

CLIENT - SPECIFIC TERMS AND CONDITIONS

BETWEEN:

Digiteal SA having its registered office at Rue Emile Francqui No.6, Building 9, 1435 Mont-Saint-Guibert (Belgium) identified at Banque Carrefour des Entreprises, Belgium, under number BE 0630 675 588,

Hereinafter referred to as "**Digiteal**".

AND:

Any legal person who has accepted these Client-specific terms and conditions,

Hereinafter referred to as the "**Client**",

Individually referred to as "**Party**" and together as "**Parties**",

WHEREAS:

The Client wishes to use the **Services** of Digiteal defined in [ARTICLE 4. Description of Services](#). The Client acknowledges that he has received from Digiteal all the necessary information enabling him to assess whether the Services are adequate for his needs and to take all necessary precautions for use thereof.

THIS HAVING BEEN SHOWN, THE FOLLOWING WAS AGREED:

ARTICLE 1. Definitions

The **terms** beginning with a capital letter in these Client-specific terms and conditions, whether used in the singular or plural, shall have the meanings given to them below. Additional definitions are included in the "**General Terms and Conditions**". Unless specified otherwise, the definitions in the General Terms and Conditions have the same meaning in these Client-specific Terms and Conditions.

"Anonymised Copy"	means a copy of the Personal Data in which the private and confidential information has been deleted.
"Force Majeure"	means any unforeseeable event, arising out of circumstances other than a breach of the Contract and that is beyond the control of the affected Party and renders the performance of the affected Party's obligations under the Contract impossible;
"Integrator"	means the technical service provider that connects to Digiteal's services on

behalf of the Client.

“Intellectual Property” means all Brands, logos, trademarks, internet domain names, models and designs, patents as defined in the Belgian Code of economic law and EU legislation.

“Intellectual Property Rights” means all the rights pertaining to the Intellectual Property including copyrights (including all rights relating to software) and moral rights, rights relating to databases, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications, if any, as well as all equivalent rights or means of protection leading to a similar result anywhere in the world

“SaaS” means Software as a Service, i.e. business applications rented online

ARTICLE 2. Contractual documents

2.1. These Client-specific Terms and Conditions, together with the documents entitled

- **“Data Privacy Policy”,**
- **“General Terms and Conditions”** and
- potentially a **“Marketplace Agreement”**

constitute the entirety of the commitments existing between the Parties (hereinafter referred to as "the Contract") excluding the Client's own general terms and conditions. The Contract replaces and cancels any previous oral or written undertakings relating to its subject matter.

2.2. In the event of a contradiction between one and/or more provisions contained in any of the documents of the Contract, the Marketplace Agreement shall prevail over the Client-specific Terms and Conditions, the Client-specific Terms and Conditions shall prevail over General Terms and Conditions, and General Terms and Conditions shall prevail over Data Privacy Policy.

ARTICLE 3. Conclusion, duration and renewal

3.1. Unless otherwise agreed, the online electronic signing of the Contract by the Client binds the Parties from the moment at which the Client has ticked the box referring to the reading and effective acceptance of the Contract.

3.2 The Contract is concluded for a fixed period of one (1) year from the acceptance of the Contract.

3.3. Unless notice is given to the other Party by registered letter at least two months before the expiry date, the Contract shall be tacitly renewed for an equivalent duration under identical conditions, unless the Parties agree on a new functional scope for Services in order to better meet the Client's needs.

3.4. The Client undertakes to keep all the Data contained in his profile up-to-date, including address, bank accounts and beneficial owners.

ARTICLE 4. Description of Services

4.1. APPLICATION SERVICES

In addition to the Services described in the General Terms and Conditions, Digiteal consents to the Client a right of end-use of the Services which are defined below, including application service maintenance and technical assistance.

a) Invoice presentation service

This service allows the Client to present its invoices to the End Customers electronically on the DIGITEAL invoice management platform. By accessing this platform (via their smartphone, tablet or computer), End Customers benefit free-of-charge from DIGITEAL's functionalities:

- centralisation of all their invoices;
- automatic reminders;
- manual or automatic payment;
- archiving;
- analysis
- tool; etc.

b) Online payment service ("ONE CLICK")

