

## INTROW PARTNER TERMS AND CONDITIONS

*These Introw BV Partner Terms and Conditions (referred to as the "**Partner Terms**") inform partners (each a "**Partner**") of the terms and conditions under which the Partner and its respective authorised users (each a "**User**") may access and use the computer or mobile application or other platform developed by Introw in its current or future executable code form (collectively referred to as the "**Platform**") and through which Introw provides its services (collectively referred to as the "**Services**").*

*The Partner Terms should be read together with our Privacy Statement in which it is explained which personal data Introw collects from and about the Partner and Users or other persons through the use of the Services. The Partner Terms and the Privacy Statement, both including all documents referred to therein, form a binding agreement between the Partner (and its Users) and Introw, and are collectively referred to as the "**Terms**".*

### 1 Who are we and how can you contact us?

**1.1** The Platform is operated by Introw BV with address at Dok-Noord 4E, PO Box 102, 9000 Ghent, Belgium and with company / VAT number (BE)0798.161.431 (referred to as "**Introw**", "**we**", "**us**", "**our**" or any similar expression).

**1.2** The Partner or User can contact Introw by e-mail at [hello@introw.io](mailto:hello@introw.io) or via the account manager. For questions specifically about privacy, the Partner or User can also mail Introw at [privacy@introw.io](mailto:privacy@introw.io).

### 2 Applicability of the Terms

**2.1** The Partner and User should read the Terms carefully and ensure to understand them before using the Platform and our Services. The Terms contain important clauses. In the event that the Partner or User does not understand or agree with the Terms, he or she should refrain from further accessing or using our Platform and/or Services and contact us at the above contact details.

**2.2** By using the Platform and/or the Services, the Partner and User confirms to have read, understood and accepted the Terms. On some occasions, the Partner / User will also be asked to explicitly accept the Terms. In doing so, the Partner and/or User expressly agrees that checking a box counts as an informed, specific, free and full consent such as a signature to agree to the contractual documents.

**2.3** When an individual accepts the Terms on behalf of a legal entity, that individual acknowledges to have all legal competence to do so and that person specifically guarantees and warrants that it has acquired all necessary consents and approvals to bind that legal entity. Such person can be held responsible for any non-compliance with this obligation.

**2.4** It is possible to print out a copy of the Terms to keep in a personal file, but it is also possible to view the Terms online at all times.

### 3 Services offered on the Platform

**3.1** The Platform enables the Partner to connect with customers of Introw (each a "**Customer**") and to participate in referral, reseller, affiliate, co-selling or other partnership programs offered by such Customers through the Platform (each a "**Partner Program**"). Through Partner Programs, the Partner may be eligible to receive commissions, rewards, payments or other amounts from a Customer (each a "**Commission**"). The Platform and Services are further described on our website [www.introw.com](http://www.introw.com).

**3.2** The Services are offered on a cloud (“software as a service”) basis. The Partner acknowledges to be aware of the inherent features of a cloud-based product and accepts the same.

**3.3** The terms governing a Partner’s participation in a Partner Program, including eligibility criteria, attribution rules, Commission structures and other commercial conditions, are determined by the relevant Customer and may be subject to separate terms or agreements between the Customer and the Partner (“**Partner Program Terms**”). Introw is not a party to the Partner Program Terms and does not assume any obligation or liability thereunder.

## **4 Contract**

**4.1** The Terms together with any other written document entered into between Introw and the Partner is referred to as the “**Contract**”.

**4.2** The Contract is binding upon the Partner. The Partner explicitly accepts that it is responsible for compliance by all of its Users with each and every provision of the Contract. Any non-compliance by a User within the Partner’s organisation with the Contract (including the Terms), shall entitle Introw to introduce a claim directly against the Partner.

**4.3** In the context of partner management, Introw will archive the Contract it has with the Partner. However, it is strongly recommended for each Partner to keep a copy of the Contract internally.

**4.4** During the process of subscribing to our Platform and our Services, it is possible to correct any input errors made during the registration process.

