

# Terms & Conditions

## VAT SERVICE BELGIUM

*Policies that apply to your customer account and the use of the VAT card*

*Last revised and effective as of: January 1, 2021*

These Terms & Conditions are a contract between you and Diplomatic Card Services Belgium BVBA (referred to in these Terms & Conditions as "Diplomatic Card Company", "us", "we" or "our"), the VAT card of the Diplomatic Card Company and the services offered by Diplomatic Card Company (which are collectively referred to in these Terms & Conditions as the "VAT service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the VAT service. In these Terms & Conditions, "you" refers both to you as an individual and/or to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your customer account or block your VAT card(s) without notice.

## ELIGIBILITY

In order to use the VAT service, you must:

- be human and at least eighteen (18) years old and able to enter into contracts;
- entitled to the exemption of VAT pursuant to law and/or regulation in the relevant territory by virtue of a special status there, either Diplomatic or otherwise;
- complete the registration process;
- agree to the Terms & Conditions; and
- provide true, complete, and up-to-date contact information.

By using the VAT service, you represent and warrant that you meet all the requirements listed above, and that you won't use the VAT service in a way that violates any laws or regulations, including, among other things by:

- interfering with or circumventing any security feature of the VAT service or any feature that restricts or enforces limitations on use of or access to the VAT service;
- infringing or violating the the provisions contained on the electronic verification of VAT exemption as referred to in Article 42(3), paragraph one, points 1 and 2 of the Belgian VAT Code; or
- deliberately misleading anyone as to your identity or impersonating another person.

Diplomatic Card Company may refuse service, close customer accounts of any customer, and change eligibility requirements at any time.

# TERM AND CONDITIONS

The term begins when you undersign for the VAT service and continues as long as you use the VAT service. By signing the application form you've officially "signed" the Terms & Conditions. If you sign up for the VAT service on behalf of a Diplomatic Mission or Consular Post, you represent and warrant that you have the authority to accept these Terms and Conditions on their behalf.

## BASIC SERVICE

In accordance with the directives set by the FPS Finances, Diplomatic Card Company is required to offer a basic service to the Customer free of charge. Diplomatic Card Company will validate the transaction data, create an E-certificate and submit a refund request to the supplier. The Customer is solely responsible for the timely follow-up, and correct payment by the supplier, of the due VAT reimbursement to Diplomatic Card Company.

Compliant to the publication of 19/07/2017, all VAT claims need to be transferred by the supplier to Diplomatic Card Company, which in turn will refund the Customer within 6 months following payment by the supplier (*section 11 of the publication by the FPS Finances of 19/07/2017*).

## CHARGES & PAYMENTS

In addition to the basic service, Diplomatic Card Company offers immediate VAT exemption at affiliated suppliers and a guaranteed VAT reimbursement within 48 hours following correct payment by the supplier, for which Diplomatic Card Company charges a fixed transaction cost payable through a weekly direct debit, for which the Customer shall give explicit mandate to Diplomatic Card Company as provided. An E-invoice will be sent on a weekly base.

The transaction fee includes also a debt collection service offered by Diplomatic Card Company to the Customer in relation to suppliers who are non-compliant with the directives as published by the FPS Finances on 19/07/2017 (*section 10 of the publication by the FPS Finances of 19/07/2017*).

Diplomatic Card Company will only charge the Customer the fixed transaction fee, if and when the supplier transferred the due VAT amount to Diplomatic Card Company in case of VAT reimbursement and only after the VAT amount has been paid to the customer's bank account.

An E-invoice will be sent on a weekly or monthly base, depending on the billing plan. A request for a paper invoice is subjected to a surcharge of seven and a half euros (€7,50) per paper invoice.

Any sum not paid on the due date indicated on the invoice or refused direct debit shall entitle Diplomatic Card Company to block the VAT card(s) with immediate effect. If upon subsequent reminder the Customer does not pay, Diplomatic Card Company reserves the right to institute judicial collection without sending any notification. All related costs will be for the Customer and are set on fifteen percent (15) of the receivable amount with a minimum of twenty five euros (€25,00).

We may change our fees at any time by posting a new pricing structure to our website and/or sending you a notification by e-mail.

## CANCELLATION

You are solely responsible for properly cancelling your customer account. As a security precaution, a phone request to cancel or make changes to your account will not result in cancellation. You can cancel your account at any time by written request.

