

## TERMS OF USE

Welcome to BE CONNECTED (hereafter the **“Platform”**). This page contains the terms of use on which You may access and make use of the Platform (**“Terms of Use”**).

The Platform is an online matchmaking platform hosted and developed by TIAO SA, a private company based in Belgium with Company registration number: 0662.672.029.

This Platform is separately licensed under the brand name BE CONNECTED to a list of chambers of commerce, trade associations, or any other affiliate member of the Federation of Belgian Chambers of Commerce a not for profit organisation that represents a trusted, multilateral network of Belgian chambers of commerce and business associations located throughout Belgium and other countries around the world. (See the complete list of the members on the following link: <http://www.belgianchambers.be/over-ons/leden/>)

By accepting the present Terms of Use You shall be in contractual relationship either with Your regional chamber of commerce and/or trade associations (hereafter the **“Network”**) and/or with TIAO following the cases described in the present Terms of use.

### **1. Definition**

**“TIAO”** means the Belgian private company with company registration number 0662.672.029.

**“Platform”** means the online matchmaking platform hosted and developed by TIAO and licensed to the Network(s).

**“Network Member”** means any individual, company, which is a member of the Network, which are able to access the Platform through the creation of a Member account”.

**“Independent Member”** means any individual, company, which directly joins the Platform through the creation of a Member account but without being an existing Member of a chamber of commerce, trade association, federation of Chambers of commerce.

**“Member Account”** means the personal and private account necessary to access the Services and the Platform by all Users whether they are Network Members or Independent Members.

**“Membership Fee”** means the annual subscription fee payable by every Member Network and/or Independent Member in order to access the Platform.

**“User”** or **“You”** means any Network Member or Independent Member having directly access to the Platform through a Membership.

**“Us”** or **“We”** means either TIAO or the regional Network following the different situations described in the present Terms of Use.

**“Database”** means any Database made accessible by Us under licence on the Platform in accordance with the modalities and within the limit of options subscribed for by the User.

"**Services**" means any services that We may provide to every User through the Platform.

"**Access Database**" means all Services enabling Users to access, consult, export and/or extract data relating to companies contained in a Database provided by Us and/or Our partners in accordance with the modalities and within the limit of options subscribed for by the User.

"**On-line Order**" means on-line subscription to the Services, as summarised in a purchase order sent on-line (via email).

"**Moderator**" means a member of a Network who is facilitating and servicing Member activities on the Platform. Each Network will appoint a Moderator who will be responsible to review the joining requests of new Users from their regional area.

## **2. AGREEMENT**

By clicking on the ticking box "I agree" or similar, registering, accessing or using the Services You are entering into a legally binding agreement with Your regional Network and/or TIAO according to the following cases:

- With TIAO if You are an Independent Members, in any case;
- With Your regional Network if You are a Network Member, excluding the retrieving of the data from the Kompas Database;
- With TIAO if You are a Network Member and You retrieve the data from the Kompas Database.

This "Agreement" includes this Terms of Use, and other terms that will be displayed to You at the time You first use certain features, as may be amended by Us from time to time and without notice, so You should periodically check these Terms of Use as any changes will take effect as soon as they are posted to the Platform.

## **3. ELIGIBILITY**

The Platform is intended for use by registered companies world-wide.

To use the Services, You agree that:

(1) You must be at least the legal "Minimum Age" depending on the legislation of Your country of origin or older;

(2) You have the valid permissions in order to represent the company or professional registered with the authorities in Your country and will use the Platform only in a manner consistent with all professional, ethical, regulatory, statutory and other legal requirements.

(3) Your request to join the Platform has to be reviewed and approved by a Moderator appointed by Your regional Network. Even if You are an Independent Member, the Moderator of the Network competent for Your regional area will have to approve Your request.

#### **4. MEMBERSHIP**

You agree - to choose a strong and secure password; keep Your password secure and confidential; not transfer any part of Your account, follow the law and the present Terms of Use. You are responsible for anything that happens through Your account unless You close it or report misuse.

You guarantee that the information and data that You use to fill in Your profile is completely accurate, complete and legitimate.

#### **5. MEMBERSHIP FEES**

To access the Services, You agree to pay Us the applicable Membership fees and taxes. Failure to pay these fees may result in the termination of Your subscription. Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

The applicable Membership fees are mentioned on the website on the moment of the purchase.

Depending on whether You are a Network Member or an Independent Member and following Your case provided under article 2, You hereby agree that the Membership fee may be invoiced directly by the Networks or by TIAO.

#### **6. OBJECTIVES OF THE PLATFORM**

The Platform is an online matchmaking platform for networks of chambers of commerce and trade associations across the world to create trade and business development opportunities for existing and new members of those participating chambers and trade associations.

