

TERMS OF USE

The site Koalect.com is managed by Koalect SA, with headquarters in 1332 Genval, Rue des Ateliers 31, registered at CBE under the nbr 0564.791.903.

Opening hours:

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E-mail of contact person : hello@koalect.com

1 Object and acceptance

- 1.1 These terms of use determine the access and the usage of the Website, the products and the services of Koalect.com
- 1.2 Every person that visits the Website for information without having an account, is considered as a visitor.
- 1.3 Every person interacting with the Website and having an account or performing a transaction, is considered a User.
- 1.4 By accessing or using the products and services, the User accepts by subject to these terms.
- 1.5 Additional contractual terms can be imposed to Users that are part of Partner organisations.

2 Access and usage of the service

- 2.1 Koalect is designed as a tool to manage projects to collect funds (crowdfunding) and as a platform to find ideas and partners to execute projects (crowdsourcing).
- 2.2 A distinction must be made between the company Koalect, which provides the Platform and manages its technical aspects, and the Customer of Koalect which manages the collection of funds. These terms of use frame the technical interaction with the Platform. They could be supplemented by the terms of use and privacy policy specific to the Customer.
- 2.3 Koalect acts on behalf of its Customer, except when a technical necessity or a legal obligation requires it to act on its own initiative.
- 2.4 Access to the Website is only permitted subject to acceptance of these terms of use.
- 2.5 Koalect has the right to change these terms at any time. In the event of a major change, a notification will be sent to the User by email.
- 2.6 All additional rules and policies are an integral part of these terms of use. The User is therefore advised to regularly consult the most recent version of these terms of use, which can always be found on the Website.

3 Your registration obligation

- 3.1 If the User chooses to create an account on the Website, he undertakes to provide truthful, correct, current and complete personal information. If he chooses a Username or other login for his account or page, Koalect reserves the right to delete or recover it if the login is not appropriate.
- 3.2 Registration data and certain other information concerning the User are subject to the Privacy Policy that the User accepts.
- 3.3 Minors under the age of 13 are not authorized to use Koalect, regardless of whether they are registered or not.
- 3.4 Minors under the age of 13 may only use the service with the permission of the person exercising parental authority.
- 3.5 The User is responsible for the validity and current nature of the information provided when creating or managing an Account.
- 3.6 The User is responsible for the security and confidentiality of his Accounts, terminals, passwords and connection. The User therefore takes responsibility for any activity that is performed from or via his Account.
- 3.7 The User does not create more than one Account and does not undertake to create a new one if the first was deleted by KOALECT, regardless of the reason for this removal, without having requested KOALECT's prior permission.

4 The content of the site

- 4.1 Koalect is always exclusively bound to a best efforts obligation.
- 4.2 The elements, services and functions that Koalect makes available to the User must be used in accordance with the instructions and documentation provided.
- 4.3 The User accepts that the functionalities proposed by Koalect may change, which means that certain functionalities can be removed and others added, without the User thereby having acquired a right of access to a functionality or a certain group of functionalities.

5 User content

- 5.1 KOALECT reserves the right to refuse access to the Platform, close an Account or remove content if a User violates any applicable law or provision of the Terms.
- 5.2 The User uses the Software with due diligence, in compliance with these terms of use, laws and good morals. KOALECT therefore disclaims any liability in the event of improper use or use contrary to the intended use of the service.
- 5.3 The User undertakes, when using the Software, not to spread illegal or fraudulent information or information that is contrary to public order, or information that in any way damages the rights of third parties. In this case and given that the remarks made and shared via the platform are not subject to any prior check, KOALECT can not be held liable. Nevertheless, KOALECT undertakes to do everything possible to make manifestly illegal content that is brought to its attention unavailable, subject to referral to the competent authority.

6 The rights of the user

- 6.1 The User grants to KOALECT free of charge the right to use and reproduce, for the purposes of providing the services, all the information that the User communicates even though such information contains elements protected by an intellectual or industrial property right.
- 6.2 The User provides KOALECT with an ad hoc license on his content for the execution of its mission.
- 6.3 More generally, the User grants KOALECT the right to consult the data in order to perform Maintenance and / or Support work.
- 6.4 Koalect will request permission from the User for any commercial use.
- 6.5 It is strictly forbidden for other Users to copy any content from another User without permission.

