

GENERAL CONDITIONS FOR USE OF THE WEBSITE

The present terms and conditions are updated as of 10th July 2018

Article 1. DEFINITIONS

The present terms and conditions, expressed in single or plural, should be interpreted in the following manner:

- **General conditions** means the Kadalog terms and conditions;
- **List Creator** means any private person - excluding legal persons - who, for a private event, create a gifts list in his/her name on the website, which is presented to the Donator(s) so that they can make a choice. The List Creator is an acting website user within the meaning of these general conditions ;
- **Gift** means the financial contribution paid by the donator to benefit the List Creator;
- **Donator** means any person wishing to offer a gift or contribute, (make a gift) on/to a list created by a List Creator via the Website. The Donator is an acting website user within the meaning of these general conditions;
- **Licensee** means the company, KADOLOG SPRL, whose head office is at 1410 Waterloo, Rue Mattot 126, registered as BCE under the registration no.0841.031.867, Website licensee ; Kadolog may be contacted by email at the following address: info@kadolog.com ;
- **Free offer** Creating a list is always free, regardless of the number of gifts put on it by the list Creator; The free offer allows the list Creator to receive, all lists open in their name simultaneously, (i) without any limitations, when gifts are hand-delivered (new gift or second-hand) or (ii) up to 10 gifts or donations, on condition that the list Creator has not ticked to use one of the "Premium Functions" or the "additional instructions" zone and has included, for example bank details and the address to send cheques.
- **Premium Offer** The premium offer allows the list Creator to receive an unlimited number of gifts whether in person or through donations. The premium offer allows the list Creator to access the full functionality of the Website except for Extras. The offer is valid for one list;
- **Extras** Extras enable the list Creator to create a custom URL for the list and have the option to send reminders to Donators who have registered a gift
- **Website:** means the websites: www.kadolog.com, www.kadolog.be, www.kadolog.fr, www.kadolog.org ;
- **User** means any person, no matter who, using the Website for whatever purpose.

Article 2. OBJECT

This document defines the terms and conditions of the Website and defines the role of the Licensee in his relationship with the Users.

Article 3. ACCEPTANCE

Users agree to use the Website with all due caution and diligence to which they are bound, in accordance with national and international law and public order.

Use of the Website, for any reason whatsoever, implies the full acceptance and understanding by users, including the / the Donator(s) and / the list Creators of these General conditions and their precedence over all other terms and conditions that the Website Users may invoke, without prejudice to the possible parallel application of special conditions of Kadolog applicable in case of using Lemon Way payment services and, if applicable, the Lemon Way general terms and conditions.

Article 4. SERVICES

4.1.1.- The website aims to provide a list Creator with a wish list creation service, better defined in section 4.1.2., and a reception service for gifts and donations offered/made by Donators, better defined in section 4.1.3. The List Creator can also subscribe to Extras, better defined in Article 4.1.4. For Donators, the Website offers a gift booking service, better defined in section 4.1.5.

As such, the Website constitutes a matchmaking platform between consumers and/or traders.

4.1.2.- The Website allows a list Creator to **create a gift list**, (Baby, Christmas, Wedding, etc.) and this can be done in several ways so the choice is left to the them to implement it under their own responsibility:

(i) Creating a list with their own gifts: the List Creator enters the description of their gifts and can associate an illustration and an amount (**together called "gift Data"**). The gift prize is determined solely by the List Creator, at its discretion, and may differ from the price that may be observed for a similar item in online stores or online sales sites. If applicable, the list Creator is required to ensure that gift(s) selected from a trader(s) is available and that their value corresponds to the gift(s) advertised on the Website. In general, the list Creator carries the sole responsibility, to the exclusion of the Licensee, of the actual availability, the content and form of gifts making up their list. The list Creator ensures especially for this purpose that, in accordance with item 10.3, it respects the intellectual property rights of third parties that may be attached to the specific descriptions and/or illustrations reproduced by them.

(ii) Move over/copy gifts from other Creators' lists: The List Creator can create his list by taking inspiration from the gift ideas - described and / or illustrated - of the other List Creators. These can be accessed in the example section via the search engine available on the Website. If the list Creator decides to move over all or part of an existing list, it is their entire responsibility and it is up to them to ensure that gift(s) selected from a trader(s) is available and that their value corresponds to the gift(s) advertised on the Website. In general, the list Creator carries the sole responsibility, to the exclusion of the Licensee, of the actual availability, the content and form of gifts making up their list. The list Creator ensures especially for this purpose that, in accordance with Article 10.3, it respects the intellectual property rights of third parties that may be attached to the specific descriptions and/or illustrations reproduced by them.