This service allows the Client to offer its End Customers the option to pay the Client through the DIGITEAL platform. Payments by End Customers will be made to a third party account opened in the name of DIGITEAL SA via SEPA Direct Debit or another payment method and will then be transferred automatically to the Client's account through a SEPA Credit Transfer. The transfer of funds will include the expected communication, as well as identifying Data available to Digiteal relating to the End Customer as ultimate debtor. In order to offer this payment service, Digiteal is authorised by the National Bank of Belgium as a payment institution.

c) Access to Bank Statements (AIS)

This service enables the Client to receive information related to the banking movements of a PSU. Access to bank movements is authorised if the PSU has given Digiteal its consent to access the bank account and to share this information with the Client.

d) Payment Initiation Service (PIS)

This service allows the Client to present payment options that lead, after consent given by the PSU, to the execution of one or more payments from the PSU's account.

e) SDD CORE mandate creation

This service enables the Client to initiate the creation, check the data and get the consent for an SDD Core mandate for one of its End Customers. The confirmation process verifies that the End Customer

has access to the bank account and that the name of the bank account holder matches the name of the End Customer. This confirmation and the consent of the End Customer are provided through a certified document to the Client that is the proof of the proper creation of the mandate.

4.2. ONLINE SERVICES

Digiteal shall make available to the Client the Services on its server via Internet.

Under the conditions of [ARTICLE 6. Licence](#), Digiteal grants the Client the right to use the Services developed by Digiteal on a non-exclusive basis.

Digiteal is responsible for hosting the Data, for maintenance and for the security of the Services.

Digiteal regularly backs up the Data.

4.3. NETWORK

The network is chosen by the Client. Digiteal provides no guarantee.

As Digiteal cannot be held liable for line interruptions in the network, the Client's attention is drawn in particular to the importance of choosing their operator and the operator's product, and in particular the back-up option they can offer by setting up a parallel line in the event of a network interruption.

4.4. ACCESS TO APPLICATION SERVICES

The Client alone shall use this right of access. With the exception of maintenance periods, they will be able to connect at any time, i.e. every day, 24 hours a day.

The following access procedure must be strictly adhered to by the Client.

Access is provided:

- from any computer;
- using the Login Codes chosen by the Client Users during their registration.

Client Users will use their Login Codes each time they connect to the Services.

Login Codes are intended to restrict access to the Services covered by the Contract and provided to the Client Users, to protect the integrity and availability of the Services, and to protect the integrity, availability and confidentiality of the Client's Personal Data as transmitted by the Users.

Login Codes are both personal and confidential. They may only be changed at the request of a User or on the initiative of Digiteal, provided that the Client is informed in advance. The Client undertakes to do everything possible to keep the Login Codes concerning him/her confidential and not to disclose them in any form whatsoever.

The Client is fully responsible for the choice and use of the Login Codes and is solely responsible for the safekeeping of the Login Codes provided to them by Digiteal. It will ensure that nobody who is not authorised by Digiteal has access to the Services. In general, the Client is responsible for the security of the individual workstations used to access the Services. In the event that the Client becomes aware that another person has gained access, the Client must inform Digiteal without delay. In the event of loss or theft of one of the Login Codes, the Client shall use the procedure set up by Digiteal to recover the Login Codes from its Client Users and, in the case of emergency, the Client may send an email to the address support@digiteal.eu

ARTICLE 5. Quality of Services

5.1. The Client is informed of the technical risks inherent in the Internet, and of the interruptions to access that may result therefrom. Consequently, Digiteal shall not be held liable for any slowdown or unavailability of the Services. Digiteal is not in a position to guarantee the continuity of the Services, which are executed remotely via the Internet; this is something that the Client acknowledges.

In addition, it is the Client's responsibility to respect the volume thresholds and to notify Digiteal in the event of an increase in its processing capacity requirements.

In the event of non-compliance by the Client with the Contract, Digiteal reserves the right to limit or suspend the Client's access to the Services.

5.2. Digiteal undertakes to implement effective checks to provide reasonable assurance that the Client can access and use the relevant applications at any time, i.e. 24 hours a day, 7 days a week.

Services may occasionally be suspended due to maintenance operations that are necessary for the proper functioning of the Platform. In the event of an interruption to the Services as a result of maintenance work, Digiteal undertakes to inform the Client as soon as possible of the interruption so that the Client can make suitable arrangements in advance to avoid any disruption of its activity.

ARTICLE 6. Licence

6.1. Digiteal grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Services for the duration of the Contract on a global basis.

