

Art. 1 - Scope of application

1.1. Identification of the parties

These general terms and conditions (the **General Terms and Conditions, or LexNow General Terms and Conditions**) are issued for the Platform distributed under the LexNow brand and the Services available therein (hereinafter referred to as LexNow) by ADK Legaltech Solutions, with VAT number BE 0764.990.203 and established at Avenue des Arts 6/501, 1000 Brussels, (hereinafter referred to as ADK, we, our, us). They are applicable to any person having subscribed to the LexNow Platform (hereinafter the **Client**); and any other person accessing, consulting or using the LexNow Platform under the Client's responsibility, such as a User and/or an Account Administrator.

ADK can be contacted at the following address (Customer Service):

Postal address: Avenue des Arts 6/501, 1000 Brussels

E-mail: contact.be@lexnow.io

Scope of application

The LexNow Terms and Conditions, as amended from time to time, shall apply to the contractual relationship between us and the Customer:

- without prejudice to the Platform Terms of Use, and any specific provisions, including on purchase orders, that may be set out in any written agreement between the Customer and us in relation to access to, use of and access to the LexNow Platform in the form of a subscription agreement or purchase order signed by the Customer (an **Agreement**); and
- to the exclusion of any statement or information contained in any other document, prospectus or catalogue, including those published by us, or in any demonstration concerning the LexNow Platform, which are for guidance only.

Any connection, access, consultation or use by the User implies full and unreserved acceptance of the General Conditions in force, for the entire duration of the Contract. He/she declares that he/she has read and accepts without reservation the [Terms & Conditions of Use](#) and the [Privacy Policy](#) available on the Platform.

Any deviation from these General Terms and Conditions and the Terms of Use must be recorded in writing and signed by the parties to the contracts.

Art. 2 - Definitions and interpretation

2.1. Interpretation and invalidity

Terms that are not defined shall be understood in their common sense. Unless otherwise specified, plurals include singulars and vice versa, and the enumerations in the agreement are never restrictive.

If any provision of the Contract is or becomes illegal, invalid or unenforceable, in whole or in part, by virtue of any law or court order, that provision shall be deemed unwritten and shall not form part of the Contract, without affecting the legality, validity or enforceability of the remainder of the Contract.

LexNow – General Terms and Conditions

Each Party undertakes to use its best endeavours to agree in good faith on a valid replacement clause which will preserve, as far as possible, the economic balance and the intention of the Parties as reflected in the clause deemed not to be written.

2.2. Definitions

For the purposes of this document, the following definitions shall apply

- **Account Administrator(s) or Administrator:** the natural person(s) within the Customer's organisation who is (are) in charge of the administrative and technical management of the Users' accounts. He/she is also in charge of the financial and administrative management of the Customer's account;
- **Customer(s):** the buyer(s), natural or legal person, of the products and services provided on/by the Platform;
- **Account:** the personal interface that a Customer or User has on the Platform and that allows him/her, among other things, to access content, knowledge bases, to place orders for products or services, to obtain information on previous orders, etc;
- **Consumer:** any natural person who acts for purposes which are not part of his commercial, industrial, craft or liberal activity;
- **Contract:** all documents having a binding value between the parties and in particular the present General Conditions, any special conditions and order form(s), the Terms of Use and the data protection policies;
- **Data:** computer data generated as a result of accessing and/or using the Platform, including, in particular, programs, connection data, files, records, operations and other items on computer or electronic media and which may be used for evidential purposes in the event of litigation, in the same way as written evidence;
- **Client's organisation:** the professional organisational structure consisting of any person working in a self-employed or salaried capacity for the Client (e.g. a law firm, an accountancy office, etc.) or the latter's subcontractors;
- **Active Legal Professional:** any natural person working within the Client's organisation, as an employee, freelancer or subcontractor, performing legal services regardless of whether or not they have access to the LexNow Platform Services. For example:
 - For lawyers: the number of lawyers registered at the Bar
 - For notaries: the number of notaries and their staff / case managers
 - ...
- **Platform or LexNow Platform:** the digital services, including software, applications and other software, search engines and databases allowing the User to access online information resources under the name of LexNow and available at www.lexnow.io or app.lexnow.io ;
- **Platform Services or Services:** all the functionalities offered on the Platform, including the Search Engine, Streams & Buckets, the Library and My LexNow;
- **User:** any person using any of the Services provided by the Platform either in their capacity as a client or because they have obtained access via a Client. All Clients are Users, but not all Users are necessarily Clients;

Art 3 - Commencement, duration and renewal of the Contract

3.1 Ordering

To access, view and use all or part of the content, products or Services via the LexNow Platform, the Customer must first place an order with us, either by returning the duly signed order form by post or by subscribing online.

