



GENERAL TERMS AND CONDITIONS

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The website www.kiklegal.com hereinafter called the "Platform" is an initiative of:

KIKLEGAL SRL

Rue Lesbroussart 22 1050

Bruxelles Corporate Number / VAT: BE1001012383

E-mail:

info@kiklegal.com

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(hereinafter "KIKLEGAL")

I. GENERAL TERMS AND CONDITIONS

1. All our offers and agreements are subject to these general conditions unless we have previously waived them in writing.
2. By the sole act of subscribing to one of our services, the client adheres to these general terms and conditions of sale, renouncing the general and particular conditions mentioned in his letters or on his documents, even if they are handwritten before or after the preparation of our documents.

II. GENERAL CONDITIONS OF USE

1. Scope of application

These general terms of use (hereinafter "GCU") apply to any visit or use of the Platform and its information by a web user (hereinafter "User").



By visiting or using the Platform, the User acknowledges having read these GCU and expressly accepts the rights and obligations mentioned therein.

The provisions of the GCU may exceptionally be waived by written agreement. These derogations may consist of the amendment, addition or deletion of the clauses to which they relate and have no effect on the application of the other provisions of the GCU.

We reserve the right to change our GTU at any time without prior notice, but we undertake to apply the provisions that were in force at the time you used our Platform.

2. Platform

a. Access and navigation

We take all reasonable and necessary measures to ensure the proper functioning, security and accessibility of our Platform. However, we cannot offer a guarantee of absolute operability and our actions must therefore be considered as covered by an obligation of means.

Any use of the Platform is always at the User's own risk. Thus, we are not responsible for damages that may result from possible malfunctions, interruptions, defects or harmful elements present on the Platform.

We reserve the right to restrict access to the Platform at any time without prior notice.

b. Content

KIKLEGAL SRL determines the content of the Platform and takes great care of the information present on it. We take all reasonable steps to keep our Platform as complete, accurate and up-to-date as possible, even when the information on it is provided by third parties. We reserve the right to modify, supplement or delete any part of the Platform and its content at any time, without our liability.

KIKLEGAL SRL cannot be held responsible for any direct or indirect damage that the User may suffer from the information on the Platform.

If any content on the Platform is incorrect, incomplete or immoral, we ask you to inform us as soon as possible by email (info@kiklegal.com) so that we can take appropriate measures. Any download from the Platform is always at the risk of the User.

c. Services reserved for registered users

1) Registration

Access to certain services is conditional upon the User's registration.

Registration and access to the services of the Platform are reserved exclusively for natural persons who are legally capable, having completed and validated the registration form available online on the Platform as well as these GCU.



When registering, the User undertakes to provide accurate, truthful and up-to-date information about his person and his marital status. The User shall also regularly check the data concerning him in order to maintain its accuracy.

The User must therefore provide a valid e-mail address, on which the Platform will send him a confirmation of his registration for its services.

Any communication made by the Platform and its partners is therefore deemed to have been received and read by the User. The latter undertakes to regularly consult the messages received on this e-mail address and, if necessary, to reply within a reasonable time.

Only one registration is allowed per individual.

The User is assigned an identifier allowing him to access a space reserved for him (hereinafter "**Personal Area**"), in addition to entering his password.

The user name and password can be changed online by the User in his personal area. The password is personal and confidential, the User agrees not to communicate it to third parties.

KIKLEGAL SRL reserves the right to refuse a request for registration of services on the Platform in case of non-compliance by the User with the GCU.

2) Unsubscribe

The regularly registered User may at any time request to unsubscribe by visiting the dedicated page in his personal area. Any unsubscription from the Platform will be effective after the User has filled in the form provided for this purpose, within the following period: 24 hours.

d. Content posted by the User

The user commits to comply with the laws in force through each of its publications on the Platform. It will pay particular attention to the interests of third parties, content that is offensive in nature and content that may be contrary to public policy or morality. The User remains responsible for any content posted on the Platform.

Certain Users who use the Platform may exercise moderation on any publication by another User and refuse to upload content without having to provide justification. Likewise, the content published by a User may be modified or deleted without reason or delay.

By publishing a class action and the associated documents on the dedicated pages of the Platform, the User grants KIKLEGAL SRL free of charge and without exclusive rights to reproduce, distribute and disseminate, directly or indirectly and on any medium and worldwide.

3. Links to other websites

The Platform may contain links or hyperlinks to external websites. Such links do not automatically mean that there is a relationship between KIKLEGAL SRL and the external website or even an implied agreement with the content of these external websites.