The Client may only use the Services in accordance with its needs and the relevant documentation. In particular, the licence relating to the Services is granted solely for the purpose of enabling the Client to use the Services, and this is to the exclusion of any other purpose.

6.2. The right of use refers to the right to use and implement the Services in accordance with their destination, in SaaS mode via a connection to an electronic communications network. The Client may under no circumstances make the Services available to a third party, and shall strictly refrain from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompiling; this list is not exhaustive.

ARTICLE 7. Maintenance

7.1. Digiteal is responsible for progressive and corrective maintenance of the Services.

A free email support service is available by emailing on support@digiteal.eu to deal with anomalies; this support service is available during Working Hours. Digiteal shall diagnose the anomaly and then implement its correction within a maximum period of five (5) Working Days.

7.2. The Client shall benefit from updates and any functional evolutions of the Services. The nature of updates and evolutions, as well as their date, are determined by Digiteal and are not subject to prior authorisation or notification to the Client.

If a corrective or progressive development necessitates the interruption of the service, Digiteal shall inform the Client three (3) days in advance.

7.3. Digiteal is not responsible for maintenance in the following cases:

- refusal of the Client to cooperate with Digiteal in resolving anomalies and in particular refusal to answer questions and requests for information;
- use of the Services in a manner not in accordance with their purpose or documentation;
- unauthorised modification of the Services by the Client or a third party;
- the Client's failure to fulfil its obligations under the Contract;
- implementation of any software packages, software or operating systems not compatible with the Services;
- failure of electronic communication networks;
- deliberate act of degradation, malicious intent, sabotage;
- deterioration due to Force Majeure or improper use of the Services.

ARTICLE 8. Technical assistance

8.1 The technical assistance service applies to all Services and this consists of providing support to Client Users by email or through remote maintenance.

The technical support service can be contacted by email at support@digiteal.eu during Working Hours. Digiteal will respond within two (2) Working Days.

ARTICLE 9. Data processing

9.1. PERSONAL DATA

Digiteal acts only as a subcontractor of the Client—within the meaning of the Privacy Act—and in the context of Personal Data processing operations carried out for the purpose of performing the Contract. As a subcontractor, Digiteal undertakes to carry out operations on this Data that only fall within the framework and are strictly necessary for the performance of the Contract, so that the Client can benefit from the Services, and any fault that may be noted concerning the Services can be remedied. Digiteal undertakes to respect the strictest confidentiality regarding the Data stored by the Client and not to disclose Data to third parties unless required to do so by law. It will ensure that this obligation is respected by its employees or potential agents or subcontractors.

The Client guarantees to Digiteal that it has carried out all the obligations incumbent on it under the Privacy Act and the GDPR, and that it has informed the natural persons concerned of the use made of said Personal Data. As such, the Client provides a guarantee for Digiteal against any recourse, complaint or claim from a natural person whose Personal Data is reproduced and hosted via the Service.

The Data is stored on servers located in countries of the European Union. Digiteal undertakes to inform the Client of the location of the Data and, more generally, to communicate all relevant and necessary information to make the declarations. The Client, in their role as data controller, undertakes to conclude the contractual standard established by a decision of the European Commission of February 5th 2010 updated in the GDPR and to obtain the appropriate authorisation from the Commission in respect of protection of Personal Data.

9.2. DATA PROCESSING

The Client assumes any editorial responsibility for the use of the Services.

The Client is solely responsible for the quality, legality and relevance of the Data it transmits for the purpose of using the Services. It also guarantees to be the owner of the intellectual property rights allowing it to use the Data. Consequently, Digiteal declines all responsibility in the event of

non-compliance of the Data with laws and regulations, public orders, or the needs of the Client.

The Client guarantees Digiteal at first request against any prejudice resulting from a third party's claim for a breach of this guarantee.

More generally, the Client is solely responsible for the Data that are broadcast and/or downloaded via the Services.

By default, the Data is deemed Public Data. Public Data is considered non-confidential and non-exclusive.

However, the natural person remains the sole owner of the Personal Data that is considered Private Data. Private Data is deemed confidential and proprietary.

Digiteal may make an Anonymised Copy of the Private Data. An Anonymised Copy is deemed Public Data.

The Client grants Digiteal a worldwide, perpetual, non-exclusive, unlimited, royalty-free licence to use, copy, adapt, transmit, perform in public or display the Public Data;

The foregoing rights shall include the right to exploit any proprietary right in the Public Data including, without limitation, the rights conferred by copyright, trademark and patent laws in any country or territory involved.

