

## **TERMS OF USE**

### **1. INFORMATION ABOUT VISITBRUSSELS**

#### **1.1 WEBSITE EDITOR**

The website [www.visit.brussels](http://www.visit.brussels) (hereinafter the "**Website**") is directed and exploited under the supervision of:

The ASBL visit.brussels (hereinafter, "**visit.brussels**"),  
Rue Royale 2-4  
1000 Brussels  
N ° BCE: 0600.885.207

The Website constitutes a platform for providing information to users (hereinafter the "**User**") concerning the Brussels-Capital Region, including cultural visits and events that the Region suggest, the existing hotels, restaurants, parks, markets, and the organized shows and concerts there. (Hereinafter the "**Service**").

Any question or complaint relating to the Website, these Terms of Use (hereafter "**ToU**"), the Privacy Policy (hereinafter the "**Charter**") and the General Terms of Sale "**GTS** ") may be addressed to visit.brussels at the address mentioned above or at the following address: [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels).

#### **1.2 ACCEPTANCE**

Access to the Website is subject to these ToU and the Privacy Charter, for certain parts of the Website, to the GTS and to the applicable laws and regulations. Consequently, the access to the Website implies the full and unreserved acceptance by the User of these ToU and the Charter and, for certain parts of the Website, the GTS.

These ToU, the GTS and the Charter govern exclusively the relationship between the User and visit.brussels relating to the use of the Website and the Service. They can be consulted at any time on the Website.

#### **1.3 MODIFICATION**

visit.brussels reserves the right to modify and update, at any time, by notifying the Users, the present ToU, the GTS and the Charter, access to the Website and its contents. All such modifications are binding on Users when accessing the Website.

#### **1.4 LINGUISTIC VERSIONS**

In case of discrepancies between the linguistic versions of the present ToU, the GTS and the Charter, the French version shall prevail.

## 2. ACCESS TO THE WEBSITE AND OBLIGATIONS RELATED TO THE USE OF THE WEBSITE AND ITS CONTENT

- 2.1.** The User agrees to use the Website solely for its purpose, to the exclusion of any other purpose. The User is responsible for ensuring that all information provided are accurate and up-to-date.
- 2.2.** The User agrees to respect the legislation in force, and in particular shall refrain from:
- sending false or misleading content or information to visit.brussels (and updating such content, as appropriate, to ensure that it does not become false or misleading), obscene, racist or xenophobic, abusive, offensive, damaging, violent, threatening or harassing, defamatory content constituting an infringement of an intellectual property right or any other right, which encourages or participates in one of these things;
  - providing email addresses or other types of content to visit.brussels without obtaining the prior consent of the concerned persons;
  - sending to visit.brussels content that infringes or otherwise prejudices the rights of a third party;
  - sending to visit.brussels content that leads to illegal Websites or contain inappropriate content;
  - using the Website for sending spam, unsolicited, pyramidal or for a similar or fraudulent process;
  - any action which may disrupt the proper functioning of the Website, the Service, including the use of worms, viruses, bomb software or mass mailing;
  - attempting to violate unauthorized access to any part of the Website or used equipment for the operation of the Website;
  - using a false name, pseudonym, or claiming the identity of another person or entity;
  - using the Website for purposes other than those foreseen.
- 2.3.** visit.brussels can in no way be held liable for any failure by the User to comply with the ToU, GTC, the Charter, applicable laws or regulations. The User guarantees visit.brussels against any action, claim or complaint of third parties (including public authorities) relating to its use of the Website.
- 2.4.** The User is also obliged to immediately inform visit.brussels in writing if he/she becomes aware of inappropriate behavior in relation with the Website by sending an email to the following address: [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels).

### 3. REGISTRATION

The User is a physical or legal person. He/she may register, in particular to subscribe to the newsletters of visit.brussels or to register his/her favorite places, by creating an account, via the Website in order to become a member. The registration is free.

visit.brussels reserves the right to request at any time a proof of the identity and legal capacity of the User wishing to register. If the User is a legal person, he/she certifies that he/she is authorized to act in this way and engages the legal person with regard to these ToU.

Following the submission of the registration form available on the Website, the User receives, at the email address indicated in the form, an acknowledgment of receipt indicating his/her username and password. Registration is complete when the User has confirmed his application by clicking on the hypertext link in the acknowledgment sent by visit.brussels. The User can then identify himself/herself on the Website by entering his/her user name and his/her confidential password in the fields provided for this purpose.

The registration of a User gives place to the registration of his/her data in the visit.brussels database.

The collected data on this occasion is processed in accordance with the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, as described in the Charter.

The User may at any time request the deletion of his/her registration. His/her information and profile will then be deleted, at his/her request, as soon as possible and subject to proof of identity.

