iAdvise Products

IADVISE PRODUCTS

Terms of Use

The rules for using iAdvise Products and the apps you open with it.

iAdvise · info@iadvise.eu

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1 Who we are

iAdvise Products is provided by iAdvise NV, Veldkant 33B, 2550 Kontich, Belgium, company number BE 0869.772.769 ("iAdvise", "we"). Contact: info@iadvise.eu, +32 (0)3 443 12 16.

2 Definitions

- **Platform**: iAdvise Products, the online environment in which a Customer manages its organisation and users and accesses the Apps.
- **App**: an application available through the Platform, such as Forms Advisor. Rules specific to an App are set out in that App's Annex.
- **Customer**: the organisation (company, public body or other legal entity) for which an account has been created on the Platform.
- **Administrator**: the User who registers the organisation or who is later given administrator rights.
- **User**: a natural person who has access on behalf of the Customer through a personal account.
- **Customer Data**: all files, source code and other data uploaded by the Customer or its Users, and the results the Apps produce from them.
- **Plan**: the free plan or a paid plan (licence) as described in the App's Annex or in a quotation.

3 Scope

3.1 These terms apply to all use of the Platform and the Apps. Anyone who creates an account or uses the Platform accepts them on their own behalf and on behalf of the Customer, and declares that they are authorised to do so.

3.2 The Platform is intended for professional use. It is not intended for consumers.

3.3 For a paid Plan based on a quotation or agreement, that quotation or agreement prevails over these terms. Additional services (such as migration support by iAdvise consultants) are governed by the iAdvise General Terms and Conditions for Consultancy. Purchasing or other terms of the Customer do not apply.

3.4 Order of precedence in case of conflict: (1) the quotation or specific agreement, (2) the Annex of the App concerned, (3) these terms of use.

4 Account and access

4.1 The first User of an organisation registers the Customer and becomes Administrator. The Administrator invites colleagues and manages their access.

4.2 Registration requires an e-mail address of the organisation. The Customer ensures that the information provided (organisation name, VAT number, names, e-mail addresses) is and remains accurate.

4.3 Accounts are personal. Users keep their password secret and use two-step verification where the Customer requires it. The Customer is responsible for all actions taken under its Users' accounts.

4.4 A User who suspects misuse of an account reports it immediately to info@iadvise.eu.

5 Acceptable use

The Customer and its Users may not use the Platform to:

1. upload data for which they have no right or permission, or that infringes the rights of third parties;
2. upload malware, harmful code or files not intended for the operation of the App;
3. test, circumvent or disrupt security, or overload the Platform (for example through automated mass requests), unless iAdvise has agreed to this in writing;
4. copy, decompile or replicate the Platform or the Apps, or use them to develop a competing product;
5. resell access or share it with persons outside the Customer's organisation.

iAdvise may suspend access in the event of a serious breach or an acute security risk, and will inform the Customer as soon as possible.

6 Customer Data

6.1 Customer Data remains the property of the Customer. The Customer grants iAdvise the right to process it to the extent necessary to provide, secure and support the Platform and the Apps.

6.2 iAdvise does not review the content of Customer Data, except at the Customer's request (for example for a support question) or where necessary to resolve a technical problem or misuse.

6.3 iAdvise does not use Customer Data to improve the analysis engine or to train models.

6.4 The Customer is responsible for keeping its own copy of its data. The Platform is not a backup service.

7 Personal data in Customer Data

7.1 Where Customer Data contains personal data (for example names in comments or test data in code), the Customer is the controller and iAdvise the processor within the meaning of the GDPR.

7.2 iAdvise then processes that data solely on the Customer's instructions, as set out in these terms and in the use of the App, and undertakes to:

- bind persons with access to confidentiality;
- take appropriate technical and organisational security measures;
- engage only sub-processors the Customer can know in advance (see the Privacy Policy, article 6), and notify the Customer of changes so that it can object;
- assist the Customer with data subject requests and data breaches, and report a data breach without undue delay;
- delete the data at the end of the service, unless the law requires retention;
- provide the information necessary to demonstrate compliance.