**4.5** It is the Partner’s obligation, for which it accepts full responsibility, to ensure that all information provided during the registration process is true, complete and accurate. Any errors or changes must be notified to Introw as soon as possible, in which case Introw reserves the right to cancel the Contract.

## **5 Registration**

**5.1** The Platform may be used only for the internal business purposes of the Partner. Introw reserves the right to terminate the access of any Partner who tries to circumvent this provision.

**5.2** Prior to using the Platform, the User will be asked to register by providing certain details. This is necessary for Introw to create a user account and to allow the User to access the Platform. For each individual User, a user account must be created and this account may only be linked to one individual. If this requirement is circumvented in any way, Introw may terminate the Contract with the Partner.

**5.3** The user accounts of all Users of the Partner (or within the Partner’s organisation or under its Contract) shall fall under the responsibility of the Partner and the Partner hereby warrants and guarantees that all its Users shall comply with the terms hereof and the Partner shall fully indemnify, defend and hold Introw harmless for any and all damages, costs, expenses (including attorney’s fees), liabilities and other negative consequences (jointly referred to as “**Damages**”) resulting from any breach by a User of the Contract.

**5.4** During registration, the User shall be asked to provide certain information and to accept these Terms. The User hereby accepts to fully comply with all applicable terms, including (but without limitation) in relation to the use of the Platform, protection of intellectual property, processing of data, and other provisions applicable to the Users as set out herein. Introw may lawfully rely on the information provided by the User and the User warrants and guarantees that all information shall be complete, accurate and up to date.

## **6 User's license on the Platform**

**6.1** After registration in accordance with clause 5, the User will be able to access the Platform and make use of the Services. To this end Introw grants the Partner and its Users, subject at all times to their full compliance with all provisions of the Contract, a non-exclusive, non-transferable, non assignable, royalty-free and worldwide license to access and use the Platform and the Services for the duration of the Contract. The Users may only access and use the Platform for its internal business purposes, all subject to the terms and conditions of the Contract.

**6.2** The Partner is responsible for taking all technical and other measures to correctly access and use the Platform. The Partner shall comply with any user guidelines that may be issued from time to time by Introw.

**6.3** The Platform is offered in English, as is the communication with the Partner and its Users. The Partner warrants and guarantees that it and its Users have a sufficient understanding of English.

**6.4** In case the Partner or any of its Users would become aware of any unauthorized form of use of the Platform and/or the Services under the Contract with or via accounts of the Partner (and its Users), the Partner will promptly notify Introw via the designated account manager as to minimize the impact on the Platform, the Services and Introw.

**6.5** Considering the nature of Internet related services, the Partner acknowledges that it is not possible for Introw to guarantee that the Platform, the Services, or any of its functionalities, will be free from errors or defects at all times. If any such errors or defects would arise, the Partner agrees to notify Introw thereof as soon as possible and Introw shall then make all reasonable efforts to remove or resolve the error or defect as soon as reasonably possible.

## **7 Partner Programs**

**7.1** The Partner may participate in one or more Partner Programs made available by Customers through the Platform. The relevant Customer is solely responsible for establishing and administering its Partner Program and for determining whether, when and in what amount a Commission has been earned or is payable to the Partner.

**7.2** Any dispute concerning a Partner Program, including eligibility for, calculation, approval, rejection or amount of a Commission, as well as other contractual or other arrangements, conditions and provisions governing the relationship between the Customer and the Partner (and/or its Users) shall be resolved directly between the Partner and the relevant Customer. Introw shall have no obligation to determine or resolve such dispute.

**7.3** The termination or modification of a Partner Program or of the relationship between a Customer and the Partner is governed by the applicable Partner Program Terms. Introw has no obligation to confirm or acknowledge such termination or modification and shall not be liable for any outstanding obligation of the relevant Customer.

