

## TERMS OF USE PRIVACY POLICY

We would like to thank you for visiting our website, accessible on [www.kooach.be](http://www.kooach.be), hereinafter referred to as KOOACH

This website is administered by KOOACH, a company under Belgian law, with registered offices at Ghent, with VAT nr. in progress, hereinafter referred to as “Service Provider” or “Provider”.

Please read these Terms of Use and the Privacy Policy carefully. These Terms of Use and the Privacy Policy determine the conditions for access to and use of KOOACH and of all products and services provided on KOOACH.be. The Privacy Policy regulates the rules that apply when we process your personal data.

### 1. TERMS OF USE FOR KOOACH.BE

#### 1.1. REGISTRATION

In order to use the Services as defined in article 1.3, provided by KOOACH, the User is required to register for membership. Registration is free of charge. Mere visits to KOOACH.be do not require registration, but are nevertheless subject to these Terms of Use.

Both registered members and mere visitors will be referred to hereunder as “the User” or “Users”.

The User receives a confirmation stating his Username and Password.

The User shall under no circumstances appropriate or use a Username and/or Password not belonging to him. The User shall make reasonable efforts to keep his Username and/or Password confidential and to prevent any third party from misappropriation. The User is solely responsible for the confidentiality of his Username and/or Password and for any act resulting from the use thereof. The User agrees to notify the Provider immediately of any unauthorized use of his Username and/or password or any other actual or potential breach of security of KOOACH.be as well as every intrusion on the rights of third parties to the Provider. The User agrees to log out after each use of the website and to verify such logout.

The Provider has the right to refuse or annul the registration of any User not complying with the Terms of Use and privacy Policy or with general rules of good conduct on KOOACH.be.

When using KOOACH.be, the User agrees:

- Not to be registered on KOOACH.be with multiple accounts
- To provide for correct, up-to-date, accurate and complete user data
- To regularly revise his user data to assure they are correct, up-to-date, accurate and complete
- To not appropriate the identity of another person or entity, or to use a false (company) name

In the event that the user data, transferred by the User, is not correct, up-to-date, accurate and complete, the Provider reserves the right to immediately suspend or permanently deny access to KOOACH.be.

Upon confirmation of registration of the User, he has access to the online services of KOOACH.be. The Provider makes reasonable efforts to allow 24/7 access to KOOACH.be. Considering the technical properties of the internet the Provider cannot completely exclude any interruption of access to the website because of maintenance or delay in data transfer. The Provider may not completely prevent any downtime of the server. In the event of downtime or interruption of one of the servers, the Provider makes reasonable efforts to restore the website as soon as possible.

## 1.2. FAIR USE OF KOOACH.BE BY THE USER

The User agrees to make fair use of the services provided by the Provider and to abide by the provisions set forth in these Terms of Use as well as the applicable law, including but not limited to the provisions regarding intellectual property rights. In general, it is forbidden to use the services in an infringing or fraudulent manner. Every use contrary to the provisions of public policy or common moral values is prohibited.

The use of services provided by the Provider in a way which impairs the functionality of this website and the services provided is prohibited.

The User is responsible for the protection of the data, his software and his hardware and telecommunication equipment against viruses circulating on the internet, as well as any other risk including computer hacking. The Provider reserves the right to take any necessary measures against the User, including blocking the access of the User to the services provided by the Provider, in the event that the infrastructure of the Provider is endangered, without limitation of claiming damages. The User is solely responsible for disclosure of confidential information through use of the services provided on KOOACH.be. He takes all necessary steps to preserve the confidentiality and assure the integrity of the data.

The User does not have the right to manipulate, appropriate or use the available data on KOOACH.be for publications or services which may compete or collide with any publications or services now or hereafter provided by the Provider. The data may only be used for personal purposes or for the use by companies registered on the website. The data may under no circumstances be sold or transferred to third parties.

Any query, retrieval or re-use of a substantial amount of data from the database provided to the User by the Provider is strictly prohibited, without prior written consent. The terms "retrieval" and "re-use" are translations of terms as defined in article 2 of the Belgian Act of 31 August 1998.

The User agrees not to violate, copy, distribute, sell, transfer or use the access codes or technical safety measures applied with KOOACH.be.