#### **7. ONLINE ORDER OF SERVICES**

Any Service subscribed to by the User is indicated and itemised in a purchase order.

The present Terms of Use, purchase order and, where applicable, special conditions form an indivisible whole. In the event of incompatibility between the Terms of Use and more specific conditions mentioned on the purchase order, the latter conditions shall prevail.

The User subscribes to the Service on the website. This process allows the User to submit its order, confirm it after having taken cognisance of it, then to receive an email acknowledging receipt and containing the purchase order.

Any order implies acceptance of the prices and descriptions of the Services (such as delivery terms) itemised before the On-line Order. These descriptions of Services are confirmed on the Purchase Order submitted to the User. These descriptions shall prevail in the event of dispute.

In the absence of response by the User within 24 hours in order to report a possible error on receipt (and in any event, before accessing the Services), this presumption shall be totally indisputable.

## **8. DATA BASE ACCESS**

By using this Service, the User may access the Database of Our partners such as Kompas. The connection logins constitute confidential information. In this respect, the User ensures that they are not communicated to any third party.

The acts of use allowed to the User are those corresponding to the Service subscribed for by the User as indicated in the purchase order. In any case the use of the data retrieved from the Kompas Database contrary to Kompas terms of sale is forbidden. User shall have to accept Kompas terms of sale before accessing Kompas Databases.

The acts of use allowed are strictly personal to the User. Without express authorisation in writing beforehand and presupposing the payment of the purchase price for additional licences, the User shall refrain from transferring its rights to third parties, from communicating access codes that have been given to them and/or allow people other than members of its staff to benefit from them within the agreed limits. The User shall also refrain from reselling, distributing and/or sublicensing the use of the data retrieved from Kompas Databases.

You shall be liable for any unlawfull use of the data retrieved from Kompas Databases

Any access code (or connection login) delivered is in principle usable by one person only within the same company. Sharing the same code or login among several people is not allowed. The User must ask for as many codes or logins as there are people likely to carry out acts of use.

## **9. INTELLECTUAL PROPERTY RIGHTS**

TIAO is the owner and Networks are the licensees of all intellectual property rights in the Platform and, in the material, contained therein, including all copyright, patents, trademarks, designs, know-how and any other confidential information. All such rights are reserved.

You have no ownership rights in the Platform, any Services or functionality provided by the Platform or any related documentation.

In this regard, any software and any related documentation are protected by copyright law and international treaty provisions.

You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Platform without Our prior written consent.

You may not assign licence or any of the rights or licences granted under this Terms of Use to any person or entity. Any attempted sub licence, transfer, or assignment in violation of this Terms of Use is void.

You acknowledge that the Platform contains proprietary trade secrets of TIAO and/or the Networks.

You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform underlying the access to the Platform by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

If You do or attempt to do any of the foregoing, we will immediately cease Your right to use the Platform and You must, at Our option, return or destroy any copies of the materials You have made.

## **10. ACCESS TO THE PLATFORM**

Access to the Platform is provided by Us.

We reserve the right to withdraw or amend the Platform or any material contained therein without notice. We will not be liable to any party whatsoever if for any reason the Platform or any material contained therein is unavailable at any time or for any period.

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We reserve the right to disable any User identification code or password, whether chosen by You or allocated by Us at any time, if according to Us You have failed to comply with any of the provisions of these Terms of Use.

## **11. CONTENT**

You agree that Your access to and use of the Platform and its content is at Your own risk. All information made available on the Platform is provided on an “*as is*” basis. Commentary, information and other materials posted on the Platform are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user or by anyone who may be informed of any of its contents.

You are granting Us the following non-exclusive licence on the content and information that You submit or post to the Services: A worldwide, royalty-free, transferable and sub licensable right to use, copy, modify, distribute, publish, and process, information and content that You provide through Our Services, without any further consent, notice and/or compensation to You or others.

These rights are limited in the following ways:

You can end this licence for specific content by deleting such content from the Services, or generally by closing Your account, except (a) to the extent You shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove content from backup and other systems.

We will not include Your content in advertisements for the products and Services of others (including sponsored content) to others without Your prior and valid consent.

However, We have the right, without compensation to You or others, to serve ads near Your content and information.

However, other Users may access and share Your content and information, consistent with Your settings and degree of connection with them.

While we may edit and make formatting changes to Your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of Your expression because You own Your content and information and we only have non-exclusive rights to it.

You agree to only provide content or information that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that Your profile information will be truthful. We may be required by law to remove certain information or content in certain countries.

## **12. USE OF THE PLATFORM**

You agree to act lawfully at all times in using and accessing the Platform and You will not do anything which damages, interferes with, disrupts access to, interrupts or impairs the functionality of the Platform or inhibits other Users' use and enjoyment of the Platform.

