

I. Legal Notice

The data contained here corresponds to the entity that owns the website B2Brouter.net.

- Title: INVINET SISTEMES 2003, S.L.,
- Address: Avenida Diagonal 433.1-1, CP 08036, Barcelona (Spain)
- Telephone: +34 902 504 831
- Email: comercial@B2Brouter.net
- CIF: ESB63276174
- Registration: Registered in the Mercantile Registry of Barcelona, Volume 35869, Folio 220, Page B-269081
- Legal representative: Oriol Bausà Peris

II. Terms and conditions

1. Subject matter

1.1. About this Document

This document contains the full text of the General Terms and Conditions of Use applying to Services provided by B2Brouter (<https://www.b2brouter.net>). These Terms and Conditions constitute an agreement between you and INVINET Sistemas 2003 S.L., (hereinafter: “INVINET”).

Any individual agreement or special conditions that may be established in your case, in particular but without limitation when subscribing to the “Enterprise” plan, shall always prevail upon these Terms and Conditions.

B2Brouter is a web platform, owned by INVINET, protected by copyright. INVINET Sistemas 2003, S.L., with CIF B63276174, is a limited liability company with its registered address in Avenida Diagonal 433 1-1, 08036 Barcelona (Spain), recorded in the Mercantile Register of Barcelona, Volume 35869, Sheet 220, Page B-269081.

These Terms and Conditions apply to the use of the services provided by B2Brouter. The services may be provided in the languages available on the website.

By registering as a USER and using B2Brouter services, you accept these Terms and Conditions completely and unconditionally.

1.2. Preconditions for closing a contract

INVINET's offer is exclusively intended for legal and natural persons other than consumers. By entering into a contract with INVINET under these Terms and Conditions, users confirm that they meet this requirement.

In any case, INVINET reserves the right to verify the existence of this requirement.

1.3. Changes to these Terms and Conditions

These Terms and Conditions can be modified at any time by publishing a new version on the B2Brouter website. Unless otherwise specified, the updated version will become effective by the date stated on the website.

2. Service description

2.1. What is B2Brouter?

B2Brouter is a platform that allows USERS to send and receive electronic documents such as invoices. Among other functionalities, it offers tools for the storing and visualising of invoices, access control and electronic signature.

2.2. What services does it offer?

The B2Brouter platform offers registered USERS a free basic service for issuing and sending electronic invoices.

Against payment it offers additional document managing services such as conversion to other formats, management of invoice issuing and receiving channels or storage.

Furthermore,

Furthermore, any registered user will have the option to pay and collect their invoices from within their B2Brouter account.

We use a certified and secure payment service provider "[Stripe](#)", with whom we have a Data Processing Agreement, as established in the General Data Protection Regulation (GDPR).

In order to use this option, it is essential to be previously registered with our Provider.

The payment or collection through this option implies the prior acceptance of the conditions of our provider, which are unrelated to those of B2Brouter.

2.3. Who offers these Services?

B2Brouter is a service created by INVINET, a consultancy and services company specializing in e-commerce solutions.

For further information about the Services, you can contact us at comercial@b2brouter.net.

3. User Accounts

3.1 Requirements to create a User Account

To create an account, USERS must:

- be natural persons and adults and/or have legal capacity;
- or be a legal person duly incorporated and registered under the law to operate on the market; .
- correctly complete our registration process to open an Account.
- B2Brouter services are only available after creating a User Account.

3.2 Account opening

To open a user account and successfully complete registration, the USER must:

- specify name and surname, e-mail address and choose a password. With the email address and password, USERS can log in and use the services;
- accept these Terms and Conditions.

The USER will receive an email after completing the registration process to validate and confirm the accuracy of the information provided. After the validation, the USER will be able to use the services on the B2Brouter platform.

3.3 Identification

To log into the User Account and use B2Brouter services, Users must first identify themselves by entering the following information:

- the email address used to register.
- the password is chosen during the registration process.

The USER is responsible for storing the password safely and will inform INVINET immediately in case of it being stolen, lost or misused by third parties (by sending an email to comercial@b2brouter.net or via the “Support” section). In case of failure to do so, the USER will be held responsible for any consequences or damages resulting from unauthorised or improper use of the password.

