



Platform Usage Policy

Welcome to the DIGIT 89 platform, which connects suppliers and their professional clients through an innovative financing solution.

By accessing and/or using this platform (hereinafter "the Platform"), users agree to comply with and be bound by the usage policy terms listed below, as well as any other conditions and regulations that may appear on the platform and/or in separate documents. Using the Platform, and more specifically, the prior and mandatory registration as an eligible supplier or debtor for DIGIT 89's financing services, confirms, if necessary, the recognition and acceptance of these terms. If these conditions are not accepted, the use of the Platform or any of its associated services is not permitted.

1. Access to the Platform

Access to the homepage of the Platform and some of its content is free. However, most pages and features of the Platform are reserved for individuals who have pre-registered as debtors or suppliers according to applicable eligibility criteria.

Personalized and secure access to the Platform is through a username and password chosen by the concerned user. Additional identification procedures may be required for access to certain services.

On their account, each user who has completed the identification process can consult at any time a personalized dashboard with a complete overview of the receivables addressed to the concerned debtors and approved, or, if provided to DIGIT 89, receivables not yet approved, including at least the amount, due date, and status of these receivables in the debtor's accounting, as well as the latest version of the contractual documents, including these terms of use.

DIGIT 89 reserves the right to unilaterally modify the presentation of the personalized dashboard and the information displayed therein. Each user commits to cooperating in good faith with the addition of new management features.

2. Preliminary Identification and Registration

Before their first account access, each user is invited to provide DIGIT 89 with all the identification information required by applicable legislation (notably anti-money laundering and beneficial ownership). The user acknowledges that this is a condition for accessing their account and agrees to keep this information up-to-date with DIGIT 89. They may be asked to confirm the accuracy and completeness of the information provided before any account access. DIGIT 89 reserves the right to request any additional information required by applicable legislation or by the third-party financier (i.e., the financial institution to which the financed receivables are assigned by DIGIT 89), or by the financier's credit insurer, and the user commits to providing this promptly. It is also the responsibility of each concerned debtor or supplier to immediately notify DIGIT 89 in the event of any change to the user(s) with access to their account (for example, if the concerned user leaves the company or changes roles) and to take all corresponding steps.



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Failure to meet their identification obligations properly, fully, and timely allows DIGIT 89 to immediately suspend the user's account access and any or all provided services, without prejudice to common law consequences and penalties and those stipulated in the contractual documents.

3. Security and Preservation of Access Codes

Each user commits to preserving the confidentiality of their account access codes at all times and will immediately notify DIGIT 89 of any breach in the security of their access as soon as they become aware of it.

Each user expressly releases DIGIT 89 from any liability for incidents arising from a breach of their obligations and indemnifies DIGIT 89 against any third-party actions resulting from such a breach.

4. Prohibition of Compromising the Platform's Integrity

It is strictly forbidden to compromise the integrity of the Platform, for example, by disrupting its functionality or reproducing any part of its content without prior written authorization from DIGIT 89. Furthermore, using the Platform requires adherence to several rules, including but not limited to prohibiting the following:

- a. Using the Platform if the corresponding account has been suspended for any reason;
- b. Posting content on the Platform that is inaccurate or misleading;
- c. Damaging the reputation of the Platform or DIGIT 89 in any way;
- d. Undermining the rating systems established by DIGIT 89;
- e. Allowing another person to use an individual's personal access codes;
- f. Violating any applicable law, regulation, third-party rights, or any of our regulations;
- g. Altering or modifying the structure and content published on the Platform, particularly with respect to the intellectual property rights of DIGIT 89 and third parties;
- h. Downloading or reusing substantial parts of the Platform or systematically or regularly downloading or reusing less substantial parts of the Platform;
- i. Using personal data accessed via the Platform to send unsolicited emails ("spamming") or engage in any unlawful processing;
- j. Distributing viruses or any other technology that may harm the Platform's proper functioning and the interests of other Platform users.

5. Infringement of Platform Usage Terms

DIGIT 89 strives to ensure the smooth functioning of the Platform and related services, aiming to maintain it as a user-friendly and safe platform. DIGIT 89 also relies on user support by inviting them to report any issues that violate applicable legal provisions or Platform usage terms.

Generally and without limitation, if DIGIT 89 considers that users are violating the Platform usage terms, DIGIT 89 reserves the right to restrict, suspend, and/or terminate its services to them.

