

# TERMS OF USE

By completing the user registration form (creating a user account) or accessing i3CONNECT Software you agree to be bound by the following terms of use. Please ensure that you read them before using i3CONNECT Software. They are a legal agreement between i3-TECHNOLOGIES NV, a private limited company with registered office at Kleine Schaluinweg 7, 3290 Diest, Belgium, registered under the register of legal entities of Leuven under number 0438.852.447 acting both on its own behalf and on behalf of its affiliated companies and subsidiaries, including those affiliated and controlled legal entities as defined in Articles 1:20 et seq. of the Belgian Companies and Associations Code, and (partially) operating under the brand name i3CONNECT (“We/Us/Our/I3CONNECT”) and You (or any other party authorized by You to use the Service on the Website in accordance with these terms of use or as otherwise permitted by Us from time to time) (“You/You/Yours”). Together in these terms of use we are known as “the Parties”.

## 1. Definitions

1.1 “Content” means all visual, written or audible data, information or material including, without limitation: any hyperlink, text, image, logo, word, sound avatar, video, document, spreadsheet, text message, form entry, web page, and any other file or data or any similar material, including but not limited to each of the foregoing that is uploaded to, transferred through, publicly posted, processed or entered into the Services.

1.2. “i3CONNECT Software” means the software, firmware, applications and cloud-based services owned or licensed to Us whereto You have access via this website’s free service or one of the paid services such as i3LEARNHUB, i3CONNECT Cortex or i3CONNECT Studio.

1.3 “Intellectual Property Rights” means any copyright, database right, design right, trade mark, service mark, patent, rights in invention, source code, Software, domain name, confidential information, know-how, business name, trade name, get-up, trade dress, right to sue for passing off or for unfair competition, and any other intellectual property rights whether applied for, registered or unregistered and all extensions, renewals and revivals thereof and existing anywhere in the world.

1.4 “Internet” means a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.

1.5 “Services” means the web services, all content, i3CONNECT Software, Software, associated software, and other services related thereto provided to You by i3CONNECT in accordance with these terms of use and with the characteristics and features as described at the Website from time to time.

1.6 “Website” means any website at <https://www.i3-connect.com> and any other domain extension or subdomain.



1.7 “License” means the license as granted by the terms and conditions of these terms of use.

1.8 “Software” means all proprietary or open-source software/firmware/middleware.

1.9 “Terms of use” means these terms governing the use of the Services and Website, which may be updated or amended by Us from time to time.

## 2. Acceptance of Terms

By using the Services and Website, You agree to be bound by the terms of use. If You do not agree to be bound by any term or condition contained in these terms of use You may not download, order, install, use, or operate the Website or use the Services. If You do not wish to proceed, do not use the Services or the Website. If You proceed to use the Services or the Website and You do not accept the terms of this Agreement You will be infringing Our Intellectual Property Rights and We reserve the right to take legal proceedings against You for such infringement.

## 3. Grant of License

3.1 Subject to these terms of use, We hereby grant to You a non-transferable, non-exclusive, non-sublicensable, revocable, limited term right and license for You to access and use the Services solely for the purpose of using, storing or otherwise sharing with other members of i3CONNECT Software documents, files, electronic media, quizzes and voting lists and whiteboards.

3.2 Except for the rights specifically granted under Clause 3.1 of this Agreement, You are not given any other right, title or interest in or to the Website or the Services, and We expressly reserve all such rights, titles and interests.

3.3 The License granted to You by Us under Clause 3.1 above depends upon Your compliance with these terms of use and such other rules as, following written notice to You, We may impose from time to time upon the use of the Services and of the Website.

3.4 The Website and Services provided by Us to You, as well as any copies thereof made by You are and shall remain Our exclusive property.

3.5 Your engagement in or participation to any of the following acts will entitle Us to promptly terminate these terms of use and Your use of the Services and the Website immediately, without prejudice to any other rights or remedies We may have against You:

- (a) Distribute, sell, supply, modify, adapt, amend, incorporate, merge, or otherwise alter the Service and all i3CONNECT Software or Content provided to You as part of the Services;
- (b) Attempt to decompile, reverse engineer or otherwise disassemble any i3CONNECT Software or Content provided to You as part of the Services or the Website;
- (c) Attempt to copy any i3CONNECT Software or Content provided to You as part of the Service or the Website and in particular its source code, or attempt to decrypt any part of such i3CONNECT Software or Content that is provided to You in an encrypted form;

