

GENERAL TERMS OF USE

Last update : 20/12/2023

1. PREAMBLE

Welcome to Pwiic.com!

These General Terms of Use (hereinafter the "GTU") aim to define the terms and conditions under which PWIIC (hereinafter "We" or "the Company") proposes to connect its Members on the site Pwiic.com and its derivatives (hereinafter "the Service"), whether within or outside of it.

These GTU also define the obligations of the Company towards its Members, as well as the conditions under which Members are authorized to use the Service.

To use our Service, you must first familiarize yourself with our GTU. Access to the Service is subject to the unconditional acceptance and compliance with these GTU. By using the site pwiic.com, you agree to these GTU. So, please take a few minutes to read them. Do not use the Service if you do not agree with the GTU.

If you are a B2B partner with a community on Pwiic, please refer to the B2B terms and conditions. [Pwiic's B2B terms and conditions](#) are fully integrated into the general terms of use.

General Concept of PWIIC

- When you book a service, PWIIC provides you with the Platform for which it is responsible, but is not responsible for the service provided (see section 5).
- We allow service seekers to easily compare service providers, but when you make a booking on our Platform, you enter into a contract with the service provider and not with PWIIC.
- The information displayed on our Platform is based on the data provided by service providers, and they are responsible for the content published. You can report inappropriate or inaccurate content to us at any time, and we will do our best to remove misleading content or alert the provider to modify it. However, the provider remains solely responsible for their publications and any other information they transmit.
- What are our revenue sources? We do not buy or sell any products or services. Once the service is booked or performed, you pay service fees to PWIIC (unless you use a premium provider for which no service fees are charged), and the service is paid directly to the service provider's Stripe account.
- How do our suggestion and matching systems work? Service providers' skills deserve to be discovered. Therefore, we use "suggestion" systems on our Platform to help you discover providers that may suit you. However, since each request is specific, we do not guarantee that the provider has the necessary skills for your request. You must discuss each service with the provider, and only they can confirm their competence. As a service seeker, you are responsible for your choice.

- How does the feedback, rating, and badge system work? Each feedback rating is between 1 and 10. To calculate the overall score you see, we sum all the feedback ratings we have received and divide the total by the number of feedback ratings we have received. Ideally, we publish all customer feedback we receive, whether positive or negative, unless they violate our Content Standards and Rules. To ensure that feedback is relevant, we can only accept feedback for services that have actually been provided and paid for through the platform.

- The trust score is calculated based on the number of services provided. It does not reflect the quality of the provider. The "verified identity" badge means that the provider's identity has been verified by the means at our disposal (ID card and sometimes facial recognition). The "pro" badge means that the provider has provided us with a VAT number or equivalent. Only this badge is used to identify them as a professional, even if they claim to be professional in textual content on or off the site. The "premium" badge means that the provider is subscribed to PWIIC, and the service seeker does not pay service fees for their services. This is not a quality badge. The "Pwiichum" badge means that a member is a cooperative.

- How are rates calculated? The rates displayed on our Platform are set by service providers. Service fees are added.

- What types of providers are present on the platform? We ask service providers, regardless of their location, to indicate whether they are acting as individuals or professionals. However, they are responsible for requesting their identity and status badge and keeping their information and badge up to date.

2. LEGAL NOTICE

The website pwiic.com is published by: Pwiic SC (Cooperative Company with Limited Liability), with a fixed capital of 151,200 euros. Registered office and operational headquarters: Avenue du Panthéon 88, 1081 Koekelberg, Belgium - VAT number: BCE No. 0665.814.730. Contact email address: info@pwiic.com

Publisher / Person in charge of Personal Data: Nathalie Devriese, Avenue du Panthéon 88, 1081 Koekelberg, Belgium

The website pwiic.com is hosted by: OVH SAS, a French legal entity, with a capital of 10,174,560 euros, and with its registered office at 2 rue Kellermann 59100 Roubaix.

3. DEFINITIONS

For the purpose of interpretation and execution of these Terms of Use (TOU), the terms and expressions below shall mean, when preceded by a capital letter:

GT, GTU or TU: Refers to the general terms of use of the website, accessible online from the site pwiic.com, i.e., this document as well as the documents (Chartes) and annexes referred to therein.

Skill(s): Refers to one or more service(s) for which a Member considers themselves competent and offers on the Site. As soon as a Member offers their services by sending a Pwiic of type "#GiveHelp" and/or by adding a Skill to their profile, they become a Service Provider. A Skill is complemented by one or more elements that define the exact scope of the service offered, such

as, but not limited to, photos of the Skill, the description of the Skill, or the maximum travel distance for this Skill, the status of the Member (private, professional, ...) for this Skill. The Member's profile of a Service Provider can contain multiple Skills. Skills define how Service Providers will receive Pwiics from other Members.

Content: Refers to information, data, texts, software, music, sounds, photographs, images, graphics, videos, messages, or any other elements that can be uploaded by a Member and accessed by other Members and visitors.

Credit(s) or "Pwiic Coin(s)": Refers to the virtual currency that can be exchanged for vouchers from Pwiic's partners. They are either the counterpart of the funds deposited by the Member on the Site, or values allocated by the Site to Members in exchange for cooperative actions.

Service Request(s): Any request made by a Service Requester to find a Service Provider by launching a Pwiic.

Service Requester(s): Any Member looking for a Service Provider.

Member or "You": User who has registered on the Site.

(Service) Offer(s): Refers to the service proposal made by the Service Provider by launching a Pwiic of type #ProposerService or in response to a Pwiic of type #TrouverService for which they consider themselves competent.

(Service) Provider(s): Refers to any natural or legal person, private or professional, offering their services on the Site pwiic.com.

Member Profile: Refers to an account opened on the Site pwiic.com in the name of a Member, indicating their registration on the Site and subscription to the Service, and containing the Personal Data related to a Member.

Pwiic(s): Refers to a Service Request, object request, carpool request, or a Service Offer, object offer, or carpool offer, which is sent by PwiicBot to Members corresponding to the locations of the offer or request.