6. Limitation of Liability

Although DIGIT 89 strives to ensure the quality of the information provided on the Platform, it offers no guarantees regarding the accuracy, completeness, usefulness, or timeliness of such information, except in cases of fraud or gross negligence and except when the information is prescribed by a legal or regulatory obligation imposed on DIGIT 89.

Additionally, despite all efforts by DIGIT 89 to ensure the Platform functions as smoothly and continuously as possible, DIGIT 89 cannot guarantee access, content, availability, or functionality and cannot be held liable for any actions or inactions by other users, interruptions in availability, or malfunctions, particularly with regard to security, regardless of the cause. This may result from numerous factors beyond DIGIT 89's control.

Moreover, DIGIT 89 cannot be held liable for illegal content on websites to which hyperlinks are made from the Platform, nor for hyperlinks that themselves redirect to other websites. The presence of a hyperlink to third-party websites on the Platform does not imply any approval or guarantee of quality from DIGIT 89.

At any time and for any reason, whether technical or otherwise, DIGIT 89 may suspend the availability of the Platform temporarily or permanently. DIGIT 89 will nevertheless strive to notify users in advance wherever possible.

In the event of a dispute related to Platform usage (such as evidence of electronic transactions or the conclusion of applicable contracts), users accept and acknowledge that DIGIT 89's technical data will have superior probative value.

Similarly, DIGIT 89 cannot be held liable for indirect damages, such as, but not limited to, loss of profits, revenue, opportunities, luck, time, earnings, or data, for any reason, even if DIGIT 89 has been advised of the possibility of such damages occurring.

In any case, DIGIT 89's liability to a registered Platform user is limited to (i) the amount of service fees invoiced to them in the last 12 months if they are a creditor, and (ii) the amount of service fees invoiced in the last 12 months to the sole creditor(s) justifying the liability of DIGIT 89 if they are a debtor. DIGIT 89's liability to any other person is limited to the higher of (a) the total amounts paid to DIGIT 89 by that person in the 6 months preceding the claim or (b) €15,000.



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Finally, users agree to defend and hold harmless DIGIT 89 and its agents, employees, and representatives against any claims or demands, including reasonable attorney fees, made by a third party due to or arising from a violation of the Platform usage terms or any incorporated document by reference, or a violation of any law or third-party rights.

7. Intellectual Property

All content on the Platform, including but not limited to graphics, logos, buttons, images, HTML code, databases, and icons, is the intellectual property of DIGIT 89 and/or third parties and is protected by copyright and database rights. The structure of the Platform (layout, organization of data and tabs) is also the intellectual property of DIGIT 89.

8. General Provisions

- 8.1.** If one or more provisions of these usage terms or the documents incorporated by reference are deemed illegal or unenforceable by judicial or administrative decision, the other provisions will not be affected, and the provision(s) concerned will, as far as possible, be replaced by one or more provisions of equivalent effect.
- 8.2.** The absence of action by DIGIT 89 in response to a violation of the Platform usage terms does not imply a waiver of the right to act in the event of a future violation.
- 8.3.** These usage terms and documents incorporated by reference are subject to change from time to time, and unless otherwise specified, the new provisions will take immediate effect upon publication on the Platform.
- 8.4.** Each party acts in its own name and on its own behalf. The parties are independent, and there is no intention to create any relationship of subordination, agency, or any similar nature between registered (or unregistered) users and DIGIT 89.
- 8.5.** Users acknowledge and accept that the rights and obligations contained in these usage terms and all incorporated documents may be freely and automatically transferred by DIGIT 89 to a third party in the event of a merger, sale, acquisition, or any similar event.
- 8.6.** The activities of the Platform are managed by DIGIT 89, with its registered office at Square des Martyrs 1, 6000 Charleroi, and registered with the Crossroads Bank for Enterprises under number 0775.289.227.
- 8.7.** Unless expressly stated otherwise, any notification to DIGIT 89 must be sent by email to compliance@digit89.com or by post to its registered office. Any notification from DIGIT 89 to a user will be sent by email to the address provided to DIGIT 89 during registration and will be deemed received within 24 hours of sending. DIGIT 89 may also send a notification by registered mail to the address provided during registration, and this notification will be deemed received within three (3) days after the registered mail is sent.

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- 8.8.** This Platform, its operation, and its use are governed solely by Belgian law, excluding conflict-of-law rules. The French-speaking courts of Brussels have exclusive jurisdiction for any disputes related to access to and/or use of this Platform. Except for the recovery of unpaid amounts owed to DIGIT 89, before initiating legal proceedings, the parties will first seek an amicable solution, such as mediation.

*Last updated: **May 2022***