## **8 Commissions and payments**

**8.1** When the Customer (Vendor) has activated Introw's commission payment functionality ("**Introw Pay**"), Commissions approved by that Customer can be paid to the Partner through Introw Pay. Introw Pay is operated by Geamanu Enterprises Inc with a registered office at 1000 N. West Street, Suite 1501, City of Wilmington, New Castle County 19801, Delaware (US) (the "**Introw Pay Entity**"), which invoices the Customer and disburses the Commissions to the Partner. References in this article include the Introw Pay Entity.

**8.2** Introw has no obligation to pay or facilitate payment of any Commission and shall not be responsible for any Commission amount unless and until Introw or the applicable payment provider has received the corresponding funds from the responsible Customer. Introw acts solely as an intermediary that transmits funds to the Partner received from the Customer for the payment of Commission. Introw does not advance or pre-fund Commissions.

**8.3** Commission payments may be processed through one or more third-party payment service providers designated by Introw from time to time, currently Stripe and PayPal (each a "**Payment Provider**"). Payment processing services for Partners are subject to the [Stripe Recipient Service Agreement](#) and the PayPal Service Agreement. The Partner will be required to create or maintain an account with, accept the terms of, or provide information to a Payment Provider as a condition for receiving Commission payments. Introw is not a party to any agreement between the Partner and a Payment Provider and shall have no liability, responsibility or obligation under such agreement.

**8.4** To receive Commissions through Introw Pay, the Partner must complete a payout set up that includes business details, payment method and identity, business and bank account verification required by the Payment Provider ("**Verification**"). Introw will not collect any commissions from the Customer when the Verification is not completed. Completing and maintaining Verification is the sole responsibility of the Partner. Introw is not obliged to remind the Partner to complete Verification. Introw is not responsible for any decision of a Payment Provider to refuse, restrict or suspend the Partner's account.

**8.5** The Partner must provide and maintain complete, correct and up-to-date payment, banking, tax and other information reasonably required to process Commission payments. Introw shall not be responsible for any delay, failed payment or other consequence resulting from incorrect, incomplete or outdated information provided by the Partner.

**8.6** Introw initiates the payment to the Partner promptly after receipt of the corresponding funds from the Customer. The time needed for the funds to reach the Partner's account depends on the Payment Provider, the banks involved and the Partner's country and may need three (3) to seven (7) business days. This term is indicative only and Introw is not liable for any delay beyond its control.

**8.7** Commissions are paid in the currency of the Partner's payout account. Any currency conversion is made at the exchange rate applied by the Payment Provider. All currency conversion costs, transfer fees and other charges of the Payment Provider or the banks involved are borne by the Partner and deducted from the amount paid. Introw does not charge the Partner any fee for the use of Introw Pay.

**8.8** Where no payout method is available for the country in which the Partner is established, Commissions cannot be paid through Introw Pay. In this case, payment must be arranged directly between the Partner and the Customer.

**8.9** Introw may withhold, suspend, reverse or set off a Commission payment where reasonably necessary as a result of fraud or suspected fraud, an erroneous or duplicate payment, a legal or regulatory requirement, instructions from the relevant Customer in accordance with the applicable Partner Program, or amounts otherwise improperly paid to the Partner. The Partner shall repay any amount it received without entitlement within fourteen (14) days of Introw's request.

**8.10** Any disagreements over Commissions must be resolved directly with the relevant Customer without any involvement from Introw, provided that Introw has fulfilled its obligations under these Terms and remitted any corresponding amounts received from the Customer.

## **9 Taxes and regulatory information**

**9.1** The Partner is solely responsible for determining and complying with all tax obligations applicable to Commissions received by it, including any income tax, VAT, sales tax or similar taxes or charges.

**9.2** The Partner shall provide Introw, the relevant Customer and/or any Payment Provider with such tax forms, identification details and other information as may reasonably be required for payment processing, tax reporting, identity verification, know-your-customer, anti-money laundering, sanctions screening, fraud prevention or other applicable legal or regulatory requirements.

**9.3** Introw may withhold or suspend a payment or access to payment functionality where required by applicable law or where the Partner has failed to provide information reasonably required to process the payment lawfully.