Suggested Pwiic(s) or "Selection of Pwiics(s)": Refers to the Pwiics that might interest Members based on the Personal Data present in a Member Profile.

PwiicBot: Refers to the robot (Bot) that "interprets" the Pwiics and sends them to Members.

PwiicHum: Refers to a Member who has taken a share in the capital of the Company Pwiic SCRL.

(Web)Site: Refers to the platform pwiic.com of the Company and its derivatives.

Service(s): Refers to one or more services provided by the Company, notably the matchmaking between Members, the subject of these TOU.

Company: Refers to the SCRL Pwiic, established in Avenue du Panthéon 88, 1081 Koekelberg, Belgium, and registered with the Crossroads Bank for Enterprises (Belgium) under number 0665.814.730.

User: Refers to any internet user using or consulting the Site.

Stripe: Refers to the payment partner of the Company. [Link to Stripe.](#)

4. BINDING FORCE OF THE TERMS OF USE

Registration on the website and the use of the service offered on the website by the Company are subject to the acceptance and compliance with these General Terms of Use (GTU). By accessing the website and using the service, you enter into a contract that binds you to the Company. You also agree to our [Privacy Policy](#), which governs how we manage your personal data, the [Code of Conduct](#), which summarizes best practices for using the service, and the [Cookie Policy](#). The GTU, Privacy Policy, Code of Conduct, and Cookie Policy constitute the entire agreement between the Member and the Company, excluding any other communication or proposal.

By creating a Member Profile on the website, you express your agreement to these documents. We recommend saving or printing these documents.

We reserve the right to modify, add, or delete all or part of these GTU and Codes. You will be informed of such changes primarily through these documents. Therefore, we advise you to regularly consult them to be aware of any changes made. When necessary, or required by law, we will seek your acceptance again in the event of changes to the GTU and Codes. Any new use of the website after changes to the GTU or Codes implies your acceptance of the changes made. If you do not accept these GTU and Codes, you cannot use the website and the service.

5. DESCRIPTION OF THE SERVICE

5.1 The Company provides a Members matchmaking service

The Company offers an intermediary Service (the "Service") for the matchmaking of Members. The Service includes tools that allow Members to send Pwiics to search for or offer a service, an object, carpooling, or to share news or a good deal. It also enables Members to communicate with other Members (for example, via chat), make a price offer to another Member for a Pwiic request, manage online payments between Members paid for a service, track services, manage their Member Profile, or create public pages.

The site offers Members related services such as an identity verification system (badge), an evaluation and ranking system, as well as a phone number verification system.

The Service provided by the company is essentially limited to the intermediary service described in these Terms and Conditions. Under no circumstances can the Company be considered as providing the underlying service. The Service Requester and the Service Provider freely negotiate the conditions for carrying out a mission or transaction, without the Company intervening in these negotiations. The Company, however, offers related services as described above, without hindering the freedom of negotiation between the Service Requester and the Service Provider.

The Site allows finding or offering various services, excluding, however, any service of a political or religious nature, as well as any dating or sexual nature service.

5.2. The relationships between the Members are under their full responsibility.

Each Pwiic is automatically sent to the Members who best match the Request or the Offer, through PwiicBot. PwiicBot is programmed with the aim of avoiding manual searches and facilitating the sending of Requests and Offers. As PwiicBot is a robot, the Company cannot be held responsible for the incorrect sending of a Request or Offer. Service providers respond to the Pwiic and freely offer their services if they consider themselves competent to carry out the mission described in the Pwiic. Requesters of services accept an Offer if they believe that the Service Provider is competent and/or if the Offer is interesting. Requesters of services have the option to accept an Offer and freely engage with Service Providers or any Member of their choice.

The relationship between the Requester of services and the Service Provider is the responsibility of each of these parties, and the Company disclaims any responsibility in case of damage resulting from this relationship, including, but not limited to, the following cases:

Non-payment of a service by the Requester of services;

Poor execution or non-execution of a service by the Service Provider;

Poor condition or quality of the object made available;

Damage to property, animals, or persons suffered by the Requester of services resulting from the services provided by the Service Provider;

Damage to property, animals, or persons suffered by the Service Provider resulting from the provision of services to the Requester of services.

However, the Company provides its Providers with insurance that covers Providers transactions [under certain conditions \(see\)](#). The Company also provides its Members with a secure payment system through its partner STRIPE. In order to benefit from the insurance, payment must be made online. Any claim must be reported within 30 calendar days following the date of the service. A deductible of 380 euros applies.

Members have the option to post reviews on the public page of the Member Profile. These reviews include a score and a comment. In no case can the Company be held responsible for a negative review left on a Member Profile. Members cannot modify or remove a score or comment, but each Member can report a negative score, comment, or unwanted message by contacting customer service at info@pwiic.com. The Company, however, reserves the right to decide whether the review or reported unwanted message should be removed.

6. USE OF THE COMPANY'S SERVICE

6.1. Publication of Pwiics and Creation of Offers

As a Member, provided you meet the conditions to create a Member Profile, you can create and publish Pwiics on the Site.

When publishing your Pwiic, you can add photos, a budget, a location. Each Pwiic must contain a label that defines the type of Pwiic (for example, #OfferService is the label to add if you are offering services on the Site. The exact labels may evolve over time).

You are allowed to publish a Pwiic only if you have the minimum age required to create a Member Profile (18 years).

You are allowed to publish a Pwiic with the #OfferService label (or any other service provider type Pwiic) only if you possess the necessary Skills to offer such a service.