3.4 Account termination or restriction

USERS may terminate User Accounts at any time or delete them via the personal support area.

INVINET reserves the right to terminate an Account or restrict its functionalities without prior notice to the USER whenever INVINET suspects or confirms that the Account is being used for illegal purposes or in breach of the contract between the USER and INVINET.

4. Subscription plans

B2Brouter offers four different subscription plans designed to meet the needs of diverse business types:

- Basic (free)
- Professional (premium)
- Business (premium)
- Enterprise. (premium)

The services included in each of the plans are those displayed on the website at the time USERS subscribe.

The price of the Enterprise subscription plan is stated at the time of order by the USER. Prices of all other premium plans are specified on the website next to the description of each plan.

For further information regarding the price and details of each of the services available on the B2Brouter platform, please contact us.

4.1. Basic

This subscription plan is free of charge and allows for the sending of an unlimited number of electronic invoices to Public Agencies and private companies. Invoices can be accessed, displayed and downloaded on the platform for a period of 3 months after creation. After this period, access to the invoices is no longer possible.

This plan additionally allows for the possibility to provide invoices with a delegated signature without the need for an own digital certificate. For further information, please contact us.

4.2. Professional

This plan is designed for traders and the self-employed individuals. In addition to the functionalities of the Basic plan, this plan allows saving invoices on the platform for a period of five years, attach documents to invoices, create credit notes, import invoices in XML, authorise SEPA mandates for direct debit, sign invoices with your own digital certificate, draft quotes, obtain customer support priority.

4.3. Business

This plan is designed for SMEs. It includes the functionalities of the previous plans and also allows for the receipt of orders and invoices, the automatic conversion of orders into invoices, the reception and sending of any type of documents through the international network PEPPOL, the exportation of invoices in CSV format.

4.4. Enterprise

This plan is designed for companies with a high volume of transactions. It includes all features of the packages described above. In addition, companies using this plan can integrate their ERP or invoicing system (e.g., SAGE, SAP, MS Dynamics) through our API, define their own business rules and implement them into a customized web portal form. Furthermore this plan allows for massive electronic importation of documents, supporting of different file formats and standards (EDI, CSV, XML, etc.), delivery channels (PEPPOL, EDI, etc.).

4.5 Fall back to the Basic plan

Subscription plans offered against payment (i.e. Professional, Business and Enterprise) shall automatically convert into the free “Basic” plan upon expiration of the paying subscription term, unless USERS renew it in due time.

In accordance with the provisions of art. 4.1 above, invoices older than 3 months at the time of conversion will automatically become unavailable.

5. Payment methods

If you have opted for a premium plan, you may select one of the payment methods for the service subscription among those listed on the platform, i.e. credit card, bank transfer or direct debit. These last two options are subject to verification by our Administrative Department, for the correct activation of the service.

- Credit card: Any fees paid via credit card are charged immediately. Accordingly, the subscription chosen will be activated automatically and the corresponding invoice will be issued. If you do not receive the invoice, you can retrieve it within your B2Brouter Account, under invoices/received invoices.
- Direct debit: If you choose this payment method, you will be provided with a SEPA mandate to be filled in, signed and upload to the portal. B2Brouter receives the request, validates the information and activates the subscription. Once the subscription chosen has been activated, the corresponding invoice

will be generated and sent. If you do not receive the invoice you can retrieve it within your B2Brouter Account, under invoices/received invoices.

- Bank transfer: If you choose this option, the platform will ask you to upload a proof of payment. Payments must be done to the IBAN account displayed on the platform. Upon receipt of the proof of payment, B2Brouter activates the chosen subscription and the corresponding invoice is generated and sent. If you do not receive the invoice you can retrieve it within your B2Brouter Account, under invoices/received invoices.

This last method of payment does not allow for the auto-renewal of subscriptions. Therefore, in order to uphold your subscription you have to renew it manually each year by paying the relevant fee.

5.1. Renewal

Regardless of the payment method chosen when subscribing to a Professional or Business plan one month prior to expiration of the subscription USERS will receive a reminder about the upcoming expiration.

If USERS have chosen credit card or direct debit as payment methods, their Account will be auto-renewed upon expiration per default setting, unless they deactivate the auto-renewal as described below.

