

Introduction and Important Notice

The site 'KU Leuven Connect' (connect.kuleuven.cloud) and the services provided via the site (collectively "Services") enable users to re-connect with old classmates and to expand their professional network, all within a trusted environment. The Services are provided by Katholieke Universiteit Leuven ("KU Leuven") whose registered address is Oude Markt 13, 3000 Leuven, Belgium. The Services are operated in cooperation with KIT UNITED SAS and its software solution Hivebrite ("Hivebrite") whose name appears in the homepage of KU Leuven Connect.

By using our Services, you are agreeing to these terms. Please read them carefully.

These terms may be updated periodically and you are advised to check it on a regular basis so as to be aware of changes. By continuing to use our Services following any such change, you accept and agree to be bound by any such change to these terms.

1. Definitions and Interpretations

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1. In these Terms, which shall also apply to any other terms between You and us, unless expressly stated to the contrary, shall mean:

- "Site" the website and any webpage derived from it which relates to the Services;
- "Personal Data" has the same meaning as in the European Union General Data Protection Regulation (GDPR) (EU) 2016/679;
- "Us" "we" or "our" means KU Leuven; and "You" or "Your" means you, the browser and/or the user.

3. Access to these Services

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- In order to access the Services You must ensure that Your use of these Services is consistent with all applicable laws and regulations.

○ You must meet the following criteria and represent that you:

- Are not currently restricted from the Services, or not otherwise prohibited from having an account;
- Are not a competitor of KU Leuven or are not using Services for reasons that are in competition with KU Leuven;
- Will only maintain one account at any given time;
- Will use your real name and only provide accurate information;
- Will not violate any rights of KU Leuven or third party, including intellectual property rights such as copyright or trademark rights;

○ KU Leuven does not guarantee or warrant that the Services will be operable at all times.

○ You acknowledge and agree that KU Leuven may at its sole discretion deny You access to the Services for any reason at any time and KU Leuven shall have no responsibility to notify any third-party providers of any matter nor shall it have any responsibility for any consequences which may result from such lack of notification.

3. Registration to the Services

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1. Registration is required to use our Services. As part of the registration process, you agree to:

- Provide certain limited information about you, as prompted to do so by KU Leuven (such information to be current, complete and accurate); and
- Maintain and update this information as required to keep it current, complete and accurate.

2. By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

3. **Registration to the Services is possible through the "Connect with" LinkedIn, Twitter or Facebook option located on the homepage of KU Leuven Connect, or in the e-mail You received from KU Leuven. By registering, You acknowledge and agree that KU Leuven may:**
 - Store parts of the information provided by you, directly or indirectly.
 - Display the Stored Information, that you choose to share, to other users of the platform.
4. **KU Leuven will use the Stored Information solely in connection with the Services and will not disclose and/or publish and/or share the Stored Information other than in connection with the Services except as specified in sub-clause 3.5.**
5. **KU Leuven may disclose parts of your Stored Information to the KU Leuven Alumni associations for the purposes of having up to date contact and activity information as well as fundraising and development purposes.**

4. Use of the Site

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1. *The information and Services are provided for the purpose of individuals looking to submit their personal, employment and educational details ("Personal Details") in order to: create and/or share and/or find business opportunities; stay in touch with the Membership organization and its updates; socially interact with other users using KU Leuven Connect; share photos with other users; create new connections, maintain existing connections; reconnect with friends from joint educational institutions; advance their career through inside connections; leverage their professional network to get introduced to people.*
2. *Some of our Services allow you to submit content. Content that you provide under these Terms by using the Services is owned by you, and you may request its deletion at any time. We will use our reasonable endeavours to delete the content from our site, but you acknowledge that we have no control over any content that you have shared with other users, and are not responsible for any content that has been copied or stored by other users.*
3. *By providing such information and using the Services you grant us a nonexclusive, transferable, sub-licensable, royalty-free, worldwide licence to use such information and contents that you post on the Site for the purposes set out in Paragraph 1 above, and for the purpose of enabling us to provide the Services through the Site. Such a licence does not include permission for us to commercialise (for our own purposes) the information and contents you have posted. This licence will end in relation to certain information and contents that you delete from the KU Leuven Alumni Site when such certain information and contents are deleted, and will end in relation to all such information and contents on the Site when you delete your account from the Site, unless the relevant information or contents have been shared with others and they have not deleted such information or content.*
4. **In accessing and using the Services, You agree and acknowledge that You are not permitted to, and shall not:**
 - Allow any other person access to any password, user ID or account given to You by KU Leuven.
 - Affect, restrict, limit, inhibit any other person from using the Services
 - Post or transmit any unlawful, defamatory, obscene, abusive, hateful or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, violate any applicable law or regulation, or damage the goodwill and repute of KU Leuven.
 - Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or commercial schemes of any kind or other unsolicited commercial communication (except as otherwise expressly permitted by KU Leuven).

- *Post or transmit any software or material which contains any "virus", "trojan horse", "worm", "data bomb", "logic bomb" or any other similar component; or*
 - *Copy, modify, license, create derivative works from, transfer, post, publish, transmit, reproduce, distribute or in any way exploit:*
 - *Any information, software or other material obtained through KU Leuven or Services or from KU Leuven or Services for commercial purposes (other than as expressly permitted by these Terms or the provider of such information, software or other material)*
 - *Any information, software or other material obtained through KU Leuven or Services which is protected by copyright or any intellectual property right or other rights anywhere in the world, or any derivative works with respect to such works in each case except if expressly permitted by these Terms or the copyright owner or rights holder; or*
 - *Any component of KU Leuven itself or derivative works with respect thereto.*
5. *KU Leuven reserves the right to delete accounts created by users who appropriate the name, likeness, email address, or other personally identifiable information of another individual.*
 6. *KU Leuven, to its sole discretion, may transfer or remove content, if the content violates this Agreement or others' intellectual property rights.*

5. **Services Content**

6.

