

TERMS OF USE “CONNECTS”

Welcome to CONNECTS, a Business-to-Business (B2B) matchmaking and collaboration platform (hereafter referred to as “**the Platform**”). This page contains the terms of use on which You may access and make use of the Platform (“**Terms of Use**”).

The present Terms of Use contains the following elements:

- Outline your legal rights on the CONNECTS Platform
- Explain the rights you give to us when you use the CONNECTS Platform
- Describe the rules everyone needs to follow when using CONNECTS Platform
- Contain an agreement on how to resolve any disputes that may arise by arbitration

Please read these present Terms of Use, our Privacy Policy and any other terms referenced in this document carefully.

1. INTRODUCTION AND OBJECTIVES OF THE PLATFORM.....	2
2. DEFINITION	3
3. AGREEMENT	5
4. SERVICES	5
5. ELIGIBILITY	6
6. MEMBERSHIP	6
7. MEMBERSHIP FEES	7
8. ADDITIONAL SERVICES	7
9. PRIVATE COMMUNITY ACCESS.....	7
10. DATA BASE ACCESS.....	7
11. INTELLECTUAL PROPERTY RIGHTS	8
12. ACCESS TO THE PLATFORM	9
13. CONTENT.....	9
14. PERMISSIONS	10
15. ACCEPTABLE USE POLICY OF THE PLATFORM.....	12
16. INFRINGEMENTS AND REPORTING	15
17. PRICING.....	15
18. PAYMENT	16
19. REFUND.....	16
20. DISCLAIMER OF WARRANTY	17
21. LIABILITY	18
22. DATA PRIVACY.....	19

23. CANCELLATION AND TERMINATION	19
24. INVALIDITY	20
25. JURISDICTION AND GOVERNING LAW	20
26. YOUR CONCERNS.....	20
COMMUNITY CREATOR LICENSE TERMS	21
1. Introduction	21
2. Object	21
3. Price & Term.....	21
4. Entry Fee	22
5. On and off-line Events	22
6. Management of the Community	22
7. Licenses.....	23
8. Compliance with Law:.....	23
9. Data privacy:	23
10. Limits on Liability:.....	24
11. Infringement	24
12. Conflicts and Supplemental Terms	24

1. INTRODUCTION AND OBJECTIVES OF THE PLATFORM

The Platform underlying CONNECTS is developed and owned by TIAO SA, a company duly incorporated under Belgian Law with headquarters at Avenue des Saisons 118A, 1050 Brussels, registered at the Belgian registry of companies with the following number: BE0662.672.029 (hereafter “**TIAO**,”).

CONNECTS is an online matchmaking and collaboration platform for networks of chambers of commerce and trade associations across the world to create trade and business development opportunities for the Members of participating chambers and trade associations of the CONNECTS Network.

By signing up/or otherwise using any of the Platform and/or the Services or accessing any content or material that is made available through the Services (the “Content”) you are entering into a binding contract with the entity granting you the following license (see article 3).

TIAO or your Network Partner grants you a worldwide, non-exclusive and revocable limited licence to use the Hosted Services, the Platform under the brand name "CONNECTS", as well as the Data, and Software (s) associated by means of a Supported Web Browser for the Business purpose in accordance with the present Terms of Use.

In any case when subscribing for the Community Creator Licence, you will be directly contracting with TIAO.

Hosted Services and other contents may be developed, modified and updated from time to time.

2. **DEFINITION**

The following words and expressions shall, unless the context otherwise requires, have the following meanings:

- 2.1 **"Community"** is a private group created on the Platform around a specific business interest, a topic, a sector and that may be used to create e.g. task forces, working groups, lobby groups, industry sectors fostering a collaboration with peers and organisations for sharing ideas, best practices, and developing innovative and new business opportunities.
- 2.2 **"Community Creator License or CCL"** means the License enabling a Member to create and curate communities which are online private groups of Members/ within which information may be shared and discussed and contacts may be directly made between Members part of this community.
- 2.3 **"CONNECTS"** means the branded version of the Platform managed by TIAO that enables Network Partners and their Members to connect with each other and provide services to each other in a global business network;
- 2.4 **"Content"** means all data, works and materials uploaded to or stored on the Platform, transmitted by the Platform for uploading or generated by the Platform as a result of the use of the Services.
- 2.5 **"Documentation"** means the documentation for the Hosted Services produced by TIAO and delivered or made available TIAO to the Customer;
- 2.6 **"Hosted Services or Services"** means the services available on the Platform;
- 2.7 **"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
- 2.8 **"Business Purpose"** means allowing the Network Partner 'Members to access to a global online community Platform, helping them create trade and business development opportunities in a safe and trusted environment.
- 2.9 **"Platform"** means the platform developed and managed by TIAO in order to provide the Hosted Services, including the application and database Software for the Hosted Services, the system and server Software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- 2.10 **"Member account or Account"** means the personal and private account necessary to access the Hosted Services and the Platform;
- 2.11 **"Member(s)"** mean(s) any individual and/or company, able to access the Platform through the creation of a Member account;

