REBIN BV | BTW BE 0799.727.089
Nederholbeekstraat, 9680 Maarkedal
W: https://www.rebin.be/

REBIN TERMS OF SERVICE

Last updated: January 2025

Hi! Thank you for choosing Rebin as your service provider to help optimise your waste management through smart technology. These Terms govern your use of Rebin's Services, Software and Hardware and will help define the relationship between you and Rebin. By providing you with these Terms, we aim to act transparently and try to, proactively, answer any questions you might have regarding the Solution, fees, duration, etc. By using our Services, you explicitly understand and agree with the latest version of these Terms. We kindly ask you to read these Terms carefully and keep them in mind every time you use our Services.

I. DEFINITIONS & APPLICABILITY

1.Definitions

Agreement: the collective term for all arrangements related to the Solution between the Customer and Rebin. The Agreement the rules laid out in (i) the Purchase Order Form, (ii) these Terms, (ii) the data processing agreement, if any, as well as (iv) any other arrangement or agreement explicitly agreed upon by the parties.

Authorised User: every individual that is allowed by the Customer to access and use the Software.

Controller: shall have the same meaning as in the Privacy Legislation.

Confidential Information: Any information disclosed under or in connection with the Agreement, whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such (such as but not limited to all information with regard to a party and/or its associated companies, its representatives, customers, suppliers and personnel, as well as all information of financial, commercial, legal, fiscal, social, technical and organisational nature, all data, business and trade secrets, personal data, financial information, drafts and signed contracts, databases, reports, analyses, concepts, ideas, models and drawings, programs, applications, techniques, characteristics and methods, source codes, inventions (patentable or not) processes, test procedures, schemes, correspondence, results of transactions, business plans or programs and prospects, commercial terms, performance data, user documentation, information concerning know-how, Intellectual Property Rights, all information about the development of the Solution and/or Hardware of Rebin and all information and data developed by a party, in any form whatsoever (including but not limited to oral, written, graphic and electronic information, HTML pages, images, audio, video)).

Customer: every legal entity relying on the Services of, or making use of the Hardware rented out by Rebin, including Authorised Users.

Force Majeure: all circumstances which were reasonably unforeseeable at the time the Agreement was concluded, are unavoidable, and create (i) the inability on the part of a party to carry out the Agreement, or (ii) make the implementation of the Agreement harder or more difficult than normally anticipated (financially or otherwise). For example (but not limited to): hardship, natural disasters, war (threats of) terrorism, strikes, lock-out, diseases, pandemics, shortage of personnel, organisational conditions, confiscation, fire, scarcity of (raw) materials, bankruptcy or delays on the part of suppliers or subcontractors.

Hardware: shall refer to the sensor made available for renting by Rebin, rented by the Customer and which shall be installed in the waste management system of the Customer, functioning as the origin point of the signal used to measure the level at which the containers are filled.

Intellectual Property Rights: shall refer to all trade marks, trade names, logos, signs, domain names, advertising rights, copyrights (incl. copyrights related to the Solution), neighbouring rights, registered designs, patents, utility models, database rights, rights in undisclosed or confidential or proprietary information, such as know-how, trade secrets and inventions (whether patentable or not) all other similar intellectual property rights and/or *sui generis* rights (whether registered or not) and the goodwill pertaining thereto, together with applications for such rights, as may exist anywhere in the world.

Processor: shall have the same meaning as in the Privacy Legislation.

Privacy Legislation: the (supra)national privacy legislation, applicable on the processing of personal data by Rebin or the Customer, related to the execution of the Agreement, such as, but not limited to (i) the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('General Data Protection Regulation 'or 'GDPR'), (ii) Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('E-privacy Directive'), (iii) the Belgian Data Protection Law of 30 July 2018 and any other or future implementation in national legislations.

Purchase Order: the order form between the Customer and Rebin for Hardware and/or Services, containing commercial agreements and conditions agreed upon between the Customer and Rebin related to the renting of the Hardware and/or Services for a (defined) period.

Rebin: shall refer to Rebin BV, a private limited liability company registered at Nederholbeekstraat 23, 9680 in Maarkedal under VAT number BE-0799.727.089.