**i3-Technologies N.V.**

Kleine Schaluinweg 7, 3290 Diest, Belgium

**VAT:** BE0438852447 **VAT:** NL813216709B02

**IBAN:** BE11468335977148 **BIC:** KREDBEBB

- (d) Create any derivative version of any i3CONNECT Software or Content provided by Us to You including any translation or localisation of such i3CONNECT Software or Content, or break down any i3CONNECT Software or Content, which is licensed to You as a single product, into its component parts;
- (e) Redistribute, encumber, sell, rent, lease or otherwise use any i3CONNECT Software or Content provided by Us to You or transfer such i3CONNECT Software or Content under any circumstances;
- (f) Remove from i3CONNECT Software or Content provided by Us to You any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in such Content;
- (g) Use any information in the Services or the Website for the sending of spam, bulk email messages, bulk instant messages, MP3 files, music files, video files or executable program files, any bulky files, or any other file that has a disproportionate number of hits for the number of pages or network transfers;
- (h) Use any part of the Services or the Website to upload post, email or transmit Viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other software or other malware, files or programs that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or network equipment;
- (i) Use any part of the Services or the Website to create a false identity, to impersonate any person or organization, or attempt to disguise the origin of any Content;
- (j) Use the Services, Website or any part thereof to infringe any Intellectual Property Rights of Us or any third party, or to infringe on any provision of applicable law;
- (k) Register, operate or otherwise control more than one i3CONNECT Software user account unless through a rightfully acquired License.

3.6 You may grant other individuals who are members of the Service access to Your Account, without prejudice to Clause 5.

3.7 For embedded or pre-installed software which does not require a separate subscription, the License term shall commence upon first activation of the device and shall remain valid indefinitely for the state and/or version of the software that was originally embedded or pre-installed out-of-the-box.

3.8 For cloud-based or other additional software, which may require a separate subscription, the License term shall commence upon first activation of the software and shall remain valid for the duration of the License term as specified in the applicable order, subscription plan, or commercial agreement.

## 4. Services and Access to Services

4.1 We reserve the right to effect modifications to the design, operational method, technical specifications, systems, and other functions of the Services, at any time without prior notice.

4.2 The Services are normally available over the Internet around the clock. We shall be entitled to take measures that affect the aforementioned accessibility where i3CONNECT deems such measures to be necessary or useful for technical, maintenance, operational, security or other reasons. You are hereby aware and acknowledge that Your access to the Internet and the Services cannot be guaranteed and that We shall not be liable for deficiencies in Your own internet connections or equipment.

4.3 We shall be entitled to retain subcontractors for the performance of obligations in accordance with this agreement.

4.4 In the event You create a user account using an email address belonging to a third party, such user account may be from time to time or may later become subject to additional terms and conditions. You are aware of and acknowledge that such third party could impose access restrictions on Your access to the Internet or the Services. We will not be liable to You for such lack or curtailment of access.

4.5 The Services or any Content may contain links to third party websites that are not owned or controlled by Us. i3CONNECT will not and cannot censor or edit or control the content of any third-party site. We are not liable for any loss or damages directly or indirectly resulting therefrom.

4.6 Each time that You use or access the Services, the Website or any part thereof, You are deemed to re-affirm Your acceptance of the then applicable version of these terms of use, which may be updated or amended by Us from time to time.

4.7 Results and information from this site are not a certified or definitive source of information that can be relied on for legal, financial, medical, life-safety, or any other purposes.

## 5. Your Obligations

5.1 You shall comply with these terms of use, any updates or amendments thereto as well as any additional security and administrative regulations that may be notified to you at the occasion of or subsequent to your registration, by email or in any other manner from time to time made available on the Website.

5.2 You undertake, in conjunction with registration, to provide correct information regarding Your identity and a correct and legitimate email address, to which you have authorized access.

5.3 You shall be responsible for the activities conducted through use of the Services and the Website and shall ensure compliance with any applicable laws, regulations or other mandatory rules in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services or the Website by or on behalf of You shall be Your sole responsibility.

5.4 You WARRANT that you shall be responsible for monitoring Your Account and shall be liable to Us for ensuring that Content transferred to or handled within the Services which is processed by You and/or individuals invited by You to do so does not infringe any third party rights nor in any other manner violates any applicable law or regulation, and that You possess such necessary Licenses and/or approvals from third parties as may be required in order to process the Content/use the Services. You hereby INDEMNIFY Us and keep Us INDEMNIFIED against any and all loss suffered as a result of You breaching this Clause 5.4.