You agree that You shall present and/or advert services provided by You personally or by the company You are legally representing. You are not authorized to present and/or advert services through the Platform on behalf of a third party which is not bound by the present Terms of Use.

You may use the Platform only for lawful purposes. In particular, You agree not to:

- (a) attempt to gain unauthorized access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform; or
- (b) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any information, text, documents contained in the Platform or the material or software therein, other than Your Data (as defined in the privacy policy of the Platform), in any form or media (electronic media or hard copy) or by any means, without Our express written consent; or
- (c) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the software therein; or

- (d) access all or any part of the Platform in order to build a competitive product or service;  
or
- (e) use the Platform to provide services to third parties without expressed written consent by Us; or
- (f) use the Platform in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- (g) frame the Platform on any other site or create a link to any part of the Platform without expressed written consent by Us; or
- (h) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- (i) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party without expressed written consent by Us and.

We reserve the right, without liability to You, to disable Your access to any material that breaches the provisions of these Terms of Use.

You shall use best endeavours to prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify Us.

### **13. PRICING**

The due price of a Service is determined exclusively in line with the stipulations shown on the online purchase order.

These stipulations correspond to Our general pricing structure in force at the moment of the Online Order.

Prices are shown in euros excluding VAT. The applicable rate shall be defined based on the location of the Parties' domicile on the moment of the subscription.

In case You possess a VAT number please provide Us with this number so that we can define the correct applicable rate.

The price of Our Services may be subject to automatic regulation modifications.

We reserve the right to modify this Terms of Use as well as any other indications on the website or elsewhere regarding pricing.

### **14. PAYMENT**

Payment are made by bank and/or credit card through our on-line payment service which is Braintree <https://www.braintreepayments.com/>

Any issue with the Member Account shall authorise Us to suspend any Online Order for any Services and/or subscription of a membership until it has been resolved.

Unless otherwise specified and expressly accepted by the Parties the payment must be settled in full and the price paid before commencement of performance of the Services by Us.

In the case of On-line Order, payment shall be made at the time of the subscription of Our Services and/or a membership.

The absence of challenge to the email confirmation of the User's On-line Order is proof of the subscription to Our Services and/or a membership and the collectability of amounts incurred.

Computerised records, kept in Our computer systems under reasonable conditions of security, shall be considered as proof of communications, of the On-line Order and of payments taking place between the Parties.

We reserve the right to suspend any On-line Order management in the event of refusal to authorize payment on the part of officially accredited bodies or in the event of non-payment.

In the event of difficulty encountered during payment requiring a verification procedure, We in particular reserve the right to refrain from delivering an On-line Order.

Any problem with the Member Account (non-payment, non-functional email address, etc.) shall authorize Us to suspend the User's On-line Order until it has been resolved.

## **15. REFUND**

In the event of unavailability of a Service subscribed on-line due to a technical issue, the User has the choice between a cancellation of the On-line Order or an exchange of Service. In the case of a request for cancellation, only the unavailable Service is cancelled and refunded by Us, while the rest of the On-line Order remains firm and final.

In the event of discontinuance of a Service, whether subsequent to early termination for any reason whatsoever or through expiry of the agreed term of subscription, the User is required to cease any form of use.

Services purchased but not used by the User during the period of its subscription are irrevocably lost. They cannot be either refunded or carried forward.

No other refund may be ordered or reclaimed, unless exceptional circumstances justify it and are a subject to a written agreement explaining these circumstances.

## **16. DISCLAIMER OF WARRANTY**

***Access to the Platform and Wireless Carrier Charges.*** You acknowledge and agree that using the Platform requires access to the internet via Your wireless carrier, internet service provider or other method of internet access, and that access to the Platform may not be available if You do not have an internet connection or for other reasons.

You acknowledge and agree that by using the internet to access the Platform, You may incur charges from Your wireless carrier, internet service provider or other method of internet access, depending upon Your contract or plan with Your provider.

You acknowledge that payment of any such charges will be Your sole responsibility. You agree that Your use of the Platform will be in accordance with all requirements of Your wireless carrier, internet service provider or other method of internet access.

You shall be solely responsible for, We shall not have any liability for, procuring and maintaining any network connections and telecommunications links from Your systems to data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

***Updates to the Platform.*** We may choose to provide updates to the Platform from time to time in its sole discretion. All or any of the Platform may be out of date at any given time and We are not under any obligation to update any such material or services.

We do not represent or warrant that the Platform or any future updates or versions is compatible with any hardware or software versions, systems or applications or that any future updates or versions will provide the same functionality that is provided by the current version of the Software.

***Business Information.*** We do not make any warranties or express or implied representations whatsoever regarding the accuracy, completeness, timeliness, controversial nature or usefulness of any information contained or referenced in the tools or information contained herein. Business related information changes frequently and, therefore, information contained in the tools may be outdated, incomplete or incorrect.

