

PLATFORM SERVICE TERMS

Last revised: July 15, 2025

THE TERMS AND CONDITIONS CONTAINED HEREIN (“PLATFORM TERMS” or “EULA”) APPLY TO ALL USE OF THE SOFTWARE AND THE PLATFORM SERVICES (ACCESSIBLE THROUGH THE SMAPPEE MOBILE APP AND THE DASHBOARD) PROVIDED BY SMAPPEE TO YOU AND THE ORGANIZATION YOU REPRESENT (TOGETHER, THE “CUSTOMER”).

BY ACCESSING OR USING ANY OF SMAPPEE’S SOFTWARE OR PLATFORM SERVICES, THE CUSTOMER AGREES WITH ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

THESE TERMS ARE EFFECTIVE BETWEEN THE CUSTOMER AND SMAPPEE ACTIVATION OF THE SUBSCRIPTION OR UPON INSTALLATION AND FIRST USE OF THE PLATFORM SERVICES, WHICHEVER OCCURS EARLIER

1. APPLICABILITY

1.1. The use of the Software and Platform Services offered by SMAPPEE shall be governed by these Platform Terms. The general terms and conditions of the Customer are not applicable and are explicitly excluded, even if such terms of the Customer contain a similar clause.

1.2. Before using the Platform Services, the Customer has been informed of these Platform Terms. Unless otherwise explicitly agreed upon in writing, the Customer shall accept these Platform Terms upon activation the Subscription or upon installation and first use of the Platform Services, whichever occurs earlier.

1.3. The most recent version of these Platform Terms is available on the Website.

2. DEFINITIONS

The following capitalized terms will have the following meanings whenever used in these Terms.

“**App**” means Smappee’s mobile device application to be downloaded from the designated mobile application providers for the purpose of enabling all available Platform Services.

“**Customer**” means any person using the Software or the Platform Services, whether it is on their own behalf or on behalf of a legal entity and whatever their intended use of

the Software or Platform Services. If the Customer uses the Software or the Platform Services on behalf of a legal entity or another person, this legal entity or other person shall also be deemed to be a Customer for the purposes of these Terms.

“**Customer Data**” or “**Feedback**” means all information processed or stored through the Software and/or the Platform Services by Customer or on Customer’s behalf including, without limitation, information relating to Customer’s use of the Software or the Platform Services, Customer’s comments, ideas, suggestions or other information regarding the usability, possible creation, modification, correction, improvement or enhancement of the Platform Services; excluding strictly personal data (name, address, bank account number, etc.).

“**Dashboard**” means the web-based Smappee dashboard accessible for the Customer having an active account, to monitor and gain insight in the Platform Services in scope of its Subscription.

“**Documentation**” means all technical documents, manuals, instructions, specifications and other documents and materials that are available to the Customer and which may change from time to time in any medium, describing the functionality, components, features or requirements of the Software and the Platform.

“**Essential**” or “**Essential Functionalities**” refer to those functionalities in scope of the Platform Services, that are and remain activated and available at all times, as of the moment of Customer registration in the App or Dashboard. Essential Functionalities include in any case: live and historical charging sessions, whitelisting, secure OCPP and dynamic overload protection, provided that for some of these functionalities, specific hardware modules might be needed. The scope of the Essential Functionalities may be extended with additional features at Smappee’s sole discretion.

“**Fees**” are the prices payable for the Software and/or Platform Services.

“**Initial Subscription Term**” means the term, starting upon activation of the relevant Subscription, during which Customer can use the selected Smart or Business features in accordance with these Terms. The default Initial Subscription Term for the Smart or Business Subscription is 1 year, unless otherwise agreed upon and explicitly defined in the Order: the Customer may choose the preferred Initial Subscription Term for the Smart or Business Subscription from the available options, offered by Smappee. If no preference is specified, the default

term will be one (1) year, unless otherwise agreed and explicitly stated in the Order.

“**Subscription**” is the renewable, non-exclusive, non-transferable, revocable, limited right to use the selected Platform Services (in scope of a Smart or Business package), subject to compliance with these Platform Terms and payment of the relevant Fees.

“**Order**” means a quote, order confirmation and any other document(s) in writing or electronic format, which sets forth the Products, the licensed Software and selected Platform Services provided to the Customer, under these Terms.