The deadline for deactivating the automatic renewal is 48 hours before renewal in the case of direct debit payment and 24 hours before renewal in the case of credit card payment. Auto-renewal preferences can be set the Account.

6. Right of cancellation

USERS having subscribed to a premium plan may cancel their subscription and receive a full refund of the amount paid within a period of fourteen (14) calendar days from the day of signing up for the plan without stating a reason, by sending an unambiguous notice to comercial@b2brouter.net.

If the USER fails to cancel the subscription before the end of the 14-days term from the date of subscription, the USER will lose the right to cancel.

Refunds will be made without delay and using the same method of payment used for the original transaction.

7. Special Conditions

7.1. Electronic invoicing in Spain

The following conditions apply if the recipient of the invoice is in Spain.

With respect to the data and representations of the involved parties, B2BRouter acts as a reliable third party within the terms of Article 25 of Law 34/2002, July 11th, on Services of the Information Society and Electronic Commerce in Spain.

According to the current legislation, Royal Decree 1619/2012, of November 30th, which approves the Regulation to control the invoicing obligations (hereinafter RDOF), the sending of an electronic invoice is subject to the recipient's consent. In addition, the chosen electronic means of communication must guarantee to the issuer the authenticity of the invoice's origin, the integrity of its content and its legibility from the date of issue and throughout the storage period. Regarding the storage of the invoice by electronic systems, it is necessary to guarantee its readability in the original format in which it was received or issued, as well as, if applicable, that of the corresponding data and signature authentication mechanisms or other authorized elements that guarantee the authenticity of the invoice's origin and the integrity of its content.

The guarantee of the origin authenticity and the content integrity of the invoices that have been issued by electronic means can be proved in various forms, either by the use of an advanced electronic signature or by a qualified electronic signature, according to the terms of Article 3.11 and 3.12 of the European Parliament and Council Regulation (EU) No 910/2014 from 23 July 2014 on electronic identification and reliable services for electronic transactions in the internal market, based either on an electronic signature certificate linking the validation data of a signature to a natural person and confirming it, at least the name or pseudonym of that person, or on a qualified electronic signature certificate issued by a reliable qualified service provider which fulfils the requirements of Annex I according to Article 14 and 15 of Article 3 from the abovementioned Regulation.

The service offered by B2BRouter complies with the requirements of both the Royal Decree and, if applicable, ORDER EHA/962/2007, of April 10th, which implements certain provisions about electronic invoicing and electronic storage of invoices, contained in Royal Decree 1496/2003, of November 28th, which approves the regulation establishing invoicing obligations: on one hand and through the subscription service, by incorporating the USER's own electronic signature into the invoices sent via the platform; on the other hand and free of charge for the USER, by delegating INVINET to send the invoices in their name. INVINET will use its own electronic signature, which complies with the above-mentioned requirements. In the latter case, the following applies:

- The USER confirms that he has been authorised by the invoice recipient (hereinafter, "RECIPIENT") to issue the invoices associated with the services

performed and/or products sold, through the use of electronic means of communication.

- For the sole purpose of carrying out the electronic invoicing activity referred to the RECIPIENT, the USER authorizes INVINET SISTEMES 2003 , to issue, sign and send electronic invoices to the RECIPIENT using its own electronic signature in the name and on behalf of the USER.
- The USER acknowledges and accepts that:
 - The USER shall be the responsible for the fulfilment of all the duties established in the preliminary section of the RDOF.
 - The USER is the only person directly liable to the RECIPIENT and to third parties for invoices issued by INVINET.
 - The USER is solely responsible for the validity of invoices as well as for the truthfulness of the data contained in it.
 - By this agreement INVINET does not take on any obligation of storage and / or custody of the invoices of the USER of Basic Accounts, as described in the RDOF.
 - In addition, INVINET does not participate in electronic commerce transactions, or in transaction of any other kind, that are carried out between the USER and the RECIPIENT of invoices . Therefore, INVINET will not be responsible for the result of the negotiations, nor for the damages that may arise from any products and/or services exchanged between such parties.
 - USER and, as the case may be, RECIPIENT, are each one liable for the information they include or provide with regard to the content of the invoices, and commit to hold INVINET fully harmless from and against any damages resulting from errors, omissions, incorrections or any other cause, including any virus that may be present in the exchanged information.

