflow reserves the right to amend these Terms at any time by publishing the updated Terms on the Service and sending a 30-day advance notice to the Customer's email address. Following the notification of material changes, the Customer has several options: to continue using the Service, which will be regarded as acceptance of the revised Terms; to reject the material changes by cancelling their subscription without incurring any penalty within the 30-day notice period; or to reach out to [hi@boxflow.be](mailto:hi@boxflow.be) to discuss the possibility of negotiating a bespoke Enterprise Agreement with alternative terms.

### **20.3 No modification without authorization**

Deviations from these Terms must be approved in writing by authorized representatives of both parties to be enforceable. Email signatures or digital approvals are acceptable.

### **20.4 Enterprise agreements**

Customers with separate written Enterprise Agreements are governed by those agreements. In case of conflict between an Enterprise Agreement and these Terms, the Enterprise Agreement controls.

## **21 Miscellaneous**

### **21.1 Order of precedence**

In case of conflict: (1) written Enterprise Agreement signed by authorized parties; (2) Data Processing Agreement; (3) these General Terms & Conditions.

### **21.2 Governing law & jurisdiction**

These Terms are governed by the laws of the Kingdom of Belgium, with disputes resolved exclusively in the Dutch-language division of the competent courts of Brussels. Both parties recognize email as legally valid evidence.

### **21.3 Non-assignment**

Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent to an affiliate or subsidiary, or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee assumes all obligations hereunder. The assigning party shall provide written notice of any such assignment within 30 days.

### **21.4 Severability**

If any provision of these Terms is found invalid or unenforceable, that provision is severed, and all remaining provisions continue in full force and effect. The invalid provision will be replaced with a valid provision that achieves the original intent as closely as possible.

### **21.5 Partner reselling & white label**

Boxflow may license third-party Partners to offer the Service under their own brand. If you use Boxflow through a Partner, these Terms and Conditions still apply, though billing and support might be handled by the Partner. All



Service intellectual property remains with Boxflow. Boxflow can end its relationship with any Partner at any time, which could affect the Customer's access.

#### **21.6 Entire company portfolio**

Customer acknowledges that Confidus Comm. V – SCS may offer other products, services, or platforms in addition to the Service. Use of offerings other than Boxflow is governed by their own separate terms.

#### **21.7 Compliance with laws**

Customer shall comply with all applicable laws and regulations in Customer's use of the Service, including Belgian law, EU regulations, and regulations of any country where Customer's data is stored or processed.

#### **21.8 Waiver**

The failure of either party to enforce any right or provision does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative.

#### **21.9 Assignment & subcontracting**

Customer may not assign these Terms without Boxflow's written consent. Boxflow may subcontract or delegate its obligations to third parties without notice. Boxflow remains responsible for subcontractors' performance.

#### **21.10 Third-party links & content**

The Service may link to third-party sites or services. Boxflow does not control their content, availability, or accuracy. Use of third-party services is subject to their terms, not ours.