***Uploads.*** The Platform may provide functionality through which You are able to upload information or other data (including personal or other data, text and images) in connection with Your use of the Platform. We are not responsible or has any liability for the accuracy, use, interplay, functionality or reliability of such uploads. You agree that You are solely responsible for all of Your uploads. We are not required to host, display, or distribute any Uploads, and may remove at any time or refuse any. You represent and warrant that: (a) You own all rights in Your uploads or, alternatively, You have acquired all necessary rights in Your uploads to enable You to grant to Us the use and processing of such uploads; and (b) Your uploads do not infringe the intellectual property rights, privacy, or any other legal or moral rights of any third party.

You are prohibited from providing or inputting uploads or other information or otherwise using the Platform to transmit any unlawful, threatening, libellous, defamatory, obscene, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or would otherwise violate the law or a copyright trademark or other intellectual property right of another. We will fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting information or materials. We do not assume any responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any Uploads.

**Links.** The Platform may contain links to third-party websites or internet resources the linked sites are not under the control, therefore We are not responsible for the availability, contents, or performance of any linked site. Such links are provided to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of such linked site, its contents or any products or services available through such linked Site or any association with its operators.

## **17. LIABILITY**

To the maximum extent permitted by applicable law, We disclaim any and all warranties, representations and undertakings of any kind, implied or statutory, including but not limited to, as merchantability, fitness for a particular purpose, data accuracy, title, non-infringement and/or non-interference, accuracy, currency, quality, completeness.

We do not provide any warranties or guarantees with regard to any third-party software that may be an integrated component of the Platform.

Neither We, or Our affiliates, if any, nor any party involved in creating, producing or delivering the Platform shall be liable for any loss, damage or cost whatsoever, whether in contract, tort (including negligence) or otherwise arising from reliance on information contained in the Platform, access to, use of, or inability to use the Platform, or any errors or omissions in its content.

This limitation includes any loss, damage or cost caused by any viruses that infect Your computer equipment, software or data due to Your use of the Platform or to Your downloading of any material posted on it, or on any the Platform linked to it.

Within the limit permitted by law, Our liability towards You is limited, for all types of damages, to the amounts effectively received by Us from You for the contractual period giving rise to the event that generated liability, except in the case of gross or wilful misconduct. You acknowledge that the agreed price reflects this distribution of risk and the limitation of liability resulting from it.

Notwithstanding the foregoing, nothing in the present Terms of use will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

## **18. DATA PRIVACY**

All matters concerning data privacy are captured in the privacy policy of the Platform. We may access, store and use any information that You provide in accordance with the terms of this privacy policy.

As a general rule, any information collected through Our Database are strictly reserved for use personal to the User. You shall refrain from any communication in whole or in part of such information to third parties, unless We give You Our prior agreement for transmission to a third-party service provider who must provide all guarantees of confidentiality.

The User shall always stand surety for the prevention of any prohibited reuse and for compliance with strict confidentiality with regard to the information collected in Our Database on behalf of third party service providers who may have access to it. You shall also guarantee that You shall respect any legislation, regulation related or not to privacy as well as spamming and unsolicited communication by emails when using Our database.

It is also possible to enter in contact with another company using the information collected through Our Database. However, in this case, You agree to be responsible for the respect of any legislation, regulation in terms of privacy, personal data unsolicited communication by email or any other applicable laws and regulations. We as well as our partners such as Kompass shall then have no liability with regard to the use of Our Platform by any User and any data retrieved from it in violation to any such legislation and regulation around the world.

## **19. TERMINATION**

These Terms of Use are effective and valid for a period of 12 (Twelve) months from the date hereof and shall be automatically renewed for the same period, unless terminated earlier by Us in case of breach of the provision of the present Terms of Use. Such termination may occur immediately and without notice.

Upon termination, We may forbid any access to the Platform and You must immediately cease use of and access to the Platform.

## **20. INVALIDITY**

To the extent that any provisions of these Terms of Use are held to be illegal, invalid or unenforceable, then such provisions shall be severed and deleted without affecting the enforceability of the remaining provisions.

**21. JURISDICTION AND GOVERNING LAW**

The Platform and its contents are intended to comply with Belgian law.

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Belgium. The Brussels courts shall have exclusive jurisdiction over any disputes arising out of or in connection with the Present Terms of Use.

**22. YOUR CONCERNS**

If You have any concerns about material which appears on the Platform, please contact:  
The Federation of Belgian Chambers of Commerce  
Address: Rue Belliard 2 1040 Brussel – Belgium  
E-mail: [info@belgianchambers.eu](mailto:info@belgianchambers.eu)