KIKLEGAL SRL does not exercise any control over external websites. We are therefore not responsible for the safe and correct operation of hyperlinks and their final destination. The moment the User clicks on the hyperlink, he leaves the Platform. We cannot be held liable for any subsequent damage.

4. Intellectual property

With the exception of content exchanged in communication groups between Users, the structuring of the Platform, but also texts, graphics, images, photographs, sounds, videos, databases, computer applications, etc. that make up the Website or are accessible via the Platform are the property of the publisher and are protected as such by the laws in force regarding intellectual property.

Any representation, reproduction, adaptation or partial or total exploitation of the contents, trademarks and services offered by the Platform, by any process whatsoever, without the prior express written permission of the publisher, is strictly prohibited, except for items expressly designated as royalty-free on the Platform.

The Platform User is granted a limited right of access, use and display of the Platform and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal, non-commercial use. Users are not permitted to modify, reproduce, translate, distribute, sell or communicate to the public, in whole or in part, the protected elements without prior written agreement.

The User is prohibited from entering data on the Platform that would modify or could change its content or appearance.

The User is prohibited from entering data on the Platform that could endanger the interest of the collective action in which the User participates.

5. Protection of personal data

The personal data provided by the User during his visit or use of the Platform are collected and processed by KIKLEGAL SRL exclusively for internal purposes. KIKLEGAL SRL assures its users that it attaches the greatest importance to the protection of their privacy and personal data, and that it is always committed to communicate in a clear and transparent manner on this point.

KIKLEGAL SRL undertakes to comply with the applicable legislation in this matter, namely art. 26 of the GDPR, the Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data and the European Regulation of 27 April 2016 (2016/679) on the protection of individuals with regard to the processing of personal data the free movement of such data.

The personal data of the User are processed in accordance with the Privacy Policy available on the Platform.

6. Applicable law and competent jurisdiction

These GCU are governed by Belgian law.

In the event of a dispute and in the absence of an amicable agreement, the dispute will be brought before the courts of the judicial district where KIKLEGAL has its registered office.

7. General provisions

KIKLEGAL SRL reserves the right to modify, extend, delete, limit or discontinue the Platform and associated services at any time without prior notice and without incurring liability.

In case of violation of the GCU by the User, KIKLEGAL SRL reserves the right to take appropriate sanctions and remedies. KIKLEGAL SRL reserves the right to refuse the User access to the Platform or our services temporarily or permanently. These measures may be taken without giving reasons and without notice. They cannot engage the liability of KIKLEGAL SRL or give rise to any form of compensation.

The illegality or total or partial invalidity of any provision of our GTU shall not have any impact on the validity and application of the other provisions. We have the right to substitute a valid provision of similar scope for such a case.

III. GENERAL CONDITIONS OF SALE

1. Scope of application

These general conditions of sale (hereinafter the "GCS") define the reciprocal rights and obligations in case of purchase of products or services on the Platform by a User (hereinafter "Customer").

The GCS express all the obligations of the parties. The Customer is deemed to accept them without reservation, otherwise his order will not be validated.

The provisions of the GCS may be waived in exceptional cases, provided that such waivers have been agreed in writing. These derogations may consist of the modification, addition or deletion of the clauses to which they relate and have no effect on the application of the other provisions of the GCS.

KIKLEGAL SRL reserves the right to modify the GCS from time to time. The changes will be applicable as soon as they are posted online for any purchase made after this date.

2. Online service

Through the Platform, KIKLEGAL provides the Client with an online service, without the photographs having a contractual value.

The services are described and presented with the greatest possible accuracy.

Prices and taxes are specified on the online platform.

3. Price

KIKLEGAL reserves the right to change its prices at any time by publishing them online.

Only the indicated rates and taxes in force at the time of the Customer's request will apply.

Prices are quoted in euros, including all taxes.



4. Online ordering

The Customer has the option of completing an order form online, using an electronic form. By filling in the electronic form, the Customer accepts the price and description of the products or services.

In order to validate his order, the Customer must accept these Terms and policies by clicking on the indicated location.

The Customer must provide an email address, billing information and, if applicable, a valid address. Any exchange with KIKLEGAL may be done through this email address info@kiklegal.com.

KIKLEGAL reserves the right to block the Customer's order in case of payment failure, incorrect address or any other problem on the Customer's account until the problem is resolved.

5. Time limits

The deadlines for performance of services are made at the time of final validation of the order.