**9.4** Introw does not add VAT to the Commissions payouts for the Partners and will generate withdrawal statements for the Partner. It is the Partners sole responsibility to file the withdrawal statements for their own tax registration.

## **10 How (not) to use the Platform**

**10.1** The Partner and its Users may only use the Platform and Services for lawful and authorised internal business purposes. They may not use the Platform (or allow or cause it be used):

**10.1.1** in violation of applicable laws and regulations;

**10.1.2** in an unlawful or fraudulent manner;

**10.1.3** with the aim of harming or attempting to harm other legal or natural persons and entities or our company in any way;

**10.1.4** to probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or to breach the security or authentication measures on the Platform;

**10.1.5** to take any action that would cause an unreasonable or disproportionate burden on the infrastructure of the Platform, Services or our systems or networks;

**10.1.6** to interfere with the proper functioning or functions of the Platform;

**10.1.7** to frame, distribute, resell, lease or otherwise put at the disposal the Platform to any third party other than as explicitly required for the execution of the Contract;

**10.1.8** for the purpose of knowingly transmitting data, sending or uploading material containing viruses, Trojan horses, worms, time-bombs, spyware, cancelbots, adware or other malicious programmes or similar computer code designed to impair the operation of any computer software or hardware;

**10.1.9** to transfer to the Platform or otherwise use on the Platform any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications.

**10.2** The Partner also agrees to (and guarantees that its Users adhere to the same):

**10.2.1** not reproduce, duplicate, copy, create derivative works from, use for reverse engineering purposes or otherwise use any part of our Platform in violation of the provisions of the Terms;

**10.2.2** not access and/or use the Platform to build or maintain a product or service that competes with the Platform or the Services;

**10.2.3** not to use any manual or automatic device or process to retrieve, index, data mine or screen scrape the information on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Services offered through the Platform;

**10.2.4** not gain unauthorised access to, interfere with, disrupt or damage any part or component of our Platform, any equipment or network on which our Platform is stored or through which it is made available, or any software used in the provision of our Platform.

## **11 Operational provisions**

**11.1** The Platform and Services shall be offered to the Partner (and its Users) on an “as is” basis without Introw having provided specific guarantees other than those as set out in the Contract. All obligations of Introw are considered obligations of means, not obligations of result. Whilst Introw makes reasonable efforts to make and keep the Platform and Services available to the Partner, Introw does not warrant or guarantee that the Platform and Services will be accessible at all times or that access will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by Partner from Introw or through the Services shall create any warranty not expressly stated in this Contract. Introw does not accept liability if the Platform or Services, or parts thereof, are temporarily unavailable or restricted for any reason.

**11.2** Through the Platform, the Partner may view, access or receive information. This information may be based on information provided by a Customer or other third party over which Introw has no control. Introw only facilitates access to this information via the Platform. Therefore, the Partner agrees that Introw does not provide any guarantee that such information received through the Platform and use of the Services is complete, correct, and up-to-date. The information received through the Platform is therefore provided on an "as is" basis. Introw does not guarantee the reliability, accuracy, completeness or suitability for a particular purpose of this information. It is the Partner's own responsibility to rely on such information.

**11.3** Introw expressly disclaims all warranties, whether express or implied for the use of the Platform or Services, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

**11.4** It is the Partner's sole responsibility to ensure sufficient measures have been taken to secure and monitor its own network and IT infrastructure. Introw shall not be liable for any security incidents at the Partner's end. Nor shall Introw be liable for any loss or damage caused by any form of malware (virus, DDOS attack, or other technologically harmful material) that may infect the Partner's (or its Users') computer equipment, computer programs, data or other material due to the Partner's (or its User's) use of the Platform and Services. Likewise, the Partner undertakes full responsibility for any third party service it uses, or it uses the Platform in connection with.

**11.5** Introw reserves the right to suspend the use of the Platform and/or access to the Services where deemed required but at all times acting reasonably. Such events include, without limitation, the establishment of a security or operational threat, and overload (or other) requests that jeopardise Introw's services. Introw shall as soon as reasonably possible inform the Partner thereof.

