

GENERAL TERMS AND CONDITIONS

Version: A01

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Article 1 – Definitions

In these general terms and conditions the following terms are understood to mean:

1. WebAuditPlus

The name of the website audit service offered by Belitum BV.

2. Service provider

Belitum BV, a private limited company under Belgian law, with registered office at Terlindenstraat 41, 1790 Affligem, Belgium. Registered with the Crossroads Bank for Enterprises under number BE 0779.270.185.

3. Customer

Any legal entity acting in a professional or business context and using the services of WebAuditPlus.

4. Service

Performing a website audit, resulting in a digital report with technical, security, privacy, SEO, and compliance indicators.

5. Report

The WebAuditPlus website audit report created by Belitum BV in PDF format.

Article 2 – Applicability

1. These general terms and conditions apply to all offers, orders, payments, agreements and services of WebAuditPlus.
2. These general terms and conditions also apply to the use of the website webauditplus.com and to all requests, interactions, and preparatory actions leading to the implementation of the WebAuditPlus service.
3. The information on the webauditplus.com website is for informational purposes only and does not constitute a binding offer, professional advice, or guarantee, unless expressly agreed otherwise in the context of a paid WebAuditPlus service.
4. Deviations from these conditions are only valid if they have been expressly confirmed in writing by Belitum BV.
5. The customer's general terms and conditions are expressly excluded, even if they stipulate that they are the only ones applicable.

Article 3 – Description of the service

1. WebAuditPlus delivers a customized website audit, based on

- technical and indicator-based analysis
 - publicly accessible information
2. The audit includes, depending on the modules
 - security (TLS, headers, server configuration)
 - privacy & GDPR indicators
 - compliance indicators (ISO/IEC 27001, OWASP – web-relevant)
 - SEO (technical SEO, on-page basics)
 - performance
 - quality / best practices
 - accessibility (basic indicators)
 3. The service is informative in nature and constitutes
 - no certification
 - no penetration test
 - no legal guarantee
 - no compliance policy with legislation or standards
 4. The audit is conducted based on publicly accessible information and technical web signals visible without authentication. Parts of the website that are behind a login, IP restriction, or other access control are outside the scope of the audit, unless expressly agreed otherwise.
 5. The audit results are based on a snapshot at the time of execution. Changes to the website, infrastructure, configuration, or external dependencies after the audit may cause the findings to be outdated.
 6. The audit produces indicator-based findings and does not constitute a penetration test, monitoring service, certification, or guarantee of complete detection of all possible risks.
 7. With WebAuditPlus, Belitum BV provides an obligation of best efforts and not an obligation of results.

Article 4 – Conclusion of the agreement

1. The agreement is concluded upon successful confirmation of the application form by the customer and receipt of payment.
2. The performance of the service will only commence after actual receipt of payment.
3. Payment is made online using the application form in the case of online payment (Stripe) or by bank transfer.
4. By paying the customer declares
 - to have taken note of these general terms and conditions
 - to accept these conditions in full
5. The customer is responsible for the correct delivery of
 - website URL(s)
 - contact details
 - billing information

Article 5 – Prices and payment

1. All prices quoted are exclusive of VAT, unless expressly stated otherwise.

2. Payment is made entirely in advance via the offered payment methods (including Stripe, bank transfer if provided).
3. Amounts paid are final and non-refundable, except as otherwise provided by law.
4. If the payment fails or is reversed, the audit will not be performed.

Article 6 – Delivery and terms

1. The audit and accompanying report will be delivered within 1 to 5 business days after successful receipt of payment via Stripe or bank transfer to Belitum BV's bank account.
2. In the event of force majeure, this period may be extended to a maximum of 14 calendar days.
3. Force majeure means (but not limited to)
 - technical malfunctions
 - network or infrastructure problems
 - illness or unavailability
 - external dependencies (hosting, third-party services)
 - government measures
4. Exceeding the delivery time does not entitle you to compensation or refund, except in accordance with Article 10 of these general terms and conditions.
5. The report is delivered electronically by email. The invoice is sent by email or via the Peppol network, depending on the available invoicing options.
6. Refunds will be made exclusively in accordance with Article 10 of these general terms and conditions.

Article 7 – No right of withdrawal and limitation of refund

1. The service concerns a customised service that is prepared and/or executed immediately after payment.
2. In accordance with applicable law, the right of withdrawal is excluded.
3. Except in the cases expressly mentioned in Article 10, there is no right to refund, regardless
 - the content of the report
 - the number of issues identified
 - the customer's interpretation

Article 8 – Customer obligations

1. The customer undertakes
 - to provide correct and complete information
 - to only audit websites for which he is authorized
 - to ensure that the performance of the audit does not conflict with the general terms and conditions, terms of use or other policy documents of the website to be audited, or that he has obtained the necessary permission from the website owner or administrator
2. The customer is fully responsible for
 - decisions made based on the report

- implementation of recommendations
3. The client represents and warrants that it has all necessary rights, authority, and consents to conduct the audit, either as the website owner or as the website owner's agent.

The customer fully indemnifies Belitum BV against any claim, complaint or demand from third parties arising from the lack of such rights or permissions.

Belitum BV is not responsible for applications submitted by third parties without valid authorization or with malicious intent.