Using the « Magic button »: This button is a tool which allows a list Creator to create their list of gifts appearing on internet websites/e-shops. The list Creator carries the sole responsibility, to the exclusion of the Licensee, of the actual availability, the content and form of gifts making up their list.

The list Creator ensures especially for this purpose that, in accordance with item 10.3, it respects the intellectual property rights of third parties that may be attached to the specific descriptions and/or illustrations reproduced by them. In the case of complaints made to Kadolog in relation to the list Creator attaining intellectual property rights, Kadolog reserves the right to suspend access to the list, gifts, in accordance with item 10.4, and remove them, in accordance with item 11, if the list Creator does not comply with the instructions from Kadolog. If a company or a person thinks that their copyright has been violated, they can write to the following address: info@kadolog.com.

4.1.3.- The Website also provides the list Creator with a reception service for **gifts and donations offered/made** by donors, either (i) by hand (new or second hand gift bought by the Donator and handed directly or delivered at the address of their choice to the list Creator by the Donator, without involvement from Kadolog) or (ii) through a Gift, which has a limited quantity according to the selected offer: Free offer or Premium offer, in accordance with article 1.

The List Creator may choose to receive Donations (money) in a number of ways, provided they do not exceed 1000 EUR (below):

- by bank transfer made directly to their bank account (IBAN), on condition that they have been mentioned by the list Creator at the time of opening their account, or later by using the « Further Instructions » section
- by cheque sent directly to the list Creator, only for list Creators outside of Belgium, on condition that the address details were provided at the time of opening their account, or later by using the « Further Instructions » section;
- through payment services provided by PayPal (www.PayPal.com), only for list Creators outside of Euro zone, with respect to conditions imposed by this third party, which enable a list Creator with a PayPal account to receive payments made on line by Donators
- through payment services provided by Lemon Way, (www.lemonway.fr) with respect to conditions imposed by this third party and specified by the Licensee under its' Special terms and conditions when using Lemon Way Payment Services", which allow a list Creator, also holding a Lemon Way wallet, to receive payments by online donors. If the list Creator wishes to make use of Lemon Way payment services, it must first accept the above Lemon Way terms and conditions. Donators wishing to make online payments using Lemon Way must also accept the special terms and conditions from Kadolog.

Donations exceeding EUR 1000 can only be made by bank transfer to the List Creator's bank account (IBAN). For this purpose, even if the List Creator did not select bank transfer as a payment method, the List Creator authorizes KADOLOG to provide the Donator with his IBAN number and to invite the Donator to make the Donation by bank transfer directly to the IBAN account communicated.

The Licensee is a third party with regard to banks or to PayPal/Lemon Way systems; They cannot incur liability due to failure in any capacity whatsoever, or delay in performance of these services. If a cheque is sent to the list Creator by post, Kadolog is likewise not responsible for any failures thereof.

In all cases, the Licensee acts only as an intermediary between the list Creator and the User/Donator who have accessed it. The Licensee does not guarantee in any capacity whatsoever the actual receipt of gifts/donations, quantity and/or quality.

4.1.4.- The Website enables list Creators to subscribe to **Extras** allowing them 1) to create a personalised URL for their list from which they can communicate to Donators of their choice 2) to send reminders to Donators who have made a promise of a gift or donation

4.1.5.- Le Website allows the Donators to book gifts/donations they wish to give/make on a list. That said, booking a gift/donation is a simple promise to the list Creator and does in no way commit the Licensee.

If the Donator makes a mistake by selecting the wrong list and proceeds with the gift to the wrong person, it is their responsibility.

4.1.6 The Website allows the list Creator to add a password to their list.

By supplying a password to Donators "invited" by them, the list Creator acknowledges being fully aware that they will be responsible for the use of the Website by Guest Users and supplying the password in their responsibility.

Article 5. REGISTRATION FORM – ACCOUNT USER

5.1.- To access services provided by the Website, the list Creator must set up a User account, **(from here referred to as the « User Account »)**

Upon registration, the list Creator must provide complete and accurate information and undertake to notify the Licensee, without delay of any modification thereof. The list Creator declares and guarantees the event authenticity that has brought about the creation of the list.