**11.6** The parties hereto further agree that Introw is not responsible for the Partner's compliance requirements, and that the Platform and the Services, to the extent applicable, are only intermediary tools to assist the Partner in meeting the various compliance requirements for which the Partner is solely responsible.

## **12 Intellectual Property Rights**

**12.1** Introw is the owner or the licensee of all intellectual and/or industrial property rights contained in the Platform and Services (including trademarks) and the underlying programming language, databases, connectors, hosting infrastructures, application programming interfaces, data, analysis, reports developed by Introw in their current versions or improved and later versions. This protection also includes trademarks, copyrights and database rights (where and when applicable).

**12.2** The Partner nor its Users (nor any third party) shall copy, imitate or create the Platform and the Services in whole or part. The Partner nor the User nor any third party shall translate, analyse, modify, adapt, improve, extend, decompile, disassemble or otherwise perform any reverse engineering or attempt to derive the source code of the Platform or Services in any way whatsoever or use the Platform in whole or in part to provide it as a service, nor shall they use the Platform or Services outside the license scope as set forth in clause 6 above.

**12.3** The Partner nor its Users shall acquire any rights to our (intellectual) property other than the limited rights of use that are expressly provided for in these Terms. The Partner and its Users shall also refrain from taking any action that might damage, limit or affect the rights of Introw.

**12.4** Introw may further use and commercially exploit any suggestions, feedback or know-how received from the Partner or its Users when offering its Platform and/or Services; these do not constitute any intellectual property rights on behalf of the Partner or its Users. Introw is not liable for any compensation in that event.

**12.5** The Partner (or its User as the case may be) is required to promptly notify Introw via the account manager of any known or suspected cases of forgery related to the Platform or the intellectual and/or industrial and/or any other property rights related thereto, as well as any claims or accusations that the Platform or the Services would violate the rights of a third party.

### **13 Confidentiality**

**13.1** Confidential information includes all information that is shared in execution of this Contract, with the exception of information that is publicly available.

**13.2** Unless specifically allowed in the Contract (including as a result of providing and using the Services), all parties to the Contract are prohibited from sharing copying, distributing, transferring or otherwise providing confidential information to any individual or entity without obtaining prior written consent from the other party concerned.

**13.3** Notwithstanding the previous, the parties to this Contract may disclose confidential information if it is necessary to comply with the applicable laws or to their professional advisors who are bound by professional rules on secrecy.

### **14 Term and Termination**

**14.1** The Contract takes effect as from the Partner's acceptance of these Terms or, in lack thereof, as from the Partner's first access to or use of the Platform and Services, and remains in force for as long as the Partner has access to or uses the Platform and Services.

**14.2** Introw reserves the right to deny the Partner (and its Users), wholly or partly, access to the Platform and the Services at any time and with immediate effect in the event of breach of the Terms. This is without prejudice to Introw's right to claim any additional compensation for Damages.

**14.3** The Partner may also terminate the Contract in case of Introw's breach of the Contract.

**14.4** In both cases, the parties hereto will inform the other party of the breach, and request that party (in the event remedy is still possible) to remedy the breach within a term of five (5) calendar days.

**14.5** Upon termination of the Contract all rights and licenses of the Partner will be terminated and the Partner shall immediately cease the use of all Services as well as the Platform. Any expiration or termination for any reason whatsoever of this Contract will not affect the rights, remedies or responsibilities of each party hereto and which are intended to survive the expiration or termination of this Contract for any reason whatsoever.

**14.6** Termination of the Contract does not determine or affect any rights or obligations existing directly between the Partner and a Customer under applicable Partner Program Terms. Any outstanding Commission remains subject to the applicable Partner Program Terms, receipt by Introw or the applicable Payment Provider of the corresponding funds from the Customer and the other payment conditions set out in these Terms.

## **15 Data processing**

**15.1** Generally, the parties to the Contract agree to process data in line with applicable data protection and privacy laws, including the European GDPR 2016/679.

