

BelCham Online - Terms of Use

These Terms of Use ("Terms") are effective as of December 1, 2020. By accessing, logging into, or using BelCham Online (the "Service"), you agree to be bound by these Terms. The Service is owned and operated by:

The Belgian-American Chamber of Commerce, Inc.

1177 Avenue of the Americas, 8th floor New York, NY 10036

The United States of America

Employer Identification number: 13-1612163

hereafter "BelCham", "we" or "us".

The use of the Service is subject to the following Terms, as amended from time to time. The Terms are to be read together with any terms, conditions or disclaimers provided in the pages of the Service. Please review the Terms carefully. The Terms apply to all users of BelCham Online, including without limitation, users who are browsers, members (freemium/premium), customers, merchants, partners, vendors and/or contributors of content. Please review these Terms carefully prior to using the Service. If you do not agree with these Terms, please do not use the Service.

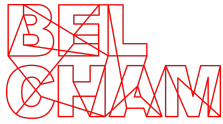
We reserve the right to refuse service to anyone, at any time, for any reason.

The Service comprises a suite of online services provided by BelCham, including but not limited to: Live Feed, Directory, Media Center, Events, Groups, Forums, Perks & Benefits, News & Updates, Opportunities and more. These Terms govern your use of each component of the Service.

1. Copyright; Rules for Submission of Content.

(a) The Service and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials (collectively, the "Service Content") are protected by copyright, trademark and other laws. As between you and BelCham, BelCham owns the intellectual property rights in the Service and the Service Content. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms. Except as specifically permitted by these Terms, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of BelCham.

(b) You retain ownership of all of your intellectual property rights in any content created, posted, or shared by you, on or through the Service and any personal data, (the "User Content"). BelCham does not claim ownership of your User Content.



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(c) You represent and warrant that: (i) you own your User Content; (ii) the posting and use of your User Content on or through the Service will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees, and any other monies owed by reason of your User Content; and (iv) you have the legal right and capacity to enter into these Terms in your jurisdiction.

2. **Rules of Conduct.**

(a) You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.

(b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.

(c) You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

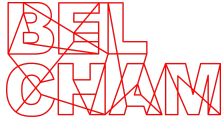
(d) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content, including but not limited to, copyright laws.

(e) You must not interfere with or disrupt the Service or servers, or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

(f) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

(g) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms.

(h) You may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by BelCham (or any individual officer or employee of BelCham); (3) use that can be confused with official communications of BelCham or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.



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(i) Certain areas of the Service provide tools for the exchange of ideas and information between users, including in the form of direct messaging. BelCham is not responsible or liable for any content, including User Content, that is posted or distributed pursuant to such user to user exchanges. The views and opinions expressed by users are theirs alone, and are not endorsed by, and should not be ascribed to BelCham. You are solely responsible for all User Content you post, and you assume all risks relating to its use by others and others' reliance on its accuracy.

(j) You acknowledge and agree that BelCham has no obligation to display, monitor, or take any action with respect to Service Content or User Content. BelCham reserves the right, without the obligation, to edit the Service and to edit, remove, delete or refuse any User Content for any reason without notice to users. If User Content violates the above standards or any other provision of these Terms, BelCham reserves the right to terminate the applicable user's account and right to use the Service, in addition to any other rights or remedies available. BelCham does not approve or endorse any User Content, and you agree that BelCham will have no responsibility or liability in connection with your use of any User Content.

3. **Privacy: Confidentiality.**

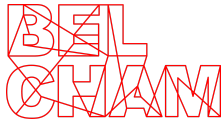
(a) BelCham agrees to use your User Content in compliance with BelCham's privacy statement, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "Privacy Policies").

(b) BelCham will treat your User Content as confidential information in accordance with BelCham policies, and only use and disclose it in accordance with these Terms and the Privacy Policies.