The User agrees not to disturb or disrupt the access to or use of the hardware and software related to KOOACH.be in any way.

## 1.3. SERVICES – EXCLUSION OF EDITORIAL LIABILITY

KOOACH.be acts as a forum that enables the User to browse through articles and episodes uploaded by the Authors and to download those episodes that are of interest to the User.

The Provider acts as a simple Host of the Authors' documents. All articles are provided by third party Authors. The Provider is not responsible for the content of these articles. The articles do not belong to KOOACH, their content is not subject to any control, editing or preventive screening by KOOACH. Any infringements on third party rights are governed by article 1.4.

The Provider does not control the timing or manner in which any article is uploaded or downloaded and does not guarantee the completion of any transaction.

The Provider is under no circumstances party to any license agreement or other agreement between the User and the Author, nor shall the Provider engage in negotiating the terms of any such agreement. The Provider does not hold any rights on the articles and does not grant any such rights to Users or third parties. The Author is at all times free to set the license conditions for the use of his article and negotiate those with the User.

#### 1.4. LIMITED LIABILITY AND GUARANTEES

The content of the website KOOACH.be is subject to changes, the website may be removed at any time and is provided to the User without any explicit or implied guarantee.

The Provider does not guarantee or confirm that the use by the User of any content of the website does not infringe on the rights of any third parties, nor that the information is correct, complete or up-to-date.

Referring to any possible news sections of the website, messages, bulletin-boards and the like, the Provider cannot be held liable for or because of any prohibited, menacing, fraudulent, misleading, rude, intimidating, libellous, vulgar, obscene, scandalizing, inflammatory, pornographic or profane materials, or any other materials that may be considered criminal or may give rise to criminal offences or civil liability or may violate any legal provisions in any way.

All Parties involved understand that all articles provided by the Authors on KOOACH.be are user generated content. Provider is an intermediary service provider and does not and cannot have actual knowledge of the user generated content placed on the KOOACH.be. Provider does not have any obligation, nor the means to filter or monitor the user generated content uploaded on the KOOACH.be. Consequently, the Provider cannot and will not assume any liability concerning the content uploaded by the Authors.

Any user generated content infringing on third party rights or the law that KOOACH.be gains actual knowledge of, will be subject to the following notice and takedown procedure:

- All notices of content deemed illegal or infringing on any third party rights or the law are to be done by the notice form, stating the contact details of the informant, the type, location and infringing nature of the content and the reasons why the content is deemed illegal or infringing. The notice form is to be found shortly on a dedicated page.
- Upon notice, the Provider has eight (8) days to examine all proof of the possible illegal or infringing nature of the content.
- If the content is proven to be illegal or infringing, the Provider shall immediately inform the Public Prosecutor of Brussels and shall do its best efforts to block, taking into account the possible rights of the infringing parties and the possible negative consequences related to a blocking or take down for KOOACH.be.
- Upon notice given by judiciary bodies, all content deemed illegal or infringing by such judiciary body shall immediately be blocked, and if necessary removed.

The User uses the website KOOACH.be at his own risk. The Provider, any related companies, spokesmen or managers, representatives or any other party involved in the creation, production or delivery of the website cannot be held liable for direct, indirect, incidental, special or other damage resulting from or linked to the use of the website or its content.

#### 1.5. INTELLECTUAL PROPERTY

Except for the application of article 1.6, the Provider is the exclusive owner of intellectual property rights related to the website KOOACH.be. The User agrees not to copy, use, exploit or appropriate whole or part of the elements composing KOOACH.be in any way. These elements include but are not limited to texts, software, forms, names, logos, graphic elements, graphs, music and color combinations; these elements are protected by copyright, trademark, trade dress and other intellectual property laws and treaty provisions and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without the Provider's prior written permission.

#### 1.6. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

The Provider provides a platform to facilitate the publishing of articles. The Authors of the articles are the exclusive owners of intellectual property rights related to those articles. The Authors upload their articles on KOOACH.be, as well as circumstantial details on the articles, including an image of the front page, a brief outline, date of publishing, language, number of pages, size and the name of the author.