You must comply with the applicable legislation (tax and social). You are solely responsible for declaring your income as a Service Provider. The Company provides you with an Offer system to facilitate the declaration of your income. You must use this system made available to you and must enter the correct and total amount of the estimated offer before the start of the service. The Offer can still evolve at the close of the service, once it has been performed; however, the variation between the estimate made before the start of the service and after the start of the service cannot exceed 20%, or else the insurance provided by the Company cannot cover your services in case of damages. Only the Offer made with the site's offer form is valid (no other document or conversation is valid). The Company is not responsible if you do not comply with the legislation in force in your country, and we reserve the right to delete your Member Profile if necessary. We may also block or delete your member profile if we find that Offers are not made in accordance with our Terms and Conditions or if services are constantly canceled, or if we find that offers are not paid online. If your member profile is blocked or deleted, ongoing subscriptions or other payments made will not be refunded. Ongoing subscriptions remain valid; however, you can request their cancellation after 30 days of blocking. However, this request remains a simple request, and only the Company can decide to terminate the subscriptions to which you have subscribed. Being blocked does not entitle you to any refund or subscription cancellation. If services are still being paid, the Company is free to block your payments, especially but not limited to, if we find a non-compliance with our Terms and Conditions, or social and tax rules.

The service provider will only provide the Skills they actually possess and will therefore not offer services in areas they do not sufficiently master. This requirement applies, of course, but not exclusively, to Skills that require specific legal qualifications, registrations with registers, order tables, or any other official list, or even specific and certified training programs.

A Service Provider cannot submit an Offer for a service that has already started. Furthermore, if the Company observes that the Offer was created on the Site solely to invoke insurance for damages that have already occurred, the Service Provider and the requester will both be liable to compensate the Company.

You are only allowed to publish a Carpool Pwiic if you meet all of the following conditions:

- (i) you have a valid driver's license;
- (ii) you only offer Carpool Pwiics for vehicles of which you are the owner or that you use with the express permission of the owner, and in all cases, that you are authorized to use for carpooling purposes;
- (iii) you are and remain the main driver of the vehicle subject to the Carpool Pwiic;
- (iv) the vehicle has valid third-party insurance;
- (v) you have no medical contraindications or incapacity to drive;
- (vi) the vehicle you plan to use for the journey is a 4-wheeled passenger car, with a maximum of 7 seats, excluding so-called "without a license" cars;
- (vii) you do not plan to publish another Pwiic for the same carpooling journey on the Site;

(viii) you do not offer more seats than available in your vehicle;

(ix) all offered seats have a seatbelt, even if the vehicle is approved with seats without seatbelts;

(x) you use a vehicle in perfect working order and compliant with the usual and legal provisions, particularly with an up-to-date technical inspection;

(xi) you are a private individual and do not act professionally.

The Company is not responsible if you do not comply with the legislation in force in your country regarding Carpooling, and we reserve the right to delete your Member Profile if necessary.

You acknowledge that you are solely responsible for the content of the Pwiic or Offer you publish on the Site. Therefore, you declare and warrant the accuracy and truthfulness of all information contained in your Pwiic or Offer, and this also applies to your Public Pages or any messages you publish.

Your Pwiic will be published on the Site and therefore visible to Members and all visitors, even non-Members, conducting a search on the Site or on the Company's partners' website. The Company reserves the right, at its sole discretion and without notice, to refuse or remove at any time any Pwiic that does not comply with the Terms and Conditions and its Charters or that it considers harmful to its image, that of the Site, or that of the Services.

6.2. Review System

6.2.1. Operation

The Company encourages you to leave a review for another Member with whom you have had interaction. However, you are not allowed to leave a review for another Member with whom you have not had any interaction.

6.2.2. Moderation

Your review, as well as one left by another Member about you, is only visible and published on the site after approval by the Company.

You acknowledge and agree that the Company reserves the right not to publish or remove any review, question, comment, or response that it deems to be in violation of these Terms and Conditions.

The moderation by the Company does not in any way reflect the quality of the left review. You have the option to report an abusive review that another Member left on your Member profile by opening a support ticket at the helpdesk.

7. PRICE OF THE COMPANY'S SERVICE AND PAYMENT TRANSACTIONS BETWEEN MEMBERS

First and foremost, it is necessary to distinguish the price of the Company's service (service fees, subscriptions, credits) from payment transactions between members (Provider's fees).

7.1. Price of the Company's Service

Access, registration on the site, as well as searching, consulting, and publishing Pwiic and Public Pages are free.

7.1.1 Service Fees

When a Member makes an online Offer to provide services, items, or carpooling, the Company adds a commission to this amount, called service fees, ranging between 6% and 15%, depending on the amount, with a minimum of 2 euros. This minimum amount is subject to change and may vary depending on the type of service posted. This commission is visible to the Service Requester and the Service Provider when an offer is made online on the site. If the service provider's Offer evolves or is modified, then the associated service fees also evolve. Any Offer made outside the Offer form available on the site is void.

7.1.2 Premium Service Provider Subscriptions

Service Providers can take a premium subscription. There are no service fees added to Offers from premium service providers. The absence of service fees added to the Offer does not prevent compliance with online payment obligations through the Pwiic.com Site. Additional benefits related to Premium subscriptions may also be added over time.

7.1.3 Credits (or Pwiic Coins)

If a Member wants to highlight their Member Profile and make it more visible on the site, for example by "Boosting a Pwiic," they must have Credits (Pwiic Coins). The number of Credits required varies depending on the content of the Pwiic or Member Profile and is freely defined by the Company. If a provider wants to appear as a suggested profile, they must also have Credits. The Member receives Credits upon registration and by performing certain actions, such as validating their email or adding a profile picture. Free Credits are distributed to allow Members to test the site. Their number may change over time. Obtaining additional Credits: The Member can purchase Credits online if they have none available for free on their Member Profile. The exchange or sale of Credits is strictly prohibited.

7.1.4 Right of Withdrawal

If Credits have been purchased on the site and none of these Credits has been used, the buyer has a period of fourteen (14) calendar days from the day of purchase to withdraw from the purchase, in accordance with applicable legal provisions. In this period, the buyer wishing to withdraw must notify Pwiic SC of their intention to exercise their right of withdrawal by sending a support ticket. Regarding subscriptions, once they are used, for example, if an Offer is made, the right of withdrawal does not apply. The execution of the contract between the Company and the Member begins immediately upon the use of Credits or subscriptions by the Member. From this moment, the contract is fully executed by the Company, and the Member acknowledges that they can no longer exercise any right of withdrawal. Outside the withdrawal terms, Credits, service fees, or subscriptions are not refundable. The price paid for the service provided by the Company is definitively acquired by the Company and will under no circumstances be refunded to the Member, even if they close their Member Profile or if the Company blocks or closes the member profile.