**15.2** For the provisions in relation to the processing by Introw as a data controller, please refer to the [Privacy Statement](#). In relation to the use of cookies and tracking technologies, please refer to our [Cookie Statement](#).

## **16 Representations and warranties**

**16.1** Each party hereto represents that it has validly entered into this Contract and has the legal power to do so.

**16.2** The Partner further undertakes that, where it is a legal entity: (a) it is a legally incorporated company, in good standing under applicable laws and that its legal representative, or its management company, or any person acting on its behalf, has full power and authority to accept and execute the Contract; (b) the acceptance of the Contract has been validly authorized, if required, by the competent bodies; (c) the acceptance and performance of the Contract does not and will not result in any breach of contract by the Partner.

## **17 Risk allocation**

**17.1** To the fullest extent permitted by law and in view of the specific nature of the Platform and the Services, Introw excludes liability for any Damages, costs or any other loss arising out of or in connection with the use of the Platform and/or the Services. However, nothing in the Terms excludes or limits liability for Introw where such exclusion or limitation is not permitted by applicable law, including in the case of Introw's wilful misconduct.

**17.2** In no event shall Introw be liable to the Partner (or its Users) for any indirect or consequential loss or damage including (without limitation) loss of opportunity, loss of data, loss of business, loss of production, business interruption, increase in debts and inability to realise anticipated profits.

**17.3** Without prejudice to clauses 8.2 and 8.3, and to the fullest extent permitted by applicable law, Introw shall not be liable for any Damages arising from any act, omission, error, delay, failure or other circumstance attributable to a Payment Provider or other third party involved in the processing or execution of payments, including any loss or misdirection of funds. To the extent such liability cannot be excluded under mandatory applicable law (which cannot be derogated from by contract), it shall be limited to the maximum extent permitted by such law and, in any event, shall at all times be subject to clause 17.4 to the extent legally permissible. Without prejudice to the foregoing and the responsibilities of the relevant Customer and Payment Provider, Introw shall, upon reasonable request and provided the Partner has first pursued the matter with the relevant Customer and/or Payment Provider, use reasonable efforts to assist in investigating and facilitating the resolution of payment issues, without any admission of fault or liability.

**17.4** In any event, Introw's full and aggregate liability (i.e. not per claim) for the entire duration of the Contract and for those events attributable to Introw pursuant to these Terms, under the Contract and applicable law is limited to five thousand euros (5.000,00 EUR).

**17.5** On the other hand, the Partner shall indemnify Introw against all costs, losses and damages resulting from any claim made by a third party against Introw due to the Partner's (or its User's) use of our Platform or our Services in violation of the Terms and which would allegedly cause damage to the third party in question. The Partner shall also indemnify Introw for all costs, losses and damages resulting from the Partner's use of the Platform and/or Services in breach of the Contract.

**17.6** The Partner has no right, nor does any third party have such a right (to the fullest extent permitted by law), to file a contractual or non-contractual claim against Introw's auxiliaries as referred to in Article 6.3 of the Belgian (new) Civil Code (together the "Auxiliaries"). The term "Auxiliaries" includes, but is not limited to, the shareholders, directors, representatives, employees, and workers of Introw (regardless of their title or position, regardless of their social status, and regardless of whether they act through a management company or other legal entity), as well as any subcontractors, consultants, advisors, or other individuals engaged by Introw in the provision of the Platform and/or the Services. This clause includes the exclusion of the application of statutory provisions concerning non-contractual liability for auxiliaries.

## **18 General provisions**

**18.1 Entire agreement.** The rights and obligations of the parties hereto shall be as set forth in the Contract (and all of its constitutive parts) which constitutes the entire agreement between the parties hereto and replaces all prior agreement, oral or written, and all other discussions and communications between such parties relating to the subject matter of this Contract. For the avoidance of doubt, this does not replace or form part of any Partner Program Terms between the Partner and a Customer.

**18.2 Anti-corruption.** The Partner agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Introw's employees or agents in connection with the Contract. If the Partner learns of any violation of the above restriction, the Partner will use reasonable efforts to promptly give written notice to Introw.