Services: shall refer to all services performed by Rebin for the Customer related to the Solution.

Software: shall refer to the platform provided by Rebin which translates the data which is gathered and transmitted by the Hardware and is translated into actionable insights.

Solution: shall refer to the combination of the Hardware and the Software, which combine to provide the Customer with the tools required to optimise their waste management.

Terms: shall refer to the rights and obligations established in these Terms Of Service, to which the Customer is bound when accessing and making use of the Solution.

Website: https://www.rebin.be/

2.Applicability of the Terms

2.1. All transactions between Rebin and the Customer are governed by (in descending hierarchical order, with the next applying in absence or non-application of the previous): (i) the Purchase Order, (ii) these Terms, (iii) any data processing agreements, and (iv) Belgian law.

2.2. By relying on the Solution of Rebin, placing an order through a Purchase Order, or concluding an Agreement, the Customer acknowledges that they are aware of and have accepted the Terms and that they will apply to all existing and future contractual, pre-contractual, and extra-contractual relationships with Rebin.

2.3. The Purchase Order and Terms shall always take precedence over any terms and conditions of the Customer, which shall not be enforceable against Rebin, even if the Customer (at a later time) declares them the only valid and applicable terms. In the event that explicit preference is given in writing to the terms and conditions of the Customer, the following Articles shall remain valid and applicable in a supplementary way.

2.4. The most recent versions of the Terms are available on the Website. In case of a difference in interpretation between different language versions, the English version shall prevail.

II. GENERAL TERMS AND CONDITIONS

3.Proposals and quotations

3.1. All proposals and quotations of Rebin, either verbal or in writing (such as catalogues, brochures, leaflets, blogs, videos and other promotional announcements): (i) are non-binding, (ii) purely indicative, and (iii) shall be subject to further negotiations between the Customer and Rebin. During these negotiations, the proposal or quotation shall continuously evolve.

3.2.A proposal or quotation is only valid for the specific Hardware and Services included therein and therefore shall not apply to subsequent (similar) orders. Any changes to a proposal or quotation renders the previous version null and void.

3.3. A proposal or quotation shall only be validly confirmed by Rebin if done through a valid Purchase Order.

3.4. Furthermore, a proposal or quotation is only valid for the period specified therein. If no period is specified in the proposal or quotation, the period of validity of an offer from Rebin is limited to thirty (30) calendar days.

4.Conclusion

4.1. An Agreement is only concluded after (I) written or electronic signing of a Purchase Order between Rebin and the Customer.

4.2. Any changes and/or additions to the order after the conclusion of the Agreement are only valid after written approval from both parties The Customer acknowledges that such changes and/or additions may (possibly) affect the fee and delivery periods.

5.Cancellation

5.1. Once the Agreement has been concluded between Rebin and the Customer, the Customer has no right of cancellation.

5.2. Rebin is entitled to cancel the order, without any right to compensation on the party of the Customer if:

5.2.1. For objective reasons, after the conclusion of the Agreement, when Rebin is no longer able to execute the order (e.g. due to certain Hardware being unavailable). In this case, Rebin will issue a credit note to the Customer; and,

5.2.2. The order is based on incorrect information from the Customer, in which case Rebin reserves the right to claim compensation for the costs already incurred.

6.The Services

6.1. Rebin shall determine the scope of the Services together with the Customer and shall subsequently provide the Customer with a quotation and proposed scope as part of an Agreement. The Customer acknowledges that the Agreement can be signed electronically.

6.2. All Rebin's obligations related to the Services shall be best efforts obligations. Hence, Rebin shall always provide the Services with appropriate care and in good faith, and serve the Customer to the best of its understanding, skill insight and ability, as can reasonably expected from a professional experienced in services of comparable scope, complexity and size ('*best effort obligation*').

6.3. Rebin expressly disclaims any and all warranties that the Services shall always be performed error-free or satisfactory to the Customer's wishes. The Customer acknowledges that it shall always have the obligation and responsibility to verify the accuracy and validity of any and all output of the Services.

6.4. Rebin's Services are limited to what was defined in the Agreement. Rebin is entitled to rely on the information provided by the Customer, without having to verify its accuracy and completeness. Rebin shall make use of data and information provided by the Customer to perform its Services, without accepting any responsibility in this respect. Consequentially, Rebin can never be held responsible for any information that was not shared by the Customer or its Authorised Users.