Any cancellation of your customer account will result in the deactivation of your VAT card(s). The cancellation can be restored by request for a 2-month period. Cancelled customer accounts cannot be recovered or restored from Diplomatic Card Company following this 2-month period. During this 2-month period, Diplomatic Card Company is compelled to process your refund requests. Diplomatic Card Company is compelled to store your personal information and transaction details for a minimum of seven (7) years.

## TERMINATION

Diplomatic Card Company reserves the right to terminate any customer account that does not have any activity (transactions) for sixty (60) days, or customer account without a valid payment method thirty (30) days after a notice of default.

Diplomatic Card Company, in its sole discretion, has the right to suspend or terminate your customer account if you breach these Terms & Conditions. Any termination of your customer account will result in the deactivation of your customer account, denied access to the use of your VAT card(s), and/or written notification to the competent authorities.

## IMPROPER USE

If it emerges that the VAT is payable after all (e.g. loss of fiscal privilege, improper use of the fiscal privilege, etc.), Diplomatic Card Company is entitled to claim back this amount from you and to debit the amount payable directly from your bank account. You authorise Diplomatic Card Company to perform such direct debit.

## MODIFICATIONS

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the VAT service (or any part thereof) with or without notice. However, we will make our very best efforts to notify customers of any upcoming system maintenance and/or service disruptions.

We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the VAT service.

We reserve the right, in our sole discretion, to change, modify, add to, supplement or delete any portion of these Terms & Conditions at any time, effective with or without prior notice; provided, however, that we will use reasonable efforts to provide you with notification of any material changes (as determined in our sole discretion) by e-mail.

If any future changes to these Terms & Conditions are unacceptable to you or cause you to no longer be in compliance, you must immediately stop using the VAT service. Your continued use of the VAT service following any revision to this Agreement constitutes your complete acceptance of any and all such changes. Any new features that augment or enhance the current VAT service, including the release of the connected retailers, will be subjected to these Terms & Conditions

## INTELLECTUAL PROPERTY

You will respect our proprietary rights in the website and the software used to provide the VAT service (proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights).

## INDEMNIFICATION

You agree to indemnify and hold Diplomatic Card Company, its parents, subsidiaries, affiliates, officers, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the VAT service, use of your VAT card by any third party, or your violation of these Terms & Conditions.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of VAT service, including improper use of your fiscal privileges. Diplomatic Card Company and its team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about the VAT service in any month will be no more than what you paid us for the VAT service the month before.

## JURISDICTION AND VENUE

These Terms & Conditions and any controversy, claim or dispute arising under or related to these Terms & Conditions will be construed, pursued and resolved in accordance with and will be governed by Belgian law, without regard to its conflicts of laws provisions. You irrevocably consent to the exclusive jurisdiction of the courts of the District Court at Brussels, Belgium in connection with any action or dispute arising between the parties under or in connection with these Terms & Conditions.

## FORCE MAJEURE

We won't be held liable for any delays or failure in performance of any part of the VAT service, from any cause beyond our control. This includes, but is not limited to, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

## PRIVACY

Personal data collected by Diplomatic Card Company will only be used to ensure the proper functioning of service provision. In accordance with the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data, you will at all times be able to access the personal data you provide to Diplomatic Card Company upon request (*section 12, point 'g' of the publication by the FPS Finances of 19/07/2017*).

Diplomatic Card Company will inform the customer and explicitly request his consent with respect to all other purposes. The customer is entitled to exclude any direct marketing from use, on request and free of charge.

If the data provided by the customer differs from other data stored by third parties or by Diplomatic Card Company, the data contained in our database will be decisive.

## MISCELLANEOUS

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorised representative of Diplomatic Card Company. Diplomatic Card Company will be entitled to injunctive or other equitable relief (without the obligations of posting any surety) in the event of any breach or anticipatory breach by you. Diplomatic Card Company operates and controls the IT-VAT service from its offices in the Netherlands. The VAT service is not intended in favour of or use by any person or entity in any jurisdiction or country where such favours or use would be contrary to law or regulation. These Terms & Conditions contain the entire understanding, and supersedes all prior understandings, between you and Diplomatic Card Company concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

**Congratulations!** You've reached the end. Thanks for taking the time to learn about Diplomatic Card Company's policies. Do you have any additional questions? Don't hesitate to contact us! By e-mail at [info@diplomaticcard.be](mailto:info@diplomaticcard.be) or call us on 02 402 30 93.