**18.3 Binding force and waiver of right.** If one or more provisions (or part of a provision) of the Terms should be held invalid or unenforceable by a final decision of a competent court, the remaining provisions shall retain their binding force and scope without modification. The parties shall then replace the invalid or unenforceable provision (or part thereof) with a new provision that embodies as closely as possible, and to the extent permitted by law, the original intention of the provision declared invalid or unenforceable. The failure of either party to exercise any right in whole or in part shall not be construed as a waiver of that right. Any waiver requires an express confirmation by the waiving party that such right has been waived. The rights as provided for in the Terms are cumulative, i.e. a reliance on one right does not exclude the application of the other right.

**18.4 Amendments to the Terms and the Platform.** Introw reserves the right to change the Terms in a non-material way at any time without prior notice. The Partner (and User) can always consult the last revision date of the Terms at the end of the document concerned. By continuing to use the Platform with modified Terms, the Partner (and its Users) agree to be bound by those modified Terms. If the Partner (or its User) does not agree, it must refrain from using the Platform after the entry into force of the amended Terms. In any event, Introw strongly recommends that the Partner consult the Terms from time to time. In order to offer new services and functionalities, improve or modify the Platform services and/or respond to changes in regulations or commercial needs, Introw reserves the right at any time, without prior notice, to modify all or part of the Platform or Services and to change, replace with other functionalities or discontinue certain of its functionalities. Given the SaaS nature of the Platform and the Services, the Partner accepts that this is an essential right of Introw. The Partner will not be entitled to any compensation in this case, but Introw will endeavour to preserve the basic functionality of the Platform and Services.

**18.5 Independence of the parties.** Introw and the Partner act as independent contractors, on their own behalf and for their own account. Nothing in this Contract shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties hereto.

**18.6 Transfer.** Introw is entitled to transfer its agreements, e.g. with Customers, Partners, etc. (including the Terms and the Contract) at any time in the event of a reorganisation and/or restructuring of its business of whatever kind (e.g. but not limited to an event of an acquisition, demerger, merger, split-off, financial investment, etc.). Introw does not require the consent of the Partner for any such activities, but will inform the Partner of this nonetheless reasonably after such event has taken place.

**18.7 Force Majeure.** Neither party hereto will be held liable if the execution of the Contract is delayed or prevented due to force majeure, as commonly interpreted under Belgian law. In addition to this, the parties agree to specifically include under such events of force majeure (without limitation), any war (including cyber warfare), pandemic, partial or total strike, fire, flood, earthquake, volcanic eruption, severe weather, partial or total disruption or unavailability of electronic, electric or technology communications networks, internet failures, and delays or malfunctions of third party suppliers.

**18.8 Interpretation.** The subdivisions of the Terms into various headings and sub-titles have only been added for the convenience of the reader. Such subdivisions cannot be used for the interpretation of the relevant clauses or parts thereof. The parties hereby declare that they cannot invoke the provisions of Article 5.74 of the (new) Belgian Civil Code or any other legal provision with a similar scope.

**18.9 Survival.** The clauses intended by their nature to survive termination of the Contract will do so.

**18.10 Notices.** Introw may send all written notifications under the Contract to the Partner and/or any of its Users. If the Partner would require otherwise (e.g. by appointing a single point of contact), it shall inform Introw of the same.

**18.11 Subcontracting.** Introw has the right to subcontract any part of the execution of the Contract to third parties, including to any affiliated entities. Given the nature of the Services provided, the Partner accepts and agrees that this is an essential condition of the Contract in order to allow Introw to offer the Platform and the Services.

## **19 Applicable law and competent court**

**19.1** Belgian law shall apply to the Contract and all its constitutive parts (including the Terms), excluding its conflict of laws rules.

**19.2** All disputes related to the use of the Platform and Services and the Contract and the interpretation and performance thereof fall within the exclusive jurisdiction of the competent courts of the judicial district of East Flanders, Ghent division, Belgium.

**Introw BV © – Partner Terms – October 2026**