The list Creator is solely responsible for the confidentiality, security and usage of the list as well as his log in and password. Licensee shall not be liable by the list Creator for any damage caused by the mention of false or inaccurate data.

Article 6. AGE ELIGIBILITY

The User hereby declares that they are of adult age and are able to commit to these terms and conditions.

The list Creator must be careful to ensure that access and/or use of their account by any third party, including minors, without their prior authorisation is blocked.

The Licensee shall not in any way be held liable in any capacity whatsoever, due to the use of the Website and/or the User Account by a minor, by any means whatsoever.

Article 7. PRICES & TERMS

7.1.- Prices and other financial terms are available on the Website ("Prices and Terms & Conditions" tab). The list Creator confirms having read these prices and terms and has understood the difference between the Free Offer and the Premium Offer. The prices shown on the Website are in Euros, all taxes included.

7.2.- The Premium offer is, for reminder, reserved to remind list Creators who paid a single contribution by list. This offer must be subscribed to by the List Creator who received more than 10 gifts or donations via one or more lists used by them simultaneously, if they have ticked one of the "premium features" (payment by donation) or if they have filled in the "more information" area via one or more lists used simultaneously.

7.3.- Subject to the rights of the Licensee to delete a User Account, in the cases listed in Item 11, registration on the Website, as well as the Extras subscription are granted for an unlimited period for the same list.

7.4.- In the event that the Website ceases trading, for any reason whatsoever, the list Creator having paid a subscription for a Premium offer and various Extras, cannot claim any reimbursement.

7.5.- The Licensee reserves the right to change periodically, unilaterally and without prior notice, Prices and Terms and Conditions, without retroactive effect. The list Creator registers and having made the subscription payment, cannot claim reimbursement for any difference in case of lower rates or promotional offer.

Article 8. WITHDRAWAL RIGHTS

8.1.- The list Creator has the right of withdrawal without prejudice to the provisions in the following paragraph.

This right is exercised by notifying by email addressed to info@kadolog.com, his waiver of one or more subscriptions made on the Website and without penalties or obligation to supply a justification, provided that the notification of withdrawal reaches the Licensee within 14 days, starting on the date of registration confirmed by the Licensee.

The list Creator is not entitled to withdrawal if one or more donators have already, at the time of exercising the withdrawal right, booked more than 10 gifts on the Creator's list. In this case, the service has been provided and the list Creator no longer has the right to withdrawal as stated in the previous paragraph.

If the list Creator claiming his right of withdrawal within the deadline of paragraph 2, alongside has created a User Account, also endorsed by Lemon Way payment services, they should also withdraw from this contract, in accordance with Item 7 of the Lemon Way's general terms and conditions.

Article 9. CREATING LISTS

9.1.- A list Creator, having subscribed to a Premium Offer before 1st May 2014, has the right to modify their list at will and without time limit, without additional payment and without prior authorisation from the Licensee. They do not however have the right to a "newly weds, new parents" card unless they registered creating a new Premium list. They must register again.

9.2.- A list Creator who has subscribed to a Premium Offer after 1st May 2014, will not be able to use their list as part of a unique event in a limited time period. And so, this list cannot be reused as part of another event, even related (e.g. a wedding list could never be reused for a baby gift list or a baby gift list for a first child could not be reused for a second child). For premium lists, it is not possible to change anymore the parameters of the list after the 12-month period (from the date of subscription).

The aforementioned list Creator can change the purpose of the list created as long as they have sent the request to the Licensee by email (info@kadolog.com) within 14 days of creating the list. Kadolog however, reserves the right to refuse, especially if gifts or donations have already been made by Donators.

Extras registered that are linked to a single defined list, will not be carried onto other existing lists or new lists created.

Article 10. THE USAGE OF LISTS

10.1.- The Users undertake to use the services offered by the Licensee, as defined in the terms and conditions, in good faith and not to violate these terms.

10.2.- The list Creator agrees to voluntarily subscribe to a Premium Offer if the terms and conditions are met and to not profit unduly from the free trial offer made available by the Licensee.

10.3.- The Users expressly agree not to use the services offered by the Licensee for unlawful and immoral purposes.

To this end, the User agrees not to reproduce, without prior and express approval from the author, and this is not just limited to work, illustration, images, photographs, text, files, etc., but more generally any content protected by intellectual and industrial property rights. The list Creator agrees to carry out all necessary checks with respect to the rights attached to the items displayed in their list(s) and, if applicable, to obtain permission from the copyright owners. The user agrees to fully ensure the Licensee against any damage suffered directly or indirectly by the Licensee due to their behaviour.