- 2.12 **"Membership fee"** means the fee payable by an Independent Member in order to own a Member account and access the Platform and the Services;
- 2.13 **"Moderator"** means one or several legal or natural person(s) facilitating and servicing Member activities on the Platform.
- 2.14 **"Network Partner"** means a chamber of commerce and/or a trade association or any business network that meets the admission standard of the CONNECTS Network.
- 2.15 **"Network Member or Member"** means any individual and/or company affiliated to a Network;
- 2.16 **"Personal Data"** has the meaning given to it in the EU General Data Protection Regulation (Regulation (EU) 2016/679);
- 2.17 **"CONNECTS Network"** means a "broader multi-node network" named the "CONNECTS" Network where a Network Partner may be connected to another Networks that are also members of the CONNECTS Network. This enables each participating Network Partners to allow its members to safely connect with members from other participating Networks, creating a multi-node platform.
- 2.18 **"Standards of admission"** means a set of eligibility criteria used by TIAO to accept new Networks Partners on the CONNECTS Network and by Network Partners to recruit new Members on the CONNECTS Network. From time to time, such Standards of admission may be subject to modifications by TIAO;
- 2.19 **"Software"** shall mean a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression;
- 2.20 **"Update"** means a hotfix, patch or minor version update to any Platform Software
- 2.21 **"Privacy Policy"** means the document informing every Member using the Platform and its hosted Services, of their rights and obligations regarding data privacy regulations and legislations.
- 2.22 **"Website"** or **"Site"** means the website available on this address: <https://www.connects.world/>
- 2.23 **"User"** or **"You"** means any Network Member having access to the Platform through a Membership.
- 2.24 **"Us"** or **"We"** or **"Our"** means either:
- TIAO and/or your Network Partner following the different situations described here
 - TIAO if You register directly to the CONNECTS platform
 - Your regional Network Partner if the sublicense of this Platform is included in your Membership fee
 - TIAO if your contract includes a Community Creator Licence.
- 2.25 **"Database"** means any Database made accessible by Us under licence on the Platform in accordance with the modalities and within the limit of options subscribed for by the User.
- 2.26 **"Additional Services"** means any other services that are not included in your basic Membership Fee.
- 2.27 **"Access Database"** means all Services enabling Users to access, consult, export and/or extract data relating to companies contained in a Database provided by Us and/or Our partners in accordance with the modalities and within the limit of options subscribed for by the User.

2.28 “On-line Order” means on-line subscription to the Services, as summarised in a purchase order sent on-line (via email).

3. AGREEMENT

Depending on the situation, you will be contracting either with TIAO and/or your ~~regional~~ Network Partner, as follows:

- TIAO if You register directly to the CONNECTS Platform
- Your Network Partner if you are a Member of the latter (the sublicense of this Platform should be included in your Membership fee)
- TIAO, in any case, if your contract a Community Creator Licence.

Your agreement with us includes these Terms of Use and any additional terms that you agree to, as discussed in the Entire Agreement section below, other than terms with any third parties (collectively, the “Agreements”).

The Agreements include terms regarding future changes to the Agreements. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on CONNECTS’ website.

You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Platform, the Hosted Services or access any other Content.

Occasionally we may make changes to the Agreements for valid reasons, when we make material changes to the Agreements, we’ll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or by sending you an email.

In some cases, we will notify you in advance, and your continued use of the Hosted Services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully.

If you do not wish to continue using the Hosted Services under the new version of the Agreements, you may terminate your account by contacting us.

4. SERVICES

You can find a description of our Services on our website, and we will explain which Service options are available to you when you create a Member Account. Almost all of our Services are included in your Membership fee which enables you to create comprehensive company and personal profile describing their products/services.

However certain options such as the Community Creator License require an additional payment before you can access them.

We may also offer special promotional plans, Memberships, or services, including offerings of third-party products and services in conjunction with or through our Services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms of Use.

We will explain which Services are available to you when you create your Member Account.

If you cancel your subscription to our Services or if your subscription to this Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the said Service.

If you have purchased an access to the Community Creator License, the separate Community Creator License terms and conditions shall also apply to your access to the Service and you agree to comply with such terms and conditions. You may also purchase access a Community Creator License through a third party. In such cases, separate terms and conditions with such third party in addition to the Agreements may apply to your access to the Service.

