

# GENERAL TERMS AND CONDITIONS

*Last updated 1 May 2020*

The website:

Digital Leap

(hereinafter the "**Website**")

is an initiative of:

Kotpunt NV  
Oudebaan 411, 3000 Leuven  
Business number (KBO/BTW): BE 0678.655.946  
E-mail: hello@digitalleap.agency  
Telephone: +32 472 37 75 93

(hereinafter '**Kotpunt NV**' )

## 1. Scope of application

These general terms and conditions of use (hereinafter referred to as the "**TAC**") apply to any visit or use of the Website and its information by an Internet user (hereinafter referred to as the "**User**").

By accessing or using the Website, the User acknowledges that he/she has read these T&Cs and expressly accepts the rights and obligations set out therein.

By way of exception, the provisions of the GTUs may be waived by written agreement. Such waivers may include amendment, addition or deletion of the provisions to which they relate and shall not affect the application of the other provisions of the T&Cs.

We reserve the right to change our TACs at any time and without prior notice, but we undertake to apply the provisions in force at the time you used our Website.

## 2. Website

### a. Accessibility and navigation

We take all reasonable and necessary measures to ensure the proper functioning, safety and accessibility of our Website. However, we cannot offer an absolute guarantee of operation and our actions must therefore be considered to be covered by an obligation of means.

Any use of the Website is always at the User's own risk. We are therefore not liable for any damage that may result from any malfunctions, interruptions, defects or even harmful elements on the Website.

We reserve the right to restrict access to the Website or interrupt its operation at any time, without prior notice.

## **b. Content**

Kotpunt NV largely determines the content of the Website and takes great care of the information on it. We take all possible measures to keep our Website as complete, accurate and up-to-date as possible, even when the information about it is provided by third parties. We reserve the right to change, supplement or remove the Website and its content at any time, without any liability.

Kotpunt NV cannot offer an absolute guarantee regarding the quality of the information on the Website. As a result, this information may not always be complete, accurate, sufficiently accurate or up to date. Consequently, Kotpunt NV cannot be held liable for any damage, direct or indirect, that the User may suffer as a result of the information provided on the Website.

If certain content of the Website violates the law or the rights of third parties or is contrary to good morals, please inform us by e-mail as soon as possible so that we can take appropriate measures.

Any download from the Website is always at the User's own risk. Kotpunt NV is not liable for damages, direct or indirect, resulting from such downloads, such as loss of data or damage to the User's computer system, which are the sole and exclusive responsibility of the User.

## **3. Links to other websites**

The Website may contain links or hyperlinks to external websites. Such links do not automatically imply that there is a relationship between Kotpunt NV and the external website or even that there is an implicit agreement with the content of these external websites.

Kotpunt NV has no control over external websites.

We are therefore not responsible for the safe and correct operation of the hyperlinks and their final destination. As soon as the user clicks on the hyperlink, he/she leaves the Website. We can therefore not be held liable for any further damage.

## **4. Intellectual property**

The structuring of the Website, but also the texts, graphics, images, photographs, sounds, videos, databases, computer applications, etc. of which the Website is

composed or which are accessible via the Website, are the property of the publisher and as such are protected by the applicable intellectual property laws.

Any representation, reproduction, adaptation or partial or total exploitation of the content, brands and services offered by the Website, by any means whatsoever, without the prior, express and written consent of the publisher, is strictly prohibited, with the exception of elements expressly designated as royalty-free on the Website.

The User of the Website is granted a limited right to access, use and display the Website and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal and non-commercial purposes. Unless previously agreed otherwise in writing, the User may not modify, reproduce, translate, distribute, sell, sell, communicate to the public, in whole or in part, the protected elements.

The User is prohibited from entering on the Website any data that would alter or be likely to alter the content or appearance of the Website.

## **5. Protection of personal data**

Kotpunt NV assures users that they attach the greatest importance to the protection of their privacy and personal data, and that it always strives to communicate clearly and transparently in this respect.

The personal data provided by the user during his visit or the use of the Website are collected and processed by Kotpunt NV exclusively for internal purposes. Kotpunt NV undertakes to comply with the applicable legislation in this area, namely the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data and the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. The User's personal data are processed in accordance with the Privacy Policy available on the Website

## **6. Applicable law and competent jurisdiction**

These CGUs are governed by Belgian law.

In the event of a dispute and in the absence of an amicable settlement, the dispute will be brought before the courts of the judicial district in which Kotpunt NV has its registered office.

## **7. Other provisions**

Kotpunt NV reserves the right to modify, extend, remove, limit or interrupt the Website and the associated services at any time, without prior notice and without liability.

In the event of a breach of the CGUs by the User, Kotpunt NV reserves the right to take appropriate sanctions and compensation measures. Kotpunt NV reserves the right to temporarily or permanently deny the User access to the Website or our services. These measures can be taken without giving reasons and without prior notice. They cannot involve the liability of Kotpunt NV, nor give rise to any form of compensation.

The illegality or total or partial invalidity of any provision of our TAC shall not affect the validity and application of the other provisions. In such a case, we shall be entitled to replace the provision with another valid and comparable provision.