9.3. DATA SECURITY

Each Party undertakes to implement the appropriate technical means to ensure the security of the Data.

Subject to [ARTICLE 13. Liability – Limitation – Force majeure](#), Digiteal undertakes to preserve the integrity of the Data as well as the confidentiality of the Personal Data.

The Client declares that he has been informed by Digiteal of the technical and organisational measures that the latter takes or causes to be taken by its agents and subcontractors in order to ensure the security and confidentiality of the Data so that it are adequately protected—taking into account the state of the art and technology—against accidental or unauthorised destruction by third parties, against accidental loss and against modification, access and any other processing not authorised by third parties.

By entering into this Contract, the Client acknowledges that these measures are sufficient and appropriate with respect to the Data it intends to store as part of the Services.

The Client may at any time request from Digiteal a written description of the technical and organisational measures implemented to ensure the confidentiality and security of the Data. Digiteal may omit any technical elements or details from this description, the disclosure of which could compromise data security.

Digiteal also transmits Public Data and Private Data to the Client. Only End Customer's Private Data are transmitted to the Client and Integrator. In addition, part of the Data are movements on bank accounts. These movements are only transmitted if the PSU has given his consent. If this Data is transmitted to the End Customer, these End Customers must have accepted Digiteal's General Terms and Conditions and in particular the Privacy Policy.

ARTICLE 10. Financial conditions

10.1. DUES AND PAYMENT TERMS

A one-time setup fee is charged to the Client by Digiteal when the Services provided to the Client include presentation of invoices and/or payment collection. The setup fee and the pricing per

operation is available on www.digiteal.eu.

The prices of the Services provided by Digiteal are indicated in euros and are exclusive of tax and charges. The billing address is the address of the Client's registered office.

The Services provides for a per-use pricing system, i.e. issuance of an invoice to an End Customer. For a transmission to take place, the End Customer must have previously agreed to receive invoices via the Digiteal service. Otherwise, the Digiteal service notifies the Client of the End Customer's preferred means of delivery and the service is not charged.

10.2. SUPPORT FEES

With respect to integration assistance or technical problems, the Customer's calls to Digiteal's Service Desk will be charged at a rate of €20 (excl. VAT) per quarter of an hour started, if they are not due to Digiteal's failure.

For example, if the Client calls the Service Desk for 35 minutes but the cause of the problem is not due to Digiteal but to a misunderstanding or error by the Client, 60 € (excl. VAT) will be charged by Digiteal to the Client. However, if it is an error in Digiteal, the assistance will be free.

The assistance is invoiced monthly, based on a record of calls made during the month.

10.3. INVOICING

Digiteal invoices the Client directly unless another agreement has been made with the Integrator. In this case, Digiteal invoices the Integrator, who might himself invoice the Client.

The setup will be invoiced as soon as the account is created or when the order form is signed.

Digiteal invoices the Client on a monthly basis for the use of the Services, provided that a minimum amount of 10 (ten) euros is chargeable. If the minimum amount is not reached, this amount is carried forward to the following month, up to a maximum of 2 (two) carryovers. In the event of termination of the Contract by either Party, for any reason whatsoever, the amount is billable on the date of termination of the Contract.

10.4. PAYMENT DEFAULT

Unless otherwise agreed in writing, the Parties have agreed on the following payment procedure:

- (a) Digiteal's invoices are payable 15 calendar days from the date of issue of the invoice, net and without discount.
- (b) Any complaint relating to the amount invoiced must be addressed to Digiteal by registered letter, within 8 days of receipt of the invoice.
- (c) Any delay or failure to pay within the agreed time limits shall automatically and without prior notice give rise to default interest in favour of Digiteal of 10% per annum.
- (d) In addition, in the event of a persistent delay of more than 60 days, the Client is liable to Digiteal, by operation of law and without formal notice, for a fixed and irreducible compensation of 10% of the outstanding amount including interest, with a fixed minimum of 50 EUR.
- (e) Without prejudice to any damages, failure by the Client to pay an invoice on its due date

shall automatically result in the immediate suspension of the Services.

10.5. PRICE REVISION

Prices may be reviewed annually.

Each year, Digiteal may request a price revision by email sent to the other Party at the latest 1 month before the anniversary date of the contract.