5.5 You are aware and hereby acknowledge that You are not permitted use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.

5.6 You undertake not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of Us or a third party, or in any manner which may result in the infringement of any of Our or a third party's Intellectual Property Rights, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.

5.7 You shall not invade the privacy of others, misuse the personal data of others, or otherwise incite a person, persons or body corporate to carry out such acts and You shall not make available libelous, defamatory, abusive, derogatory, inflammatory or obscene Content.

5.8 You undertake not to provide access to the Services to anyone else than individuals who have completed the registration form and thereby agreed to the terms of use.

5.9 You agree not to use or launch any automated system, including without limitation, "robots", "spiders" or "offline readers" that accesses the Services in a manner that sends more request messages to Our servers in a given period of time than a single human can reasonably produce in the same period by using a conventional online web browser. You agree not to collect or harvest any personally identifiable information or personal data, including but not limited to names, from the Services.

## **6. Notification of Unauthorised Acts**

6.1 You are obligated to promptly notify Us in writing regarding any actual or perceived breach of these terms of use.

6.2 In the event that You notify Us in accordance with Clause 6.1 above, You shall co-operate fully with Us by providing Us with all information that is reasonably requested by Us from You.

## **7. Proprietary Rights in Content**

7.1 Unless explicitly specified otherwise, we shall hold title to all Intellectual Property Rights and technical solutions in relation to the Services or the Website and any Content provided by or on behalf of Us or, in the alternative, shall possess a sole right to use the same. Such Intellectual Property Rights and technical solutions may only be used by You in the manner stated in these terms of use. Under no circumstances shall You or a third party acquire any Intellectual Property



Rights to the Services. Note that access to the Services is licensed and not sold on the terms set out in these terms of use.

7.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by You shall remain Your sole property or its respective legal owner. We shall have no liability for such Content. By uploading third party content You warrant that You have obtained all necessary licenses, permissions, consents, approvals and agreements necessary for the lawful use of such third party content by Us and by third parties in accordance with these terms of use and in order for Us to provide the Services and further You hereby fully indemnify Us and keep Us fully indemnified in relation to all claims in relation thereto.

## 8. Disclaimers

8.1 The Services and the Website are provided to You “as is” and “as available” and could contain defects, faults, mistakes and other deficiencies. We exclude any warranty that the Service and/or the Website will be uninterrupted, error-free or will operate at any particular speed or frequency.

8.2. i3CONNECT may, at its sole discretion, provide updates, enhancements, security patches, bug fixes, or new versions for the Software. No guarantee is given regarding the availability, frequency, duration, continuity or scope of such updates or services, and no rights are granted to any specific features, functionalities, or future versions. i3CONNECT reserves the right to modify, suspend or discontinue any software, service or functionality, in whole or in part, at any time.

8.3 i3CONNECT cannot be held responsible if a firmware or software update breaks functioning of system beyond the display itself. It is the system integrator’s responsibility to test the functioning of a full system prior to applying an update.

8.4 i3CONNECT cannot be held responsible if a change in third party software/terms (beyond i3CONNECT’s control) breaks functioning of the display itself

8.5 You are responsible for any and all activity made by You or anyone You allow to use the Services or the Website including Your colleagues, friends and members of Your family. Any material You or anyone else accesses or obtains using the Services or the Website is entirely at Your sole risk and expense.

8.6 You are responsible for ensuring that Your Internet connections, computer unit and telephone service are compatible with the Services and the Website and for any damage that may be caused to such items by anything You access or obtain using them. We shall not be liable for any losses suffered by You as a result of any such incompatibility or damage. You are responsible for paying any and all charges in relation to Your internet connection, computer unit and telephone service.

8.7 You are solely responsible for ensuring that all Content uploaded by You is lawfully used and furthermore You are responsible that any and all use of whatever nature encouraged or permitted in each case whether expressly or impliedly by You of the Content is lawful.

8.8 We are under no obligation to provide You with any technical support under these terms of use and We provide You with no assurance that any specific errors, problems, discrepancies or other matters raised by You will be corrected.

