

# General Terms and Conditions of Use WinTimePro

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## Generalities

This site is the property of NOTEC MAINTENANCE SPRL, registered under the company number/VAT BE0537.548.759, whose registered office is located at Rue des Colombophiles 133, 1070 Anderlecht, Belgium.

These General Terms and Conditions of use (TOU) are intended to govern the use of the WinTimePro website. By registering with WinTimePro in the manner described below, you agree to be bound by these terms and conditions, which shall take precedence over any other document, including the general terms and conditions of purchase and any other information contained on our site.

WinTimePro reserves the right to update and modify the TOU at any time. New features that may be added to WinTimePro are subject to these TOU. Continued use of WinTimePro after changes have been made shall constitute acceptance of such changes. Any changes to the TOU will be specifically mentioned within WinTimePro.

These TOU shall apply immediately to all contracts concluded between WinTimePro and his customers, including those already in force.

## Suggested product

WinTimPro is a service, accessible only online via the Web, allowing self-employed and companies to manage their invoicing and their customers.

WinTimePro does not replace any of the services of the customer's company. Any advice given by WinTimePro is only about the use of the software and in no case about the organization or management of the customers or the company's services.

By using WinTimePro software, the customer is aware that WinTimePro may not meet the specific needs of their business or enterprise.

## Knowledge of the Internet and the Web

The customer declares to have taken knowledge of the characteristics below :

- Data transmissions on the Internet are only relatively reliable, circulating on heterogeneous networks with different characteristics and technical capacities. WinTimePro can't guarantee the proper functioning of the Internet.
- Misappropriations are never impossible.
- It is the customer's responsibility to protect his own data stored on his servers from contamination by viruses.
- WinTimePro can't be used to transmit viruses, or any other malicious content.

- As a consequence of the above, the customer waives the liability of WinTimePro for one or more of the above mentioned facts.

The customer is liable for any direct or indirect, material or immaterial damage caused by himself (or his attendants). WinTimePro is not liable for illegal use. In the above cases, the customer undertakes to compensate WinTimePro in the event of an order against the latter to pay damages (including court costs, lawyer's fees, solicitor's fees, etc.). In addition, the customer undertakes to reimburse WinTimePro for the costs incurred in repairing the damage caused by it.

## **Duration of the contract**

The contract takes effect on the day of registration by the client. It is subscribed for the duration chosen by the customer.

In the event that a customer closes an account, no refunds will be given for partially used months or for unused months.

The sales offers presented on the WinTimePro website governed by these TOU are valid for any product or service as long as it remains online. WinTimePro reserves the right to stop selling the software. The customer will be notified by any means and will continue to have access to the software for the duration of the subscription to which it has subscribed or will have at least one month's notice before access to the software is permanently discontinued. The customer will have to take, within this period, all the provisions of safeguard of its data. The cessation of the marketing of WinTimePro shall not give rise to any compensation or reparation whatsoever on the part of WinTimePro to the customer.

WinTimePro may modify the Software without prior notice in order to make such improvements and modifications as it deems useful or necessary. The Customer shall not be entitled to claim any compensation from WinTimePro for the modification of the Software.

## **Termination of contract**

### *Termination by the customer*

The customer may terminate the contract at any time and for any reason.

### *Termination by WinTimePro*

Without prejudice to any other rights or remedies WinTimePro may have against Customer, WinTimePro may terminate the Agreement at any time and without legal intervention in the event of exceptional circumstances that make it impossible to continue any professional cooperation between WinTimePro and Customer.

## **Creation of an account**

Requirements for creating an account on WinTimePro :

- be at least 18 years of age
- Provide your full name, company name, valid e-mail address, and any other information required to complete the registration
- be responsible for maintaining the security and confidentiality of your account

The customer is responsible for the management of its users and the rights they are granted on their WinTimePro account.

## **Prices**

The Basic Package of WinTimePro is offered at a fixed monthly or annual price as mentioned on the website.

The prices are expressed in Euros and include all taxes.

In no case does WinTimePro guarantee that it will maintain its prices for a certain period of time, which is dependent on the market structure, and that it will maintain the same prices in all countries where it operates. Insofar as the prices are based on the prevailing wage costs, costs of components/parts, social security contributions and taxes, insurance premiums, costs of materials, exchange rates and/or other costs, WinTimePro shall be entitled, in the event of an increase in one or more of these factors, to increase its prices accordingly in accordance with what is legally permissible.

In case of a price increase, WinTimePro agrees to notify its existing customers through WinTimePro communications at least one month prior to the implementation of the new prices.