By uploading their articles on KOOACH.be, the Authors guarantee that they are free and capable to dispose of the articles, that the articles are absolutely royalty free and do not contain content that may infringe on third party rights or violate the law. By uploading their articles on KOOACH.be, the Authors give the Provider the right to display the articles on the website.

The Provider does not revise, alter or modify the submitted articles in any way. All articles are displayed as such. The Author may remove the article at all times.

By uploading the articles the Authors give the right to the User to download, publish, copy, use, exploit or appropriate whole or part of the articles. Such attribution of rights may also be subject to separate agreements entered into by the User and the Author of the articles concerned.

#### 1.7. FORCE MAJEURE

The Provider may not be held liable for the failure to comply with the provisions of the Terms of Use, when such failure is caused by or due to Force Majeure, an act of God or any situation or event beyond the control of the Provider.

#### 1.8. LINKING

KOOACH.be contains links, hyperlinks or references to other websites beyond our control on which the present Privacy Policy is not applicable. These websites are not administered by the Provider. The Provider is not responsible for the content provided on such third party websites which the links refer to, nor for the products or services offered on those websites.

## 1.9. INDEMNIFICATION

The User hereby agrees to indemnify, defend and hold the Provider harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to any third party claim, action or allegation brought against the Provider based upon or relating to (a) a dispute between the User and an Author over the terms and conditions of a contract or related to any goods or services provided, (b) a breach by the User of these Terms of Use, or (c) any action of the User or an Author which violates any law, regulation or rights of a third party.

## 2. PRIVACY POLICY

### 2.1. GENERAL

KOOACH.be abides by the provisions as set forth in the Act of 8 December 1992 on the protection of privacy relating to the processing of personal data, amended by the Act of 11 December 1998 transposing Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and by the provisions in the Act of 13 June 2005 on electronic communication.

The “controller” determines the scope and the means for the processing of your personal data. The “controller” of the processing of your personal data is the Provider, eFACTive Concepts sprl.

A declaration has been submitted to the CBPL (the Belgian Privacy Protection Commission) for the processing of your personal data.

### 2.2. PERSONAL DATA TO BE COLLECTED

#### a) Data communicated to us

Upon registration on KOOACH.be: company name, business sector, function, last name and given name, country, email address, username and password (mandatory); and full address, phone number and image (optional).

#### b) Automatically collected data

Through “cookies” we collect: your login. A “cookie” is a small applet sent out by our server and installed on your hard drive. The information saved on these cookies can only be read by the Provider and only during your visit on the website. These cookies facilitate the use of our website and render your visits more pleasant as our server is able to adapt the appearance of our website as well as the banners depending on your visits. You can refuse the installation of cookies by altering the configuration of your web browser (tab “Tools/Internet Options/Security” in Microsoft Internet Explorer; tab “Preferences” in Netscape; tab “Tools/Options/Privacy” in Mozilla Firefox). The use of this option has no influence on the access to the services provided on this website.

Certain data may also be collected, without being saved in cookies. They may only be read by the Provider and only during your visit on the website. Such data includes: your TCP/IP address, the type and version of your web browser, the previously visited webpage and the expiry date and CID code of your credit card. This information is not linked to personally identifiable information and will only be used for administration of KOOACH.be, trend analysis and statistics.

#### c) The personal data communicated by commercial partners

Our partners guarantee having obtained your permission to communicate your personal data to us.

### 2.3. PURPOSES OF PROCESSING

#### a) General Purposes

Your personal data is collected in order to:

- enable the delivery of the products and services provided on KOOACH.be, including information and publicity;
- send you e-mail messages concerning orders and transactions;
- send you newsletters;
- keep you informed of new products and services provided on KOOACH.be, and of any changes in the provision thereof;
- manage the technical administration of our website, as well as client administration and invoicing; and
- draw up statistics or inquiries relating to the number of visits to different segments of the website, after having rendered all data anonymous.

#### b) Direct marketing and communication to third parties

Your personal data is kept strictly confidential and shall not be communicated to third parties, other than the Authors whom you downloaded articles from, under any circumstances, nor shall your data be used for direct marketing purposes, without your prior consent (“opt-in”) upon your application on KOOACH.be and except for the data provided to our technical staff, salesmen and buyers to allow for delivery of the products and services provided on KOOACH.be. The employees of the Provider who have access to your personal data, are also bound by the same restrictions of confidentiality.

