



Terms and Conditions

VERSION 1.5 — DATED 22.11.2021





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Agreed terms

Your attention is particularly drawn to the provisions of clause 11 (Limitation of liability).

1

About us

- 1.1 — Company details.** ClearPriority SA (société anonyme de droit belge) (company number 0897.676.897) (**we and us**) is a company registered in Belgium and our registered office is at Waterloo Office Park, Building M, boîte 57, Drève Richelle 161, 1410 Waterloo, Belgium. The main trading address of Fuel Tax pro is ClearPriority, Dept. Fuel Tax Pro, Leuvensesteenweg 325, 1932 Zaventem, Belgium. Our VAT number is BE 0897.676.897. We operate the websites www.clearpriority.com and www.fueltaxpro.com.
- 1.2 — Contacting us.** To contact us, telephone our customer service team or email us using the contact details provided on www.fueltaxpro.com/contact. How to give us formal notice of any matter under the Contract is set out in clause 15.2.

2

Our contract with you

- 2.1 — Our contract.** These terms and conditions (**Terms**) apply to the subscription to the Services by you and supply thereof by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, practice or course of dealing.
- 2.2 — Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

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Subscribing to the Services and acceptance

- 3.1 — Subscribing to the Services.** Please follow the onscreen prompts to subscribe to the

Services and activate your account. Each subscription is an offer by you to buy the services specified provided by us (**Services**) subject to these Terms.

- 3.2 — **Correcting input errors.** Our subscription process allows you to check and amend any errors before confirming the activation of your account. Please check your data carefully before confirming it. You are responsible for ensuring that the identification data you provide is complete and accurate.
- 3.3 — **Completing your mandatory information.** The Services will be made available to you as soon as you've provided all mandatory identification information pertaining to your company. Your account will then be fully activated. Please consult the FAQ for further information.

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Cancelling your subscription

- 4.1 — You may cancel the Contract at any time, if you notify us as set out in clause 4.2.
- 4.2 — To cancel your subscription and the Contract, you can log in to your account and use the dedicated button thereto.
- 4.3 — When you exercise your right to cancel your subscription, your cancellation will be effective at the end of the current month, unless you change your mind. For example, if you have exercised your right to cancel on January 15th, your cancellation will be effective on January 31st at 11.59 pm.

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Our services

- 5.1 — **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 — **Compliance with specification.** Subject to our right to amend the specification (see clause 5.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your subscription in all material respects.
- 5.3 — **Changes to specification.** We reserve the right to amend the specification of the Services

if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

- 5.4 — **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 5.5 — **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified on our website, but any such dates are estimates only and failure to perform the Services by such dates shall not be deemed a breach on our behalf.

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Your obligations

- 6.1 — It is your responsibility to ensure that:
 - (a) the identification data you provide is complete and accurate;
 - (b) you cooperate with us in all matters relating to the Services;
 - (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (e) you comply with all applicable laws, including health and safety laws;
 - (f) you will not use the Services for any unlawful purpose; and
 - (g) you will access the Services only through your established account.
- 6.2 — If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):
 - (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 13 (Suspension or Termination, consequences and survival);
 - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

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Charges

- 7.1 — In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.
- 7.2 — The Charges are the prices quoted on our site at the time of subscription to the Services and activation of your account.
- 7.3 — Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

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How to pay

- 8.1 — Payment for the Services is due at the end of each month of use of the Services. We will invite you to make your first payment on the 5th of the month that follows the one for which Charges are due based on your use of the Services. We will then take subsequent payments on a monthly basis, if Charges are due.
- 8.2 — You can pay for the Services using the payment method mentioned on our partner's website Mollie. Payment for the Services is by direct debit.
- 8.3 — We will send you monthly statement for your use of the Services on the 5th of the month following your use thereof if Charges are due. Your designated payment method will be charged or used automatically within ten (10) days thereafter, which is the contractual payment term.
- 8.4 — If you fail to make a payment under the Contract within the contractual payment term, then, without limiting our remedies under clause 13 (Suspension or Termination, consequences and survival) and without prior notice, we will have the right to charge you interest on the overdue sum from the due date until payment of the overdue sum, in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions.
- 8.5 — We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Intellectual property rights and Trademarks