4. **Limitation of Liability: Indemnification.**

(a) **THIS SERVICE AND ALL ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.
BELCHAM DOES NOT APPROVE OR ENDORSE ANY USER CONTENT.
BELCHAM IS NOT LIABLE TO USERS OR VISITORS FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE, SERVICE CONTENT, OR USER CONTENT REGARDLESS OF WHETHER BELCHAM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.**

(b) You agree to indemnify and hold harmless BelCham and its officers, fellows, governing board members, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal



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fees) arising from or relating to your use of the Service or any of the Service Content or your User Content, and/or your failure to comply any provision of these Terms.

5. **User Accounts; Account Termination Policy.**

(a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at online@belcham.org of any unauthorized use of your account or other breach of security. You may not use another's account without permission. BelCham may terminate your account if you violate any provision of these Terms or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

(b) The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms, unless BelCham otherwise specifically agrees in writing, but the other provisions of these Terms will survive any such termination. BelCham reserves the right at any time in its sole discretion to cease providing any Service Content, to change or discontinue any aspect or element of the Service, without notice, or to cease making the Service available. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Service or for any service, content, feature or product offered through the Service.

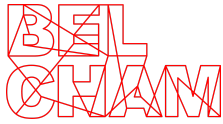
6. **Miscellaneous**

(a) **Links to Other Services.** BelCham may provide links to websites operated by third parties, including but not limited to, websites operated by BelCham, as a convenience for our users. BelCham does not endorse or accept responsibility for the content or the use of third-party websites. If you use third-party sites, you do so solely at your own risk. Links do not imply that BelCham is affiliated or associated with any linked site.

(b) **Use of BelCham Names.** Except as specifically permitted by these Terms, you may not use or register any name, logo or insignia of BelCham for any purpose except with our prior written approval and in accordance with any restrictions required by BelCham.

(c) **Governing Law.** These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

(d) **Change of Terms of Use.** Please note that these Terms are subject to change without notice from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms.



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(e) Severability: Entire Agreement. If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Your rights under these Terms of Use are personal, non-exclusive and non-transferable. Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms. BelCham's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in these Terms, nothing herein shall be deemed to confer any third-party rights or benefits. These Terms set forth the entire understanding and agreement between you and BelCham with respect to the subject matter hereof.

Belcham App End User License Agreement | EULA

This End User License Agreement ("Agreement") is between you and Belcham and governs use of this app made available through the Apple App Store. By installing the Belcham App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the Belcham App.

In order to ensure Belcham provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the "Report as offensive" feature found under each post.

1. Parties

This Agreement is between you and Belcham only, and not Apple, Inc. ("Apple"). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. Belcham, not Apple, is solely responsible for the Belcham App and its content.

2. Privacy

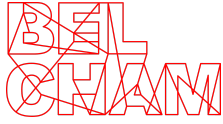
Belcham may collect and use information about your usage of the Belcham App, including certain types of information from and about your device. Belcham may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the Belcham App.

3. Limited License

Belcham grants you a limited, non-exclusive, non-transferable, revocable license to use the Belcham App for your personal, non-commercial purposes. You may only use the Belcham App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

4. Age Restrictions

By using the Belcham App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the Belcham App does not violate any applicable law or regulation. Your access to the Belcham App may be terminated without warning if Belcham believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the Belcham App, you agree to be bound by this Agreement in respect to your child's use of the Belcham App.



5. Objectionable Content Policy

Content may not be submitted to Belcham, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Warranty

Belcham disclaims all warranties about the Belcham App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, Belcham, not Apple, shall be solely responsible for such warranty.

7. Maintenance and Support

Belcham does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, Belcham, not Apple, shall be obligated to furnish any such maintenance or support.

8. Product Claims

Belcham, not Apple, is responsible for addressing any claims by you relating to the Belcham App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Belcham App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

9. Third Party Intellectual Property Claims

Belcham shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the Belcham App. To the extent Belcham is required to provide indemnification by applicable law, Belcham, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Belcham App or your use of it infringes any third party intellectual property right.