Any delays in performance shall not result in termination of the contract or damages.

We are exempt from the agreed time limits in case of force majeure or any other cause beyond our control occurring either in our offices or at our main managers.

6. Order confirmation and payment

a. Payment

The Customer pays at the time of final validation of the order using the chosen payment method. This validation is a signature.

The Customer guarantees KIKLEGAL that it has the necessary authorizations to use this payment method and acknowledges that the information provided for this purpose is proof of its consent to the sale as well as to the due amounts due under the order.

KIKLEGAL has put in place a procedure for checking orders and payment methods designed to provide reasonable assurance against any fraudulent use of a payment method, including by requesting identification data from the Customer.

In case of refusal of authorization for payment by credit card on the part of accredited bodies or in case of non-payment, KIKLEGAL reserves the right to suspend or cancel the order.

KIKLEGAL also reserves the right to refuse an order from a Customer who has not fully or partially settled a previous order or with whom a payment dispute is ongoing.

b. Confirmation

Upon receipt of the validation of the purchase together with payment, KIKLEGAL sends it to the Customer, as well as an invoice. The Customer may request that the invoice be sent to an address other than the delivery address by sending a request to this effect to the customer service (see contact details below).

7. Membership and Benefits

This article applies in addition to the other provisions of the contract for any subscription that the Customer subscribes via the Platform.

The subscription entitles you to:

Access to the platform and its services for collective action management.

The Customer will be charged as follows:

Annual billing

Any subscription is for an indefinite period.

The Customer may terminate his subscription after notification by KIKLEGAL and with a notice period of 30 days.

8. Proof of payment

The communications, orders and payments between the Customer and KIKLEGAL can be proved through computerized records, kept in KIKLEGAL's computer systems under reasonable security conditions. The purchase orders and invoices are archived on a reliable and durable medium, which is considered as a means of proof.

9. Guarantees

KIKLEGAL is responsible for the conformity of the products or services with the contract in accordance with the law in force at the time of its conclusion.

10. Right of withdrawal

If the Customer is a consumer, he hereby waives his right of withdrawal in order to be supplied as soon as possible after conclusion of the contract.

11. Data protection

KIKLEGAL will keep in its computer systems and under reasonable security conditions a proof of the transaction including the order form and invoice.

KIKLEGAL guarantees its Client the protection of his personal data in accordance with the Privacy Policy available on the Platform - Regulation (EU) 2016/679.

12. Force majeure

If KIKLEGAL is prevented, in whole or in part, from fulfilling the order due to an unforeseen circumstance beyond its control, then force majeure is involved.

In the event of force majeure, KIKLEGAL is entitled to suspend the execution of the order, in whole or in part, for the duration of the force majeure. KIKLEGAL immediately notifies the Customer.



If the force majeure lasts more than 90 days without interruption, each of the parties to the contract will have the right to terminate the contract unilaterally, by registered letter sent to the other party. The services already performed by the Seller will nevertheless be invoiced to the Customer in proportion.

13. Independence of clauses

The illegality or total or partial invalidity of any provision of these GCS will not have any impact on the validity and application of the other provisions. The Seller reserves the right to replace the unlawful or void provision with another valid and similar provision.

14. Applicable law and competent jurisdiction

These GCS are governed by Belgian law.

In the event of a dispute and failure to reach an amicable agreement, the dispute will be brought before the courts of the judicial district of the registered office of KIKLEGAL.

IV. SERVICE AGREEMENT

This Agreement (hereinafter the “**Agreement**”) is concluded today between:

KIKLEGAL, a limited liability company, with registered office at 1050 Brussels, rue Lesbroussart 22 , registered with company number 1001.012.383, represented by its founder and director, Quentin Peel, hereinafter referred to as KIKLEGAL;

AND

Client - [LAW FIRM – LAWYER – CONSUMER REPRESENTATIVES]

KIKLEGAL and the Client are collectively referred to as **the Parties**.

1. The following was previously stated:

1. KIKLEGAL is a platform to help victims of harm (hereinafter referred to as the “Clients”) create or find a class action in which they can participate in order to resolve their disputes.
2. KIKLEGAL offers, on the one hand, to Clients, to represent their interests and provide a solution to their difficulties by means of collective action to assert their rights and, on the other hand, to lawyers, to facilitate the governance and execution of the procedure.
3. The law firm – lawyer – consumer representative has expertise that it is willing to make available to KIKLEGAL clients.

