recommand

Terms of Service

Effective date: 2025-11-12

These general terms and conditions (hereinafter: "Terms of Service") apply to all services and agreements between BRBX BV, located at Nieuwdorp 5, 3990 Peer, Belgium, registered with the Crossroads Bank for Enterprises under number 1012.081.766 (hereinafter: "Recommand"), and its customers.

1. Scope and Definitions

1.1 Recommand acts as a certified Peppol Access Point (Peppol Service Provider) and enables businesses to send and receive electronic documents, such as invoices and order messages, via the Peppol network. To this end, Recommand provides an open-source API, supplemented by a commercial managed offering in which Recommand ensures technical operation, network connectivity, certification, and operational support.

1.2 "Customer" means any natural or legal person who uses the services of Recommand. "Services" means all software, API, and support services offered by Recommand.

1.3 These terms apply to all offers, agreements, orders, and deliveries, unless expressly deviated from in writing by both parties.

1.4 By using Recommand's services, the Customer fully accepts these terms.

2. Services and License

2.1 The Recommand API is open source and freely available under the GNU Affero General Public License v3 (AGPLv3). The source code can be consulted at: https://github.com/brbxai/recommand-peppol.

2.2 Customers may use this source code under the conditions of this license. Recommand bears no responsibility for self-hosted implementations of the open-source code.

2.3 Use of Recommand as a certified Peppol Access Point requires a subscription with corresponding fees (see Article 4).

2.4 Customers retain access to the API and dashboard as long as they have a valid subscription.

3. Intellectual Property

3.1 The Recommand brand name, as well as all non-public software components, dashboards, documentation, and marketing materials, remain the property of BRBX BV.

3.2 The Customer receives only a limited, non-exclusive, non-transferable right to use the services provided by Recommand.

3.3 Use of the open-source component of the Recommand API under the AGPLv3 license does not affect Recommand's intellectual property rights to its brand, closed-source modules, documentation, and commercial platform components.

4. Pricing, Payment and Price Changes

4.1 The Customer selects a pricing plan based on the current information available at recommand.eu/pricing. Prices are listed excluding VAT, unless stated otherwise.

4.2 Payment is made via automatic monthly invoicing, unless otherwise agreed.

4.3 Late payments incur interest and a fixed compensation fee in accordance with the Belgian Act on combating late payment in commercial transactions.

4.4 Recommand reserves the right to change its prices with at least 30 days' prior notice. If the Customer does not agree to the updated prices, they may terminate the agreement before the effective date of the change.

5. Hosting, Availability and SLA

5.1 Recommand aims for 99.9% availability for its managed services. Maintenance and updates will be announced in advance.

5.2 Recommand cannot be held liable for limitations or interruptions caused by external factors such as network providers or force majeure.

5.3 Specific service levels, response times, and maintenance procedures are described in the separate Service Level Agreement (SLA), which forms an integral part of this agreement.

6. Liability

6.1 Recommand is not liable for indirect damages, loss of profits, loss of data, or any consequence arising from the use of its software or services.

6.2 If liability is nevertheless established, it is limited to the amount the Customer paid in the three months preceding the damage event.

6.3 Recommand is not liable for errors or damages resulting from incorrect or incomplete data provided by the Customer.

7. Termination and Data Storage

7.1 Either party may terminate the agreement in writing with one month's notice.

7.2 In the event of breach of contract or non-payment, Recommand may immediately suspend access to its services.

7.3 Recommand reserves the right to terminate the agreement immediately in cases of misuse, infringement of third-party rights, or violation of applicable laws or regulations by the Customer.

7.4 Upon termination, Recommand will retain available data for up to 90 days to allow export, after which the data will be securely deleted in accordance with the Data Processing Agreement.

8. Data Protection

8.1 Recommand processes personal data in accordance with its Privacy Policy, available at recommand.eu/privacy.

8.2 To the extent that Recommand processes personal data on behalf of the Customer as part of the Services, the Customer acts as data controller and Recommand as processor within the meaning of the GDPR. The rights and obligations of the parties in this context are set out in the Data Processing Agreement (DPA).

8.3 The Customer confirms that they comply with all legal obligations as a data controller when using the services.

8.4 Recommand takes appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, loss, or destruction.

9. Governing Law and Jurisdiction

9.1 This agreement is governed exclusively by Belgian law.

9.2 The Vienna Sales Convention (CISG) explicitly does not apply.

9.3 Any disputes are subject to the exclusive jurisdiction of the courts of Antwerp, Hasselt division.

Contact information:

Recommand (BRBX BV)
Nieuwdorp 5, 3990 Peer, Belgium
Email: info@recommand.eu
Website: recommand.eu