

# VOLENG

## Terms & Conditions

**VOLENG is a software product and service operated by Eng Consulting BV.**

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SaaS trial, subscription and platform terms

### 1. Contracting party and scope

These Terms & Conditions govern trials, subscriptions and use of the VOLENG software-as-a-service platform. The contracting and invoicing entity is Eng Consulting BV, a company established under Belgian law, enterprise number 0803.677.860, VAT number BE0803.677.860. VOLENG is the product/service name and is not a separate legal entity. A person ordering on behalf of a business confirms that they have authority to bind that business.

### 2. Account and authorised use

Customers must provide accurate information, keep credentials confidential and ensure users act only within their authorised roles. Accounts may not be shared outside the subscribed organisation or used unlawfully, to interfere with the service, bypass access controls, probe security or infringe third-party rights. The customer is responsible for users and for data submitted to its workspace.

### 3. Trial and subscription

Where a 14-day free trial is offered, the checkout must show the selected plan, applicable discount, VAT treatment, trial duration and the recurring price before confirmation. Unless the checkout expressly states otherwise, no subscription fee is charged on the day the free trial starts. If the customer does not cancel before the trial ends, the selected paid subscription starts automatically and the displayed recurring fee becomes chargeable to the payment method on file.

### 4. Prices, VAT, discounts and partner codes

Prices are displayed before commitment and may be exclusive of VAT where clearly indicated. A valid discount or partner code may reduce the subscription price for the eligible plan and period shown at checkout. Codes may be limited, expire, be withdrawn for future orders or be rejected where duplicated, abused or ineligible. A partner commission is separate from the customer's discount and does not increase the customer's price.

### 5. Payment and card security

Payments may be processed by an external payment service provider. VOLENG/Eng Consulting BV should not store full card numbers or card security codes. The customer authorises the payment provider to charge amounts that have become due under the confirmed subscription. Failed payments may lead to retries, reminders, suspension and, after reasonable notice, termination. Billing and accounting records may be retained where legally required.

### 6. Renewal and cancellation

Unless a fixed term is expressly stated, subscriptions renew for successive billing periods until cancelled. Cancellation prevents a future renewal or the first paid conversion when performed before the trial deadline. Amounts already due or paid are not normally refundable except where mandatory law requires otherwise or Eng Consulting BV expressly agrees. The exact recurring price and first charge timing must be displayed before confirmation.

### 7. Service availability and changes

Eng Consulting BV aims to provide a reliable VOLENG service but does not guarantee uninterrupted or error-free availability. Maintenance, security work, third-party outages and circumstances beyond reasonable control may affect availability. Features may evolve. Material reductions to paid core functionality will be communicated where reasonably practicable.

## **8. Customer data and data protection**

Each party must comply with applicable data-protection law. Personal data handled for VOLENG is described in the Privacy Policy. Where Eng Consulting BV processes personal data solely on a customer's documented instructions as processor, a separate data processing agreement may be required depending on the customer's use case. The customer remains responsible for having a lawful basis for personal data it uploads or instructs VOLENG to process.

## **9. Security and confidentiality**

Reasonable technical and organisational safeguards will be applied appropriate to the service and risk. Customers must promptly report suspected account compromise or security incidents. Neither party may misuse confidential information received from the other. No internet-connected service can be guaranteed absolutely secure.

## **10. Intellectual property**

Eng Consulting BV and its licensors retain all rights in VOLENG, its software, branding, documentation and underlying technology. A subscription grants a limited, non-exclusive, non-transferable right to use the service during the authorised period. Customer data remains the customer's data, subject to the rights necessary to host, process, secure and provide the service.

## **11. Suspension and termination**

Access may be suspended where reasonably necessary for security, unlawful use, material breach, non-payment, abuse or protection of the service and other customers. Where appropriate, notice and an opportunity to remedy will be provided. On termination, access ends and data is handled according to the Privacy Policy, applicable law and any agreed export or retention arrangements.

## **12. Liability**

To the maximum extent permitted by applicable law, neither party is liable for indirect or consequential losses, loss of profit, loss of opportunity or similar remote losses. This does not limit liability where limitation is prohibited by mandatory law. Customers remain responsible for operational decisions made using the service and for appropriate business-continuity measures.

## **13. Governing law and disputes**

These Terms are governed by Belgian law, without prejudice to mandatory rights that may apply. The parties should first attempt to resolve disputes in good faith. Unless mandatory law provides otherwise, disputes concerning a business subscription are submitted to the competent courts in Belgium.

## **14. Acceptance record and changes**

At checkout Eng Consulting BV may record the accepted Terms version, timestamp, subscription/plan information and related confirmation to document consent and contractual acceptance. Material changes will be communicated where legally required. Version 1.1, effective 5 September 2026.