“**Platform Services**” are the charging and energy management features provided through the App and the Dashboard, unlocking ‘smartness’ of the Products purchased by the Customer. Platform Services include all features and functionalities of the Software that are controlled by the Customer through Smappee’s mobile App and Dashboard, including all data provided therein, in line with the access granted to the Customers under these Terms.

“**Product(s)**” means any hardware device purchased by the Customer (directly from Smappee, or indirectly through a distributor, reseller or (Smappee certified) installer) connected with the Software developed by Smappee allowing the operation and/or controlling such hardware in a smart manner.

“**Smappee**” means one or more of the following companies, including where relevant their affiliates, depending on whether the registered address of the Customer is located in (i) Europe, (ii) North-America or (iii) APAC or Oceania:

- Smappee NV, a public limited liability company incorporated under Belgian law, having its registered office at Evolis 104, B-8530 Harelbeke, registered with the Crossroads Bank for Enterprises under number 0849.366.642
- Smappee Inc., a private limited liability company incorporated under US law, having its registered office at 55 Madison Avenue, Suite 400 55, Madison Avenue, Suite 400, Morristown, New Jersey (US)07960, United States; listed under enterprise number VAT. EIN61-1750640; or
- Smappee PTY, a private limited liability company incorporated under Australian law, having its registered office at 1/575 Darling Street, Rozelle, New South Wales 2039, Australia, and registered under number AU21627146874.

“**Smart**” **Subscription** and “**Business**” **Subscription** are the subscriptions to functionalities and features in scope of the Platform Services, on top of the Essential Functionalities. The Smart and/ or Business Subscription is subject to subscription Fees being due and can be selected, activated and purchased by the Customer via the App (Smart) and/ or Dashboard (Business).

“**Software**” means the Product-embedded and/ or cloud-based software and licensed in accordance with these Platform Terms, for the purpose of operating and/or controlling the Products and Platform Services.

“**Terms of Use**” or “**ToU**” means Smappee’s terms of use addressing the Customer’s acceptable use of the mobile App and Dashboard.

“**Website**” means Smappee’s website www.smappee.com

3. GRANT OF LICENSE

3.1. **General**

During the Term (as defined in Section 6 below) and subject to payment of the relevant Fees, the Customer may access and use the Software and the Platform Services.

3.2 **Essential Functionalities** The initial purchase of the Product includes a perpetual right to make use of the Essential Functionalities, as such covering use of these functionalities for the duration of the lifespan of the Products, irrespective of a Smart or Business (or any other available) Subscription signed up to.

3.3. **Smart and Business Subscription.** Unless terminated in accordance with these Terms, the Smart and Business Subscription is not perpetual but is subscription-based. Subject to compliance with these Terms and subject to payment of the relevant Fees, Smappee hereby grants the Customer a renewable, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the features and functionalities in scope of the relevant Subscription.

3.4. **Additional features or additional Platform Services.** At its sole discretion, Smappee may introduce and offer additional features or functionalities (to be selected, activated and subscribed to by the Customer) through the App and/or the Dashboard, further enhancing the performance and features of the Products that are controlled by it. These additional functionalities are made available as optional and/or premium features.

In the event the Customer purchases such additional modules, functionalities, features or add-ons, such features will, subject to payment of the relevant Fees, and will be deemed part of the Software and/or Platform Services (as the case may be) and are therefore licensed subject to these Platform Terms (unless SMAPPEE provides them pursuant to different terms and conditions).

3.5. Updates and Upgrades. Smappee may, at its discretion, update the Software and the Platform Services (including any of its components) at any time. If remote updates are possible, Smappee may implement them remotely. Should the Customer choose to continue using an older version of the Software and the Platform Services, Smappee does not guarantee the resolution of any issues or problems arising from that version. Unless otherwise indicated by Smappee, these Platform Terms will apply to any new versions, releases, updates, or upgrades of the Software and the Platform Services.

3.6. Open-Source. If any part of the Software or the Platform Services is subject to any open-source license terms, the use and the license of that part of the Software or Platform Services will be subject to those open-source license terms. In the event of any contradiction or uncertainty between the license terms contained herein and the open-source license terms with respect to the portions of the Software or the Platform Services governed by open-source license terms, the applicable open-source license terms will prevail.