We reserve the right to make the confirmation of the order subject to other conditions, to suspend it or to refuse it in the following limited cases:

- i. Incomplete or incorrect order forms ;
- ii. Communication of manifestly erroneous data, in particular the error on the number of active Legal Professionals declared;
- iii. Non-payment of previous deliveries or refusal of authorisation by the Customer's bank or financial institution;
- iv. Orders for an abnormally high number of subscriptions ;
- v. Orders for an abnormally high total amount ;
- vi. Delivery to be made in a geographical area where the risks would be unreasonable, either due to unreliable transport or distribution or due to force majeure (wars, riots, strikes).

The content of the subscription - i.e. the resources it contains - is defined when the order is placed on the voucher. If necessary, the Customer can extend the content by ordering and paying for additional resources.

3.2. Taking effect

The Contract takes effect on the date indicated on the analogue or electronic order form, signed by the Client.

The LexNow Platform will be accessible to Customers who have contracted online via the *relevant* form immediately after receipt of payment. For all other Customers, the Platform will be accessible within three (3) working days from the receipt of payment of the invoice sent to them.

The Consumer Client gives his consent to the immediate commencement of the Contract and acknowledges that he loses his right of withdrawal upon receipt of the Contract confirmation.

3.3. Duration and renewal

All subscriptions are concluded for a period of at least twelve (12) months from the date on which the Contract takes effect, unless expressly stated otherwise.

Unless there are specific written provisions to the contrary, the subscription is extended by tacit renewal on its date for periods of twelve (12) months in the absence of written termination by the Customer at the latest one (1) month before the anniversary date of the Contract taking effect, in accordance with one of the following methods:

- by registered mail: Avenue des Arts 6/501, 1000 Brussels
- by e-mail: contact.be@lexnow.io

The subscription thus renewed shall be invoiced according to the updated price on an

annual basis, unless otherwise stated in writing.

Art. 4 - Transfer

We reserve the right to, and are entitled upon prior notice to the Customer, to transfer the contract, in whole or in part, including the claims and debts connected therewith, at any time to any other company.

Art. 5 - Right of withdrawal

The right of withdrawal from the subscription is only open to Customers who are Consumers within the meaning of the Code of Economic Law, i.e. any natural person who is acting for purposes that do not fall within the scope of his commercial, industrial, craft or liberal activity. The Consumer Customer has a period of fourteen (14) calendar days from the date of entry into force to declare that he wishes to withdraw from Contracts concluded at a distance and off-premises, unless performance has begun with the express prior consent of the Customer, who has also acknowledged that he will thereby lose his right of withdrawal.

In this case, as this is a contract for the supply of digital content not provided on a physical medium with the obligation to pay before accessing the service, once performance has begun, the Consumer Customer can no longer exercise his right of withdrawal, having given his prior express consent for performance to begin during the withdrawal period and acknowledging that he will thus lose his right of withdrawal, and this, as soon as he receives confirmation of the Contract issued by us.

In addition, the Consumer Customer may not exercise his right of withdrawal in the following cases:

- i. Service Contracts after the Service has been fully performed if the performance has started with the express prior consent of the Customer, who has also acknowledged that he will lose his right of withdrawal once the Contract has been fully performed;

- ii. the supply of goods made to the customer's specifications or clearly personalised; Withdrawal must be notified in writing, setting out unambiguously the decision to withdraw and transmitted within the 14-day period set out above, in the following manner:

Postal address: Avenue des Arts 6/501, 1000 Brussels

E-mail: contact.be@lexnow.io

The refund of the price paid will be made by bank transfer within thirty (30) days of receipt of the notification.

Art. 6 - Invoicing, payment, prices and taxes

6.1. Billing

We shall send the Customer an invoice as soon as possible after signing the Agreement, showing the annual amount (including VAT) to be paid by the Customer as set out in the Agreement.

The Customer agrees that any invoice related to the subscription to the LexNow Platform, and more generally any communication or notification sent to the Customer, shall be made exclusively by email, in digital format (e.g. PDF). We are free to send such communications or notifications by mail.

6.2. Payment

Unless otherwise agreed in writing, payments are due immediately and without discount, at the latest on the date of receipt of the invoice.

Payments can be made by credit card, debit card or bank transfer or any other electronic payment method supported by the Platform. In the latter case, we reserve the right to make acceptance of the order conditional upon receipt of payment.

