

## TERMS OF USE

Welcome to Trip2B ("Trip2B", "we" or "us"), the tool for networking during your business trips.

YOUR USE OF THIS WEBSITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW OR SET FORTH IN THE ACCOMPANYING PRIVACY POLICY, WHETHER OR NOT YOU ARE REGISTERED AS A MEMBER OF THE WEBSITE. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF USE OR THE PRIVACY POLICY, DO NOT USE THE WEBSITE.

**Membership.** In order to access all features and services of the Website, including the ability to communicate with other Members, you must register on the Website to create an account and become a subscriber (a "Member").

**Account accuracy and security.** You warrant that the information you provide in your account is true and accurate, and that you will promptly update it in case of changes. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to immediately notify us of any unauthorized use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer, so that others are not able to view or record your password or other personal information.

**Eligibility.** The Website is for personal use only, and must not be used for commercial purposes. You recognize that when you do not meet these criteria, any use of the Website will be considered an infringement of these Terms of Use.

**Interacting with other Members.** You are solely responsible for your interactions with other Members. You understand that while we reserve the right to screen our Members, to screen the content ("Content") they upload to the Website and to monitor disputes between Members, we are in no way obliged to do so. We thus make no representations or warranties regarding the conduct of our Members, the Content of the Website, or the compatibility of Members with any current or future Members. You agree to take reasonable precautions when you interact with other Members, particularly if you decide to meet offline or in person. Unless in case of gross negligence, fraud or willful negligence on behalf of Trip2B, (i) Trip2B shall be relieved from any contractual or extra-contractual liability relating to the offline conduct of any Member; and (ii) you agree to indemnify and hold Trip2B harmless from any loss, liability, or claim (including reasonable lawyers fees) if you meet other Members offline or in person.

**Modifications to the Website.** While we will try to warn you in advance and while we will always be reasonable when doing so, you acknowledge and accept that we may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Website, temporarily or permanently, at any time and without notice to you.

**Ownership of Content.** Trip2B owns all intellectual property rights in the Website. The Website contains the copyrighted material, trademarks, and other proprietary information of Trip2B and/or its licensors. Without our written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any part of the Website.

**Content posted by you.** You are solely responsible for the Content you publish on the Website, or transmit to other Members (hereinafter "post"). You understand and agree that we may review and delete any Content (including messages, photos or profiles) – in each case in whole or in part – that in our sole judgment violates these Terms of Use, or might be offensive or illegal, or that might (threaten to) violate the rights or interests of other Members or third parties. However, we are under no obligation to review or delete any Content. The following is a non-exhaustive list of the types of Content that are not allowed on the Website. It includes, but is not limited to, Content that:

- \* is offensive or promotes (or constitutes) racism, intolerance, hatred or physical harm against anyone;
- \* can harm any visitor of the Website (e.g., computer viruses and "malware");
- \* infringes the rights of any third party (particularly, but not limited to, intellectual property rights);
- \* constitutes unsolicited commercial communications ("spam") regarding any product or service;
- \* promotes illegal activities or abusive, threatening, obscene, defamatory or libelous behavior;
- \* circumvents online access restrictions;
- \* solicits passwords or other confidential information from other Members; and
- \* in general, violates any applicable law or any part of these Terms of Use.

By posting Content on the Website, you grant (and warrant to be able to grant) to Trip2B a license that provides us with all rights, to the fullest extent permitted by law, which shall be at least an irrevocable, perpetual, non-exclusive, sublicenseable, royalty-free, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content.

**Copyright and trademark Infringements.** We respect the intellectual property rights of others, and we ask you to do the same.

**Prohibited activities.** We reserve the right to investigate, suspend and/or terminate your membership if you misuse the Website in any way, due to (but not limited to) the following acts:

- \* posting inappropriate Content, as outlined above;
- \* copying (part of) the content of the Website;
- \* impersonating as any other person;
- \* stalking or harassing other Members;
- \* acting in a way that cannot be considered reasonable behavior for a networking website;
- \* causing undue load or stress on our servers;
- \* in general, violating any applicable law or any part of these Terms of Use.