7.2 Payment Transactions Between Members

7.2.1 Service Providers freely set their rates, but to prevent abuse, the Company sets minimum and maximum prices per type of service. If the Offer is outside this range, it will be moderated by the Site, and a decision will be made whether or not to publish it.

7.2.2 Offers must be updated before the start of the service; otherwise, the service provider will not be insured for the transaction. If you offer your services on the Site for remuneration, rent your items, or offer carpooling, the rate asked of another Member for the service, item, or cost-sharing is determined by you, under your sole responsibility, regardless of whether this price corresponds to the minimum and maximum price range tolerated by the Site. The Company can advise you in setting a rate but cannot compel you to apply it as long as you comply with the legislation in force in your country and have a reason that the Company deems valid. However, Offers made by Service Providers must be realistic. If the Company finds that they are not, and for example, the Offer was made at an unreasonably low price, then the provider is not covered by the insurance service provided by the Company. False offers to appeal to insurance are prohibited, and the offer can no longer be modified by more than 20% after the start of the service, under penalty that the transaction is not insured. The responsibility in case of an offer not adapted to reality before the start of the service is shared between the service requester and the service provider. The provider has the option to modify their offer within the deadlines before starting the service, and the service requester has the option to report that the offer is not correct by contacting the Company's helpdesk at any time. An offer cannot be made after the start of the service, under penalty that the transaction is not insured.

7.2.3 Monetary transactions are always made obligatorily through our online payment system on the Site. Cash payments from hand to hand are prohibited, as are direct payments to the provider, regardless of whether it is the service provider who demands it. A service requester can at any time report a provider who sends an invoice to be paid directly or requests payment in cash or outside the Site. The requester, therefore, has no excuse to pay outside the platform. Payments between users must, therefore, imperatively and without exception be made online on the Pwiic.com Site. The Company reserves the right to suspend or delete your Member Profile, limit your access to the Services if, as a service requester, you pay another Member from hand to hand, or if, as a service provider, you get paid or request to be paid from hand to hand. The Company may also claim due payments as well as damages and interest.

7.2.4 Non-commercial and non-professional purpose of using the Services and the Site in the case of carpooling by Drivers. If you offer a carpooling spot, it is strictly forbidden to derive any benefit from the use of our Site. Therefore, you undertake to limit the amount requested from other Members to a contribution to the costs that you ask Passengers to pay. These are costs that you actually incur to make the carpooling trip. Otherwise, you alone will bear the risks of requalification of the operation carried out through the Site. If you offer carpooling on the Site, you undertake to use the Services and the Site only to be connected, on a non-professional and non-commercial basis, with people wishing to share a carpooling trip with you. As a Driver, you undertake not to ask for a contribution to the costs higher than the costs that you actually incur and that would allow you to generate a profit. It is specified that, concerning cost-sharing, you must also, as a Driver, bear your share of the costs associated with the carpooling trip. You are solely responsible for calculating the costs you incur for the carpooling trip and ensuring that the amount requested from your Passengers does not exceed the costs you actually incur (excluding your share of the costs), especially by referring to the applicable flat-rate fiscal mileage. The Company reserves the right to suspend your Member Profile in the event that you use a professional vehicle such as a VTC or taxi, a company vehicle, or a service vehicle and thereby

generate a profit on the Site. You undertake to provide the Company, upon its simple request, with a copy of your registration certificate and/or any other document proving that you are authorized to use this vehicle on the Site and do not derive any profit from it.

7.2.5 In case of non-payment of a service, the Company will intervene as a mediator, but the service provider is responsible for obtaining the due payment. In case of a dispute between the service requester and the service provider, both parties agree through these terms and conditions that the Company will communicate all contact information to both parties or to third parties defending them.

7.3 Payment Partner

The Company's partner for online payments is STRIPE. Payments can be made by credit card or any other means of payment available via STRIPE.

8. MEMBER OBLIGATIONS

In order to use the Service, the Member must have access to the internet, and any associated costs are their responsibility. Users wishing to avail themselves of the Service must create a Member Profile on the Pwiic.com website and provide personal information.

8.1. Eligibility Criteria for Membership

Registration on the site is free and requires the creation of a Member Profile.

8.1.1 Site Registration Conditions

Use of the site is reserved for legal entities or individuals aged 18 and above. Any registration on the site by a minor is strictly prohibited. By accessing, using, or registering on the site, you declare and warrant that you are 18 years or older.

8.1.2 Member Profile Creation

The site allows Members to publish and view Pwiics, create and view public pages and Skills pages of other Members. It enables Members to interact with each other to exchange, seek, or offer a service, object, carpooling, news, or a good deal. You can view Pwiics and public pages of Members even if you are not registered on the site. However, you cannot publish a Pwiic, comment, or message or create a page without first creating a Member Profile.

To create your Member Profile, you must complete all required fields on the registration form.

To register on the site, you must have read and accepted these Terms of Use as well as the attached Charters.

Upon creating your Member Profile, you undertake to provide accurate personal information and keep it up to date through your Member Profile or by notifying the Company to ensure its relevance and accuracy throughout your contractual relationship with the Company. Service providers must have their identity verified. The Company may use third-party services such as

Stripe Identity to verify the identity of Service Providers. Any payment to the service provider may be blocked if the identity of the service provider needs to be revalidated.

The Member must provide true information in their Member Profile as well as in messaging or when posting comments. Members must use their real identity, provide accurate contact information, and provide accurate information about their Skills.

Upon online registration, the User agrees to provide true, accurate, up-to-date, and complete information about their identity, gender, age, skills, or any other information in their profile, in accordance with the relevant legislation. The User undertakes not to create a false identity that could mislead the Company or third parties and not to impersonate the identity of another legal or natural person.