The security of electronic fund transfers and the proper execution of payment orders in general are the sole responsibility of the financial organisations managing these transfers. It is the Customer's responsibility to take note of the general conditions and limitations of liability applicable to the payment services he/she uses.

We shall not be liable for any damages whatsoever resulting from any error, omission, failure, malfunction or wrongdoing not directly attributable to us.

Any delay in payment shall automatically and without prior notice lead to interest of 8% per annum on the sums due, as well as a conventional fixed compensation of 10% of the outstanding balance, with a minimum of €40.

In addition, in the event of late payment by the Customer, whether at the time of the initial subscription or at the time of the extension of the Contract following receipt of a new invoice, we reserve the right to suspend the Customer's subscription until the balance due is paid, or to terminate the Contract with immediate effect, without prejudice to any interest to be paid by the Customer following the late payment.

6.3. Prices and taxes

The prices displayed for our products and services are indicative and may be changed by us without notice. Only the price indicated at the time of confirmation or extension of the order is valid.

Unless otherwise stated, our prices are given in euros and do not include taxes or any other charges.

Customers not subject to VAT will be charged the VAT of the EU country indicated on the invoice.

In any event, Customers subject to VAT are required to declare their VAT number on the order form.

In the event of an order to a country outside the European Union, the Customer alone is responsible for paying any local duties or taxes that may be due. They are payable by the Customer and are his sole responsibility both in terms of declarations and payments to the competent authorities/organisations in his country.

Art. 7 - Termination of the Contract by ADK

We reserve the right, at any time, to discontinue the LexNow Services and to terminate the Agreement upon prior notification to the Customer by email with at least one (1) month's notice.

The Customer may not claim any compensation, except for the right to reimbursement of any sums paid for periods covered after the effective date of termination and the next anniversary date of the subscription, *in proportion to* the annual amount of the latter.

In case of serious breaches and in particular of non-compliance with the LexNow General Terms and Conditions, and in particular with the provisions of articles 9 and 10 by any User, we reserve the right to suspend and terminate the Contract to the exclusive detriment of the Customer, without prior notice or judicial intervention, and to temporarily or permanently

suspend access to, consultation of and use of the LexNow Platform, without prejudice to the right to claim any indemnity for the damage we have suffered

By way of example and not as a limitation, a higher number of Legal Professionals active within the Organisation than the number declared at the time of subscription is considered to justify termination for serious breach.

Art. 8 - Modification of the LexNow Terms and Conditions

We reserve the right to modify these Terms and Conditions at any time, including, but not limited to, in order to comply with applicable legislation, upon prior electronic notification to the Customer.

Changes may be made to any part of the LexNow Terms and Conditions, including the prices charged. In particular, we reserve the right to increase annually the rates of the subscription(s) within the limit of 10% (excluding VAT) of the rate provided for in the Contract, the said modification being then applicable to the Customer as from the next anniversary date of the subscription, unless the Customer denounces it according to the conditions provided for in the present General Conditions. The rate thus modified shall then be indicated in the new invoice issued.

We will notify Customers by email (where appropriate with a hyperlink) of any changes to any part of the Terms and Conditions.

Except in cases where the modification(s) result(s) solely from the adaptation of the LexNow General Terms and Conditions to the applicable regulations, the Customer has thirty (30) days to notify us in writing of its intention to terminate the Agreement in accordance with the terms and conditions set out in these General Terms and Conditions.

Such termination at the Customer's initiative shall take place without charge and without notice and without any compensation being due by us. In this case, at the written request of the Customer, we shall reimburse by bank transfer to the Customer any sums paid for periods covered after the effective date of termination of the subscription and the next anniversary date of the latter, *in proportion* to the amount of the subscription.

After the thirty (30) day period referred to in the previous paragraph, the Customer is deemed to have accepted the LexNow Terms and Conditions as amended.

Art. 9 - Access conditions

9.1 Pre-contractual information

All of our products and services offered on the LexNow Platform are described accurately and in good faith. Any images presented to illustrate our products and services have no contractual value.

We may at any time modify our offers of products or services as well as their prices, in compliance with the conditions set out in these General Conditions, and in particular in article 8.

For each subscription, the Customer determines the number of individual Users within its organisation who access, view and/or use the LexNow Platform.

This number can never be less than the number of *active Legal Professionals* within the Client's Organisation. In case of doubt as to the actual number of Users, we reserve the right to verify by any means the veracity of the statement and in particular by verifying the number of *active Legal Professionals* listed on the Organisation's website or on its letterhead. The Client undertakes to cooperate fully in this verification.