6.5. Rebin does not guarantee that Services are suitable for its intended use or are seamlessly adapted to the Customer's activities or business operations, unless such purpose is one of the features that have been agreed explicitly in writing in the Agreement.

7.The Software

7.1.The Software

7.1.1. The Software is provided to the Customer "AS-IS". The Customer confirms it does not base its reliance on the Software upon the development of any future functionality, features or data connectivity.

7.1.2. The Customer shall be granted a temporary, personal, limited, non-exclusive and non-transferable access and use right of the Software as described in the Agreement. This access and use right is granted as of the first day of the start of the Agreement.

7.1.3. Rebin shall use its best effort to maintain the availability of the Software, but shall never guarantee the uninterrupted availability. In the event of problems with the availability of the Software, Rebin undertakes its best efforts to solve such issue as soon as reasonably possible, without offering any guarantees. In any case and where appropriate, Rebin shall be free to determine what is to be considered an adequate solution.

7.1.4. Rebin does not guarantee that the Software will operate completely error-free and automatically with all types or new versions of internet browsers, operating systems, mobile operating systems or any other software. The Customer acknowledges that each operating system and each version of an operating system or browser has specific idiosyncrasies that make it likely that the Software cannot be consulted or can be consulted only imperfectly on an operating system or browser version whose compatibility was not provided for in the Agreement.

7.1.5. Rebin is constantly striving to improve the Software's performance and Services it offers to its Customers. Therefore, the Customer explicitly grants Rebin the right to use the data gathered via the Software, during the duration of the Agreement for the further development and improvement of the Software provided by Rebin.

7.1.6. Rebin reserves the right to make, in its sole discretion, any material or non-material changes and/or updates to the functionalities of the Software from time to time without prior approval of the Customer, provided that such changes do not materially downgrade any of the existing functionalities at the moment of the signing of the Agreement. Rebin will notify the Customer of material changes via email or via notification in the Software.

7.2. Use of the Software

7.2.1. The Customer shall be entitled to create accounts for Authorised Users, subject to the provisions in the Agreement. The Customer shall be able to assign the access and use rights of any and all Authorised User.

7.2.2. The Customer shall ensure its Authorised Users to access and use the Software in accordance with the provisions in the Agreement. The Customer and its Authorised Users shall not access the Software in a manner intended to avoid incurring any fees.

7.2.3. The Customer and Authorised Users shall not:

(i)"frame," distribute, resell, provide or permit access to the Services by any third party other than as allowed by the features and functionality of the Services;

(ii)use the Services in violation of applicable laws;

(iii)transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with, or otherwise harm or provide unauthorised access to the Services;

(iv)use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services;

(v)extract information from the Services in furtherance of competing with Rebin;

(vi)permit any third party to engage in any of the foregoing proscribed acts.

7.2.4. The Customer shall use its best endeavours to prevent or terminate any unauthorised access, illegal use and/or incompatible use of the Software. If the Customer discovers such unauthorised access and/or use, the Customer shall notify Rebin immediately, which shall be entitled to take all necessary or useful measures to remedy such access and/or use.

7.2.5. The Customer shall be responsible for procuring, maintaining and securing its network connection(s) to the Software.

7.2.6. If the Customer observes any deficiency or problem, the Customer is obliged to immediately cease the use of the Software and make every reasonable effort – or have every reasonable effort made – to prevent any (further) damage.

8.Hardware

8.1.Renting

8.1.1. Rebin and the Customer agree that the Customer shall rent the Hardware for the duration as agreed upon in the Purchase Order. This Agreement shall at no point give rise to the transfer of ownership under any circumstance regarding either the Hardware. As such, the Customer is not permitted to allow third party claims in regards to the Hardware. Furthermore, the Customer shall not be permitted to sell or otherwise put the Hardware in the ownership of a third party.

8.1.2. Derogation from this Article is only possible in exceptional and justified cases, where Rebin has granted prior written approval for the transfer of ownership of Hardware either to the Customer or to a third party.