The Service Provider will only provide the Skills they actually possess and will therefore not offer services in areas they do not master or know insufficiently. This requirement applies, of course, but not exclusively, to Skills that require specific legal qualifications, registrations in registers, order boards, or any other official list, or specific and certified training programs.

The Company reserves the right to request written justification of the Member's data at any time, conduct all verifications, and delete any Member Profile whose holder would not immediately submit said justification, or possibly within the time frame given.

The Member must have a valid email address, which the Company will use to confirm registration and communicate any relevant information regarding the Service.

Additionally, the Member must:

Only be the holder of one Member Profile on the website pwiic.com. It is strictly forbidden for the Member to create multiple accounts using different identifiers, but also to use an account opened by another Member, or fraudulently use the identifiers of another Member.

Not have been previously denied access to the site.

Not access the site and use the Service for the purpose of copying, competing, or disrupting the activities of the Company.

Not violate the rights of the Company or third parties, particularly their intellectual property rights.

Comply with the regulations in force in their country of origin, especially the legislation regarding qualification conditions and formalities required to access certain professions, as well as tax legislation and legislation relating to labor law and social security.

You undertake to keep the password chosen when creating your Member Profile confidential and not to disclose it to anyone. In case of loss or disclosure of your password, you undertake to inform the Company without delay. You are solely responsible for the use made of your Member Profile by a third party, as long as you have not expressly notified the Company of the loss, fraudulent use by a third party, or disclosure of your password to a third party.

You undertake not to create or use, under your own identity or that of a third party, other Member Profiles than the one originally created.

8.2. Verification by the Company

In the interest of transparency, building trust, and preventing or detecting fraud, the Company may implement a system to verify the information you provide on your Member profile or during your interactions with other Members. This may include the input of your phone number or the provision of identification.

You acknowledge and agree that any mention on the Site or Services referring to "verified" information or any similar term means only that a Member has successfully passed the existing verification procedure on the Site or Services, thus providing more information about the Member with whom you are interacting. The Company does not guarantee the accuracy, reliability, or validity of the information that has undergone the verification process.

8.3. Non-Compliance with Eligibility Criteria

In case of non-compliance with eligibility criteria, the Company reserves the right to immediately suspend or terminate the Member's profile without notice or compensation, denying access, temporarily or permanently, to all or part of the Service. Any credits present on the Member's profile will not be refunded.

8.4. Prohibited Practices

Members, when using the Service, are required to comply with the instructions provided by the Company. They are prohibited from mentioning their postal address, email address, and/or phone number in the Pwiics they launch, in public questions and answers, or in any other public area of the Site not specifically designated for this purpose.

Members agree not to use the Site for purposes such as:

Posting or communicating in any way:

Illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, discriminatory, privacy-invasive, hateful, racist, or otherwise objectionable content;

Content of a sexual nature or related to a dating service;

Content that infringes on the rights of third parties, including their intellectual property rights;

Advertising content outside designated spaces;

Advertising content in favor of the Company's competitors;

Unsolicited messages, particularly advertising;

Content containing computer viruses or any other code, file, or program designed to interrupt, destroy, or limit the functionality of any software, computer, or telecommunications tool, without limitation;

Attempting to mislead other Users or Members by impersonating the name or corporate name of others, posing as an employee or affiliate of the Company, a moderator, a guide, or a host;

Engaging in marketing operations, including pyramid schemes;

Accessing the Site through any means other than the public interface;

Obstructing or disrupting the operation and access to the Site and the provision of the Service;

Collecting and storing personal data of other Users or Members or attempting to obtain them without authorization using automated means such as robots;

Reproducing, copying, selling, reselling, or exploiting, for commercial or non-commercial purposes, any part of the Service, any use of the Service, any right of access to the Service, or any part of the Site or its content.

Members also agree to comply with the Community Code of Conduct, which is an integral part of these Terms of Service. Compliance with these rules is entirely the responsibility of the Members. The Company is not obliged to verify the compliance of the information on the profiles of Members and the content they publish in advance. Users and Members have the option to report abusive content or behavior contrary to the rules to the Company, and the Company will take appropriate measures after reviewing the complaint.

8.5. Access Terms and Confidentiality

8.5.1. Login Credentials

The Member accesses the Service and its features by entering an identifier corresponding to their email address and a password chosen during the registration process, which will be requested at each login.

The Member undertakes that their email address does not infringe on the rights of third parties, excluding any title that is racist, anti-Semitic, xenophobic, defamatory, or offensive to morals.

It is the responsibility of the Member to take the necessary precautions and security measures to protect their login credentials.

Each Member is responsible for the confidentiality of their password. They must implement the necessary measures to protect their login credentials. The password and the associated Member profile are strictly personal and non-transferable. The Company reserves the right to access a Member's profile for support purposes or to ensure the proper progress of actions taken on the Site.

Each Member is responsible for their Member profile during each usage session. Each access with their password is deemed to be made by the Member. At the end of each session, it is recommended that the Member logs out.

Each Member is responsible for their Member profile until it is closed. If a Member no longer wishes to use their Member profile, it is recommended to close it.

8.5.2. Loss and Theft of Login Credentials

In case of loss or theft of login credentials, or as soon as they become aware of the unauthorized use of their credentials by a third party, the Member must immediately contact the Site team by email at the following address: info@pwiic.com.

The Member can then request the invalidation of their login credentials, the receipt of new credentials, or choose others.

The Company cannot be held responsible for the fraudulent use of a Member's login credentials by a third party.

The Company reserves the right to delete any Member profile containing statements or images contrary to public order and morality.

8.6. Intellectual Property Rights and Content Publication

It is prohibited to copy, modify, or create a derivative work from the Site. The User and the Member acknowledge that the Site contains information, software, photographs, texts, graphics, questions, messages, comments, reactions, ideas, notes, articles, and other documents protected by copyright, database rights, trademark rights, and/or other proprietary rights of the Company, applicable to current and future forms, media, and technologies.