**Termination of membership.** You may terminate your membership at any time, for any reason, by following the link 'Delete my profile' on the page 'Your Profile' (you have to be logged in to access this page).

Trip2B may terminate your membership at any time for convenience following a [one (1)] month notice period, by sending you an email to the email address indicated in your account. Without prejudice to our other rights accorded by law or by these Terms of Use, Trip2B may terminate your membership immediately, and without intervention of a judge, for cause: (i) if you commit any of the prohibited activities listed above; or (ii) if you infringe any provision of these Terms of Use.

**Consequences of termination.** When you terminate your membership, or when Trip2B terminates your membership for convenience, you may use the Website until the end of your then-current membership term. You acknowledge and accept that the termination of your membership, for any reason, implies that the Content you uploaded to the Website may, in Trip2B's discretion, be (partially) deleted.

**Disclaimers.** While the infrastructure of the Website is provided by us, most of the content is provided by Members. Even though we use reasonable efforts to make sure the Website is operational and free from errors, the nature of the internet in general and software in particular, prevent continuous error-free operation.

We are not responsible for:

- \* Content posted by Members;
- \* conduct – whether online or offline – of any Member;
- \* links to other websites or third party material. We are providing these links to you only as a convenience, and we are not responsible for such linked sites, including, without limitation, the content or links displayed on such sites;
- \* the temporary unavailability of (parts of) the Website (e.g., due to technical malfunctions, interruption of communication lines, traffic congestion, etc.)

You acknowledge that we merely offer a communication infrastructure through a website, and cannot promise any specific results from the use of the Website. Any advice that may be posted on the Website is for informational and entertainment purposes only, and is not intended to replace professional advice. You also understand that we make no guarantees regarding your compatibility with individuals you meet through the Website.

TRIP2BE, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE WEBSITE, THIRD PARTY CONTENT, THE SERVICES OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, THE THIRD PARTY CONTENT AND THE CONTENT POSTED BY OTHER MEMBERS OF THE WEBSITE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, THE SERVICES, MATERIALS, CONTENT POSTED BY MEMBERS, THIRD PARTY CONTENT, POST, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE WEBSITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DATE YOUR BIG MATE DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

**Risk allocation.** You acknowledge and accept that the contractual and extracontractual liability of Trip2B is limited to direct damages, up to a maximum amount of 20 EUR. In no event shall Trip2B be liable for any indirect or consequential damages arising out of or relating to the conduct of you or anyone else in connection with the use of the Website, including (without limitation) bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members you meet through our Website. The above disclaimers and limitations of liability do not apply in case of gross negligence, fraud or willful negligence on behalf of Trip2B.

You agree to indemnify and hold Trip2B harmless from any loss, liability, or claim (including reasonable lawyers fees) due to, or arising out of, your use of the Website in violation of these Terms of Use, in particular due to (but not limited to) the infringement of third party rights.

**Privacy.** The use of the Website implies that Trip2B will process your personal data. Any such processing will be performed in accordance with our [Privacy Policy](#).

**Entire agreement.** These Terms of Use contain the entire agreement between you and Trip2B regarding the use of the Website. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect.

**Assignment.** We have the right to assign, subcontract, delegate or otherwise transfer any of our rights and obligations to any affiliate or third party without your express prior authorization.

**Changes.** These Terms of Use can be changed by Trip2B at any time. Trip2B will duly advertise the changes by public notification on the Website. The changes will become effective one (1) month after the public notification. You can terminate your membership during this one (1) month period if you do not agree with the changes.

**Survival.** Even after your membership is terminated, all terms of these Terms of Use that by their nature may survive termination (including, in particular, Trip2B's disclaimers, your indemnification duty and the risk allocation provisions), shall be deemed to survive such termination.

**Governing law & applicable court.** The use of the Website, and these Terms of Use are governed by Belgian law. Any dispute about their validity, interpretation or execution will be finally settled by the competent courts of Brussels, Belgium.