5. ELIGIBILITY

The Platform is intended for use by registered companies and/or professional individuals world-wide.

To use the Services, you agree that:

- (1) You must be at least the legal “Minimum Age” depending on the legislation of Your country of origin or older;
- (2) You have the valid permissions in order to represent the company or professional registered with the authorities in Your country and will use the Platform only in a manner consistent with all professional, ethical, regulatory, statutory and other legal requirements.
- (3) Your request to join the Platform has to be reviewed and approved by a Moderator appointed by Your regional Network Partner. Even if You are an Independent Member, the Moderator of the Network competent for Your regional area will have to approve Your request.

6. MEMBERSHIP

You agree to choose a strong and secure password; keep Your password secure and confidential; not transfer any part of Your account, follow the law and the present Terms of Use. You are responsible for anything that happens through Your account unless You close it or report misuse.

You guarantee that the information and data that You use to fill in Your profile is completely accurate, complete and legitimate.

7. MEMBERSHIP FEES

If, you register directly to CONNECTS, in order to access the Services, you agree to pay Us the applicable Membership Fees. Failure to pay these fees may result in the termination of Your subscription. Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates). This is not applicable if your Membership Fee is already included in your Network Partners membership.

8. ADDITIONAL SERVICES

Certain additional Services such as the Community Creator License may be subject to additional fees not included in the basic Membership Fee. Such additional fees are indicated and itemised in a purchase order.

The present Terms of Use, purchase order and, where applicable, other specific conditions such as the Community Creator License form an indivisible whole. In the event of incompatibility between the Terms of Use and more specific conditions mentioned on the purchase order, the latter conditions shall prevail.

9. PRIVATE COMMUNITY ACCESS

You may be granted access to a private group (Community) that has been created by a Network Partner or a User that has purchased a Community Creator License according to the Community Creator License Terms.

This access may be granted freely or under the subscription of an Entry Fee.

When interacting within such groups, you will create a direct contractual relationship with the Community Creator, who shall your contact point within this Community, we will be then considered as third-party to your contractual relationship with Community Creator.

However, provisions you hereby agree that you will:

- Still be bound by the present Terms of Use as a Community Creator
- Still be bound by the present Terms of Use as a Community Member
- Impose the respect of the present Terms of Use to every Community Member in your quality of Community Creator

10. DATA BASE ACCESS

By subscribing to a Membership, the User may access the Database of partners such as Kompass and or Open Corporates.

The acts of use allowed to the User are those. In any case the use of the data retrieved from the Database contrary to present terms is forbidden. User shall have to accept Partners terms before accessing their Databases.

The acts of use allowed are strictly personal to the User. Without express authorisation in writing beforehand you shall refrain from transferring your rights to third parties, from communicating access codes that have been given to you and/or allow people other than members of its staff to benefit from them within the agreed limits.

You shall also refrain from reselling, distributing and/or sublicensing the use of the data retrieved from our Partner's Databases.

You shall be liable for any unlawful use of the data retrieved from our Partner's Databases

Any access code (or connection login) delivered is in principle a multiple access with which you may invite other colleagues. However, this sharing the same code or login among several people is not allowed. You must ask for as many codes or logins as there are people likely to carry out acts of use.

11. INTELLECTUAL PROPERTY RIGHTS

TIAO is the owner and Networks Partners are the licensees of all Intellectual Property rights in the Platform, Hosted Services, Software and, in the material, contained therein, including all copyright, patents, trademarks, designs, know-how and any other confidential information. All such rights are reserved.

You have no ownership rights in the Platform, any Services, or functionality provided by the Platform or any related documentation.

In this regard, any Software and any related Documentation are protected by copyright law and international treaty provisions.

You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Platform without Our prior written consent.

You may not assign licence or any of the rights or licences granted under this Terms of Use to any person or entity. Any attempted sub licence, transfer, or assignment in violation of this Terms of Use is void.

You acknowledge that the Platform contains proprietary trade secrets of TIAO and/or the Networks Partners.

You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform underlying the access to the Platform by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

If You do or attempt to do any of the foregoing, we will immediately cease Your right to use the Platform and You must, at Our option, return or destroy any copies of the materials You have made.

12. ACCESS TO THE PLATFORM

Access to the Platform is provided by Us.

We reserve the right to withdraw or amend the Platform or any Content contained therein without notice. We will not be liable to any party whatsoever if for any reason the Platform or any material contained therein is unavailable at any time or for any period.

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We reserve the right to disable any User identification code or password, whether chosen by You or allocated by Us at any time, if according to Us You have failed to comply with any of the provisions of these Terms of Use.