3.7. Restrictions. Copies of the Software created or transferred pursuant to these Terms are licensed, not sold, and the Customer receives no title to or ownership of any copy of the Software or the Platform Services itself. Furthermore, the Customer receives no rights to the Software and/or the Platform Services other than those specifically granted in the present Terms.

4. FEES

4.1. Initial purchase. The initial purchase of the (hardware) Product by the Customer (either directly from Smappee, or indirectly through distribution or a (certified) installer) includes: i) the Essential Functionalities on a perpetual basis and ii) the features and functionalities included in the Smart Subscription for an initial twelve (12) month period, provided that the Customer may elect to purchase an Initial Subscription Term longer than one (1) year, selected from the available subscription package options presented at the time of purchase.

For the avoidance of doubt, the Business Subscription is not included by default in the price of the initial purchase

of the (hardware) Product and is in any case subject to payment of the relevant Fees in order to be activated.

4.2. Renewals. The Customer acknowledges that renewals of the Smart Subscription beyond the Initial Subscription Term or the continued use of the features in scope of the Business Subscription, shall be subject to payment of the relevant Fees ("Renewal Fees").

For the avoidance of doubt, as stated in Article 6.2 of these Terms, payment of the Renewal Fees for the Smart or Business is required in order to guarantee the continued use of the selected (Smart or Business) Subscription: if the Smart or Business Subscription is not renewed by the Customer, continued use of the (hardware) Product and the Software shall be limited to the Essential Functionalities.

4.3. Additional features. If applicable and offered by Smappee, the Customer can choose to activate additional paid functionalities or features in its account subject to payment of the applicable Fees.

4.4. All Fees are expressed in EUR (or in local currency). Prices are expressed exclusive of VAT/GST, sales taxes, import duties, export duties, customs charges, and other taxes.

If the Customer is a consumer, all Fees are -contrary to the above- all inclusive. Whenever the term 'consumer' is used in these Platform Terms, it refers to the definition of 'consumer' as set out in Article I.1, 2° of the Belgian Code of Economic Law.

4.5. All Fees for Subscriptions payable pursuant to these Terms are non-refundable and upfront payable for the relevant Initial Subscription Term or any Renewal Term. Also in the event of early termination (in accordance with Article 6), all Fees shall therefore be definitively acquired in favor of Smappee.

4.6. Any discounts on Fees and/or prices for products or services offered through the Platform may be unilaterally revised by Smappee at any time, without prior notice.

4.7. In the event of non- or late payment, the Fees shall be increased automatically and without notice of default with a fixed amount of 15% of the unpaid invoice with a minimum of 250 euro irrespective of the right of Smappee to demand higher compensation upon proof of actual damage. In addition, interest is due automatically and without notice of default, at the rate of 15% per annum on the outstanding amount.

If the Customer is a consumer: In the event of full or partial late payment, a default notice, which serves as the

first reminder, will be sent to the Customer for the outstanding balance at no additional charge. If no payment is made within 15 days following the date on which this first reminder was sent to the Customer, the outstanding debt will be increased by a late payment interest of 10% per year, calculated from the day following the date of the first reminder.

In addition, in the event of full or partial late payment, Smappee is entitled to a lump-sum compensation, which will be due starting from the 15th day following the date the first reminder was sent, if no payment is made within this period. The lump-sum compensation is calculated as follows:

€ 20.00 if the outstanding balance is less than or equal to € 150.00;

€ 30.00 plus 10% of the outstanding amount for the portion between € 150.01 and € 500.00;

€ 65.00 plus 5% of the outstanding amount for the portion above € 500.00, with a maximum of € 2,000.00 if the outstanding balance exceeds € 500.00.

5. USE RESTRICTIONS

5.1. *Restrictions.*

Except as expressly and unambiguously permitted by this Agreement, Customer shall not, nor permit anyone else to, directly or indirectly: (i) provide App or Dashboard passwords or other log-in information to any third party; (ii) share non-public Platform Service features with any third party; (iii) copy, modify, resell or distribute the Software; (iv) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except the foregoing will not apply to the extent prohibited by applicable local law); (v) rent, lease, or use the Software or Platform Services for timesharing or service bureau purposes, or otherwise use the Platform Services on behalf of any third party; (vi) use the Platform Services to develop any other product or services whether delivered internally or as an external service offering or (vii) use the Platform Services for performing comparisons or other “benchmarking” activities, either alone or in connection with any other Platform (and Customer will not publish or disclose any such performance information or comparisons).