Customer is not permitted to add additional services and/or user accounts to an existing package.

## **Payment**

By ordering the software, the customer expressly agrees to electronic credit card billing by WinTimePro.

WinTimePro will invoice its customers on a monthly or annual basis, depending on the customer's preference, but always before the start of the contract term.

Invoices will be sent electronically in the customer's account settings when ordering the software and deducted immediately from the credit card. Customer agrees to inform WinTimePro as soon as possible of any changes in this regard.

WinTimePro uses the services of professional and specialized external partners to process its payments, who operate a payment platform. Online payments are made using secure protocols. All online payments are subject to the terms and conditions of the external payment platform administrator, who is fully responsible for the correct processing of all online payments. Les données financières du client saisies dans le cadre d'un paiement en ligne sont échangées uniquement entre le partenaire externe et les institutions

financières concernées. WinTimePro n'a pas accès aux données financières confidentielles du client.

Invoices can only be legally disputed by the customer by e-mail within 7 calendar days of the invoice date, stating the invoice date, invoice number and detailed reasons. Such a dispute does not relieve the customer of his obligation to pay.

The unconditional payment by the customer of the invoice amount is considered as an explicit acceptance of the invoice.

Partial payments made by the customer are not accepted.

If the customer terminates the contract (for whatever reason), the sums already paid to WinTimePro (irrespective of whether the advance payment is for a period of one month or one year) will be retained by WinTimePro and will not be refunded.

## **Suspension of access**

WinTimePro reserves the right in the event of non-payment by the customer of any of its invoices, or in the event of non-compliance with any of the clauses contained in these TOU, to suspend access to WinTimePro, immediately and without notice, until full payment of the sums due or until the provisions of these TOU are met.

Violation of all or part of these TOU may result, immediately and without notice, temporarily or permanently, in the deactivation of your WinTimePro account and this without prejudice to WinTimePro's other rights, including claiming damages for the harm suffered.

## **Technical Services**

In case the customer needs assistance or has a request concerning the software, the customer is invited to consult the WinTimePro support tutorials;  
<https://support.wintimepro.com>

If the information provided on the WinTimePro support page does not provide the required support, only customers with the ELITE package can contact WinTimePro's telephone technical support, and customers with the BUSINESS and ENTERPRISE packages only receive technical support by e-mail, and no technical support for the FREE package.

WinTimePro's technical service will make every effort to help the customer as soon as possible following the request for technical assistance depending on the package chosen.

The customer will bear the costs resulting from unjustified complaints and/or inquiries.

## **Regular maintenance and updates**

WinTimePro wishes to maintain the high quality of the Software by performing regular updates and maintenance activities. WinTimePro is committed to minimizing the impact of such maintenance and update activities on the availability of the software, but does

not exclude any unavailability in this respect. In any case, WinTimePro will make every effort to inform the customer as soon as possible, unless this is impossible or unnecessary.

The foregoing gives no reason to be compensated by WinTimePro.

## **Newsletter WinTimePro**

Customer may subscribe to and unsubscribe from the WinTimePro Newsletter at any time. The customer cannot hold WinTimePro responsible for changes of any kind that the customer may have been informed of through the Newsletter, if the customer did not subscribe or chose to unsubscribe.

## **Obligations of WinTimePro**

WinTimePro is committed to doing everything possible to provide its customers with quality service.

Interruptions of service are not impossible, in case of breakdown or any failure of the data host, OVHcloud. WinTimePro will do everything in its power to solve the problem as soon as possible.

WinTimePro shall never be liable for any damage caused to the customer or a third party by the use of the software or any service offered by WinTimePro.

WinTimePro shall not be liable for any theft of information, whether physical (theft of documents) or electronic, and the consequences thereof for the Customer. The customer acknowledges that it is aware of this potential latent risk and retains the right not to communicate to WinTimePro any information that it considers too vulnerable or too strategic.

Any claim of the customer against WinTimePro must be made by e-mail within 48 hours of the event, this e-mail must be confirmed by registered letter, sent within 48 hours of the e-mail mentioned above.

## **Applicable law**

This contract is subject to Belgian law. The contracts between WinTimePro and its customers are drawn up in the French language, which is the only authentic language of the agreements made. Any contract or TOU written in another language will only be considered as a translation for commercial and information purposes. In case of discrepancy between the French text and the translated text, only the French text shall be binding.

In the absence of an amicable agreement, as well as for any possible precautionary measures, any litigation respecting arising from the execution or interpretation of this agreement will be submitted to the exclusive jurisdiction of the courts where WinTimePro has its registered office, Brussels (Belgium).