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8.9 We neither endorse nor are We responsible for the accuracy, reliability or veracity of any opinion, advice, or statement including but not limited to the pricing or other information of products or other services offered for sale or otherwise marketed via the Service and We are further not responsible and nor shall You deem Us to be responsible for any defamatory, obscene, racist, sexist, or other derogatory Content even where such Content is in breach of any rule imposed by Us. We shall not be liable for any loss suffered by You in reliance on any statement, opinion or advice in the Service or Website and it is entirely incumbent on You to verify the accuracy of such opinion, advice or statement offered or other Content through the Service or Website prior to Your reliance upon it. Wherever possible You ought to obtain the advice of a recognised professional in the relevant field in which the opinion, advice or statement is offered. In this regard You shall indemnify Us and Our officers, directors, representatives and employees and hold Us and Our officers, directors, representatives and employees harmless from any and all claims, expenses, legal fees and all other costs and disbursements incurred by You as a result of Your using the Services or the Website or of You entering into any third party relationships.

## 9. Limitation of Liability and Risk

You accept and agree that:

- (a) All warranties, conditions or other terms that may be implied into these terms of use whether by law, statute or otherwise are excluded. We give no condition, warranty or other term whatsoever, either express or implied including, without limitation, any condition, warranty or other term as to the condition of the Website, the Services, the Content, or as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of Intellectual Property Rights, or use of reasonable care and skill.
- (b) We shall not be liable in contract, tort or otherwise for any loss or damage, howsoever arising in connection with these Terms or Use or use of the Service or the Website, or any part thereof. We shall not be liable for any indirect, special, or consequential damages, whether such damages or losses are known, foreseen, foreseeable or unforeseen (including, without limitation, loss of profit, business, revenue, capital, anticipated savings and/or goodwill).
- (c) Nothing in this Agreement shall limit Our liability for negligently caused death or personal injury or fraud.

## 10. Breach

You agree that any breach of these terms of use may cause Us substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, We shall have the right to seek specific performance and other injunctive and equitable relief to the extent legally available. In the event that You use the Services and/or i3CONNECT Software for commercial or any other purposes in breach of these terms of use You agree that We shall be entitled to any proceeds You have obtained from such activity, without prejudice to other rights or remedies We may have against You.

## 11. Termination

11.1 Termination by i3CONNECT may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by i3CONNECT in its sole discretion and i3CONNECT will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, i3CONNECT may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by i3CONNECT in its sole discretion and i3CONNECT will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service.

11.2 You may terminate these terms of use forthwith on giving notice to Us in writing that You no longer wish to use the Services, effective as of You effectively ceasing to use the Services and the Website. If you wish to stop using i3CONNECT Software contact i3CONNECT Support at <https://support.i3-connect.com>. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

11.3 Save as expressly provided in this Clause 11 or elsewhere in these terms of use may not be terminated.

11.4 Forthwith upon termination of this terms of use, You shall cease all use of the Website and Services and all Content, and destroy all Content relating to the Services or the Website provided by Us to You by erasing it from the magnetic or other media on which they are stored and certify in writing to Us that it has been destroyed.

11.5 Any termination of these terms of use (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in these terms of use which is expressly or by implication intended to come into or continue in force on or after such termination.

Upon termination of your Account, you will lose all access to the Service and any portions thereof, including, but not limited to, your Account, Plugins, and Content. In addition, after a period of time, i3CONNECT will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements

## 12. Assignment

Neither these terms of use nor any rights, licenses or obligations under it, may be assigned by You. We may assign these terms of use or any rights, licenses or obligations under it in Our sole discretion.

## 13. Entire Agreement

These terms of use supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the Parties relating to the subject matter of these terms of use. However, the obligations of the Parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The Parties confirm that they have not entered into these terms of use on the basis of any representation that is not expressly incorporated into these terms of use.

## 14. Force Majeure

14.1 Neither Party shall have any liability under or be deemed to be in breach of these terms of use for any delays or failures in performance of these terms of use which result from circumstances beyond the reasonable control of that Party. If such circumstances continue for a continuous period of more than 2 weeks, either Party may terminate these terms of use by written notice to the other party.

14.2 Any costs arising from such delay shall be borne by the Party incurring the same.

## 15. Notices

Any notice to be given under these terms of use shall be via the email address You give to Us upon such other working email address for You as You may notify to Us. Any notice given by You to Us shall be via <https://i3-connect.com/contact> or such other email address of which We notify You from time to time.

## 16. Severance

If any provision of these terms of use is prohibited by mandatory law or judged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms of use and rendered ineffective as far as possible without modifying the remaining provisions of these terms of use, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms of use.