10.4.- The Licensee reserves the right to suspend access to any list they considers to violate these terms and conditions, or on a legal standing to be immoral.

In such an event, the Licensee will notify the list Creator concerned by email. The Licensee will give the list Creator the opportunity to correct the misconduct outlined.

Article 11. SUSPENSION OF ACCESS TO LISTS – DELETION OF USER ACCOUNTS

11.1.- Failure for the list Creator to which the suspension refers to in Item 10, to remedy the situation to which the complaint is based, the Licensee will send a formal demand to be complied with immediately.

If notwithstanding the demand, the list Creator does not voluntarily put a stop to the wrong doing, the Licensee will delete the user Account of the list Creator, without further notice, nor prior notice and without indemnity paid on their part.

The Licensee reserves the right to refuse a re-inscription from a list Creator that has previously had their user Account deleted. In general, the Licensee reserves the right to suspend or discontinue all or part of Website access. The Licensee may take technical measures and, where appropriate, legal action, if it is presumed that the list Creator has infringed in any way whatsoever, on the interests of the Website owner or any third party, including any intellectual property rights.

Article 12. NEWLY WEDS – NEW PARENTS CARD AND ITS BENEFITS

12.1.- The Kadalog card, (hereinafter referred to as « Card ») is offered, at the discretion of the Licensee, to all people aged over 18 years, resident in Belgium, who open a Premium Offer Wedding list or Baby gift list on the Website.

This Card offers benefits and discounts, (hereinafter referred to as « the Advantages ») from individual trading partners shown on the Website under the “Advantages” tab.

12.2.- The Card is uniquely reserved for : (i) « newly weds », that means those who got married one year before or after opening the list, or (ii) “Future parents”, that means the birth of their child was up to 1 year before or after opening the list. The Licensee reserves the right to request a proof of the marriage or birth (birth certificate, the list Creator’s ID documentation, along with a copy of the birth certificate of the child or marriage certificate).

The card is strictly personal and registered to the individual’s name. A form of ID may be requested by the Licensee trading partners. The card cannot in any case be lent to a third party for which the penalty will be confiscation thereof.

It is reserved exclusively to individuals for their own domestic needs and conditions of use complying with these terms and conditions.

The card is valid for 1 year and cannot be renewed.

It is not possible to replace the card even if lost or stolen.

12.3.- To be able to benefit from the Advantages, the card must be presented to the trading partner at the checkout, **before** the invoice/ticket has been processed.

The Advantages are only valid for purchases made at points of sale, established in Belgium, through trading partners excluding any purchase on the internet (except Krëfel, see item. 13). Advantages do not apply to items that are already on sale. They cannot be combined with discounts and deals offered by that trader. This includes competitor(s) lists directly opened with a trader except with prior approval by the trader/retailer.

The Advantages gained are personal and may not be transferred to third parties. The Licensee, being a third party in the Advantages allocation, cannot guarantee the benefits. Indeed, Advantages offers and information appearing on the Website is strictly informative; it is susceptible to change without prior notice from the trading partner. The card entitles the user to benefit from the Advantage and not from a credit; it does not constitute a means of payment.

The Licensee is not responsible for the quality of products and services offered by trading partners or errors appearing on their website. Similarly, the Licensee and trading partners provide no guarantee of the availability of products and services that the list Creator has included on their list.

12.4.- In the case of fraud, the Licensee and the affiliated traders reserve the right to claim a reimbursement for all the Advantages obtained irregularly.

More broadly, the Licensee disclaims all liability for fraudulent or abusive use of the card or in violation of these terms and conditions and reserves the right to deactivate a loyalty card and/or taking any action it deems appropriate, in cases where the Card is misused or used fraudulently.

Article 13. ADVANTAGES OFFERED BY KRËFEL

13.1.- The Card, as described in item 12 of the terms and conditions, grants the user a special advantage with the trader, Krëfel. They receive a coupon code for 10% (hereinafter referred to as the "promo code"). This is only valid for a shopping basket to the value up to 2,000 euros, on the Krëfel website ([www.Krefel / be](http://www.Krefel.be)).

This Code may be used twice, (so for a maximum value of 4,000 euros). Kadalog provides the Code on request.