- 9.1** — All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 9.2** — Any trademarks, logos, and service marks (collectively **Marks**) displayed in connection with the Services are our registered and/or unregistered trademarks or other third parties'. Nothing contained in this Contract or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Mark or any variation thereof without our written permission or the other owner thereof. Your use of our Marks is strictly prohibited.
- 9.3** — You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you, if relevant.

How we may use your personal information

- 10.1** — We will use any personal information you provide to us to:
- (a) provide the Services;
 - (b) process your payment for the Services; and
 - (c) inform you about similar products or services that we provide, or new functionalities to the Services, but you may stop receiving these at any time by clicking on the appropriate link in our communication.
- 10.2** — We will process your personal information in accordance with our [privacy policy](#), the terms of which are incorporated into this Contract.

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Limitation of liability: your attention is particularly drawn to this clause.

- 11.1** — The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 11.2** — Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 11.3** — Subject to clause 11.2, we will not be liable to you in any way in connection with this Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 11.4** — Subject to clause 11.2, we will not be liable in any way in connection with any endeavours you may take to recover excise duties on professional diesel, including with regards to supporting documents you may need to produce to that end, which remains your sole responsibility to issue and archive accordingly.
- 11.5** — Subject to clause 11.2, our total aggregate liability to you in any twelve months period arising under or in connection with the Contract will be limited to one hundred percent (100%) of the total Charges you paid under the Contract during the concerned twelve months period (and prorate if the Contract has lasted less than twelve months).
- 11.6** — Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event

having occurred and shall expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.7 — This clause 11 will survive termination of the Contract.

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Confidentiality

12.1 — We each undertake that we will not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 12.2.

12.2 — We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 — Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

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Suspension or Termination, consequences and survival

13.1 — **Suspension or Termination.** Without limiting any of our other rights or remedies, available to it, we may terminate the Contract by giving you one (1) months' written notice. Furthermore, we may also suspend partially or totally the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you, if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within fifteen (15) days of you being notified in writing to do so;

- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 — Consequences of suspension or termination

- (a) If you fail to pay any amount due under the Contract on the due date for payment, your access to the Services will be partially suspended, but your personnel will still be able to feed data into your client account. If you have not paid such amount by the end of the relevant month, your access to the Services will be suspended in full for you and all members of your organisation.
- (b) If your account remains suspended for a duration of two (2) years for any reason whatsoever, it will be automatically terminated together with this Contract, and all data will irremediably be lost.
- (c) All Services shall no longer be performed upon termination of the Contract.
- (d) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

13.3 — Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

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Events outside our control

14.1 — We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 — If an Event Outside Our Control takes place that affects the performance of our

obligations under the Contract, we will contact you as soon as reasonably possible to notify you thereof.

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Communications between us

- 15.1** — When we refer to «in writing» in these Terms, this includes email.
- 15.2** — Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by registered mail or email.
- 15.3** — A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - (b) if sent by email, at 9.00 am the next working day after transmission.
- 15.4** — In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.5** — The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

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General

- 16.1** — **Assignment and transfer**
- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you by posting on our website if this happens.
 - (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 16.2** — **Changes.** We may modify this Contract, including the Charges, by giving you notice or by asking you to read and accept a new version of this Contract. If you do not agree with any modification, then you may no longer use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified Contract.

- 16.3 — Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 16.4 — Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 — Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 16.6 — Governing law and jurisdiction.** The Contract is governed by the laws of Belgium and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of Brussels, acting in French.



OPERATIONAL OFFICES

ClearPriority SA

Dep. Fuel Tax Pro

Leuvensesteenweg, 325

1932 Zaventem, Belgium

P +32 2 352 91 71

contact@fueltaxpro.com

www.fueltaxpro.com