7 Commercial use and advertising

- 7.1 Koalect is intended for projects to collect funds that raise money thanks to the support of a community.
- 7.2 The User guarantees that he complies with the legislation on advertising for the relevant operations and that he does not make any unsolicited, unauthorized advertising and / or does not commit himself to other forms of spam, chain mail, pyramid schemes, prohibited competitions or any other form of unwanted approach.
- 7.3 The use of the platform for the purpose of advertising or offering for sale goods or services for commercial purposes without the consent of Koalect is prohibited.
- 7.4 Koalect reserves the right to promote events, activities, brands, ... in connection with customers or partners.

8 Security

- 8.1 Koalect protects the user's content and account, but cannot guarantee that unauthorized third parties will not be able to circumvent the security measures.
- 8.2 The User must immediately inform Koalect of any unauthorized transaction or use of his account.

9 Links to third parties, sites and services

- 9.1 The website and services may contain links to third party sites, advertisers, services, special offers or other events or activities that are not owned or controlled by Koalect. Koalect assumes no responsibility for such third party sites, information, materials, products or services.
- 9.2 If the User accesses via Koalect a third party website, service or content, he does so at his own risk and it is agreed that Koalect will have no liability arising from the use or access to any third party website , service or content.

10 Intellectual property rights

- 10.1 The Platform, its graphical interface, its logo, its source code, the texts and images it contains, the related databases, the associated software libraries, ... are protected by Intellectual Property Rights that KOALECT holds or covered by business secrets which KOALECT holds.
- 10.2 The Platform may also display the logo, texts or images and contain databases, applications, ... that are protected by Intellectual Property Rights held by the Customer or that are covered by business secrets held by the Customer.
- 10.3 Except when expressly permitted by Koalect and / or the Customer and / or the relevant third party, the User may not modify, reproduce, rent, borrow, sell, distribute or create derivative works in whole or in part of the content on the site. He is therefore not allowed (and may not authorize others) to copy, modify or create a derivative work, reverse design or assembly or otherwise attempt to source, sell, concede, sublicense or otherwise transfer any rights connected to the Website and / or its Content.

11 Payment Service

- 11.1 For the security of the electronic transfers of funds and the proper execution of the payment orders in general, only the financial institutions that manage these transfers are responsible.
- 11.2 The User understands and accepts that KOALECT cannot enter into more commitments than those entered into by its payment service provider. The User must take note of the general terms and conditions (https://www.mangopay.com/terms/MANGOPAY_Terms-EN.pdf) and limitations of liability that apply to the payment services that he uses.
- 11.3 KOALECT cannot be held liable for any damage, irrespective of whether it is the result of an error, omission, breakdown, malfunction or reprehensible act in connection with the payment services that cannot be directly attributed to him.
- 11.4 The User must take note of the general terms and conditions and limitations of liability that apply to the payment services he uses.
- 11.5 KOALECT can under no circumstances be held liable in the event of fraudulent use of the payment methods made available to the User.
- 11.6 KOALECT uses a SEPA Direct Debit mandate that has been concluded between the User and KOALECT on behalf of the Customer for which the User has set up a recurring donation. Claims within this mandate only relate to the Customer for whom the User has set them up.

12 General provisions

- 12.1 The Terms and Conditions contain the integral agreement that has been concluded between the Parties and supersedes and cancels any communication and previous agreements concerning their object.
- 12.2 If an article of these terms and conditions is declared wholly or partially unlawful, invalid or inapplicable pursuant to any applicable law or court decision, then this article is deemed not to be part of it, without affecting legality, the validity or applicability of the rest of the Terms.
- 12.3 Each Party shall use its best endeavors to immediately negotiate, in good faith, a valid replacement article that, to the extent possible, maintains the economic balance and intent of the Parties as expressed in the deleted article.
- 12.4 The non-exercise or any delay in the exercise of a right or appeal provided for by the Terms and Conditions or the law does not constitute a waiver of this right or appeal and does not prohibit or limit its subsequent exercise.

13 Applicable law and competent court

- 13.1 The Terms and Conditions are exclusively governed by and interpreted in accordance with Belgian law.
- 13.2 The Parties will always endeavor to settle each dispute amicably.
- 13.3 If that is impossible, any dispute between the parties arising from or related to these Terms and Conditions will be settled exclusively by the Dutch-speaking court of Brussels.
- 13.4 The procedural language is Dutch.