Article 9 – Restrictions on prohibition of crawling and/or data scraping

1. If the general terms and conditions, terms of use, or other publicly available policy documents of the website to be audited explicitly state that crawling, data scraping, or technical and indicator-based access is not permitted, Belitum BV will not conduct the audit without prior contact with the website owner or administrator.
2. In that case, Belitum BV will
 - contact the website owner or administrator to request permission to conduct the audit, or
 - request the customer to obtain this permission themselves and confirm this in writing.
3. If the website owner or administrator is not contacted, or if consent is not granted, the audit will not take place and the agreement will be suspended.
4. Failure to provide consent will be considered an impediment beyond the control of Belitum BV and cannot give rise to any compensation or liability.
5. Until such consent or confirmation is obtained, the performance of the audit will be suspended and the delivery period will only commence on the day following such consent being obtained.

Article 10 – Refund

1. Refunds are only possible in the cases expressly provided for in this article and in accordance with these general terms and conditions.
2. If it appears that the audited website may not be analyzed based on the applicable website terms, legal provisions or explicit technical restrictions, the audit will not be performed.
3. If the audit cannot be carried out in that case, regardless of whether or not the website owner is contacted and regardless of whether permission can be obtained, the agreement will be terminated.
4. In the case referred to in Article 10.3, the amount paid by the customer will be refunded, without interest and without any additional compensation.
5. If the customer provides an invalid, incorrect, or unverifiable VAT number, Belitum BV reserves the right to terminate the agreement. In that case, the paid amount will be refunded, minus any administrative costs.
6. In all other cases, no refund is due.

Article 11 – Working method of the WebAuditPlus service

1. WebAuditPlus conducts website audits based on analysis of publicly available information available through the website to be audited.
2. As part of the audit, WebAuditPlus can, among other things:
 - access web pages that are freely accessible without authentication;
 - retrieve technical information publicly available by web servers;
 - analyze structural, configuration, and content characteristics;
 - assess technical and content indicators in the areas of security, privacy, SEO, performance, quality and compliance.
3. WebAuditPlus
 - does not penetrate any security
 - does not circumvent technical protection measures
 - does not access restricted or non-public areas of websites
 - does not change any data on the audited website.
4. WebAuditPlus takes into account the following when performing the audit:
 - the website's robots.txt guidelines, to the extent publicly available
 - the general terms and conditions of use of the website, as further defined in Article 9
5. In the context of privacy and data protection
 - no personal data is deliberately collected
 - any personal data found incidentally will not be processed for identification purposes
 - audit results are aggregated and functionally analyzed
 - data that would conflict with applicable privacy legislation will not be further processed or anonymized where applicable
6. The audit results in an informative report that
 - displays technical and substantive findings
 - contains indicators and scores
 - formulates recommendations based on established patterns
7. The audit and the report form
 - no penetration test
 - no certification
 - no legal assessment
 - no guarantee of compliance with legislation or standards

Article 12 – Liability

1. Belitum BV is not liable for
 - indirect damage
 - consequential damage
 - loss of profits
 - reputational damage
 - fines or sanctions

2. Belitum BV does not guarantee the completeness or accuracy of the results in the WebAuditPlus website audit report.
3. Belitum BV is in no event liable for any disruption, delay, temporary unavailability, or burden on the audited website, servers, or infrastructure that may result from the performance of the audit, provided this audit is conducted based on publicly accessible information and without circumventing security measures.

The client acknowledges that any form of technical and indicator-based analysis, however limited, may have minimal impact on network or server loads and fully accepts this risk.

Audit results can be affected by external factors such as hosting configuration, caching, CDNs, DNS settings, or firewalls.

This limitation does not apply in the event of intent or gross negligence on the part of Belitum BV.

Article 13 – Intellectual property

1. All rights related to
 - the software
 - the methodology
 - the report structure
 - the lyricsremain the exclusive property of Belitum BV.
2. Belitum BV reserves the right to reuse general knowledge, experience, methodologies, technical insights, and non-customer-specific elements resulting from the performance of the WebAuditPlus service for other assignments, without reference to or identification of the customer.

Article 14 – Confidentiality

1. Both parties undertake to maintain confidentiality of
 - non-public information
 - audit results
 - company details
2. This obligation remains in effect after termination of the agreement

Article 15 – Suspension and termination

Belitum BV reserves the right to suspend execution in the event

- abuse
- incorrect information
- technical impossibility
- non-payment, late payment or reversal of payment

In the event of suspension or termination, there is no right to a refund, except as provided in Article 10.

Belitum BV may terminate the agreement if execution remains impossible

Article 16 – Applicable law and competent court

1. All agreements are exclusively governed by Belgian law.
2. Disputes shall be subject to the competent courts in Belgium.

Article 17 – Final provisions

1. If any provision is declared invalid, the remaining provisions will remain in full force and effect.
2. These general terms and conditions constitute the entire agreement between the parties.

Article 18 – Modification of the terms

Belitum BV reserves the right to amend these General Terms and Conditions at any time.

The version applicable is the one in force at the time of the use of the website, use of Belitum's services, conclusion of any agreement, issuance of an invoice, or any other interaction governed by these General Terms and Conditions.

Article 19 – Contact

For questions about these general terms and conditions: info@webauditplus.com