8.2.Installation

8.2.1. Hardware shall always be installed during normal working hours.

8.2.2. Rebin reserves the right at all times to refuse an installation and/or performance of other services if they cannot be carried out during working hours, without thereby conferring any right to the Customer to claim compensation.

8.2.3. Any and all installations shall be performed exclusively by Rebin. Rebin may at its discretion make use of a subcontractor to perform the installation and shall inform the Customer for such a subcontractor beforehand. In no situation is the Customer entitled to perform the installation themselves or make use of a third party to install the Hardware.

8.3.Use

8.3.1. The Customer shall be responsible for the correct use of the Hardware. After installation of the Hardware, the Customer shall be responsible for the continued suitability of the location in which the Hardware was installed.

8.3.2. In particular the following actions are specifically prohibited:

(i) Re-, displace or reinstall the Hardware or the waste management tool as a whole by itself or a third party;

(ii) Wash the Hardware with high pressure measures;

(iii) Swap batteries, open the Hardware or otherwise manipulate the Hardware, or;

(iv) Damage the Hardware intentionally or negligently.

9.Repairs and Replacement

9.1.Battery

9.1.1. Rebin shall be entitled to swap batteries of the Hardware whenever it sees fit. The condition and lifetime of batteries of the Hardware shall depend on the signal frequency of the Hardware, as agreed upon between the parties in the Purchase Order. The signal frequency is equal to the duration between each time a signal is sent by the Hardware to the Software.

9.1.2. Solely the working hours related to the replacement of the battery shall be invoiced to the Customer.

9.2.General repairs

9.2.1.the Customer shall always bear the costs of working hours and transportation incurred during the performance of any and all repairs.

9.2.2. The Customer shall be obliged to inform Rebin without undue delay in case they notice any defects with regards to the Hardware.

9.2.3. In case of repair, adjustment or replacement as a result of a justified complaint by the Customer, this shall be done, at Rebin's discretion, at the site of the Customer's premises.

9.2.4. The amount of Hardware necessary will be determined by the Customer and Rebin through a Purchase Order, based on this chosen number. Rebin provides for a threshold of 10% of the Hardware installed in line with the Agreement up to which repair and replacement can occur for which, without being charged an additional fee that for the new Hardware itself. This threshold shall not be applied to damages attributable to the grounds established in **Article 10.8**.

9.2.5. If more than 10% of the Hardware is lost, damaged or otherwise rendered unusable, the Customer shall be invoiced for the value of the new Hardware installed, in addition to the working hours performed and travel costs incurred.

10.Hidden defects

10.1. The Customer must verify the conformity of the Hardware upon installation of the Hardware, which relates, among other things to conformity of the Hardware, quantity, type, dimensions, correct location(s), and visible defects.

10.2. Rebin offers a warranty on the Hardware for hidden defects during the rental period, which commences from the moment of delivery of the Hardware.

10.3. The Customer must report these hidden defects in writing to Rebin via e-mail to support@rebin.com within forty-eight (48) hours of their discovery, under penalty of forfeiture.

10.4. Upon discovery of any hidden defect, the Customer is obliged to immediately cease the installation or use of the Hardware and take all reasonable measures to prevent (further) damage, under penalty of inadmissibility of the complaint. Moreover, the Customer must be able to prove that they have installed or used the Hardware correctly before and after discovery of the defect.

10.5. Furthermore, Rebin reserves the right to conduct an investigation of the complaint. In such case the Customer is obliged to provide all cooperation requested by Rebin for the investigation of the complaint.

10.6. Any return of defective Hardware must first be approved in writing by Rebin and must be carried out in accordance with Rebin's instructions. In the absence of such approval, the return will be refused, and all resulting costs will be charged to the Customer.

10.7. Rebin cannot be held liable nor indemnify the Customer, upon which the Customer then may not rely on the 10% threshold established in **Article 9** for defects caused by:

(i) Improper installation by the Customer or a third party designated by the Customer;

(ii) Improper use of the Customer or a third party;

(iii) Defects directly or indirectly caused by an act of the Customer or a third party, regardless of whether the defects were caused by a fault, negligence or carelessness;

(iv) Theft, vandalism or other sources of damage to the Hardware;

(v) Normal wear and tear, incorrect handling, external influences, or damage caused by Force Majeure and/or Hardship as defined in **Article 21**.