Such consent may be withdrawn at any moment without justification and free of charge.

In order to exercise the right of opposition against the processing of your personal data for direct marketing purposes, an email should be sent to marketing (at) KOOACH (dot) be.

### 2.4. DURATION OF CONSERVATION OF DATA

Your data will be conserved for a duration that is necessary for the purposes described in article 2.3.

### 2.5. RIGHT OF ACCESS AND CORRECTION

KOOACH.be provides you with the opportunity to freely access, correct or alter your personal data, which may be done in login menu on KOOACH.be, using your Username and Password.

You may also ask the Provider to eliminate all your personal data from the database by sending a letter to KOOACH, including a copy of your identity card.

If you desire not to receive any more periodical information on our products and services, you may contact us on the email address as mentioned above.

### 2.6. RIGHT OF OPPOSITION

You are free to provide the Provider with your personal data. When choosing not to provide any data upon registration on the application forms, some of the services may be refused. You are solely responsible for the accuracy of the data provided to the Provider.

Your right of opposition against the processing of your personal data may be exercised by sending an email to marketing (at) KOOACH (dot) be. You cannot oppose against the processing of your personal data when such processing is necessary for the compliance with contractual obligations.

If you desire not to receive any more periodical information on our products and services, you may contact us on the email address as mentioned above.

## 2.7. SECURITY AND CONFIDENTIALITY

The Provider has developed security measures that are technically and organisationally tuned to avoid any destruction, loss, forgery, alteration, unauthorized access or inadvertent communication to third parties of personal data collected on KOOACH.be, as well as any other unauthorized processing of these data.

The Provider cannot be held liable under any circumstances for any direct or indirect damage resulting from faulty or unlawful appropriation or use of personal data by third parties.

Therefore, it is paramount to comply with the security provisions, including the prevention of unauthorized access to your Username and Password. You are solely responsible for the use of your Username and password on this website, including the confidentiality thereof.

We would like to inform you that KOOACH.be contains links, hyperlinks or references to other websites beyond our control on which the present Privacy Policy is not applicable. These websites are not administered by the Provider. The Provider is not responsible for the content of the websites which the links refer to, nor for the products or services offered on those websites. We advise you to carefully read through the privacy policy of every website you visit as these policies may vary from the present Privacy Policy.

## 3. GENERAL PROVISIONS

### 3.1. ALTERATIONS

If certain processing would appear to be necessary without being included in the Terms of Use or the Privacy Policy, we shall contact you by email prior to using your personal data, in order to inform you of this new type of processing and to allow you to object to this use.

If the present Terms of Use an/or Privacy Policy are changed, the new version shall be available on this website. It is important to check the date of last update of this document as mentioned above, with each visit to KOOACH.be.

### 3.2. APPLICABLE LAW AND JURISDICTION

The present Terms of Use and Privacy Policy are governed by and construed in accordance with Belgian law.

The Courts and Tribunals of Brussels (Belgium) have exclusive jurisdiction in all disputes arising out of or relating to the Terms of Use and Privacy Policy.

### 3.3. ACCEPTANCE

Upon registration at KOOACH.be you accept all provisions of the Terms of Use or Privacy Policy and you endorse the collection and processing of your personal data by the Provider in accordance with the provisions set forth in the Privacy Policy.

#### 3.4. CONTACT

For any additional information or remarks concerning the Terms of Use, the Privacy Policy or the way in which we collect your data, please contact the Provider on the following address: KOOACH, Ferdinand Lousbergskaaï 106/20, 9000 Gent, Belgium

Every complaint or dispute should be send by registered mail to the address as mentioned above.

#### 3.5. VALIDITY – NO PRESUMPTION OF RENUNCIATION

The fact that the Provider does not exercise one or more rights or provisions from these terms or corresponding contracts may not be considered to be a renunciation of those rights or provisions.

If any provision of these Terms of Use or Privacy Policy should be held invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Parties agree to replace a provision held illegal or unenforceable with a provision with similar economic effect.