## 17. Waiver

No delay, neglect or forbearance on Our part in enforcing against You any term or condition of these terms of use shall either be or be deemed to be a waiver or in any way prejudice any right of Us under these terms of use. No right, power or remedy in these terms of use conferred upon or reserved for Us is exclusive of any other right, power or remedy available to Us.



## 18. Third Parties

You shall not confer any rights on third parties by virtue of these terms of use.

## 19. Applicable Law and Jurisdiction

These terms of use and all matters arising from it and any dispute resolution process referred to below shall be governed by and construed according to the laws of Belgium and all disputes in relation thereto shall be subject to the exclusive jurisdiction of the Courts of Leuven.

## 20. Privacy Statement

Concerning personal Data. You agree that We process certain personal data conform the terms and conditions of our processor agreement, attached to these terms of use.

## 21. Fees

21.1 Payment & Billing The Service accepts credit cards and certain payment accounts (where available) for payment, and will automatically charge the payment method associated with your i3CONNECT Software account. i3 may obtain preapproval for an amount up to the amount of the transaction. Fees are billed annually, in advance of provision of the service. Billing occurs at the time of or shortly after your transaction. You agree that you will pay for the upgrades you purchase through the Service, and that i3CONNECT may charge your credit card or payment account for any upgrades purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account, and that i3CONNECT may continue to charge your credit card or payment account for all fees or charges associated with your subscription on an annual basis until you change or cancel the subscription. This means that unless you change or cancel your subscription prior to the next annual billing date, we will charge your credit card or payment account the then-current fees on that next annual billing date. About thirty (30) days prior to your annual billing date, we will notify you by email to the email address associated with your i3CONNECT Software account that your Account is about to be billed and to remind you that your credit card or payment account will be billed the indicated fees on the annual billing date. The applicable fee for an upgraded plan will take effect immediately; downgrades to your plan will take effect on the next annual billing date. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING i3CONNECT WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card or payment account you designate during the registration process. If i3CONNECT is unable to successfully charge your credit card or payment account for fees due, i3CONNECT reserves the right to revoke or restrict access to your stored Content, delete your stored Content, or terminate your Account. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you must change your information online in the Account Information section of i3CONNECT Software; this may temporarily disrupt your access to the Services while i3CONNECT verifies your new payment information. Your total price will include the price of the upgrade plus any applicable credit card fees and any sales, use, goods and services (GST), value added (VAT), or other similar tax, under applicable law and based on the tax

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rate in effect at the time you purchase the upgrade. We will charge tax when required to do so under the tax rules applicable to the Service.

21.2 Account Information and Billing Inquiries You may consult your Account management page for details on your Account information including payment method and billing currency. i3CONNECT will send an electronic invoice to the email address associated with your i3CONNECT Software account whenever any Service fees are charged to your Account. If you believe you have been billed in error for the Service please try and notify us within 45 days of the billing date by contacting Support at <https://support.i3-connect.com>.

21.3 Cancellations and Refunds All fees and charges paid by you in relation to the Service are nonrefundable, except as required by law or as otherwise stated herein. You may contact i3CONNECT for a full refund within 15 days of an initial upgrade purchase or within 30 days of subsequent yearly payment. To request a refund as described herein go to <https://support.i3-connect.com>. Applicable local law may vary this policy. Please contact i3CONNECT Support for details. You can cancel your subscription by downgrading your plan to the free plan in your i3CONNECT Software Account. Your paid subscription will be cancelled on your next annual billing date. Partial refunds are available where required by law.

21.4 Changes in Price i3CONNECT may at any time, upon notice required by applicable law, change the price of the storage upgrades or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription billing year will apply to subsequent subscription billing years and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel and stop using the plan upgrade.

*Last updated: 25 February, 2026*

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**Attachment 1.**

# **DATA-PROCESSING AGREEMENT**

By completing the user registration form (creating a user account) or accessing i3CONNECT software website's free service (i3LEARNHUB 'Basic' plan, i3CONNECT Cortex 'Basic' plan) or one of the paid services (i3LEARNHUB 'Individual' and 'Team' plan, i3CONNECT Cortex 'Plus' and 'Pro' plan) you agree to be bound by the following terms of data processing. Please ensure that you read them before using i3CONNECT Software. They are a legal agreement between i3-TECHNOLOGIES NV, Kleine Schaluinweg 7, 3290 Diest, Belgium ("Processor") and You (or any other party authorised by You to use the Service on the Website in accordance with these EULA or as otherwise permitted by Us from time to time) ("Controller"). Together in these EULA we are known as "the Parties".