10.8. Rebin is not obliged to provide any warranty or liability if the Customer does not properly or does not timely comply with the provisions set forth in this Article. If the Customer has conducted repairs or other work on the Hardware without prior written approval from Rebin, any warranty claim will be void.

11. Complaints

11.1. Complaints shall always be made in writing or by email to Rebin, identifying the Hardware and/or Software concerned, including a detailed justification of the complaint.

11.2. The Customer shall send complaints to Rebin as soon as possible and in any event within seven (7) calendar days of the discovery of the event or circumstance giving rise to the complaint.

11.3. The submission of a complaint shall not entitle the Customer to suspend its payment obligations.

11.4. After the discovery of any defect, the Customer is obliged to do everything reasonably possible to prevent any (further) damage.

11.5. Complaints shall be sent to support@rebin.com, and in case of emergencies, the Customer may call Rebin's representative.

11.6. If no complaints are communicated in accordance with this Article, the Customer is deemed to have accepted the condition of the Hardware as-is.

12. Payment

12.1. Fee

12.1.1. The fees payable shall be agreed upon in the Purchase Order between Rebin and the Customer. In no event shall the fees confirmed in one Purchase Order be binding for any (future) agreements or cooperations.

12.1.2. Rebin shall be entitled to request an advance payment for the installation of Hardware, at the moment the Agreement is concluded, in accordance with the agreements made in the Purchase Order.

12.1.3. All fees are, unless explicitly stated otherwise, excluding VAT or any other levies or taxes.

12.1.4. Rebin is entitled to increase the fees agreed in the Agreement for every renewal. Rebin shall notify the Customer of any price increase at least two (2) months before the tacit renewal through e-mail or via the Software.

12.1.5. Rebin is entitled to increase the fees agreed in the Agreement once every calendar year, if necessary and justified on the basis of objective factors / parameters. In case of a price increase, Rebin shall notify the Customer thereof, one (1) month in advance via e-mail.

12.1.6. Rebin is entitled to index its fees during the Subscription Term in line with an increase in its costs, whereby the amount payable shall be calculated on the basis of the formula below:

F = [20% * f] + [80% * f * (S/s)]
Where:
F = the new fee;
f = the initial fee;
S = the new Agoria wage index;
s = the initial wage index.

12.2. Payment and billing method

12.2.1. Unless otherwise agreed upon, the invoices of Rebin are payable within a period of fourteen (14) days. The invoice has been settled when the complete amount stated on the invoice has been received by Rebin.

12.2.2. Invoices that are not disputed by registered letter within eight (8) days after their issuing will be considered to have been fully accepted. The Customer shall pay the undisputed part of the invoice in accordance with these Terms.

12.2.3. By concluding an Agreement and relying on the Services of Rebin, the Customer agrees to electronic invoicing by Rebin.

12.3. Late payment

12.3.1. If the Customer fails to pay in full any invoice by the due date for payment, then:

(i) the Customer shall owe an interest on the overdue amount at the rate of one percent (1%) per month. Such interest shall accrue automatically (without prior notice by Rebin) on a daily basis from the due date until the date of actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount; and

(ii) the Customer shall pay Rebin five percent (5%) of the outstanding balance, with a minimum amount of two hundred and fifty euro (250,00 EUR) for costs associated with a.o. the collection of the amounts due and with the adverse consequence on Rebin cash flow, as liquidated damages. The Customer confirms that this sum represents a genuine pre-estimate of Rebin its loss.

12.3.2. This paragraph is without prejudice to Rebin's right to prove and claim any higher damages.

12.3.3. Late, incomplete or non-payment of one expired invoice will cause all other invoices, for which a particular instalment term has been agreed on, to become immediately payable, without previous notice of default.

12.3.4. Partial payments will firstly be deducted from interest due, liquidated damages payments and possible costs and subsequently from unpaid invoices.

12.3.5. Rebin is entitled to suspend or postpone its Services or its other obligations in connection with the Agreement if the Customer has not complied with a payment condition or other payment obligation.

13. Term and Termination

13.1. Term

13.1.1. The initial term of duration of this Agreement is concluded for a definite period as described in the Purchase Order.