The price revision comes into effect :

- the anniversary of the signing of the contract if Digiteal has introduced its request for revision before this date. The price revision only concerns the services actually provided after the anniversary date of the contract.
- the 1st day of the next month following the sending of the email if Digiteal has missed one or more anniversaries. The revision of the prices concerns only the Services actually provided after the date mentioned above.

The above prices are subject to the application of the following price revision formula, in order to take into account fluctuations in the salaries and social charges of Digiteal's employees:

$$P = P_o \times [(0.80 \times s/S) + 0.20]$$

- P = revised price ;
- P_o = price based on the posted rate;
- s = wage cost index (Agoria) valid on the date the price revision is applied.
- S = wage cost index (Agoria) at the time of signing the contract

For indices, see: <http://www.agoria.be>

Without price revision, the contract is renewed tacitly for one year.

ARTICLE 11. Intellectual Property

11.1 Digiteal is and shall remain the owner of the Intellectual Property Rights relating to all elements of the Services, as well as more generally of the IT infrastructure (software and hardware) that is implemented or developed under the Contract.

The Contract does not confer any Intellectual Property Rights on the Client with respect to the Services. The temporary provision of the Services under the conditions provided for in the Contract cannot be deemed the transfer of any Intellectual Property Right to the Client.

11.2. The Client undertakes not to reproduce any element of the Software, or any documentation concerning it, by any means whatsoever, in any form whatsoever and on any medium whatsoever, without the prior written authorization of Digiteal.

The Client may not assign all or part of the rights and obligations resulting from the Contract, whether in the context of a temporary assignment, a sub-licence or any other contract providing for the transfer of such rights and obligations.

ARTICLE 12. Warranty of quiet possession

12.1. Digiteal declares and guarantees:

- that the Services they have developed are original within the meaning of the Belgian Intellectual Property Code,
- that they are the owner of all the intellectual property rights that enable it to conclude the Contract.
- Digiteal declares and guarantees that the Services are not likely to infringe the rights of third parties.

ARTICLE 13. Liability – Limitation – Force majeure

13.1. Digiteal is not liable:

- in respect of Data stored by the Client, in particular in the event of illegal content or content that is stored in violation of the rights of third parties;
- for any problem that may be due to the fault, negligence, omission, failure of the Client or the failure by the Client to comply with its legal obligations;
- for any problem that may arise from the failure to comply with the advice given to the Client, or from the Client's use of the Services that does not comply with the provisions of the Contract;
- in the event of misuse of access to the Services or Login Codes by a third party who has taken the Login Codes as a result of the fault, negligence or omission of the Client or a Client User, or in the event of the Login Codes being hacked by a third party;
- in the event of damage caused by a virus emanating from or propagated through the Client's equipment, or by computer piracy (hacking, etc.),
- for any difficulty in using the Services related to Internet access, connection speed and/or availability of the Internet by the Client, the latter assuming sole responsibility for having a suitable and adequate Internet connection to be able to access the Services and use them correctly;
- for any difficulty in using the Services related to the Client's computer equipment or its incompatibility for the correct use of the Services, including due to any third-party software, settings or initial configuration change that may occur after the provision of the Services;
- in the event of a delay in the performance of its services if the impossibility of performing its services within the agreed time limit is due to a fault committed by the Client, in particular a failure to provide necessary information to make available or resolve a fault with the Services;
- in the event of unavailability of the Services due to updating, maintenance or technical or other disruptions affecting all or part of the Services that are beyond the control of Digiteal (without necessarily being a case of force majeure) as well as in the event of force majeure;
- in the event of communication of Data relating to the Client, at the express request of a competent administrative or judicial authority, in accordance with and in compliance with applicable law;
- in the event of suspension of the Services pursuant to [ARTICLE 14. Resolution](#).

13.2. The obligations entered into by Digiteal are obligations of means. Digiteal does not guarantee that the Services are free from defects. He undertakes exclusively to remedy, with all reasonable diligence, any malfunctions of the Services.

13.3. In the event of fault proven by the Client, Digiteal shall only be liable for compensation for the financial consequences of direct and foreseeable damage resulting from the performance of the Services. Consequently, Digiteal shall under no circumstances be liable for any indirect or

unforeseeable loss or damage of the Client or third parties, including but not limited to any lost profits, loss, inaccuracy or corruption of files or Data, commercial prejudice, loss of revenue or profit, loss of clients, loss of opportunity, cost of obtaining an alternative product, service or technology, in connection with or resulting from the non-performance or improper performance of the Services.