The Customer agrees to take reasonable steps to prevent unauthorized access to the Platform Services, including by protecting its passwords and other log-in information. The Customer shall notify Smappee immediately if it

knows of or suspects unauthorized use of the Platform or Platform Services, or breach of its security.

5.2. **Proprietary notices.** Customer shall maintain and not remove or obscure any proprietary notices on or in the Software or Platform Services. Title, ownership rights, and intellectual property rights, in and to the Software, and any copies or portions thereof, shall remain in Smappee or (as applicable) its suppliers/licensors. The Software is protected by copyright laws. These Terms do not give the Customer any rights not expressly granted herein.

5.3. The Customer understands that Smappee may modify or discontinue offering the Platform Services or certain features thereof at any time (provided that discontinuance of subscription-based licenses will only take place at the end of the then-current term).

6. TERM AND TERMINATION

6.1. *Term*

The Essential Functionalities are effective from the date of Customer registration in the App or Dashboard and remain activated perpetually.

The Smart or Business Subscription starts as of the date of activation of the relevant Platform Services in the App or Dashboard.

Unless terminated in accordance with the provisions of these Terms or unless otherwise agreed upon in writing, and subject to payment of the relevant Fees, the Smart and Business Subscription is activated for the selected and pre-paid Initial Subscription Term.

6.2. *Renewal*

Unless terminated in accordance with the provisions of this Article 6, the Smart or Business Subscription shall be renewed for the renewal term period selected by the Customer from the options made available by Smappee at the moment of the renewal becoming due (“Renewal Term”), commencing on the expiry of the Initial Subscription Term.

6.3. **Termination by Smappee.** Without prejudice to any other remedy available to it, Smappee may, subject to providing the Customer with a notice, suspend the Subscription and prevent further use of the Software and/or Platform Services if (i) the Customer fails to make a payment of the relevant Fees when due, or, (ii) if the Customer fails to cure a breach of any of its obligations hereunder within thirty (30) days from receipt of a written notice from Smappee stating such breach, or, (iii) if the

Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or terminates its business activities.

6.4. Consequences of early termination or non-renewal.

6.4.1 Termination by the Customer before the Initial Subscription Term (or Renewal Term) of the Subscription does not entitle the Customer to a refund of the Fees paid. Further, upon such early termination of the relevant Subscription, the relevant Platform Services or features in scope of the Subscription shall terminate.

6.4.2. In case of (early) termination of the Subscription or non-renewal of the Subscription by the Customer, the Customer can continue use of the (hardware) Products, but such continued use of the Product (i.e. use of the Product after early termination or non-renewal of the Subscription covering the Initial Subscription Term) shall be limited to the Essential Functionalities of the Software, excluding the smart features covered in the Smart or Business Subscription.

7. SUPPORT AND UPGRADES

7.1. The Customer acknowledges that the Platform contains features that allow SMAPPEE to remotely and automatically identify, track and analyze certain aspects of use and performance of the Platform.

7.2. Updates and upgrades.

SMAPPEE reserves the right to make, in its sole discretion, from time to time, without prior notification to the Customer, standard (i.e. to all SMAPPEE customers accessible) changes and updates to the functionality and/or Documentation of the Platform and/or Platform Services. Such updates are included in the License Fee (and Renewal License Fee). However, Smappee is not obligated to provide local updates free of charge, nor is it required to deliver any updates, upgrades, bug fixes, or other modifications to the Platform and the Platform Services.

Paid updates and/or upgrades to the Platform Services (if any) should be purchased separately by the Customer through the App or Dashboard.

7.3. **Feedback.** With respect to any Customer proposed modifications, derivatives, enhancements or improvements to the Software and/or Platform Services ("Feedback"), Customer hereby grants SMAPPEE a perpetual, irrevocable, royalty-free, fully paid-up, sub-licensable, right and license to use, display, reproduce,

distribute and otherwise fully exploit such Feedback for any purposes. All Feedback is provided by Customer "AS IS."