13.1.2. The duration of the Agreement shall be automatically renewed for the same duration as the initial term, unless either party gives written notice of termination to the other party at the latest one month before the end of the term.

13.2. Termination

13.2.1. Either party may terminate the Agreement per registered mail for material breach, automatically and without definitive court decision if the other party has committed a material breach of the Agreement and fails to remedy such breach within fifteen (15) days of written notice of default by the claiming party. parties will consider (amongst others) the following events as a material breach:

13.2.2. Repeated failure by the Customer to comply with the Customer's obligations;

13.2.3. Failure by Rebin to comply with the best effort performance of the Services;

(i) Unauthorised or illegal use of Rebin's Solution, or;

(ii) Infringement on Rebin's Intellectual Property Rights.

13.2.4. The Agreement may be terminated if an insolvency event occurs, i.e. a party ceases to pay its debts or ceases its activities, files for bankruptcy, liquidation of the legal entity or enters proceedings in receivership or judicial composition proceedings.

13.2.5. Rebin shall never be obligated to refund the Customer if the Customer terminates the Agreement during the term without the termination being the result of a material breach of Rebin.

13.2.6. The termination of the Agreement, for whatever reason, shall not prejudice the rights acquired by each party.

13.3. Consequences of Termination

13.3.1. Regardless of the cause of termination, the following consequences shall follow the termination of the Agreement:

(i) The Software shall become inaccessible and unusable for the Customer and any Authorised Users;

(ii) Rebin shall be entitled to refuse any request from the Customer to start a new Agreement subject to the same Terms;

(iii) The Customer shall cease the use of the Hardware and provide the possibility to Rebin to uninstall the Hardware; and,

(iv) The Customer shall return or help Rebin retrieve any Hardware rented to the Customer.

14. Liability

14.1. Rebin

14.1.1. Rebin's liability shall always be assessed in the light of the best-efforts obligation to which Rebin has committed. The liability of Rebin is in any case limited to the mandatory liability imposed by law.

14.1.2. Rebin's liability for the Hardware is limited to the invoice value of the Hardware delivered and installed by Rebin to the Customer and shall lead to Rebin's decision (at its sole discretion) to (I) replace the Hardware in a timely manner, or (II) credit the invoice amount of the Hardware.

14.1.3. In the case of any liability event related to Services, Rebin's liability is limited, at the discretion of Rebin, to the (renewed) performance of the missing or inadequate Services. If the (renewed) provision of the Services is no longer possible or reasonable, the Customer is entitled to compensation in light of the direct damage suffered and shall in any case be limited to the fees paid for Services during the last 12 months prior to the event causing any liability.

14.1.4. Rebin's responsibility is limited to providing and making available to the Customer the required Hardware and Services. Rebin can under no circumstances be held liable for any acts of third party, regardless of whether this act is the result of fault, carelessness, negligence or lack of diligence.

14.1.5. Rebin undertakes to use its best effort to maintain the availability of its Services, but shall never guarantee the uninterrupted availability. In the event of problems with the availability of a Service, Rebin undertakes its best effort to solve such issues as soon as reasonably possible, without offering any guarantees. Rebin undertakes to ensure that all request refunds take place and will therefore review possible errors or blockages concerning requested refunds to allow them to still take place.

14.1.6. Rebin cannot be held liable, nor indemnify the Customer for:

(i) Indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties.

(ii) Damage caused directly or indirectly by subcontractors or third parties for the execution of the Agreement;

(iii) Damage caused directly or indirectly by an act of the Customer or a third party, regardless of whether they were caused by a fault, negligence or carelessness;

(iv) Damage caused by all incorrect or inadequate use of the Hardware and/or Services;

(v) Damage caused by use of the Hardware and/or Services incompatible with the specification and instructions applicable to the specific use of the Hardware and/or Services;

(vi) Damage caused by the further use or application by the Customer after a problem has been detected with the Hardware and/or Services;

(vii) Damage resulting from non-compliance with any advice as provided by Rebin on a non-binding basis;

(viii) Damage caused by force majeure or hardship in accordance with the provisions of Article 19 of these Terms; and,

(ix) Indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties.

