

Terms of Use — Loket

English translation — the French version is the governing version.

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1. Publisher

Loket ("the Service") is published by **Always Late Technologies BV**, a company incorporated under Belgian law, with registered office at Fonteyneweg 2, 1800 Vilvoorde, Belgium, registered with the Crossroads Bank for Enterprises under number **1039.721.620**, VAT **BE 1039.721.620** ("we", "the Publisher"). Contact: contact@alwayslatetechnologies.com.

2. Purpose and acceptance

2.1. These terms govern access to and use of the Service by any professional who creates an account ("the Client"). The Service allows the Client to collect, from its own clients, documents submitted through a link, without those clients having to create an account.

2.2. Creating an account constitutes **unreserved acceptance** of these terms. The Service is intended **exclusively for professionals** acting within the scope of their business activity; it is not intended for consumers.

3. Account and trial

3.1. The Client warrants the accuracy of the information provided and the confidentiality of its credentials. It is responsible for all activity on its account.

3.2. The Service is offered with a **free trial period of 14 days**, with no payment card. At the end of the trial, access is suspended unless a paid subscription is taken out. The data remains retrievable (see article 10).

4. Subscription, price and payment

4.1. The subscription is **EUR 79 excl. VAT/month**. Prices are stated **excl. VAT (HTVA)**; applicable VAT is added in accordance with the regulations in force and the Client's status.

4.2. **Grandfathered price.** The applicable price is the price in force on the day the subscription is taken out. A subsequent price increase **does not apply** to ongoing subscriptions: the Client keeps its price for as long as its subscription remains active and uninterrupted. Any price change follows the procedure set out in article 11.

4.3. Payment is processed by our provider **Mollie**. The subscription is **without commitment** and renewable by period; it may be terminated at any time, with termination taking effect at the end of the current period. Amounts already paid are not refunded on a pro rata basis, save for mandatory legal provisions.

4.4. In the event of non-payment, access may be suspended after the Client has been informed.

4.5. The subscription includes **20 GB of active storage, 20 GB of uploads and 50 GB of private downloads** over a rolling 30-day period, with a maximum of **100 MB per file** and **20 files per requested item**. These limits are checked before the relevant resource is used. No overage is silently granted or charged: the Client shall contact the Publisher to agree on capacity suited to an unusual requirement.

5. Use of the Service

5.1. The Client undertakes to use the Service lawfully and in accordance with these terms. In particular, it shall refrain from: circumventing security, disrupting the Service, uploading or having uploaded malware or unlawful content, or using the Service to process data for which it has no legal basis.

5.2. The Client is **solely responsible** for the documents and data it collects via the Service from its own clients, as well as for compliance with its own obligations (professional secrecy, informing data subjects, legal basis). The respective roles of the parties with regard to personal data are defined in the annexed **Data Processing Agreement (DPA)**.

5.3. The Service does not scan uploaded files for malware. The Client shall only open documents it expects and shall maintain appropriate protection on its devices. File type, size and access controls do not guarantee that a file is free from malware.

5.4. The Publisher may temporarily suspend an upload, link or access, to the extent strictly necessary, in order to contain a security incident, manifestly unlawful use or an attempt to circumvent the Service limits. It shall inform the Client without undue delay, unless prohibited by law or required for security, and restore access as soon as the risk has ended.

6. Availability and support

6.1. We use reasonable efforts to ensure the availability of the Service, without any guarantee of uninterrupted operation. Interruptions may occur (maintenance, incidents, third-party dependencies).

6.2. Support is provided via contact@alwayslatetechnologies.com. No quantified service level (SLA) is guaranteed.

7. Intellectual property

7.1. The Service, its trademark, its code and its visual identity are and remain the property of the Publisher. These terms grant a **personal, non-exclusive and non-transferable right of use**, limited to the duration of the subscription.

7.2. The **data and documents** uploaded by the Client and its clients **remain the property of the Client** (or of its clients). We acquire no rights over such content beyond what is necessary to provide the Service.

8. Personal data

The processing of the Client's data (account, billing) is described in our **Privacy Policy**. The processing of data that the Client uploads on behalf of its own clients is governed by the **Data Processing Agreement (DPA)**, which forms an integral part of these terms.

9. Liability

9.1. The Publisher shall perform its obligations with reasonable care and is liable for **direct, foreseeable and proven damage** caused by a breach attributable to it. Each party shall take reasonable steps to mitigate its loss.

9.2. For breaches that may lawfully be limited, the Publisher's aggregate liability, for all events and claims combined during the same twelve-month contractual period, is capped at the higher of: (i) the fees excluding VAT paid or payable for the Service during the twelve months preceding the triggering event; or (ii) twelve monthly fees at the rate excluding VAT applicable to the Client on the date of that event. Claims arising from the same cause are treated as one triggering event.

9.3. The cap and exclusions in this article do not apply to intentional or gross misconduct by the Publisher or persons for whom it is responsible, death or personal injury, failure to perform an essential obligation that would deprive the contract of its substance, or any other case in which liability cannot lawfully be limited.

9.4. Subject to article 9.3, the Publisher is not liable for indirect damage, such as an indirect loss of profit, revenue, business opportunity, clientele or reputation. It is not liable for loss or alteration caused by the Client, a recipient designated by it, its equipment, or an instruction contrary to the Service documentation.

9.5. The Client warrants that it has the rights, legal bases and authorisations required for the documents, content and instructions it provides to the Service, and that it complies with its own confidentiality and information obligations. It shall indemnify the Publisher only for the consequences of a third-party claim caused by the Client's proven breach of these warranties, and only to the extent attributable to that breach. The Publisher shall notify the Client of the claim without delay and allow it to participate meaningfully in the defence. The indemnity does not cover any part caused by a fault or breach of the Publisher.

10. Term, termination, deletion

10.1. These terms apply for as long as the Client holds an account.

10.2. Either party may terminate: the Client from its account area or via contact@alwayslatetechologies.com; the Publisher in the event of a breach, subject to prior notice.

10.3. **Terminating is not closing, but the window is bounded.** Terminating the subscription stops the billing; access continues until the end of the period already paid for. The account is then **suspended** — collection stops — and the account and the data **subsist for 90 days after the end of the subscription**. The Client may re-subscribe or **export** throughout that period, and is notified **30 days and then 7 days** before the deadline. **At the end of the 90 days, the account is closed.** The same rule applies to a trial that ends without a subscription.

10.4. **Closing the account** is also an action of the Client, at any time from its settings, without waiting for the deadline. Whether early or automatic, it triggers the deletion of the data described in Article 6 of the DPA. Before closing, the Client may **export** all of its data.

11. Amendment of the terms

We may amend these terms. Substantial changes — including any price change — are notified to the Client by email **at least 30 days before** they take effect. A Client who refuses them may terminate free of charge before that date; continued use thereafter constitutes acceptance.

A price change takes effect on the **first renewal date following** the expiry of that notice period, and subject to the grandfathered price provided for in article 4.

12. Governing law and jurisdiction

These terms are governed by **Belgian law**. Any dispute falls under the exclusive jurisdiction of the **courts of Brussels**.

Version 2026-08.1 - accepted electronically when the account is created. Evidence of acceptance is the timestamp retained with the Client's account.