2. The following was agreed upon:

1. Object

KIKLEGAL entrusts the management of the collective action(s) through the KIKLEGAL platform (hereinafter, the “Mission”) to the law firm – lawyer – consumer representative, who accepts.

2. Duration

- 2.1. The Agreement is concluded for an indefinite period.

2.2. KIKLEGAL reserves the right to issue a formal notice to the Consumer Representative Lawyer in the following cases:

- If the Law Firm – Lawyer – Consumer Representative, for any reason, ceases to provide the Mission, in whole or in part, during the term of the Agreement;
- If the law firm – lawyer – consumer representative commits an act contrary to the law, is guilty of a crime or a breach of morality or public morals;
- If the law firm – lawyer – consumer representative does not meet a time limit;
- If the law firm – lawyer – consumer representative harms its reputation, that of KIKLEGAL or that of the Client, commits an act or makes remarks that are contemptuous of the Client, which (is likely to) ridicule the Client or which (is likely to) cause (cause) a scandal;
- in the event of a breach by the law firm – lawyer – representative of the consumers to the obligations of the Convention, within 5 calendar days of the dispatch of a formal notice unless the Consumer Representative Solicitor has remedied this breach within the prescribed period.

2.3. KIKLEGAL has the right to terminate the Agreement at any time by simple written notification, without notice or compensation and with immediate effect, if the notice by registered letter with acknowledgement of receipt remains ineffective 15 days after its receipt.

2.4. Without prejudice to the foregoing, the following provisions survive termination or termination of the Convention:

- Article 6: Exclusivity
- Article 7: Intellectual rights
- Article 8: Personal data
- Article 9: Confidentiality
- Article 12: Applicable law and competent courts

3. Rights and obligations of the parties

3.1. KIKLEGAL undertakes to implement all services for the management of the Solicitor's Office collective action(s) – Consumer Representative on its platform www.kiklegal.com, in accordance with the subscription subscribed.

3.2. The law firm – lawyer – consumer representative, undertakes to make available to KIKLEGAL, from the beginning of the performance of its services, all the information documents concerning the collective action(s).

3.3. The Parties undertake to cooperate fully and provide each other, upon request, with all information and intelligence necessary for the proper conduct of the mission, in accordance with their respective needs.

4. Membership

4.1. KIKLEGAL offers a membership in the form of an annual subscription. The Lawyer undertakes to carry out his mission on the basis of the following subscription:

KIKLEGAL PRO 1499 €

4.2. In addition to the subscription, the KIKLEGAL package includes a cost attributed to each user participating in a collective action and/or making use of the KIKLEGAL service(s). The fee, determined according to the legal fees

| KIKLEGAL RATES | |
|--------------------|-----------------|
| Legal fee | Complainant fee |
| 0 € to 50 € | 5 € |
| 51 € to 100 € | 25 € |
| 101 € to 150 € | 35 € |
| 151 € to 200 € | 45 € |
| 201 € to 350 € | 55 € |
| 351 € to 500 € | 75 € |
| 501 € to 1000 € | 100 € |
| 1001 € to 2000 < € | 250 € |

4.3. All amounts expressed in the contract are calculated including taxes.

5. Billing terms and payment term

5.1. The Law Firm – Lawyer – Consumer Representative chooses an annual billing.

5.2. If payment is not made online, the Consumer Representative Lawyer will be required to pay each invoice within 15 days of receipt of the invoice. Payments must be made by bank transfer to the account BE40 0689 5034 1763.

6. Exclusivity

6.1. The services provided by KIKLEGAL under the Convention are non-exclusive. Nothing in the Agreement shall limit KIKLEGAL's ability to provide its services to a third party during the contractual period, provided that all of its obligations, as set out in the Agreement, are fully respected.

6.2. The law firm – lawyer – consumer representative, exclusive on its published class action. The publication of two class actions concerning the same debacle is impossible.

7. Intellectual property

7.1. Unless otherwise agreed in writing, all property rights

intellectual created by KIKLEGAL as part of the Mission and made available to the law firm – lawyer – consumer representative, will belong exclusively to the latter upon their creation, whether or not these elements are protected under applicable laws.

7.2. Thus, the law firm – lawyer – consumer representative acquires full ownership of intellectual property rights on the elements generated by KIKLEGAL as they emerge.

7.3. The law firm – lawyer – consumer representative, retains exclusive ownership of all intellectual property rights relating to data, files and documents covered by such rights, transmitted or made available to KIKLEGAL in the framework of the execution of the Agreement.