In all cases, the amount of Digiteal's liability is strictly limited to the reimbursement of the sums actually paid by the Client on the date of occurrence of the event giving rise to liability, per day of interruption based on the average consumption during the previous calendar month.

In addition, Digiteal shall not be liable for the accidental destruction of the Data by the Client or a Client User who has accessed the Services using the Client's Login Codes.

In no event shall Digiteal be liable for any damage caused by an interruption or reduction in service of the telecommunications operator, the electricity supplier or in the event of force majeure.

13.4. The Client must comply with card scheme rules. Digiteal can immediately terminate the contract for good cause in these cases: card scheme/law violation, operating in an unsound matter, brand or relationship damaging activities, fraudulent or other activity or card scheme/acquirer request. The Client must provide customer service for the cardholder.

13.5 Digiteal is liable for all acts, omissions, cardholder disputes and other cardholder customer service-related issues caused by the Client.

Digiteal is responsible and financially liable for each Transaction processed by the Client.

Digiteal must not transfer or attempt to transfer its financial liability by asking or requesting cardholders to waive their dispute rights.

Digiteal must not contract with a Client whose contract was terminated at the direction of card schemes or a government agency. The Client hereby confirms that none of his previous contracts were terminated for non-compliance to card scheme rules or upon request of a government agency.

Digiteal must not deposit transactions from Clients signed from outside Digiteal's jurisdiction.

Digiteal must not permit a Client to transfer or attempt to transfer its financial liability by asking or requesting cardholders to waive their dispute rights.

ARTICLE 14. Termination

14.1. In the event of a breach by one of the Parties of its contractual obligations, and without prejudice to any damages if any, the Contract may be automatically terminated by the other Party thirty (30) days after the sending of a letter of formal notice sent by registered post to the address of the other Party's registered office with acknowledgement of receipt. Formal notice shall indicate any deficiency or deficiencies found.

In the event of a termination, the Client will cease to use the Services as of the day upon which the registered letter is received.

ARTICLE 15. Reversibility

15.1. In the event of termination of the Contract, irrespective of cause, Digiteal undertakes to communicate to the Client free-of-charge—if the latter so requests by registered letter with acknowledgement of receipt and within fifteen (15) days from the date of receipt of such request—all

the Data belonging to it in a standard format that can be read without difficulty in an equivalent environment.

The Client shall actively cooperate with Digiteal to facilitate the recovery of the Data.

Digiteal shall ensure that the Client can continue to use the Data, without interruption, directly or with the assistance of another service provider.

During the reversibility phase, Digiteal will not provide the Services.

ARTICLE 16. Communication and advertising

16.1. Subject to 16.2, the Client authorises implicitly Digiteal to mention the Client's trademark and the Services in use in all communication and advertising documents (brochure, sheet, website and any other communication medium). As such, Digiteal shall be entitled to refer to the Client's identification elements.

16.2. A Client who does not wish their trademark to be used in Digiteal's public communications may inform Digiteal by sending this by simple request to the Service Desk.

ARTICLE 17: Payment service

17.1 Risk control: any Client who wishes to use the Services will be analysed by the "risk control" department. Depending on the risk profile, a guarantee may be required if, for example, the Client was recently established, the Client has a high credit risk, etc. A review will be carried out on an annual basis to examine possible new elements. Depending on the circumstances, a guarantee may be required, increased, decreased or cancelled.

Refund request by the Debtor

17.2 Refund: in the event of a refund requested by the Debtor for a debit made by Digiteal, Digiteal will automatically withdraw the amount - received by the Client - from the Client in question. Digiteal will use a B2C mandate for this purpose for each of the Client's bank accounts. The Client will have established a B2C mandate in respect of Digiteal prior to the start of the Contract. Revocation of the mandate can only be effective at the end of the Contract.

Access to the transaction information

17.3 The Client hereby confirms that it will obtain the required authorisations from the End Customers so that:

1. Digiteal can be granted access to all Transaction Information as necessary for Digiteal to assess the eligibility of End Customers for the use of the "Pay with payment terms" payment Service and its further management. The Client confirms that it will provide such Transaction Information to Digiteal upon request.
2. Digiteal and the Client are authorised to transfer and provide Transaction Information necessary for the management of the Credit to any third party that has a formal interest in the acquisition of all or part of the claims of Digiteal and/or any right or obligation of Digiteal under any agreement between Digiteal and a User.