13. CONTENT

We grant You limited, non-exclusive, revocable permission to make personal, use of the Content (collectively, "Access") within the limits of the Business Purpose. This Access shall remain in effect until and unless terminated by you or Us. You promise and agree that You will not redistribute or transfer Our Services or Content.

Our Software applications and the Content are not sold or transferred to you, and We and our licensees retain ownership of all copies of the Software applications and Content even after installation on your personal computers, tablets, wearable devices, and/or other devices.

You agree that Your Access to and use of the Platform and its Content is at Your own risk. All information made available on the Platform is provided on an "*as is*" basis. Commentary, information and other materials posted on the Platform are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user or by anyone who may be informed of any of its Contents.

You may post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, text, messages, information, descriptions and/or other types of content) ("**User Content**"). For the avoidance of doubt, "User Content" includes any such content posted onto the Platform as well as any other part of our Service.

You promise that, with respect to any User Content you post on the Platform you own or have the right to post such User Content, and (2) such User Content, or its use by Us as contemplated by the Agreements, does not violate the Agreements or any other rights set

forth within the Acceptable Use policy, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by any entity or individual without express written consent from us or such individual or entity.

We may, but have no obligation to, monitor, review, or edit User Content. In all cases, We reserve ourselves the right to remove or disable access to any User Content for any or no reason, including User Content that, in our sole discretion, violates the Agreements. We may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. We are not responsible for User Content nor does it endorse any opinion contained in any User Content.

YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

14. PERMISSIONS

Unless agreed otherwise, You are granting Us the following non-exclusive licence on the User-Content and information that You submit or post on the Platform: A royalty-free, transferable and sub licensable perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, copy, distribute, process, publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created, and share it with others (such as service providers that support our Services or other Platform features. This license will end when your Content is deleted from our systems. You should make a copy of your data before deleting your account.

Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content.

Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content that You provide through Our Services, without any further consent, notice and/or compensation to You or others.

These rights are limited in the following ways:

- You can end this licence for specific User-Content by deleting such content from the Services, or generally by closing Your Member Account, except (a) to the extent You shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove content from backup and other systems.
- immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
- when you post in a Community, a specific regime applies to the Content you upload within such Community given that the permission you give us is limited to the extent of the Community;
- where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the User-Content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

We will not include Your content in advertisements for the products and Services of others (including sponsored content) to others without Your prior and valid consent.

However, we have the right, without compensation to You or others, to serve ads near Your content and information.

However, other users may access and share Your Content and information, consistent with Your settings and degree of connection with them.

While we may edit and make formatting changes to Your Content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of Your expression because You own Your Content and information and we only have non-exclusive rights to it

You agree to only provide Content or information that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that Your profile information will be truthful. We may be required by law to remove certain information or content in certain countries.

You grant us also a permission to use your name, company name, profile picture, and information about your company with ads and sponsored content:

You give us permission to use your name and profile picture and information about actions you have taken on the Platform next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your contacts that you are interested in an advertised event or have liked a Community page created by a Member.

You give us permission to update Software you use or download: If you download or use our software, you give us permission to download and install updates to the Software where available.

15. ACCEPTABLE USE POLICY OF THE PLATFORM

This acceptable use policy (the "Acceptable Use Policy") sets out the rules governing:

- (a) the use of the Platform, the Services available on our Platform; and
- (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("User Content").

GENERAL RULES

You may use the Platform and Services only for lawful purposes. In particular, you agree not to:

1. use the Platform and Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
2. use Platform and Services, in any way that is unlawful, illegal, fraudulent or harmful, in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
3. attempt to gain unauthorized access to Platform and Services, the server on which the Platform is stored, or any server, computer or database connected to the Platform; or
4. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any information, text, documents contained in the Platform or the material or software therein, other than Your Data (as defined in the privacy policy of the Platform), in any form or media (electronic media or hard copy) or by any means, without Our express written consent; or
5. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the software therein; or
6. access all or any part of the Platform and Services in order to build a competitive product or service; or
7. use Platform and Services to provide services to third parties without expressed written consent by Us; or
8. use the Platform and Services in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
9. frame the Platform on any other site or create a link to any part of the Platform without expressed written consent by Us; or
10. knowingly transmit any data, send or upload any Content that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful

programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Platform and Services available to any third party without expressed written consent by Us and/or our licensees

11. conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Platform and Services.

UNLAWFUL CONTENT

12. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

13. Content and the use of Content by us in any manner licensed or otherwise authorized by you, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- constitute a breach of racial or religious hatred or discrimination legislation;
- constitute a breach of official secrets legislation; or
- constitute a breach of any contractual obligation owed to any person.

14. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

GRAPHIC MATERIAL

Content and the use of Content by us in any manner licensed or otherwise authorized by you:

15. must be appropriate for all persons who have access to or are likely to access the Content in question and in particular for children over 12 years of age.
16. must not depict violence in an explicit, graphic or gratuitous manner.
17. must not be pornographic or sexually explicit.

FACTUAL ACCURACY

18. Content must not be untrue, false, inaccurate or misleading.

19. Statements of fact contained in Content and relating to persons (legal or natural) must be true and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.
20. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.
21. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
22. Content must not be liable to cause annoyance, inconvenience or needless anxiety.
23. You must not use the Platform and Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
24. You must not use the Platform and Services for the purpose of deliberately upsetting or offending others.
25. You must at all times be courteous and polite to other Users of the Services.
26. You agree that You shall present and/or advert services provided by you personally or by the company You are legally representing. You are not authorized to present and/or advert services through the Platform on behalf of a third party which is not bound by the present Terms of Use.

SPAMMING, GAMBLING

27. Content must not constitute or contain spam, and you must not use the Platform and Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
28. You must not send any spam to any person using any email address or other contact details made available through the Services or that you find using the Services.
29. You must not use the Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.
30. You must not use the Platform and Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

MONITORING

31. You acknowledge that we do not actively monitor the Content or the use of the Platform and Services.

We reserve the right, without liability to You, to disable Your Access to any material that breaches the provisions of these Terms of Use.

You shall use best endeavours to prevent any unauthorized access to, or use of, the Platform and Services, in the event of any such unauthorized Access or use, promptly notify Us.

You acknowledge and agree that posting any User Content that violates these Acceptable Use Policy may result in immediate termination or suspension of your Member Account. You also agree that we may reclaim your username where it is reasonable for us to do so, including if you have violated the Agreements.

Please be thoughtful about how you use the Services and what you share. Our Services include social and interactive features, including the ability to post User Content, share Content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other Users on CONNECTS across the web, so please use CONNECTS carefully and be mindful of your account settings. We have no responsibility for your choices to post material on the Service.

Your password protects your Member Account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use (including any unauthorized use) of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your Member Account by a third party, you must notify us immediately and change your password as soon as possible.

16. INFRINGEMENTS AND REPORTING

If you believe that any Content infringes your Intellectual Property rights or other rights, please notify us using the forms provided on our website.

We may at our sole discretion remove such Content from the Service, or take other steps that we deem appropriate, without prior notification to the User or other party who supplied or posted that Content.

If such User or other party believes that the Content is not infringing, he or she may in certain circumstances submit us a counter-notification with a request to restore the removed Content, which we may or may not honor, at our sole discretion.

If you believe that any Content does not comply with the User guidelines, please fill out our form.

17. PRICING

The due price of a Service is determined exclusively in line with the stipulations shown on the online purchase order.

These stipulations correspond to Our general pricing structure in force at the moment of the Online Order.

Prices are shown in euros excluding VAT. The applicable rate shall be defined based on the location of the Parties' domicile on the moment of the subscription.

In case You possess a VAT number please provide Us with this number so that we can define the correct applicable rate.

The price of Our Services may be subject to automatic regulation modifications.

We may change the prices, from time to time and will communicate any price changes to You in advance and, if applicable, how to accept those changes.

Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Services after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from Our Services prior to the price change going into effect.

18. PAYMENT

Payments are made by bank and/or credit card through our on-line payment service provider.

Any issue with the Member Account shall authorise Us to suspend any Online Order for any Services and/or subscription of a membership until it has been resolved.

Unless otherwise specified and expressly accepted by the Parties the payment must be settled in full and the price paid before commencement of performance of the Services.

In the case of On-line Order, payment shall be made at the time of the subscription of the Services and/or a membership.

The absence of challenge to the email confirmation of the User's On-line Order is proof of the subscription to the Services and/or a membership and the collectability of amounts incurred.

Computerised records, kept in Our computer systems under reasonable conditions of security, shall be considered as proof of communications, of the On-line Order and of payments taking place between the Parties.

We reserve the right to suspend any On-line Order management in the event of refusal to authorise payment on the part of officially accredited bodies or in the event of non-payment.

In the event of difficulty encountered during payment requiring a verification procedure, We in particular reserve the right to refrain from delivering an On-line Order.

Any problem with the Member Account (non-payment, non-functional email address, etc.) shall authorize Us to suspend the User's On-line Order until it has been resolved.