9.2. The number of Users

The Client is responsible for the evolution of this number of Users according to the initial number of active Legal Professionals declared. He will immediately notify us of changes in the number of active Legal Professionals in his Organisation and of changes in the identity of Users in the event of their departure or arrival. In this case, the identification information of the User concerned will be modified.

The Client is required to update, at least on an annual basis, the number of Legal Professionals active in its organisation.

For Organisations, a tolerance of up to 10% of the number of active Legal Professionals declared is allowed. Beyond this 10% threshold, this constitutes a modification of the order form and the number of active Legal Professionals declared must be updated, which will lead to an update of the invoice.

In the event of proven fraud, we may immediately terminate the Contracts to the exclusive detriment of the Client, retaining the amount paid by the latter. In addition, the Client shall owe us an amount equivalent to the difference in price based on the difference between the number of active Legal Professionals initially defined and the actual number of active Legal Professionals, increased by 200% due to the fraud over the period of time concerned by the fraud.

9.3. How to access

Upon receipt of payment of the first invoice issued, we will send the Customer acting as a Single User provisional access codes by e-mail, valid for one (1) month. The Customer shall use his e-mail address as a login and shall determine a password of his choice.

Where the Customer has subscribed to access, view and use all or part of the LexNow Platform by more than one User within its organisation, we will send an email with provisional access codes, valid for one (1) month, to the person previously designated by the Customer as the Account Administrator.

The said Account Administrator shall be responsible for the creation of each account for each User within his organisation. For each User, the username shall be that User's business email address provided by the Customer to the relevant User. A password will be sent automatically to each User once their account has been created by the Account Administrator.

9.4. Liability of the Client and its Directors

We cannot be held responsible for any error in the management of the accounts giving access to the LexNow Platform, nor for the loss or the bad communication of the identifier(s) and password(s) by the Administrator of the account or a User.

In addition, the Customer, his Administrator and each User commit to keep confidential the access codes and/or passwords when accessing the LexNow Platform and to take the necessary measures to ensure that they are not communicated to any third party, nor that no third party can access them or illicitly access the LexNow Services.

Neither Clients, nor Administrators, nor Users are authorised to allow access, consultation or use of the LexNow Platform to persons other than those for whom the subscription has been taken out. In particular, multiple individuals within the same Customer organisation are prohibited from using the same account.

It is strictly forbidden for any Customer or User to sell, resell or transfer access to the LexNow

Platform to a third party (such as a buying group).

The Client is responsible for the compliance of the Users with the Agreement. Any breach of the Agreement by a User shall be deemed to be committed by the Client itself.

Art. 10 - Intellectual property

The general structure as well as the text of the documentation intended for the Customer, the user manual, the software, texts, images, sounds, graphics, design, *layout*, software source code, databases, even if generated by the Customer and any other element composing the LexNow Platform are our exclusive property, or are regularly exploited under license or under any other agreement.

Any total or partial reproduction of the LexNow Platform by any process whatsoever, without our express prior authorisation, is prohibited and would constitute an infringement sanctioned by the amended law of 18 April 2001 on copyright, related rights and databases.

The LexNow Platform, all the documents, texts, works and illustrations put online by us are protected by copyright and by the law protecting databases, of which we are the producer.

Our trademarks, as well as our logos, appearing on the Platform are registered trademarks (verbal, semi-figurative or not). Any total or partial reproduction or representation of these trademarks, any modification, any alteration of these trademarks and/or logos without our express authorisation is legally prohibited and will be subject to legal proceedings.

In order to account for and/or compensate third parties whose intellectual property we exploit in any form, we are required to keep track of the number of views and consultations, including downloads and printouts, of works made available on the LexNow Platform, so that each consultation is referenced .

Unless otherwise agreed in writing, the Client authorises us to use its name, logo and any distinctive sign in our commercial communications, illustrating the quality or quantity of our Clients. The Customer may withdraw this authorisation at any time. Such a withdrawal is only valid for the future, from the date of receipt of the withdrawal, without prejudice to the conservation of communications made prior to this withdrawal.

Art. 11 - Obligations and liability of ADK

As a rule, we are only bound by an obligation of means and not of result.

In this respect, we use our best efforts to ensure the availability of our Services and the quality of the contents. We take the necessary measures to maintain the continuity and quality of the Service and make every effort to offer our Clients available and verified information and/or content.

However, it is not possible to avoid possible errors. Therefore, we are not responsible for any damage caused if it appears that the information shared is truncated, misleading, incomplete, incorrect or out of date.