8. OWNERSHIP AND COPYRIGHT

SMAPPEE and its suppliers retain all intellectual property rights, title and interests in and to the Software, the Platform and Platform Services. All rights in and to the Software, the Smappee App, Smappee Dashboard and Platform Service not expressly granted to Customer are reserved to SMAPPEE. No license is granted to the Customer other than to use the Software and the Platform Services expressly stated in the Agreement. The SMAPPEE name and logo, and the product names associated with the Software and/or Platform are trademarks of SMAPPEE or third parties and may not be used without SMAPPEE's prior written consent. The Customer will not remove any proprietary notice or other legend from the Software.

9. WARRANTIES AND LIMITATION OF LIABILITY

SMAPPEE warrants that (i) it has the power, and has obtained all permits, regulatory licenses, registrations and authorizations required to provide the Platform Services procured under these Terms; and (ii) the Platform Services shall be provided with all professional diligence, skill and care and corresponding to good industry practises.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9, SMAPPEE AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT.

CERTAIN ASPECTS OF THE PLATFORM SERVICES MAY INVOLVE ARTIFICIAL INTELLIGENCE. CUSTOMER ACKNOWLEDGES THAT ARTIFICIAL INTELLIGENCE SYSTEMS ARE A RAPIDLY EVOLVING FIELD. WHILE SMAPPEE IS ALWAYS WORKING TO IMPROVE THE SOFTWARE, DUE TO THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE PLATFORM MAY PROVIDE INACCURATE OUTPUT OR OTHERWISE NOT ALWAYS PRODUCE THE INTENDED RESULTS. AS SUCH, CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES ARE MADE BY SMAPPEE WITH

RESPECT TO (AND SMAPPEE WILL HAVE NO LIABILITY WITH RESPECT TO) THE OUTPUT (OR CUSTOMER'S USE THEREOF) OF GENERATIVE AI FUNCTIONS OF THE PLATFORM SERVICES.

Third-party services, whether offered through the Platform or not, are provided by third parties and Smappee is therefore not liable for these third-party services, which may be subject to specific terms of use, End User License Agreements (EULAs), and/or privacy statements to be concluded directly by the Customer with this third-party. SMAPPEE gives no warranty on third-party services.

THE WARRANTIES AND SMAPPEE'S LIABILITY DESCRIBED IN THIS AGREEMENT ARE SMAPPEE'S EXCLUSIVE OBLIGATIONS AND THE CUSTOMER'S EXCLUSIVE REMEDIES. THEY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO OTHER WARRANTIES, REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE ARE MADE OR GIVEN BY SMAPPEE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THE SOFTWARE AND/OR PLATFORM SERVICES IS ERROR OR BUG FREE. NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, IS MADE EXCEPT AS SET FORTH IN THIS AGREEMENT. SMAPPEE EXPRESSLY DISCLAIMS (AND CUSTOMER ACKNOWLEDGES THAT IT DISCLAIMS) ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SMAPPEE, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR i) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, OR ANY OTHER ECONOMICAL ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE AND/OR PLATFORM SERVICES PROCURED UNDER THIS AGREEMENT, ii) increased energy costs, operational inefficiencies, or any other direct or indirect damages incurred by the Customer as a result of the Customer's failure to renew their (Smart or Business) Subscription. It is the sole responsibility of the Customer to ensure timely renewal of such Subscriptions to maintain full functionality and performance of the relevant Platform Services. Smappee provides no guarantees in terms of cost savings in the absence of an active Subscription.

Smappee makes no representations or warranties regarding any specific level of cost savings or reduction

in electricity usage resulting from the use of its Software or Platform Services. Actual energy costs and savings may vary and depend on numerous factors beyond Smappee's control, including but not limited to Customer behavior, consumption patterns, energy tariffs, and external environmental or market conditions.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SMAPPEE 'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOFTWARE OR SERVICE PROCURED UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY AND FOR ALL CLAIMS IN AGGREGATE, EXCEED THE AMOUNT OF THE LICENSE FEES PAID FOR THE SOFTWARE AND THE PLATFORM SERVICES BY THE CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

If the Customer is a consumer, he/she can invoke the mandatory statutory warranty provisions as outlined in the Belgian Code of Economic Law, which take precedence over these provisions of the Platform Terms (including the right of withdrawal in accordance with article VI.47 Belgian. Code of Economic Law in case of a distance sell and as long all (other) legal conditions are met).