19. REFUND

In the event of unavailability of a Service subscribed on-line due to a technical issue, the User has the choice between a cancellation of the On-line Order or an exchange of Service. In the case of a request for cancellation, only the unavailable Service is cancelled and refunded by Us, while the rest of the On-line Order remains firm and final.

In the event of discontinuance of a Service, whether subsequent to early termination for any reason whatsoever or through expiry of the agreed term of subscription, the User is required to cease any form of use.

Services purchased but not used by the User during the period of its subscription are irrevocably lost. They cannot be either refunded or carried forward.

No other refund may be ordered or reclaimed, unless exceptional circumstances justify it and are a subject to a written agreement explaining these circumstances.

20. DISCLAIMER OF WARRANTY

Access to the Platform and Wireless Carrier Charges. You acknowledge and agree that using the Platform requires access to the internet via Your wireless carrier, internet service provider or other method of internet access, and that access to the Platform may not be available if You do not have an internet connection or for other reasons.

You acknowledge and agree that by using the internet to access the Platform, You may incur charges from Your wireless carrier, internet service provider or other method of internet access, depending upon Your contract or plan with Your provider.

You acknowledge that payment of any such charges will be Your sole responsibility. You agree that Your use of the Platform will be in accordance with all requirements of Your wireless carrier, internet service provider or other method of internet access.

You shall be solely responsible for, We shall not have any liability for, procuring and maintaining any network connections and telecommunications links from Your systems to data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

Updates to the Platform. We may choose to provide updates to the Platform from time to time in its sole discretion. All or any of the Platform may be out of date at any given time and We are not under any obligation to update any such material or services.

We do not represent or warrant that the Platform or any future updates or versions is compatible with any hardware or software versions, systems or applications or that any future updates or versions will provide the same functionality that is provided by the current version of the Software.

Business Information. We do not make any warranties or express or implied representations whatsoever regarding the accuracy, completeness, timeliness, controversial nature or usefulness of any information contained or referenced in the tools or information contained herein. Business related information changes frequently and, therefore, information contained in the tools may be outdated, incomplete or incorrect.

Uploads. The Platform may provide functionality through which You are able to upload information or other data (including personal or other data, text and images) in connection with Your use of the Platform. We are not responsible or has any liability for the accuracy, use, interplay, functionality or reliability of such uploads. You agree that You are solely responsible for all of Your uploads. We are not required to host, display, or distribute any Uploads, and may remove at any time or refuse any. You represent and warrant that: (a) You own all rights in Your uploads or, alternatively, You have acquired all necessary rights in Your uploads to enable You to grant to Us the use and processing of such uploads; and (b) Your uploads do not infringe the intellectual property rights, privacy, or any other legal or moral rights of any third party.

You are prohibited from providing or inputting uploads or other information or otherwise using the Platform to transmit any unlawful, threatening, libellous, defamatory, obscene, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or would otherwise violate the law or a copyright trademark or other intellectual property right of another. We will fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting information or materials. We do not assume any responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any Uploads.

Links. The Platform may contain links to third-party websites or internet resources the linked sites are not under the control, therefore We are not responsible for the availability, contents, or performance of any linked site. Such links are provided to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of such linked site, its contents or any products or services available through such linked Site or any association with its operators.

21. LIABILITY

To the maximum extent permitted by applicable law, We disclaim any and all warranties, representations and undertakings of any kind, implied or statutory, including but not limited to, as merchantability, fitness for a particular purpose, data accuracy, title, non-infringement and/or non-interference, accuracy, currency, quality, completeness.

We do not provide any warranties or guarantees with regard to any third-party software that may be an integrated component of the Platform.

Neither We, or Our affiliates, if any, nor any party involved in creating, producing or delivering the Platform shall be liable for any loss, damage or cost whatsoever, whether in contract, tort (including negligence) or otherwise arising from reliance on information contained in the Platform, access to, use of, or inability to use the Platform, or any errors or omissions in its content.

This limitation includes any loss, damage or cost caused by any viruses that infect Your computer equipment, software or data due to Your use of the Platform or to Your downloading of any material posted on it, or on any the Platform linked to it.

Within the limit permitted by law, our liability towards You is limited, for all types of damages, to the amounts effectively received by Us from You for the contractual period giving rise to the event that generated liability, except in the case of gross or wilful misconduct. You acknowledge that the agreed price reflects this distribution of risk and the limitation of liability resulting from it.

Notwithstanding the foregoing, nothing in the present Terms of use will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

22. DATA PRIVACY

All matters concerning data privacy are captured in our Privacy Policy.

As a general rule, any information collected through Our Database are strictly reserved for use personal to the User. You shall refrain from any communication in whole or in part of such information to third parties, unless We give You Our prior agreement for transmission to a third-party service provider who must provide all guarantees of confidentiality.