ARTICLE 18. Exclusion of interventions

18.1. Any interventions due to non-conforming or unauthorised use of the Services by the Client, or following a fault with one of the elements of its configuration, are invoiced in addition.

ARTICLE 19. Commitment of resources

Commitment of resources	Level of service
Operational and Technical Assistance	Operational Assistance services are provided during Working Hours. E-mails and calls received outside these hours will be taken into account at 09:00 on the following Working Day.
Scheduled service interruptions	planned at least 1 week in advance.
Number of scheduled global service interruptions	Maximum 3 times per month with a duration of maximum 60 minutes per interruption.
Service availability	99,9% 24/7 excluding scheduled global service interruptions
Services response time	less than 2 seconds in 90% of cases, less than 5 seconds on average for the remaining 10%

ARTICLE 20. Receipt and qualification of requests

20.1. *Date on which the request has been received*

Requests must be addressed to our Service Desk.

Requests must include the following information to be considered compliant:

- a. Affected Service
- b. Description of the problem
- c. Procedure for reproducing the problem
- d. Screenshot of the problem
- e. Date of the event
- f. Criticality (number of Users impacted)
- g. If applicable, the phone number of the requester

The receipt of a compliant request marks the opening of a ticket. In the event of a non-compliant request, the Client is asked under the deadline for the first response to complete his request. The receipt of a new completed request triggers a new deadline for first response. If no return is made by the Client within two working days, the ticket is closed.

20.2. Qualification

A first response is provided by email within a period specified in the table below under the term "Deadline for taking charge" with the aim of

- to acknowledge receipt of the request;
- to qualify the request under the conditions described below;
- to provide the answer if possible;
- to notify that further investigation is required and to request any additional information. In the latter case, only the response to the requester for the additional information requested will trigger the time limit for the provision of a correction or an alternative solution. The Digiteal support engineer qualifies the request as Functional Assistance, Technical Assistance or Corrective Maintenance according to the following nomenclature:
 - o **"Functional Assistance"** refers to any request for information or clarification for the use of the functionalities of the Services.
 - o **"Technical Assistance"** refers to any request for information or clarification regarding the communication of the Services with the Client's information system. This request for technical assistance is reclassified as a "minor incident" if it appears that the requester's use of the platform complies with the technical documentation, but that the expected result does not correspond to the platform's "normal" behaviour.
 - o **"Corrective Maintenance"**: refers to all operations in response to anomalies that do not fall within the scope of Functional or Technical Assistance.
 - o **"Technical Maintenance"**: refers to any incident, exclusively related to the technical infrastructure under the control of Digiteal, and which prevents access to the Services.

20.3. Corrective Maintenance Level

In the event that Corrective Maintenance is chosen by the support engineer, Digiteal will proceed to the precise qualification of the gravity of the incident and the corresponding support level according to the following nomenclature:

- **"Basic Support"** applies to minor incidents such as errors, bugs that degrade the Services in relation to its technical documentation, but the occurrence of which does not hinder its use;
- **"Advanced Support"** applies to incidents that cause disruptions that do not prevent the Services from being provided, or that can be bypassed, but in any case do not allow normal use of one or more features of the Services in relation to its technical documentation such as errors, bugs;
- **"Expert Support"** applies to incidents that result in a complete loss of the Services or have a very significant impact on the Services, which cannot be resolved by finding an alternative to them;

ARTICLE 21. Processing of requests

21.1. Assistance and Maintenance deadlines

First level actions are carried out within the time limits announced in the table below under the term "First level action". The aforementioned time limits begin to run from the point at which the Digiteal support engineer responds or from the return of the components by the Client as requested by the support engineer. In the absence of any further comments from the applicant within 2 Working Days of the final corrective or first-level action being taken to correct the situation, the support ticket shall be closed.

Actions	Intervention				
Deadline for first response	1 Working Day				
Qualification of 1st level	ASSISTANCE	CORRECTIVE MAINTENANCE			TECHNICAL MAINTENANCE
Second level qualification	Technical and Functional Assistance	Basic support	Advanced support	Expert support	/
First level action	email response with suggested explanation or solution	No	Correction of the incident by re-parameterisation of the Services or email instructions pertaining to an alternative solution*	update specific to the Anomaly	Restoration of access to the Services
Second level action	/	Correction made in a future update	Correction made in a future update	/	/

* Alternative solution: provides an alternative way to use the Services by achieving the intended purpose.