It is forbidden to access the Site by any means other than the one provided by the Company. Therefore, it is prohibited (and you cannot grant permission to others) to copy, modify, create a derivative work, reverse engineer, or attempt to find the source code, sell, assign, sublicense, or transfer in any way any right related to the Service.

The User or Member agrees not to modify the Site in any way and not to use modified versions of the Site, especially to obtain unauthorized access.

The Member may be required to use texts, photos, or videos that may be protected by intellectual property regulations. Until the deletion of this content, according to its privacy settings and by accepting these Terms of Service, the User grants a free, non-exclusive, transferable, sublicensable, and worldwide intellectual property license.

The User or Member agrees not to use, publish, or communicate texts, photos, or videos belonging to third parties without their authorization. The Company cannot be held responsible for the use of content that violates the rights of third parties.

The User or Member is responsible for any content they make accessible to third parties, send by email, or store in personal spaces of the Site or spaces accessible to third parties, download, or otherwise transmit through the Site. Every Member must consider, in their words, the age of the younger Members and will not risk making statements that could offend their sensitivity. Such statements may result in the deletion of the account without notice. The Company may exercise control after the publication on the Site of all content written by Members.

Members PwiicHum who publish on the Site texts, graphics, photos, videos, or an assembly of these elements as part of cooperation actions, and for which they receive Credits, immediately and irrevocably transfer their rights to these elements to the company.

In accordance with applicable law, the Company implements a reporting system identified by the link "Report abuse," accessible to all, allowing Members to report any data that apologizes for crimes against humanity, incites racial hatred or child pornography, incites violence, or infringes on human dignity.

The alert message sent to the Company will automatically indicate the date and time of the alert, the IP address of the sender of the alert, and the reference of the article presenting the incriminated content.

The Member acknowledges being informed that if the Company is alerted to the illegality of content accessible through the Services or transmitted by the Services, including messaging, the Company has the right to immediately remove this content or make access to it impossible, and, in accordance with the law, to provide said content as well as the Member's identification data, upon request, to judicial authorities.

In case of a Member's breach of one or more of these rules, the Company reserves the right to block the account of the Member concerned, delete the disputed messages, prevent the publication of all or part of a Member's profile, and/or block their access to all or part of the services temporarily or permanently.

8.7. Compliance with Applicable Law and Quality

8.7.1. Commitments of Service Requesters

As a Service Requester, you undertake to pay the remuneration negotiated with the Service Provider and to comply with the contract established with them. In case of impediment or change of schedule, you undertake to immediately inform the Service Provider. You undertake to adopt appropriate and responsible behavior, respecting the spirit of the Site.

You commit to publishing your service request as clearly as possible so that Pwiic can send it to the most suitable service providers. The sending of the request to the right providers depends on its accuracy, and PWIIC cannot be held liable for any erroneous sending, regardless of the accuracy of the request. However, the risk of an erroneous sending is more limited when the request is precise. As a service requester, you commit to selecting only service providers who seem competent and qualified. For example, you cannot entrust a service request to a provider with the status of a private individual for a task that must be carried out by a professional, and which could create unfair competition compared to professionals or entail risks of defects or damages (for example, but not limited to, all electrical, heating, plumbing, or roofing works requiring the intervention of a professional). It is the responsibility of the service requester not to entrust professional assignments to providers registered on Pwiic without the PRO badge. Any claim for insurance compensation or damages will be rejected if the service requester entrusts professional services to individuals under the collaborative economy regime. Legal sanctions or disciplinary measures such as blocking the Pwiic account may apply to both the service requester and the service providers not complying with this rule. The service provider also has the obligation not to apply for professional assignments if they have the status of a private individual. Both the service requester and the service provider are responsible if this rule is not followed, and Pwiic will not intervene in favor of either party if this is the case.

8.7.2. Commitments of Service Providers

The Service Provider undertakes to ensure the quality of the services provided to the Service Requester with whom they have contracted. In case of impediment or change of schedule, the Service Provider undertakes to inform the Service Requester immediately. Service Providers undertake to make an offer to Service Requesters and to perform services only if they have all the qualifications, skills, knowledge, competencies, and authorizations necessary or required for the proper performance of their services. The Service Provider acknowledges being solely responsible for complying with all laws, regulations, and obligations applicable to their use of the Site. The Service Provider undertakes to adopt appropriate and responsible behavior,

respecting the spirit of the Site. The Service Provider is required to declare to the tax authorities, in accordance with current legal provisions, the income they receive for services rendered via the Site. The Service Provider undertakes to be paid exclusively online by the Pwiic Site and to make correct and adjusted offers. Offers must be realistic and must be adapted before the start of the service. An offer modified by more than 20% after the start of the service is not covered by the insurance provided by the Company to providers. Both the service requester and the service provider are responsible for verifying that the offer is correctly adapted on the Site and via the Site's form before starting the service. The Service Provider must take out the necessary additional insurance for the exercise of their activity. The Company may ask the Service Provider to provide evidence of their necessary qualifications, insurance, and authorizations; however, the Company is not responsible in case of failure of the provider to subscribe to the necessary insurance.

As a service Provider, you commit to accepting only service requests for which you have the appropriate skills and qualifications. For example, you cannot accept a service request for a task that must be performed by a professional if you have the status of an individual. This could create unfair competition compared to professionals or entail risks of defects or damages (for example, but not limited to, all electrical, heating, plumbing, or roofing works requiring the intervention of a professional). It is your responsibility not to accept professional assignments if you do not have the PRO badge on Pwiic. If you still accept such assignments and carry them out as an individual under the collaborative economy regime, you may be subject to legal sanctions or disciplinary measures such as blocking your Pwiic account. You are also required to correctly declare your status as an individual or professional. If you do not comply with the rules, both you and the service requester may be held responsible, and Pwiic will not intervene in favor of either party in this case.