The User shall always stand surety for the prevention of any prohibited reuse and for compliance with strict confidentiality with regard to the information collected in Our Database on behalf of third-party service providers who may have access to it. You shall also guarantee that You shall respect any legislation, regulation related or not to privacy and data protection as well as spamming and unsolicited communication by emails when using Our database.

It is also possible to enter in contact with another company using the information collected through Our Database. However, in this case, you agree to be responsible for the respect of any applicable legislation, regulation in terms of privacy, personal data unsolicited communication by email or any other applicable laws and regulations. We as well as our partners such as Kompass and/or Open Corporates shall then have no liability with regard to the use of Our Platform by any User and any data retrieved from it in violation to any such legislation and regulation around the world.

23. CANCELLATION AND TERMINATION

Your subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Subscription before the end of the then-current subscription period, or unless terminated earlier by Us in case of breach of the provision of the present Terms of Use. Such termination may occur immediately and without notice.

The cancellation will take effect the day after the last day of the current subscription period, then you will not have access anymore to the Platform or if the cancellation only concerns additional Services you will be downgraded to the basic Services included in your Membership

Upon cancellation, we may forbid any access to the Platform and You must immediately cease use of and access to the Platform.

You acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason.

We may terminate the Agreements or suspend your access to the Platform and Services at any time, including in the event of your actual or suspected unauthorised use of the Services, Platform and/or Content, non-compliance with the Agreements, or if we withdraw Services and/or Content (in which case we shall provide you reasonable notice in advance of doing so).

If you or We terminate the Agreements, or if we suspends your access to the Platform and Services, you agree that we shall have no liability or responsibility to you, and we will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

Sections 5, 10,12, 13, 17, 18, 19, 20, 21, 22, 23, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

24. INVALIDITY

To the extent that any provisions of these Terms of Use are held to be illegal, invalid or unenforceable, then such provisions shall be severed and deleted without affecting the enforceability of the remaining provisions.

25. JURISDICTION AND GOVERNING LAW

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Belgium. The Brussels courts shall have exclusive jurisdiction over any disputes arising out of or in connection with the Present Terms of Use.

26. YOUR CONCERNS

If You have any concerns about material which appears on The Platform, please contact the Moderator of your Network:

COMMUNITY CREATOR LICENSE TERMS

1. Introduction

Welcome to the Community Creator License Terms (Hereafter the “**CCL terms**” or « **Community Creator License Terms** ») which applies to this Additional Service.

PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY OF THE COMMUNITY CREATOR LICENSE.

In any case, your use of the Community Creator License as well as the interactions between Community Member are subject to the applicable terms of use, including these Community Creator License, and the CONNECTS Terms of Use (“**Terms**”), and any applicable supplemental terms.

You agree that you will ensure that any third party on whose behalf you access or use this Service will abide by and you represent and warrant that you have the authority to bind that third party to such Terms.

2. Object

Our aim is to help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Platform and Service in order to create new business opportunities in a “digital first” business world.

In order to do so, we provide you with a Community Creator License enabling you to create and curate private online user groups (Hereafter “**Communities**”) within the CONNECTS Network.

Such Communities may be created around an interest, a topic, a sector and may be used to create e.g. task forces, working groups, lobby groups, industry sectors in order to create a much closer collaboration with peers and organization for sharing ideas, best practices, and develop innovative and new business opportunities.

Network Partners, such as Chambers of Commerce and/or Trade association may use this tool to invite their own Members, but Members can themselves create a Community and invite other CONNECTS Users.

3. Price & Term

In order to subscribe to a Community Creator License, you will have to pay an additional fee as this Service is not included in your Basic Membership fee, except for Network Partners with specific license agreements including the Community Creator License automatically ..

This fee is payable as described in the CONNECTS Terms of Use.

The Term of a Community Creator's License is of one year.

Your subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Subscription before the end of the then-current subscription period, or unless terminated earlier by Us in case of breach of the provision of the present Terms of Use. Such termination may occur immediately and without notice.

The cancellation will take effect the day after the last day of the current subscription period, then you will not have access anymore to the Community, nor its Members.

The prices of this Additional Service are available on the CONNECTS.WORLD website (<https://www.connects.world>).

Regarding Payment we invite you to read article 23 of the CONNECTS Terms and Conditions.

4. Entry Fee

As a Community Creator you are able to charge other Users with an entry free to be accepted as a member of a Community you created.

A revenue share model shall then be applicable (see the CONNECTS.WORLD website <https://www.connects.world>) for more details.

