



JPf Lawyers & Consultants
Connecting Law with Cyber & IT Security

General Terms and Conditions (GTC)

JPf Lawyers & Consultants BV

BTW BE 0745974342

Bosvelden 8, 2220 Heist-op-den-Berg, Belgium

1. Definitions

1.1 **"Agreement"**: These General Terms and Conditions and any other document or agreement that refers to or incorporates these terms.

1.2 **"Client"**: The person, organization, or entity that subscribes to the services of JPf Lawyers & Consultants.

1.3 **"Services"**: Legal consulting, data protection services, managed services in privacy, cybersecurity, AI compliance, whistleblowing services, and any other legal services provided by JPf Lawyers & Consultants.

1.4 **"Subscription Services"**: Ongoing services provided under the subscription model as described in section 3.1 of this Agreement.

2. Scope of Services

2.1 Legal Consulting Services

JPf Lawyers & Consultants provides legal consulting for privacy law, data protection, general corporate law, contract law, compliance consulting, and other legal matters as requested by the Client.

2.2 Data Protection Services

JPf offers consulting services related to data protection, including Data Protection Impact Assessments (DPIAs), legal support for data subject rights, the implementation of privacy policies, and ensuring GDPR compliance.

2.3 Managed Services

JPf offers managed services to support privacy, cybersecurity, and IT security, including continuous monitoring, security audits, whistleblowing services, and assistance with AI compliance.

2.4 Whistleblowing Services

JPf provides a comprehensive whistleblowing service that includes setting up secure systems for reporting and managing whistleblower submissions in compliance with relevant legislation.



2.5 AI Compliance Services

Consultancy for ensuring compliance with current and emerging regulations around artificial intelligence, including data protection considerations, accountability frameworks, and ethical guidelines.

2.6 Project-Based Legal Consulting

JPF also provides legal consultants for various client projects, offering ad-hoc legal expertise based on the specific requirements of the Client.

3. Fees and Payment Terms

3.1 Fee Structure

JPF charges fees based on the nature and complexity of the services provided. Fees may be structured on an **hourly**, **fixed**, or **project** basis, as agreed between JPF and the Client. Hourly rates will be communicated in advance and may vary depending on the specific type of service provided.

3.2 Payment Terms

All invoices are payable within **30 days** of the invoice date, unless otherwise specified in writing. Payments should be made via **bank transfer** or any other method mutually agreed upon between JPF and the Client.

3.3 Late Payment

Any late payments will incur an interest charge of **2% per month** on the outstanding balance. The Client is also liable for any costs incurred by JPF in collecting overdue payments, including but not limited to legal fees, administrative costs, and debt collection expenses.

3.4 Additional Costs

The Client may be responsible for reimbursing any additional costs incurred by JPF in the provision of services, including but not limited to **travel expenses**, **third-party services**, and other **out-of-pocket expenses**. These costs will be clearly outlined in the engagement letter and agreed upon by both parties in advance.

4. Subscription Services

4.1 Overview

JPF offers three different subscription service plans based on the level of service required:

- **Basic Subscription Package:** Includes essential privacy and legal services, access to the client portal, and standard privacy and security support.



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- **Medium Subscription Package:** Includes extended legal and compliance support, regular privacy audits, and more frequent consultancy on cybersecurity and data protection matters.
- **Premium Subscription Package:** Includes all features of the Basic and Medium packages, priority support, access to the **JPFL Platform and Toolkit**, in-house privacy and cybersecurity training, and compliance monitoring.

4.2 Subscription Term

- **Initial Subscription Period:** The subscription term for your chosen package will be **24 months**, beginning from the date of acceptance of the Online Subscription Agreement and receipt of the applicable payment.
- **Renewal Subscription Period:** After the initial 24-month term, the subscription will automatically renew for successive **12-month periods**, unless terminated by either party in accordance with the termination provisions outlined below.

4.3 Payment Terms for Subscription Services

- **Payment Options:** Clients may choose between:
 - **One-Time Payment:** A single payment for the full term of the subscription.
 - **Monthly Payments:** Payments made monthly, with an additional administrative fee of **€5 per month** for processing.
- **Payment Schedule:** Monthly payments are due on the **first day of each month**. Clients are required to provide a valid payment method, and JPFL is authorized to charge the Client's account on the agreed-upon date. Late payments may result in late fees and/or suspension of services.
- **Price and Payment Details:** Subscription fees are outlined on the **JPFL website**. JPFL reserves the right to adjust pricing for renewal periods, provided that notice is given at least **30 days** before the end of the initial or renewal term.

4.4 JPFL Platform and Toolkit

- **Overview:** The **JPFL Platform and Toolkit** provides access to resources to manage compliance with data protection regulations, including templates, training materials, and tools for effective privacy management.
- **Pricing:**
 - **Basic and Medium Subscription Packages:** Access to the JPFL Platform and Toolkit is available for an additional fee of **€350 per month**.



- **Premium Subscription Package:** Access to the JPF Platform and Toolkit is included in the subscription fee.
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5. Client Obligations

5.1 Compliance with Legal Obligations

The Client agrees to comply with all applicable laws, including data protection regulations such as the GDPR, and acknowledges that JPF's role is to advise and assist in achieving compliance.