In case of a Member's breach of one or more of these rules, the Company reserves the right to block the account of the Member concerned, delete the disputed messages, prevent the publication of all or part of a Member's profile, and/or block their access to all or part of the services temporarily or permanently.

8.8. Sanctions

In case of a Member's breach of one or more of these rules, the Company reserves the right to block the account of the Member concerned, delete the disputed messages, prevent the publication of all or part of a Member's profile, and/or block their access to all or part of the services temporarily or permanently.

In case of a breach of one of the obligations described in these Terms of Service or the laws and regulations in force, the Company reserves the right to take any appropriate measure, including sanctions that may go as far as deleting the Member's account, deactivating their profile, terminating the contract, and this without refund of the paid services.

The company will claim all amounts paid outside the platform to providers and both the service requester and the service provider are responsible for paying the fees related to the recovery of sums paid outside the platform.

The Company may also initiate legal proceedings against the Member, if justified.

All actions taken by the Company aim to enforce the rules set out in these Terms of Service and to protect Members against any inappropriate or fraudulent behavior.

8.9. Reporting of Behaviors Contrary to the Rules

If a Member observes that another Member is not complying with the rules set out in these Terms of Service, they are invited to report this behavior to the Company using the reporting tools provided on the Site. The Company undertakes to examine each report and take appropriate measures, respecting the rules of confidentiality.

Reporting abusive behavior does not entitle the reporting Member to any compensation, reimbursement, or compensation. However, the Company will endeavor to preserve the confidentiality of the information transmitted as much as possible.

9. COMPANY OBLIGATIONS

9.1. Responsibility and Duty of Means

Through these Terms and Conditions (T&C), the Company does not undertake any obligation of results regarding the Service but only obligations of means.

As an intermediary between service providers and service seekers, the Company commits to providing the Service, which involves connecting service seekers with service providers offering their services.

As a mere intermediary, despite making efforts to optimize the Service, the Company has no obligation of results, particularly concerning the following elements:

It cannot guarantee the service seeker the quality of the services provided by the service provider with whom they have contracted, nor can it guarantee the service provider that they will be contacted by service seekers, or that they will be paid the agreed-upon remuneration. Similarly, any subscribed paid options cannot be a guarantee of results;

It cannot guarantee that service providers possess all the qualifications, skills, knowledge, competencies, and authorizations necessary or required for the proper execution of their services;

It cannot guarantee that the service seeker will pay the service provider or that payment will be made within the agreed-upon timeframe. The Company will gradually implement tools to allow the service provider to organize payment (for example, by requesting a deposit).

It cannot guarantee that the service provider, even with a premium subscription, will receive a sufficient number of service requests.

It cannot guarantee to the service seeker that the service provider will utilize the insurance made available by the Company.

It cannot guarantee any results related to the use of the member evaluation system, promotions, search engine, and ranking system it provides;

The Company takes all reasonable measures to ensure that the Service is available at all times but cannot be held responsible for interruptions beyond its control, such as the need for maintenance operations, server failures, or problems related to the internet network itself;

The Company offers no guarantee in case of deletion or defective storage of content disseminated or transmitted via the Site;

The Company has no direct control over the quality, safety, or legality of services and the accuracy or truthfulness of content published by users. The Company provides a functionality on the Site allowing users to report potentially abusive content. It is only following such a report that the Company will verify the content published by users;

The Company cannot be held responsible for any direct or indirect damage resulting from the termination of access to the Site, for any reason whatsoever.

Unless there is intentional wrongdoing or gross negligence, the Company does not assume liability for:

Any damage suffered due to technical difficulties on the Site, including viruses, system interruptions, or third-party websites to which it is referred or that refer to the Site;

Any damage caused to your computer system and loss of information resulting from downloading elements on the Site;

Damage resulting from interactive applications;

Damage related to the use of the Site, where the main cause is force majeure, acts of third parties not under the Company's control;

Damage resulting, concerning financial information, from material errors in the information and data on the Site and, for other parts, from any errors in this information and data;

Damage resulting from errors you make when using the Site;

Damage resulting from your assessment of data and information on the Site.

9.2. Privacy Policy and Data Protection

The Company respects the privacy and personal information of Users and Members. It commits to providing them with the means to protect their data and identity to the best of their ability. Members have access to privacy settings that allow them to control which personal data and content are visible to other Users or Members. The features surrounding these privacy settings are constantly evolving for increasingly fine control by the User over their personal data.

For more information on privacy, please refer to our Privacy Policy, available on the Site.

10. SUSPENSION AND CLOSURE OF MEMBER PROFILE BY THE COMPANY

The Company reserves the right to suspend or close a Member Profile under the following circumstances:

When it observes that there is more than one Member Profile for the same identity on the Site;

When it observes that a Member Profile has been created under a false identity with the aim of bypassing the registration conditions;

When it observes that a service provider has too many service cancellations, disputes, or a too low trust score, notably due to infrequent or rare payment through the platform.

When it can reasonably believe, especially following a complaint from a User, that a Member has violated or acted in contradiction with the Terms of Service and/or any applicable legal provisions and/or that the Service is being used for the purpose of conducting, enabling, or facilitating any fraudulent activity;

When it observes that a Member Profile has remained unused for an uninterrupted period of 18 months. Unused means that the Site member has not logged into their account for 18 months.

The Company's right to suspend or close a Member Profile is without prejudice to its right to obtain full compensation for the damage it would suffer as a result of the Member's fraud. No refunds will be made for subscriptions or other paid features. In case of profile suspension, subscriptions remain active until their expiration. Only subscriptions with monthly commitments can be suspended upon request and with a 30-day notice period. In case of a violation of the rules of these Terms of Service, additional damages may also be claimed.

11. DURATION OF THE CONTRACT

The contract comes into effect upon registration with the Service and is concluded for an indefinite period. You have the option to terminate your contractual relationship with the Company at any time, without charges and without stating a reason. To do so, you simply need to go to your Member Profile and click on "Delete my account." You can also request assistance in deleting your Member Profile by sending an ticket to the helpdesk.