5. On and off-line Events

Creators shall be authorised to organise on-and off-line events such as trade mission within their Community.

6. Management of the Community

As a Community Creator you will be considered as legally liable for any harmful and/or unlawful act that occurs within your Community as we shall not be able to monitor the interactions between you Community Members and the Content that are uploaded or exchanges within your Community.

Community Members may of course express themselves and share Content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our Community.

You therefore agree as well not to engage in the conduct consisting in the use of this Service to do/or share anything that breaches the Terms, and other terms and policies that apply to your use of the present Service.

7. Licenses

As described in “*The permissions*” section in our Terms, you grant us a license to Content that is covered by intellectual property rights (like photos or videos) when you share, post, or upload on or in connection with our Services. For any access or use of the Services, that license applies to Content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any of our Services. You also will ensure that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Terms and any applicable supplemental terms, including permission to display, distribute and deliver your content within our Platform and Services.

8. Compliance with Law:

You represent and warrant that your access or use of the present Services for business or commercial purposes complies with all applicable laws, rules, and regulations. You further represent that you will restrict access to your content and apps in accordance with all applicable laws, rules, and regulations, including geo-filtering or age-gating access where required.

In addition to and without limiting the requirements about who can use the Services under our Terms, if you are located in a country that is subject to embargo under the laws of the European Union or United States (or under similar laws applicable to you) you may not engage in commercial activities on our Platform and Services unless authorized by applicable laws. If you are on the U.S. Treasury Department’s list of Specially Designated Nationals (or an equivalent list), you may not engage in commercial or business activities on through our Platform and Services (such as advertising or payments). You also may not access or use our Platform and Services if you are prohibited from receiving products, services, or software under applicable law.

9. Data privacy:

You may not send us information prohibited by the supplemental terms or policies. In addition, you may not send to us, or use our Services to collect from people, information that: (i) you know or reasonably should know is from or about children under the age of 13; or (ii) includes health, financial, biometrics, or other categories of similarly sensitive information (including any information defined as sensitive under applicable law); except in cases where (a) the Terms specifically allow it or (b) you are sending financial information for the express purpose of effecting a financial transaction either with us or as enabled by our Platform and Services.

In terms of GDPR, as you define the objectives and the means of the processing activities of the personal data of the Community Members you shall be considered as DATA CONTROLLER and TIAO shall be considered as your DATA PROCESSOR. Therefore, as a DATA CONTROLLER you hereby agree to respect GDPR and every other mandatory national privacy regulation and/or legislation.

10. Limits on Liability:

In addition to and without limiting the scope of the “*Limits on liability*” section in our Terms, you agree that we are not responsible for the actions, services, content, or data of third parties and you release us, our directors, officers, employees, and agents from any claims and damages, known or unknown, arising out of or in any way connected with any claim you have against any third parties. Our aggregate liability arising out of or relating to any access or use of our Services and Platform, the Terms (for any access or use of our Services and Platform for business or commercial purposes), will not exceed the greater of one hundred euros (100 €) or the amount you have paid us in the past twelve months.

11. Infringement

If we determine that you have clearly, seriously or repeatedly breached the Terms, in particular Acceptable Use Policy, we may suspend or permanently disable access to this Service. We may also suspend or disable your Service, if you repeatedly infringe other people’s intellectual property rights or where we are required to do so for legal reasons accordingly to the Terms.

Where we take such action we’ll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm Community members; compromise or interfere with the integrity or operation of any of our Platform, Services, systems, Software or Database; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

If your account has been disabled contact us if you think we have disabled your account by mistake: legal@tiao.world

If you delete or we disable your CCL, these License shall terminate as an agreement between you and us. However you may not delete your CCL until the end of its current Term.

12. Conflicts and Supplemental Terms

If there is a conflict between these Community Creator License Terms and the CONNECTS Terms of Use, these Community Creator License Terms will govern with respect to your access and use of the Community Creator License to the extent of the conflict.

If any portion of these Community Creator License Terms are found to be unenforceable, then (except as otherwise provided) that portion will be severed, and the remaining portion will remain in full force and effect.

If we fail to enforce any of these Community Creator License Terms, it will not be considered a waiver. Any amendment to or waiver of these Community Creator License Terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Community Creator License Terms to anyone else without our consent.

Please note that our retention policies for Content shared in Communities may differ from those set forth in the CONNECTS Terms of Use. We retain Community Content as necessary to provide our services to users, for internal record keeping, and for product improvement and safety purposes.

All of our rights and obligations under these Community Creator License Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in these Community Creator License Terms or any applicable supplemental terms will prevent us from complying with the law.

All other provisions of the CONNECTS Terms of Use are applicable to the present agreement.