14.2.The Customer

14.2.1. The Customer will hold Rebin harmless against all claims from third parties arising from the incorrect or unlawful use of the Hardware and/or Services by the Customer. It will cover all damages such as compensations or legal costs (including reasonable attorney's fees) providing that Rebin has informed the customer immediately of any claim arising from that matter.

15.Privacy

15.1. The collection of personal data of the Customer shall take place in accordance with the provisions of the privacy policy. In such event, we act as the Controller. The privacy policy includes information about the personal data collected by Rebin, as well as the manner in which we use and process this personal data for certain purposes. Our privacy policy can be consulted (i) when the Customer accesses the Services for the first time or (ii) on the Website at any time.

16.Confidentiality and non-solicitation

16.1.Confidentiality

16.1.1. All Confidential Information received or disclosed to the Customer prior to entering into an Agreement as well as during the Agreement shall be treated with the utmost secrecy, shall be used only for the purpose for which it was provided and the Customer shall refrain from disclosing such Confidential Information in any way, directly or indirectly, without the prior written permission of Rebin.

16.1.2. The Customer shall:

(i) Not use, reproduce, or allocate the Confidential Information in any manner or for any other purpose than the cooperation between the Customer and Rebin;

(ii) Not engage in, nor authorise others to engage in the reverse engineering, disassembly or the decompilation of any of the Confidential Information, and;

(iii) Not derive any commercial benefit from the Confidential Information.

16.1.3. Rebin shall remain the sole owner of its Confidential Information. Except as expressly set forth herein, nothing in these Terms or the relationship between the parties shall grant the Customer any rights to or interest in the Confidential Information and no implied licenses are granted by this Agreement.

16.1.4. The confidentiality obligations apply during the course of the cooperation between the Customer and Rebin and will continue to exist for a period of five (5) years starting from the termination of the contractual relationship for any reason whatsoever.

16.1.5. This confidentiality obligation shall, however, in no event imply that Rebin shall not be entitled to use and/or commercialise any ideas, input or feedback received from the Customer, which may serve to improve and/or expand the Solution.

16.1.6. In case of a breach of the obligations in this Article, a lump-sum compensation equal to five-thousand (5.000,00) EUR per individual breach is due by the breaching party to the other party, without prejudice to the right of the injured party to claim full compensation for all damage caused by the breach.

16.2.Non-Solicitation

16.2.1. The Customer shall not during the continuance of this Agreement and for a period of two (2) years after its termination, whether directly or indirectly, alone or together with any other persons, on his own account or in conjunction with, through or on behalf of any persons, agents, intermediaries, joint ventures or alliances, whether as the Customer, director, shareholder, consultant, subcontractor, employee or in any other capacity:

(i) Solicit, entice away or endeavour to entice away from or discourage from dealing with or induce to trade on different terms with Rebin any person who was at any time a customer, client or supplier of the same, or;

(ii) Supply or provide any goods or services normally supplied by Rebin to any person who was at any time a customer, client or supplier of the same.

16.2.2. In case of a breach of the obligations in this Article, a lump-sum compensation equal to five-thousand (5.000,00) EUR per individual breach is due by the breaching party to the other party, without prejudice to the right of the injured party to claim full compensation for all damage caused by the breach.

16.3. The obligations in this Article are regarded by Rebin and the Customer as fair and reasonable. If any such obligations were deemed to exceed the time, geographic or other limitations provided by applicable law, they shall not be null and void but automatically reformed to conform with the maximum permitted by applicable law.

17.Intellectual Property Rights

17.1. The Customer explicitly acknowledges that Rebin shall own and retain all Intellectual Property Rights with respect to the Solution, and the way in which the Solution is provided, accessed and used, such as, but not limited to: rights associated with the (source) code, other authorship rights, design rights, know how, domain names and database rights.

17.2. The Customer shall not use Rebin's company name or trademarks as part of the Customer's name or in any manner capable of misrepresenting the relationship between Rebin and the Customer. The Customer shall not alter, remove or tamper with the brands, trademarks, or other means of identification of Rebin.