**WHEREAS:**

- (A) The Parties have concluded or shall conclude the Basic Agreement (as defined below).
- (B) Within the framework of the Basic Agreement, the Processor will process Personal Data (as defined below) in the name and on behalf of the Controller.
- (C) The GDPR requires the Controller and the Processor to enter into a data processor agreement with each other.
- (D) Therefore, the Parties enter into this Data Processor Agreement.

**THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## **Definitions**

<b>BADP</b>	means the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and any other regulations in the execution of the GDPR;
<b>Annex</b>	means an appendix to the Data Processor Agreement;
<b>Basic Agreement</b>	means the agreement referred to in <b><u>Annex 1</u></b> ;
<b>Data Processor Agreement</b>	means this agreement, including (any) Annexes and modifications;
<b>Data Subject(s)</b>	means the identifiable or identified natural person(s) whose Personal Data is or are processed;
<b>EEA</b>	European Economic Area ( <i>i.e.</i> the European Union, Liechtenstein, Iceland and Norway)

<b>BECA</b>	means the Belgian Act of 13 June 2005 on electronic communications;
<b>General Data Protection Regulation or GDPR</b>	means 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;
International Organisation	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.
<b>Personal Data</b>	means any information which the Processor processes in the name and on behalf of the Controller within the framework of the Basic Agreement and which can directly or indirectly identify the Data Subject;
<b>Personal Data Breach</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
<b>Subprocessor</b>	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Processor;
<b>Third Party</b>	means a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorised to process Personal Data, including, but not limited to, Subprocessors.

## Object

The Parties will, each in their respective capacity, process the Personal Data in accordance with the BADP, the BECA and the GDPR and any other applicable regulation to which the Controller and/or the Processor are subject.

The Processor acknowledges being subject to the Processor-oriented rights and obligations under the BADP and the GDPR. The Processor acknowledges that the Controller is subject to the Controller-oriented rights and obligations under the BADP and the GDPR.

The Processor shall exclusively and always process the Personal Data in the name and on behalf of the Controller, in compliance with the modalities established in **Annex 1**.

The Processor has no control on the purpose of the processing of Personal Data, nor may it independently take decisions concerning the use, storage or disclosure of the Personal Data, unless and to the extent it has been expressly agreed upon in the Data Processor Agreement.

The Processor undertakes to implement and comply with the appropriate technical and organisational security measures necessary to protect the personal data in case of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or non-authorised access to Personal Data. When determining the appropriate technical and organisational security measures, the Processor shall take into account: (i) the state of the art, (ii) the implementation costs related to these measures, (iii) the nature, scope, context and purposes of processing, (iv) the risks involved for the Data Subjects' rights and freedoms, in particular in case of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or non-authorised access to Personal Data transmitted, stored or otherwise processed, and (v) the probability that the processing shall have an impact on the rights and freedoms of the Data Subjects.

The Processor will, when requested by the Controller, communicate to the Controller all the information required concerning the processing of Personal Data and shall transfer to the Controller any Data Subject's request or question in connection with the (processing of) Personal data.

The Processor can grant its employees access to the Personal Data to the extent the employees need such access to the Personal Data in order to allow a proper performance of the Processor's obligations under the Basic Agreement and under the Data Processor Agreement. The Processor will inform the concerned employees in writing about the Personal Data's confidential character along with the legal and contractual framework of the protection of personal data, and shall impose a contractual confidentiality obligation upon the concerned employees.

The Controller hereby gives general permission to the Processor to transfer Personal Data to Subprocessors. The Processor will inform the Controller about the Subprocessors.

In the event the Processor grants Subprocessors access to the Personal Data, it undertakes that such Subprocessors will be subject to contractual obligations at least equivalent to the ones to which the Processor is itself subject vis-à-vis the Controller under this Data Processor Agreement.

The Controller hereby gives general permission to the Processor to transfer Personal Data to Third Parties established outside the EEA provided that the rules for such transfer (articles 44-50 GDPR) are complied with.

The Processor can transfer Personal Data to a country outside the EEA if that transfer is necessary to comply with a binding EU or Belgian rule of law. In such case, the Processor informs the Controller prior and in writing of the legal provision following which the Processor is obliged to transfer the Personal Data, unless the applicable legislation prohibits this notification for important reasons of public interest.