7.3 The Customer uploads no more personal data than necessary for the analysis. Sensitive data (Articles 9 and 10 GDPR) does not belong in uploaded files. For Enterprise customers, iAdvise makes a separate data processing agreement (DPA) available.

8 Intellectual property

8.1 All rights in the Platform, the Apps, the analysis engine, the software, the design and the documentation remain with iAdvise or its licensors.

8.2 For the duration of its Plan, iAdvise grants the Customer a non-exclusive, non-transferable right to use the Platform and the Apps for internal purposes.

8.3 The Customer may freely use the results an App produces for it (reports, exports) internally and share them with advisers working for it. References to iAdvise or Forms Advisor in those results must remain.

8.4 Oracle and Oracle Forms are registered trademarks of Oracle and/or its affiliates. iAdvise Products and Forms Advisor are not affiliated with Oracle.

9 Availability, changes and support

9.1 iAdvise makes reasonable efforts to keep the Platform available, but does not guarantee uninterrupted or error-free operation. Planned maintenance is announced in advance where possible.

9.2 iAdvise may improve, change or discontinue functions of the Platform and the Apps. A material reduction of a paid Plan during the current term will not happen without notifying the Customer.

9.3 Support is provided via info@iadvise.eu. Additional service levels for paid Plans may be set out in the quotation.

10 Plans, prices and payment

10.1 The free plan is free of charge and can be used without a credit card. iAdvise may change its content and limits.

10.2 Paid Plans are requested through a quotation request in the App. The licence starts as soon as iAdvise activates it after acceptance of the quotation.

10.3 Invoicing and payment of paid Plans are governed by the iAdvise purchase terms, which are made available separately.

11 Confidentiality

Each party keeps the other party's confidential information secret and uses it only to perform these terms. Customer Data is always confidential. This obligation continues for three (3) years after use ends, and for Customer Data for as long as iAdvise retains it.

12 Liability

12.1 The results of the Apps are tools, not advice. A complexity score or class is not an estimate of migration effort or cost. The Customer assesses whether the results are fit for its purpose.

12.2 iAdvise has an obligation of means (best efforts). To the extent permitted by law, its total liability is limited to direct damage, up to a maximum of the amounts the Customer paid for the Plan concerned in the twelve (12) months before the event giving rise to the damage (excluding VAT).

12.3 iAdvise is not liable for indirect damage, such as loss of profit, loss of data, revenue or customers, or damage resulting from the use of the results.

12.4 These limitations do not apply in the event of intent, fraud or gross negligence by iAdvise, or where the law does not permit them.

12.5 The Customer indemnifies iAdvise against third-party claims arising from Customer Data or from use in breach of these terms.

12.6 Neither party is liable in the event of force majeure, as defined in the iAdvise General Terms and Conditions for Consultancy.

13 Term and termination

13.1 These terms apply for as long as the Customer has an account. A paid Plan runs for the term stated in the quotation.

13.2 The Customer may have its organisation deleted at any time through the administration function in iAdvise Products or by e-mail to info@iadvise.eu. Paid periods are not refunded, unless the quotation provides otherwise.

13.3 iAdvise may terminate the account with 30 days' prior notice, or immediately in the event of a serious breach of these terms. iAdvise may close a free account without any sign-in for 24 months after giving notice.

13.4 After termination, iAdvise deletes the Customer Data within 6 months, as described in the Privacy Policy. Download anything you want to keep beforehand.

14 Changes to these terms

iAdvise may change these terms. It announces material changes at least 30 days in advance by e-mail or in the Platform. Anyone who continues to use the Platform afterwards accepts the new version. Anyone who does not agree may terminate their account.

15 Final provisions

15.1 If a provision is invalid, the others remain in force and the invalid provision is replaced by a valid provision that comes as close to it as possible.

15.2 These terms are governed by Belgian law, excluding the Vienna Sales Convention (CISG). Disputes that are not settled amicably fall within the exclusive jurisdiction of the courts of Antwerp, Antwerp division.

15.3 These terms exist in Dutch, French and English. In case of discrepancy, the Dutch version prevails.