5.2 Cooperation

The Client agrees to provide JPF with all relevant information, documentation, and access required to perform the services as outlined in this Agreement.

5.3 Payment of Fees

The Client agrees to pay the agreed-upon fees as per the payment terms outlined in Section 3.

6. Termination

6.1 Termination by Client

The Client may terminate this Agreement at any time by providing **30 days written notice** to JPF. Early termination may result in a cancellation fee if applicable.

6.2 Termination by JPF

JPF reserves the right to terminate this Agreement with **30 days written notice** if the Client fails to comply with the terms and conditions, including payment obligations.

6.3 Effect of Termination

Upon termination, the Client shall pay any outstanding fees for services rendered up to the date of termination.

7. Confidentiality

7.1 Confidential Information

Both parties agree to treat all information disclosed during the course of this Agreement as confidential and to use such information solely for the purpose of fulfilling the obligations set out in this Agreement. This obligation applies to all business, technical, or financial information that is not generally available to the public and is marked or identified as confidential by the disclosing party.



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7.2 Exceptions to Confidentiality

The confidentiality obligations in this Agreement do not apply to information that:

- Was already in the possession of the receiving party prior to disclosure without any obligation of confidentiality;
- Becomes public knowledge through no fault of the receiving party;
- Is disclosed to comply with a legal requirement, such as a subpoena or court order, provided the receiving party promptly notifies the disclosing party to allow them to seek protective measures;
- Is disclosed to third parties with the prior written consent of the disclosing party.

7.3 Data Protection Compliance

JPF and the Client agree to comply with all applicable laws regarding data protection, including the **General Data Protection Regulation (GDPR)**. The Client's personal data and any other confidential information shall be processed solely for the purposes defined under this Agreement, and both parties shall take necessary measures to ensure the security and confidentiality of such data.

8. Limitation of Liability

8.1 General Limitation of Liability

Neither JPF nor the Client shall be liable for any consequential, incidental, special, or punitive damages arising out of or in connection with the provision of services under this Agreement. This includes any loss of profits, loss of business, loss of data, or loss of goodwill, even if advised of the possibility of such damages.

8.2 Cap on Liability

The liability of JPF for any direct damages arising from the performance of this Agreement shall be limited to the total amount of fees paid by the Client to JPF for the services rendered during the **12-month period** immediately preceding the event causing the damage. This cap on liability applies regardless of the cause of action (whether in contract, tort, or otherwise).

8.3 Exclusions of Liability

JPF will not be liable for any damages resulting from:

- The Client's failure to comply with the recommendations provided by JPF;
- Any breach of obligations by third-party providers or contractors hired by the Client;
- Any errors or omissions arising from the Client's failure to provide complete and accurate information.



9. Force Majeure

9.1 Definition of Force Majeure

Neither party will be held liable for any delay or failure in performance of their obligations under this Agreement due to events beyond their reasonable control, including but not limited to:

- Natural disasters (earthquakes, floods, hurricanes);
- War, terrorism, or other acts of public violence;
- Strikes, labor disputes, or other industrial actions;
- Governmental actions, including changes in laws or regulations;
- Shortages or unavailability of resources or supplies;
- Cyberattacks or breaches that disrupt service delivery.

9.2 Notification and Mitigation

If either party is affected by a force majeure event, they shall promptly notify the other party in writing and take reasonable steps to mitigate the impact of the event. If the force majeure event lasts for more than **30 days**, either party may terminate this Agreement by providing written notice to the other party.

10. Dispute Resolution

10.1 Negotiation

In the event of a dispute arising out of or relating to this Agreement, both parties agree to first attempt to resolve the dispute through **negotiation**. Each party shall designate a representative with the authority to resolve the dispute. Negotiations shall be conducted in good faith, and both parties will use reasonable efforts to reach a mutually agreeable solution.

10.2 Mediation

If the dispute cannot be resolved through negotiation, the parties agree to submit the matter to **mediation** before a neutral third-party mediator. The mediation shall be conducted in **Antwerp, Belgium**, and both parties shall mutually agree on a mediator. If mediation fails to resolve the dispute within **60 days** from the initiation of mediation, the parties may proceed to litigation as set out below.



10.3 Litigation

If the dispute remains unresolved after **negotiation** and **mediation**, the parties agree that the competent court for any legal action shall be the **Court of First Instance in Antwerp**, Belgium. Both parties submit to the exclusive jurisdiction of this court.

10.4 Interim Relief

Notwithstanding the provisions for negotiation and mediation, either party may seek interim or emergency relief from any court of competent jurisdiction at any time, including to prevent the infringement of intellectual property rights or to preserve the status quo during the course of dispute resolution.

11. Governing Law

11.1 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of **Belgium**. Any conflict of law principles shall not apply, and the interpretation of this Agreement shall be based on Belgian law.

11.2 Jurisdiction

The exclusive jurisdiction for any dispute arising from or related to this Agreement shall be the **competent court in Antwerp**, Belgium.