13.2.- If the Cardholder wishes to spend more than 4000 euros on the Krëfel website, they can simply send an email to the Licensee at: info@kadalog.com, which may, with the prior agreement from Krëfel, provide the Cardholder with one or two additional promo codes.

13.3.- The aforesaid purchases must be made during the period that the Card is valid.

The Advantage that constitutes the coupon code cannot be added to other promotions and benefits offered by Krëfel. The Advantage only concerns purchases relating to household needs in the quantities usually required in this context. It does not apply to purchases of mobile phones, GSM packs, GSM cards and tablets.

Article 14. MODIFICATION

14.1.- The Licensee reserves the right to change the terms and conditions periodically, unilaterally and without prior notice and for example amend the legislative and regulatory changes, or change the features offered.

Users must regularly consult the terms and conditions to be informed of any changes that have been made.

Users who expressly agree to the above, are presumed to have read, understood and accepted these changes by continuing to use the Website.

Article 15. INTELLECTUAL PROPERTY OF THE LICENSEE

15.1.- The general structure of the Website and all the contents that are broadcast there (in particular images, articles, photographs, illustrations, distinctive signs, logos, trademarks, videos, interviews, sounds, text, etc.) , including its newsletter, are protected by national and international legislation on intellectual property, notably copyright, neighbouring rights, trademark rights and use of image rights.

15.2.- These terms and conditions do not transfer any intellectual property rights to users who are not authorised to copy, send, distribute, broadcast, sell, publish, issue, circulate, arrange or modify the material on the Website other than in the context of the use and management of lists created.

The facility offered to the list Creator to download contents from the Licensee's server onto their list(s), does not in any way create any right on their part over the content belonging to the Licensee which remains their full and entire property, where applicable. All reproduction rights are reserved, including text, downloadable documents, illustrations and photographs. As such, failure to show that the Licensee has given authorisation, it is strictly forbidden to use the contents of the Website and to reproduce, display, modify or adapt all or any part.

Article 16. PERSONAL DATA

The protection of your privacy is importance to us. We wish to inform you as much as possible, respect your rights and allow you to control what happens to your personal data, in accordance with the European Regulation 2016/679 of 27 April 2016 on the protection of individuals regarding the processing of personal data and the free movement of such data (hereinafter 'the European Regulation').

You can read our privacy policy on the following link: <https://www.kadolog.com/cgu/en/Privacy.pdf>

Article 17. USER OBLIGATIONS AND THE CONSEQUENCES OF NOT RESPECTING THEM

17.1.- Users have an obligation to conform to instructions, messages, rules, terms and conditions mentioned by the Licensee. All instructions and notices from the Licensee, (e.g. frequently asked questions) must be respected by the Users in the up to date version that may be amended.

17.2.- If Users do not respect any of their obligations under the terms and conditions of any kind, the Licensee can take appropriate measures (e.g. Issue a warning, block or delete content , block access to Users and notify them).

17.3.- Users are responsible, without any restrictions, for their personal conduct. This applies in particular if in doubt to any contribution published or content used by Users. More specifically with regard to the list Creator, it is presumed that they check before that content created on their list does not violate statutory regulations or does not violate public rules or rights of third parties (e.g. copyright, right to data protection).

The Licensee is not obliged to verify character or to check the legality of content and contributions. By posting content on the Website, the list Creator confers to the Licensee definitively all necessary rights without any restrictions in terms of territory. Depending on the content, this includes in particular the right to maintain, adapt, edit the content and publish it

The list of Creator can only ask for the deletion of the subsequent content posted on the Website if there are important reasons to do so.

The list Creator releases and discharges the Licensee of the consequences of any complaint that may be filed against them by third parties due to their violation of an obligation or a right, unless it is not the author. Defence costs within reason, would also be reimbursed.

Article 18. RESPONSIBILITY

18.1.- The Licensee responsibility shall not be incurred in the following cases:

- i. operating difficulties of the Website or interruption of its services beyond its control;
- ii. temporary interruptions of service or website for development, maintenance and update purposes;
- iii. failure or malfunction of the Internet in the transmission of data, messages or documents;

18.2.- The Licensee makes every efforts to provide accurate information on the Website, which can be modified and updated without prior warning or notification.

Le Titulaire, ainsi que tout autre partie mentionnée sur le Site ne supportent aucune responsabilité et n'assurent aucune garantie explicite ou implicite en ce qui concerne l'absence d'erreur, de virus ou de fonctionnement défectueux du Site et/ou sur le caractère correct, raisonnable, à jour et complet du contenu du Site et des pages.