17.3. The Customer explicitly authorises Rebin to use the Customer's name and/or project as a reference for publicity purposes, such as by publication on the Website. In this regard, the Customer also authorises Rebin to use the Customer's name, trademark, logo, etc. Rebin will inform the Customer thereof at the start of the Agreement and refrain from any publication if the Customer opposes to this in writing.

17.4. In case of breach of the obligations in this Article, a lump-sum compensation equal to five thousand (5.000,00) EUR per individual breach is due by the breaching party to the other party, without prejudice to the right of the injured party to claim full compensation for all damage caused by the breach.

18.Force Majeure & Hardship

18.1. Cases of Force Majeure or Hardship give Rebin the right, at Rebin's option, to either (I) temporarily suspend the performance of its obligations; (II) review the contractual terms (including those with regard to timeframes, completion deadlines and fees), or; (III) terminate the Agreement by simple written notification to the Customer, without Rebin being liable for any compensation and/or damages.

18.2.A situation of Force Majeure that continues beyond three (3) months shall entitle the Customer to terminate the Agreement with immediate effect by simple written notification to Rebin, without judicial intervention and without any liability on the part of Rebin.

18.3. Rebin can never be held liable for any failure to perform its obligations caused by Force Majeure or hardship.

18.4. The Customer shall always be required to pay all fees for Hardware and Services that have already been provided resp. performed on the date of suspension, revision or termination, and any costs incurred or still to be incurred by Rebin as a consequence of the suspension, revision or termination.

19.Netting

19.1. In accordance with the provisions of the Belgian Law on Financial Collateral of 15 December 2004, the Customer and Rebin shall automatically offset all currently existing and future debts vis-à-vis each other. This means that in the permanent relationship between the Customer and Rebin, only the largest debt remains after the aforementioned automatic compensation.

20.Miscellaneous

20.1. Amendments – Rebin reserves the right to amend its Terms at their discretion in case of a justified cause and upon notice to the Customer (via e-mail or on the Website), as well as the offer and composition of its Solution. New or amended Terms shall apply from the 30th day after the notification/communication to the Customer.

20.2. No Waiver – Any failure or delay by Rebin in exercising any right under an Agreement and/or these Terms or any partial reaction or absence of reaction by Rebin in the event of violation by the Customer of one or more provisions of such an Agreement and/or these Terms, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of Rebin's rights under such Agreement, these Terms or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by Rebin, this waiver cannot be invoked by the Customer in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

20.3. Notices – any notice to be given under these Terms shall be deemed duly given when sent by e-mail to support@rebin.com or postage prepaid or courier and addressed to the other party's address. All notices shall be deemed received after (3) working days, and in case of e-mails, following the e-mail transmission, and, in case of postage prepaid or courier, on the date of receipt by the other party.

20.4. Severability – If any part of any Article of these Terms is for whatever reason held to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining parts or Articles shall not be affected and shall remain valid and enforceable as if the invalid or unenforceable parts of Articles were not part of the Terms. Any such part or Article shall be replaced by a provision that, insofar as legally possible, comes closest to the intention of both parties in the affected part or Article. parties shall in good faith negotiate and agree a mutually acceptable provision that shall replace the deleted provision.

20.5. Non-transferability – This Agreement and the rights and obligations ensuing from it for the Customer may not be transferred either directly or indirectly without the written consent of Rebin. However, Rebin shall have the right to transfer this Agreement and the rights and obligations ensuing from it to a third party. In that case a new agreement shall be concluded between the Customer and the third party with terms and conditions (rights and obligations) identical to those in this Agreement for the remaining term.

20.6. Entire agreement – The Agreement, together with any applicable attachment(s), constitutes the entire agreement between the Customer and Rebin and supersedes all prior or contemporaneous, written or oral negotiations, discussions or agreements between the parties with respect to the subject matter of this Agreement. An amendment or modification to the Agreement is only binding if it is in writing and signed by the authorised representative of the parties.

21.Jurisdiction and Applicable Law

21.1. The present Terms as well as any Agreement between parties, of whatever nature, are governed by – and construed in accordance with – the laws of Belgium, with exclusion of all conflict of laws rules.

21.2. Any disputes arising from these Terms as well as from any other Agreement entered into between the Customer and Rebin, shall be subject to the exclusive jurisdiction of the district in which Rebin has its registered office.