12. WARRANTIES

12.1. General Operation of the Service

The Company strives to keep the Service accessible 7 days a week, 24 hours a day, but is not obligated to do so.

The Company may interrupt access for any reason, especially technical ones. The Company is in no way responsible for these interruptions and the consequences that may result for the user or any third party.

The Company reserves the right, at any time and for any reason, to modify or temporarily or permanently interrupt access to all or part of the Site or terminate one or all of the Services mentioned in these terms, without having to inform Users beforehand, and without users having any recourse against the Company.

The Company cannot be held responsible for any direct or indirect damage related to a modification, suspension, or interruption of the Site. The User accepts that the Company cannot be held responsible in any way for any material and/or immaterial and/or direct and indirect damage of any kind and/or resulting from the use or inability to use the Service.

The Company is in no way responsible, without limitation:

For content sent by users on the Site and to Members, and as such, each member indemnifies the Company against any claims and/or actions that any person may bring as a result of the dissemination of one of their contributions;

For the transmission of any data and/or information via the Services allowing interaction between Members;

For any loss of profits, business interruption, loss of data, or any other economic loss;

The Company's liability cannot be invoked in the event of total or partial hacking of the site www.pwiic.com and the damage that this hacking could cause to the members or to a third party.

12.2. Hyperlinks and External Content

Links are available on the Site, set up either by the Company, partners, or third parties, redirecting Users of the Site to other websites or other sources on the internet. The Company has no control or responsibility over third-party websites or external documents to which these links refer. These websites, documents, and content of any kind may be changed, updated, or deleted at any time by the editor responsible for their accessibility to the public. The Company has no control over the formulation of these links or the content of the sites they refer to and cannot be held responsible. The Company warns Users that this advertising content may contain inaccuracies, omissions, gaps, or outdated information. The Company disclaims all responsibility for this content and does not guarantee the truthfulness or completeness of this information.

If the User decides to access any of these sites, they do so at their own risk. The fact that the Company provides a link to a third-party site does not imply that the Company approves, authorizes, or finances this Site or that the Company has any relationship with these third parties.

Furthermore, third-party websites may provide links to our Site. In principle, such links can only be made with the permission of the Company. However, in the event of the Company's agreement, it does not have the means to control the entirety of the content of these websites.

Creating a hyperlink to the homepage of the Site, excluding any other address, is authorized, provided that this link does not harm the Company, unless otherwise decided by the Company. On the other hand, any hyperlink to an internal page of the Site is prohibited, except with the express and prior authorization of the Company.

12.3. Viruses

All data placed on the Site is checked for the presence of known viruses at that time and is regularly checked for the presence of viruses known at the time of the check. However, the Company cannot guarantee the absence of viruses, given the inherent risks of using the Internet.

13. FORCE MAJEURE

13.1. Definition

Neither party will be held liable to the other for the non-performance or delays in the performance of an obligation under this contract due to the other party as a result of the occurrence of force majeure events as defined by law.

Expressly considered as force majeure or fortuitous events are, in addition to those usually accepted by the jurisprudence of courts and tribunals, the blocking of telecommunications, including telecommunications networks, total or partial strike, lockout, riot, civil unrest, insurrection, civil or foreign war, nuclear risk, embargo, confiscation, capture, or destruction by any public authority, weather, epidemic, blocking of transport or supply means for any reason, earthquake, fire, storm, flood, water damage, government or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, any consequence of technological evolution not foreseeable by the Company, questioning the standards and norms of its profession, and any other unforeseeable, irresistible, and independent cases beyond the will of the Parties preventing the normal performance of their mutual obligations.

13.2. Implementation

In the event of such a force majeure event, the obligations of this contract are suspended. If the force majeure situation continues for more than one month, this contract is automatically terminated

14. CHARTERS

The Privacy Policy ([click here](#)), Cookies Charter, ([click here](#)) and the Charter of Community Guidelines ([click here](#)) form an integral part of these General Terms of Services.

15. INTELLECTUAL PROPERTY

Each of the elements, including the trademarks, logos and domain names, appearing on the www.pwiic.com Site, is protected by the laws in force on the intellectual property, and belongs to Pwiic SCRL or is the object of a authorization of use.

No element of the Site may be copied, reproduced, modified, republished, loaded, distorted, transmitted or distributed in any manner whatsoever, in any medium whatsoever, in part or in whole, without the prior written authorization of the Company with the exception of strict use for the needs of the press and subject to the respect of intellectual property rights and any other property rights mentioned.

Any total or partial representation of the Site by any means whatsoever, without the express authorization of the Company is prohibited and constitutes an infringement sanctioned by the legislation in the matter.

The Company reserves the right to pursue any act of infringement of its intellectual property rights.

16. APPLICABLE LAW - CONTRACT LANGUAGE - TRANSACTION - COMPETENT JURISDICTION

16.1 Applicable law

These GTS are governed by Belgian law.

16.2. Language of the contract

The official language of this contract is French. The use of any other language is only indicative. In case of difficulty of interpretation, the Parties will only refer to the [French text](#).

16.3. Transaction

In case of dispute, the Company and the Member undertake to negotiate in good faith with a view to reaching a settlement within one month from the date of the litigation. In case of difficulties in the application, the interpretation or the existence of the TOS or regarding the order, the buyer and Pwiic SCRL undertake, before any action in court, to seek an amicable solution. The Member can access extrajudicial procedures here: <http://www.cecbelgique.be>.

16.4. Court of competent jurisdiction

In case of failure or in the absence of a transaction after a delay of fifteen days from the birth of the dispute, any dispute relating to the use of the Site or concerning acceptance, interpretation or respect Terms will be subject to the sole jurisdiction of the courts of Brussels (Belgium) which will apply Belgian law.

This contract is digitally signed and remains available on the Website www.pwiic.com

17. GENERAL PROVISIONS

If any provision of these Terms of Use is unlawful, void or unenforceable, for any reason, this provision will be considered severable and the validity and binding nature of the other provisions of these Terms will not be affected.

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[Previous GTU version 19/02/2019](#)