The Licensee as well as any other party mentioned on the Website bears no liability and provide no explicit or implicit guarantee regarding the absence of errors, viruses or faulty operations of the Website and/or the character and validity of the Website and pages.

The Licensee can only be held responsible any direct or indirect damage, in the broadest sense, which arises from or is related to the use of the Website.

Article 19. INFORMATION ON THE WEBSITE

Descriptions of products/services shown on the Website are purely informative. The Licensee cannot be held responsible for them in any capacity whatsoever.

Article 20. FORUM AND COMMENTS

20.1.- The Licensee allows the Users to leave comments on certain pages of the Website.

Users agree to comply with the generally applicable legislation and in particular not to post any disparaging, defamatory, abusive, hateful, belligerent, racist, xenophobic or incite discrimination, hatred or violence in respect to a person or entity, group, community or their members, because of a supposed race, colour, descent, nationality or ethnic origin thereof or of individuals among them.

Similarly, the User agrees not to post images, illustrations, hyperlinks, pictures, etc., violating any Belgian or international legal provision.

20.2.- The Licensee will in no way be held liable on account of any information or material whatsoever, posted by any User whether or not on the Website.

Article 21. USAGE LIMITATION

21.1.- Users agree not to use the Website:

- i. for commercial purposes of any kind;
- ii. for advertising purposes;
- iii. as an advertising platform, for newsletter, viruses and/or spam, and this list is not exhaustive;
- iv. to promote, broadcast items for which sales are prohibited or immoral.

Article 22. HYPERLINKS

22.1.- Hyperlinks put in place to other websites do not engage the responsibility of the Licensee who has no control over the content of these websites.

22.2.- If the Licensee is not opposed to creating hyperlinks to their website, an authorisation should however be applied for and obtained in writing beforehand.

22.3.- The Licensee reserves the right to demand the removal of a link to any page of the Website if they believe that maintaining the link does not match their missions, values or that it is likely to harm them.

Article 23. COOKIES

In order to assist the registration process and use of the Website, the User is informed that one or more cookies will be put in place. The User reserves the right to use these cookies to customise the Website display. The User may refuse the use of cookies via the settings in their browser. The operation for most of the Website services will not function properly without enabling the cookies.

When the User accesses the Website, the consulted servers automatically collect the following data: (i) the IP address assigned during the connection; (ii) the date and time of accessing the Website; (iii) the pages; (iv) the type of browser(s) used; (v) the platform and / or operating system installed on the computer; (vi) the search engine and keywords used to find the Website.

This information is only retained by the Licensee for the sole purpose of measuring the number of visitors to the different sections of the Website and to help them make improvements.

Article 24. NEWSLETTER

The list Creator accepts that the Licensee may choose to send out a newsletter relating to their business at a frequency and format of their choice. By ticking the box provided for this purpose, the list Creator agrees to receive offers from the Licensee.

The « subscribed » list Creator has the option to unsubscribe from the newsletter by clicking on the link provided for this purpose, present in each of the newsletters (newsletters).

Article 25. CUSTOMER SERVICE

The Licensee Customer Service is available from Monday to Friday from 8.00 a.m. to 6.00 p.m. by email to the following address: info@kadalog.com or via the "FAQ" page on the www.kadalog.com website. All requests, question and/or possible claims may be sent here.

The Licensee will endeavour to respond within 48 hours.

Article 26. MISCELLANEOUS CLAUSES

26.1.- Users accept that the Licensee addresses any notifications by email, post or broadcasting on the Internet.

26.2.- If one or more clauses within the terms and conditions are declared null and void or not applicable, the invalidity or unenforceability may not affect the validity or enforceability of the remaining clauses.

26.3.- The fact that the Licensee omits, at some point, to require the strict application of the terms and conditions, cannot be considered a waiver of rights to them and will not prevent the Licensee from requiring strict compliance.

Article 26. APPLICABLE LAW AND JURISDICTION

26.1.- These present terms and conditions are governed by Belgian law.

26.2.- Users expressly acknowledge that any disputes arising out of these terms and conditions will be the exclusive jurisdiction of the courts of the judicial district of Brussels (Belgium). The procedure will be conducted in French.

26.3.- An online settlement of disputes is also possible by accessing the ODR platform implemented by the European Commission.

http://ec.europa.eu/consumers/odr/index_en.htm