The User is responsible for the use and access to his/her account. In this regard, the User must ensure that no other person will have access to the Website with his/her password. In the event that the User knows that another person accesses the Website with his/her password, he/she will inform visit.brussels without delay by e-mail to the following address: [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels).

### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1.** The Website and its components (brands, logos, graphics, photographs, animations, videos, music, texts, etc.) are the property of visit.brussels. They are protected by intellectual property rights (including copyright and related rights, trademark law, etc.) and may not be reproduced, used or disseminated without prior written authorization from visit.brussels or, where applicable, the owner of the concerned rights, under penalty of constituting an infringement offense of copyright and/or designs and/or trademark, punishable from three months to three years imprisonment and a fine of 100 to 100,000 euros or one of these penalties only.
- 4.2.** visit.brussels hereby grants the User a non-exclusive, non-transferable, for an indefinite and revocable period at any time without giving reasons, to access the content of the Website, display it and download it only for the purposes of the display. The User may also print a copy of the content displayed on the Website for his/her personal needs, provided that he/she does not

alter in any way the contents of the Website and that he/she retains all the paternity and origin of the Website. The User also undertakes not to circumvent technical devices for the protection of documents and multimedia elements. Reproduction is therefore authorized only for a strictly private purpose within the meaning of Article XI.190 5 ° of the Code of Economic Law.

**4.3.** Any use of the Website and its components not covered by this article is strictly prohibited.

## 5. LIABILITY RELATING TO THE USE OF THE WEBSITE

### 5.1 ACCESSIBILITY AND FUNCTIONING OF THE WEBSITE

visit.brussels will ensure, as far as possible, that the Website is up to date and remains accessible to a normal number of Users. However, visit.brussels does not warrant that the functions of the Website will be available without interruption or error, that the defects will be corrected or that the Website and the server that makes it available are free from viruses or other harmful components. visit.brussels also retains the right to suspend or stop all or part of the Website at any time without giving reasons and without prior notice.

visit.brussels cannot be held liable for any loss or damage of any kind whatsoever resulting from suspension, interruption, (technical) disruption, slowing down, difficult accessibility and/or the cessation of access to all or part of the Website or even to viruses or other harmful elements present on the Website.

If the User is aware of the presence of a virus or other harmful elements on the Website, he is kindly invited to contact visitor.brussels at the following address: [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels) so that the necessary measures can be taken. visit.brussels advises the User in any case to install the necessary firewalls, anti-virus and other protection software on his/her computer in order to prevent any damage to it.

### 5.2 WEBSITE USAGE

The User uses the Website at his own risk. The Website, its components and all related information, software, installations, services are provided as is, without warranty of any kind (either express or implied) and within the applicable law.

visit.brussels shall not be liable for any loss or damage (direct, indirect, tangible or intangible) arising out of the use of the Website or its components or the inability to use the Website.

### 5.3 LINKS TO AND ON OTHER WEBSITES

Hypertext links to other websites may appear on the Website. In addition, some websites may include a link to the Website. These third-party websites are not controlled by visit.brussels, which assumes no responsibility for their function, content and use. Unless otherwise expressly stated in visit.brussels on the Website, the existence of such links does not imply any endorsement of visit.brussels with respect to such third party websites or the use that may be made thereof, nor any association or partnership with operators of these websites.

## 6. COMPLAINT

To be valid, any complaint of the User relating to the Website should be communicated in writing within the eight (8) calendar days from the time of becoming aware of the event giving rise to the complaint by also enclosing a copy of his identity card. The absence of any dispute according to the aforementioned rules entails for the User the unconditional and unreserved acceptance of the event giving rise to the claim and, de facto, the definitive renunciation of any claim on this count.

## 7. VALIDITY OF THE CONTRACTUAL CLAUSES

- 7.1** Abstention visit.brussels to avail itself at any given time of a provision of these ToUs, shall not be interpreted as a waiver to subsequently assert its rights under it.
- 7.2** The nullity, voidance or unenforceability of all or part of any of the foregoing or subsequent provisions shall not result in the invalidity of all these ToU. The provision that is wholly or partially null, void or unenforceable shall be deemed to be unwritten. visit.brussels undertakes to substitute for this provision another one which will, to the extent possible, perform the same function.

## 8. APPLICABLE LAW AND COMPETENT JURISDICTION

- 8.1** The ToU shall be governed by Belgian law to the fullest extent permitted by the applicable rules of private international law.
- 8.2** In the event of a dispute relating to validity, application, interpretation or enforcement of the ToU, the courts of the judicial district of Brussels (Belgium) shall be exclusively competent, to the fullest extent permitted by the rules of law Private international law.
- 8.3** Before undertaking any legal dispute resolution, the User undertakes to resolve the dispute amicably by directly contacting visit.brussels and then attempts to resolve the dispute by mediation, before resorting to arbitration, litigation, or any other means of dispute resolution.