7.2 Peppol

As a member of OpenPEPPOL AISBL, B2Brouter guarantees that the services provided will be reliable, professional and in compliance with applicable law. We are governed by the agreements PEPPOL Transport Infrastructure Agreements (TIA), available at www.peppol.eu and supervised by the PEPPOL “Danish Business Authority”.

Under these agreements, Users who wish to send or receive documents through the Peppol network will have to prove ownership of the identifier they want to use to this network by sending a supporting document to the B2Brouter platform.

8. Data Protection / Security

The collection and processing of personal data by INVINET takes place according to the applicable data protection provisions. Please refer to our Privacy Policy to find out more.

9. Intellectual Property

All applications and programs that enable B2Brouter, including website design, databases (including templates or sample documents), navigation structure, text, images, animations, logos or names, belong to INVINET or, where indicated, to its third-party licensors. Any and all exclusive rights therein are reserved to INVINET or, as the case may be, its licensors.

USERS may therefore not use any such content in any way that is not necessary or implicit in the proper use of the Service, including but not limited to the reproduction, transformation, distribution of such content, as well as any act of decompilation or reverse engineering, except for the viewing, reproduction, or editing of documents within the B2Brouter platform is prohibited.

10. Liability and guarantees

10.1. General use of B2Brouter

INVINET guarantees that the system is not affected by serious and repeated errors or defects in programming, compilation or design, and guarantees the storing of information hosted on its servers. INVINET bears therefore liability within the statutory limits of Spanish legislation, excluding in any case damages and losses resulting from an accident, improper, unauthorised or unforeseen use, as well as any other, direct or indirect, consequential, incidental or special damages or losses, including but not limited to any loss of profit, interruption of work, or for any claim asserted by third parties as a result of the foregoing.

INVINET is in particular not liable for irregularities, failures, errors, direct or indirect damages caused to the computer system or the files or documents stored therein, which are caused by or arising from:

- The ability or quality of your computer system or the presence of a virus on your computer that is used for access or use of the products or services purchased.
- Your connection or Internet access.

- A malfunction in your browser or other applications installed on your system, or use the same versions that are not updated or failure to obtain the corresponding user license.

10.2. Use of content

INVINET merely provides a platform with the elements, applications and functionality and content as detailed in these Terms and Conditions or otherwise resulting from the platform.

The use of the platform content for commercial purposes or its distribution, transformation or communication is expressly prohibited. INVINET shall not be responsible for any consequence, damage or prejudice that may arise from the use of the information. USERS may not use the information published on the platform for illegal or damaging purposes or effects, damage or disable the information or carry out any other action in breach of these Terms and Conditions or the law.

In no case shall INVINET be liable for quality, reliability or suitability of the data provided by USERS or third-party platforms, or for the infringement of intellectual property rights, disclosure of trade secrets or personal data and information, violation of privacy or breaches of any civil, criminal or administrative provision that may have been committed by or through such content.

INVINET shall not be liable for the use of documents or contracts outside the B2BRouter service or for the outcome of any transaction between USERS.

In particular, USERS acknowledge and confirm that they are duly authorised to provide personal data or information referring to any third parties (such as, for instance, invoice recipients) to the Platform when using the electronic invoicing features and commit to hold INVINET harmless from and against any claim asserted by such third parties due to or in connection with the provision of the above-mentioned data or information.

11. Availability of the platform

The service of B2BRouter is provided “as is”. INVINET does not guarantee an uninterrupted or error-free operation or availability of the service at all time, but shall exert its best efforts to achieve this target.

INVINET reserves the right to make, at any time, changes and updates to the service, its contents, configuration, availability and presentation of information without prejudice to the rights acquired, and to temporarily suspend access for purposes of maintenance or to improve the service.

In no case shall any such change, interruption or suspension entitle USERS to claim any direct or indirect damages resulting thereof.

12. Applicable law

These Terms and Conditions are construed and governed according to the laws of Spain. To the extent permitted by law, any controversy resulting from or in connection with these Terms and Conditions shall be decided before the Courts and Tribunals of the city of Barcelona, Spain.

Service Terms and Conditions were updated for the last time on June 7th, 2021.