## Liability

The Processor's liability is restricted in conformity with the provisions of the Basic Agreement.

## Obligation to assist

The Processor commits to assist the Controller in ensuring compliance with its legal obligations under the GDPR concerning security of the processing, the notification of a Personal Data breach to the supervisory authority and the Data Subject, the drafting of a data protection impact assessment (if applicable), and prior consultation.

The Controller has a right to audit in order to verify the compliance of the Processor with its obligations under the Data Processor Agreement. The Controller can conduct such audit once a year. The audit can be performed by the Controller or another auditor mandated by the Controller.

The Controller will inform the Processor at least 15 working days in advance about the working day during which the audit will occur.

If the Processor, in its opinion, would receive during the audit an instruction, from the Controller or from another auditor mandated by the Controller, that infringes the GDPR, BADP or other Union or Member State data protection provisions, the Processor shall immediately inform the Controller hereof.

## Duration and termination

The Data Processor Agreement shall remain in force for the duration of the Basic Agreement. If the Basic Agreement terminates, the Data Processor Agreement shall terminate automatically.

Upon termination of the Data Processor Agreement, all Personal Data and any physical or electronic copies thereof must be provided to the Controller, or the Processor must, at the Controller's discretion, destroy all Personal Data, unless the storage of the Personal Data is required on the basis of a rule under EU law or Belgian law.

## Applicable law and competent court

This Data Processor Agreement shall be exclusively governed by Belgian law.

All disputes arising from this Data Processor Agreement shall be settled by the courts of the place of the registered office of the Processor.

## Miscellaneous

The Data Processor Agreement is severable. If one or more provisions that do not affect the essence of the Data Processor Agreement are declared fully or partially invalid, void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The Data Processor Agreement will remain in force between the Parties, as if the invalid, void or unenforceable provision never existed.

In the aforementioned case, the Parties undertake to renegotiate in good faith the Data Processor Agreement in order to modify or replace the (fully or partially) void, invalid or unenforceable provision by a provision that most closely matches the purpose of the invalid, void or unenforceable provision.

The modifications of and supplements to the Data Processor Agreement are valid only if they are expressly agreed in writing between the Parties.

All general or specific terms and conditions or other documents originating from the Processor are hereby excluded. If a provision of the Basic Agreement is incompatible with, or contradictory to a provision of the Data Processor Agreement, the Data Processor Agreement will prevail.

If the Personal Data or the relationship between the Parties is subject to new (European) legislation or case law, the Parties agree to renegotiate in good faith the Data Processor Agreement, and to bring the Data Processor Agreement in line with the new (European) legislation or case law.

Compliance by the Processor with its obligations under the Data Processor Agreement is done against a fee based on the Processor's hourly rates applicable at that moment.

If the Processor is subject to a code of conduct or is certified with regard to the processing of Personal Data, it undertakes to comply with and to maintain this code of conduct or certification for the duration of the Data Processor Agreement.

Any communication about, adaptation or notification in connection with this Data Processor Agreement must be reported via the contact persons indicated in **Annex 2**.

**Annexes:**

1. Overview of the Basic Agreement and the processing operations.
2. Contact persons.

**Annex 1: Overview of the Basic Agreement and the processing operations**

A. Name and date of the Basic Agreement	EULA
B. Subject matter of the Basic Agreement	Use of i3CONNECT Software conform the EULA
C. Duration of the processing	same duration as the EULA.
D. Nature and purposes of the processing	the Processor acts as the licensor of i3CONNECT Software and provides the web services, all content, associated software, and other services related thereto provided to You by Us.
E. Type of Personal Data that are processed	name, address, e-mail address, cookies, telephone,
F. Categories of Data Subjects	visitors and end users
G. Location(s) of the processing of Personal Data	AWS Ireland, <a href="https://aws.amazon.com/">https://aws.amazon.com/</a>
H. Third countries or International Organisations to which Personal Data are transferred with indication of adequacy decision or other grounds for transfer	Personal Data will not be transferred to third countries.

## Annex 2: Contact persons

Each Party is responsible for keeping this information up to date.

Contact person for the Processor

<b>Legal service</b>	
<b>Function</b>	General Counsel
<b>e-mail address</b>	Privacy@group-i3.com
<b>Physical address</b>	I3-Group Holding, Kleine Schaluinweg 7, 3290 Diest, Belgium

*Last updated: 25 February, 2026*