We assume no responsibility for the information contained on LexNow. The information provided on the LexNow Platform is provided "as is" without warranty of any kind. This information :

- are exclusively of a general nature and do not address the specific situation of a natural or legal person; the doctrinal elements contained therein do not constitute legal or tax advice;
- are not necessarily complete, exhaustive, accurate or up-to-date;
- sometimes link to external websites over which we have no control and for which we

accept no responsibility.

The information content must always be interpreted and/or applied by a professional in the field, with a critical and professional mind. In this respect, it is specified that we do not intend to substitute ourselves for the Client to carry out research on the LexNow Platform and/or to interpret the Client's questions, or even to analyse the information obtained from the LexNow Platform.

Generally, we make no express or implied warranties with respect to the Services provided or any information the Customer obtains from the LexNow Platform. The use of the LexNow Platform and the exploitation of the information or content contained therein by the Customer is at the Customer's sole responsibility and risk.

Consequently, in no way can we be held liable by the Customer for direct or indirect damages that he/she could suffer such as loss of customers and/or turnover, the result of searches that would be partial or erroneous due to the use of the LexNow Platform and Service or the consultation of an external website accessible from the LexNow Platform through a hypertext link or information contained or broadcasted therein, regardless of their form and/or nature. Likewise, we shall not be liable in any way to the Customer for any direct or indirect damage that the Customer may suffer as a result of the impossibility to use the LexNow database.

Furthermore, we do not assume any responsibility for the information or content saved by the Customer or User from his account.

We cannot be held responsible for technical disruptions such as those of the Internet network and in particular, its technical performance, response times for consulting, querying or transferring information and/or content such as errors or lack of availability of information.

We are not responsible for any mismatch between the Customer's computer installation (hardware and software) and the digital files downloaded or the online services paid for by the Customer. It is the Customer's responsibility to adequately inform himself/herself about the hardware or software compatibility before placing an order.

We also decline all responsibility in the event of force majeure; in the event of disruption, *lock down*, total or partial strike, particularly of postal services and means of transport and/or communications, flooding, fire.

In any event, the damages and interest that we may be ordered to pay under this Contract shall not exceed the annual amount of the subscription taken out by the Customer, as invoiced to the latter, who expressly acknowledges that the amount of the subscription takes into account this limitation of liability.

Art. 12 - Collection and use of personal data

We comply with all legislation relating to the protection of personal data in force in Belgium, including Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the GDPR).

The User declares that he/she has read our [Privacy Policy](#) and our [Cookie Policy](#), a copy of which is available by following this. He/she agrees to this policy without reservation.

For any complaint relating to the processing of personal data, and in particular for the exercise of his rights of access, rectification, deletion and opposition to the processing of his personal data, the customer may contact us via the following e-mail address: contact.be@lexnow.io

Art. 13 - Client's complaint procedure

The Customer may make any request and/or claim by e-mail to the following address: contact.be@lexnow.io

We will make every effort to respond as quickly as possible.

Art. 14 - Proof / Archiving of evidence

It is expressly agreed that electronic documents constitute a valid means of proof. The entire procedure for placing an order (choice of product or service, entry of contact details, confirmation of the order, payment, etc.) and/or creating an Account (choice of service, entry of contact details, confirmation of the creation of the Account) constitutes proof of the Customer's acceptance of the Contract and/or the placing of the order.

In addition, the Data generated as a result of access and/or use of the LexNow Platform may be stored and archived, within the limits provided by law, by us within our computer system, under conditions that guarantee their integrity. They constitute a beginning of proof in writing and have the same probative force as a document which would be established, received or kept in writing on paper.

Consequently, the Data may be validly produced as evidence and used against the Customer in any claim or legal action .

Art. 15 - Jurisdiction and applicable law

The law applicable to the interpretation and execution of the Contract is Belgian law, to the exclusion of all others.

Any dispute related to the interpretation, application and execution of the LexNow General Terms and Conditions, as well as any dispute related to the use of the Platform may be submitted to mediation. The most diligent party shall refer the matter to the other party by registered letter with acknowledgement of receipt and propose the name of a mediator.

Subject to the applicable mandatory legal provisions, and in the absence of mediation, all disputes relating to the interpretation, application or performance of these General Conditions and generally of the Contract shall be subject to the exclusive jurisdiction of the Belgian courts. Disputes relating to French-language contracts shall be subject to the sole jurisdiction of the company court of Walloon Brabant, while disputes relating to Dutch-language contracts shall be subject to the sole jurisdiction of the company court of Leuven. However, if the Customer is a Consumer, the court of the judicial district of his residence is exclusively competent.

Last update: September 2022