7.4. No right or license on the intellectual property rights of the law firm – lawyer – consumer representative shall be transferred to KIKLEGAL, except to the extent necessary for the execution of this Agreement.

8. Personal data

8.1. Insofar as personal data is processed by the Parties in the context of the implementation of the Convention, the Parties, acting as independent controllers within the meaning of the General Data Protection Regulation (GDPR), undertake to comply with the conditions and obligations of applicable legislation, in particular the GDPR and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data (Belgian Law) and the regulation (EU) 2016/679.

8.2. The law firm – lawyer – consumer representative is solely responsible for any possible processing of personal data by it and guarantees that it will comply with all obligations arising from the GDPR and Regulation (EU) 2016/679.

9. Confidentiality

9.1. The Parties undertake to treat as confidential any information, document and trade secrets which may be disclosed to them during the term of the Convention, and not to disclose or use them outside the framework of the execution of the Mission.

9.2. Upon the termination of contractual relations, the Parties undertake to return or destroy any documents containing confidential information that may have been entrusted to them by the other Party, and not to keep any copies of such documents.

9.3. The confidentiality obligations remain binding, regardless of the outcome of the contract.

10. Force majeure

- 10.1. Neither Party shall be liable to the other for failure or delay in fulfilling its obligations under the Agreement if such failure or delay is caused by force majeure.
- 10.2. If a Party wishes to invoke a case of Force Majeure, it must inform the other Party as soon as possible and at the latest within 48 hours following the occurrence of the case of Force Majeure. The obligations affected by Force majeure, as well as the mutual obligations of the other Party, are suspended for as long as the case of Force majeure lasts, without giving rise to any compensation or penalties.
- 10.3. If the force majeure event persists for a period of more than 30 days, the Parties will have to work closely together to explore solutions and consider any possible changes to the contract.
- 10.4. Financial obligations that should have been fulfilled during the force majeure period remain in effect and shall be honoured as soon as reasonably possible after the end of this event.

11. Responsibilities and guarantees

- 11.1. The Consumer Representative Lawyer Law Firm acknowledges and accepts full responsibility for the management and execution of any class action assigned to it through the KIKLEGAL platform.
- 11.2. The Consumer Representative Solicitor shall ensure that he or she will act in accordance with all applicable laws and regulations and perform his/her duties with the utmost care, diligence and professional competence.
- 11.3. In the event of a breach of its obligations under the Convention, the Law Firm – Lawyer – Consumer Representative, undertakes to indemnify and release KIKLEGAL from any liability for any damage suffered by the Clients or by the platform itself.
- 11.4. KIKLEGAL acts as an intermediary platform and cannot be held responsible for the actions or omissions of the law firm – lawyer – consumer representative in the context of managing a class action.
- 11.5. KIKLEGAL does not guarantee the success of any collective action undertaken by the Law Firm – Lawyer – Consumer Representative or the achievement of a specific outcome.
- 11.6. Except in cases of wilful misconduct or gross negligence, the total liability of each party to the other arising from or related to the Agreement shall not exceed the amount corresponding to the price of the Mission and foreseeable damages.

12. Miscellaneous

- 12.1. Other conventions. The Agreement constitutes the final and complete expression of the agreement of the Parties and supersedes and cancels all provisions contained in any other prior agreement, negotiation, discussion or commitment, whether written or not, relating to the subject matter of the Agreement.
- 12.2. Confidentiality. Each Party undertakes to treat the provisions of the Convention as strictly confidential, and therefore shall not disclose the contents thereof to any person.
- 12.3. Amendments. No amendment to the Convention shall be considered valid unless it is made in writing and signed by or on behalf of each Party.
- 12.4. Waivers. Any waiver of any of the Articles of the Convention may be invoked by either Party only upon production of an explicit written document signed by the other Party.
- 12.5. Invalidity of a clause. In the event that a provision of the Convention is found to be, in whole or in part, void or declared inapplicable, such nullity or inapplicability shall not affect the validity of the remainder of the Convention and the provision shall be deemed not to be part of the Convention. The Parties will then negotiate in good faith the substitution of one or more lawful clause(s), producing legal and economic effects as close as possible to the null clause(s).

13. Applicable law and competent courts

- 13.1. The Convention is submitted and will be interpreted in accordance with Belgian law.
- 13.2. In the event of a dispute, exclusive jurisdiction is assigned to the Belgian courts and tribunals, including those at the registered office of one of the parties.