Smappee provides these warranties only to the Customer who purchases directly from Smappee.

Parties exclude the possibility for a non-contractual liability claim against Smappee. Parties also exclude the possibility for the Customer to hold the director(s), employee(s), self-employed service provider(s), or any other auxiliary person of Smappee non-contractually liable (pursuant to Article 6.3, §2 of the New Civil Code). This exclusion does not apply: (i) in the event of a criminal offense on the part of the involved auxiliary person, (ii) for subcontractors/self-employed service providers who are not a director of Smappee and are bound by a fixed-term contract or a contract for a clearly defined performance (e.g., a subcontractor who is only engaged for a specific project of Smappee or a supplier of goods (materials), provided they qualify as an auxiliary person under Article 6.3, §2 of the New Civil Code).

For the avoidance of doubt, it is clarified that Smappee can only be held liable towards the Customer who is also a buyer towards Smappee; i.e.: a Customer who purchases directly from Smappee.

10. CONFIDENTIALITY AND PROTECTION OF DATA

10.1 All information regarding the Software and Platform Services, or otherwise disclosed by SMAPPEE that is identified as confidential, or that Customer should reasonably understand to be confidential, is SMAPPEE's "Confidential Information". Customer will hold all Confidential Information in confidence and not disclose it to any third party, unless otherwise specifically approved by SMAPPEE in writing. Customer will only use the Confidential Information for the purposes of its relationship with SMAPPEE hereunder, including as necessary to use the Platform for the purposes for which it is provided. This Section will not apply to information that is or becomes generally available to the public without the fault of Customer. On SMAPPEE's request at any time, Customer will promptly return to SMAPPEE (or, at SMAPPEE's request, destroy) all Confidential Information. If requested by SMAPPEE, Customer will provide SMAPPEE with written certification that it has complied with this Section.

10.2. To the extent that the Customer's Personal Data (as defined in the [Regulation \(EU\) 2016/679](#) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) is processed by SMAPPEE when deploying or using the Software and/or Platform Services, such processing will be done in accordance with SMAPPEE's Privacy Policy. SMAPPEE's Privacy Policy is available on the Website.

10.3. SMAPPEE will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of the Customer's (personal) data as described in the documentation. Those safeguards will include measures designed to prevent unauthorized access to or disclosure of the Customer's (personal) data.

11. APPLICABLE LAW AND JURISDICTION

These Platform Terms and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with these Platform Terms shall be settled by the Court of Kortrijk.

12. MISCELLANEOUS

12.1. SMAPPEE reserves the right to amend its Platform Terms in case of a justified cause and upon notice to the Customer (via email, on the Website or the SMAPPEE Platform). The Customer may refuse such amendments,

in which case the Customer shall immediately cease to use the Platform and the Platform Services and the License thereto shall automatically terminate.

12.2. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision(s) shall be construed to reflect, as nearly as possible, the intent of the invalid or unenforceable provision(s), while all other provisions shall remain in full force and effect.

12.3 No joint venture, partnership, employment, or agency relationship exists between the Customer and SMAPPEE based on the Order or use of the Service.

12.4 A Party's failure to enforce any right or provision in the Order shall not constitute a waiver of that right or provision unless acknowledged by that Party in a written agreement.

12.5. In the event that performance of the Order by either Party is prevented, hindered, delayed or otherwise impracticable due to flood, riot, fire, judicial or governmental action, labor disputes, natural disasters, epidemics/pandemics (and judicial or governmental action related thereto) or other causes beyond the control of the Party, such Party shall be excused to the extent that performance is prevented, hindered or delayed by such causes.

12.6. The Order may not be assigned by Customer without SMAPPEE's prior written consent but may be assigned by SMAPPEE to (i) a parent or subsidiary company; (ii) an acquirer of all or substantially all of SMAPPEE's assets involved in the operations relevant to these Terms, or (iii) a successor by merger. Any purported transfer made in violation of this section shall be null and void.

12.7. These Terms, together with any applicable attachment(s), constitutes the entire agreement between the Customer and SMAPPEE and supersedes all prior or contemporaneous, written or oral, negotiations, discussions or agreements between the Parties with respect to the subject matter of the Order. An amendment or modification to the Order is only binding if it is in writing and signed by the authorized representatives of the Parties.