1. *KU Leuven has the right (but not the obligation) to monitor the Services electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect itself, its group companies or its subscribers.*
2. *KU Leuven and/or their respective suppliers may make improvements and/or changes to the Services at any time, with or without notice.*
3. *The information and Services may at times be based upon data and information provided by others and may include inaccuracies or typographical errors which we are under no obligation to correct.*

6. **Warranties**

1. We **DO NOT WARRANT** or make any representation that the Services will meet Your requirements;

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1. *KU Leuven does not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or any application used as part of the Services is free of viruses or other harmful components.*
2. *You assume the entire risk in the information provided on or through the Services and remain responsible for ensuring that any reports, opinions, recommendations, forecasts or other comments submitted on it are accurate and complete.*
3. *KU Leuven makes no representation, warranty or commitment in relation to the provision of the Services including those as to the availability, the quality or fitness for purpose, completeness, accuracy and up-to-datedness of any information, data, services, or products provided through or in connection with the Services.*
4. *KU Leuven may at its sole discretion modify the features of the Services from time to time without prior notice and any new features which augment or enhance the Services, including the release of new tools and resources, shall be subject to these Terms.*

7. **Liability and Indemnity**

8.

1. *The Services are provided on a "as is" and "as available" basis without warranty, condition or commitment of any kind, whether express or implied*
2. *To the maximum extent permitted by applicable law KU Leuven disclaims and excludes all liability arising from any inaccuracy, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record. Under no circumstances shall KU Leuven be liable to You for any loss or damage suffered arising from Your access to and use of the Services*
3. *KU Leuven shall not be liable for any failure to perform any obligation caused by any event beyond its reasonable control.*
4. *KU Leuven make no representation that access to the Services or use or reliance on any service provided through it will be appropriate, available or lawful in all countries*
5. *KU Leuven shall not be held liable for any material available at or through the Services which is provided by any third party.*
6. *KU Leuven shall not be held liable for any loss of information. Any information you submit to us is at your own risk of loss*
7. *KU Leuven cannot guarantee that other users will not use the ideas and information that you share to and/or through our Services. KU Leuven is not responsible for another's misuse or misappropriation of any content or information you post.*
8. *You are solely responsible for your interactions with other users. We may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. We reserve the right, but have no obligation, to monitor disputes between you and other users and to restrict, suspend, or close your account if we determine, to our sole discretion, that doing so is necessary to enforce these Terms.*
9. *The content presented at and through the Services may vary depending upon Your browser functionality and limitations. KU Leuven accepts no liability if You cannot view any part or component of KU Leuven Connect or cannot access or receive the full functionality of KU Leuven Connect or the Services.*
10. *You agree to defend, indemnify and hold KU Leuven and its affiliates harmless from any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising in any way from Your access to the Services and/or KU Leuven Connect and/or in connection with all details, information and data that you upload onto KU Leuven Connect or the placement or transmission of any message, information, software or other materials through KU Leuven Connect by You or any users of Your account or any violation of these Terms by You or any users of Your account.*
11. *Nothing in these terms shall exclude or limit the liability of KU Leuven for fraud, death or personal injury arising out of our negligence or any warranty as to title or quiet possession implied by statute.*

8. Indemnification

9.

1. **You agree to indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by:**
 - *Your failure to comply with these terms, including, without limitation, your submission of content that violates third party rights or applicable laws*
 - *Any content you submit to the Services; and*
 - *Any activity in which you engage on or through the Services*

9. Copyright, Trade Mark and Intellectual Property Rights

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1. *All copyright's appearing on the site belong to their respective owners*

2. *All materials ("Materials") including but not limited to, the design, layout, look, appearance, graphics, trademarks/service marks or other copyright works or intellectual property used or appearing on the Site and throughout the Services are Copyright KU Leuven and Hivebrite 2020 , All rights reserved*
3. *KU Leuven does not grant any license or other authorisation to use the Materials by placing them on KU Leuven Connect or providing the Services. Any copyright infringements of KU Leuven or Services content and other copyrighted material may result in prosecution according to national and international copyright laws*
4. *KU Leuven are also the database right owners of the content and/or information available on or downloaded through KU Leuven Connect and/or Services. You are not authorised to use, copy, distribute, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Materials or content of the Site and/or Services, in whole or in part without the express permission of KU Leuven*

10. Third Party Links

11.

1. *The Services and/or Site may contain hyperlinks and/or references to external third party sites. Any such hyperlinks or reference is provided for Your convenience only. KU Leuven has no control over such third party sites and accepts no responsibility in relation to any content, material or information contained therein. The display of such hyperlinks and reference to such third party site does not constitute an endorsement or recommendation by KU Leuven of such third party site, products or services. You are advised to verify any information on such third party sites before relying on it.*
2. *You should review any applicable terms or privacy policy of a third party site or platform application before using it or sharing any information with it, because you may give the third-party permission to use your information in ways we would not.*
3. *KU Leuven is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from third party sites or Platform Applications. We also do not screen, audit, or endorse platform applications.*
4. *If you decide to use third party sites or use platform applications, you do so at your own risk and agree that your use of any platform application is on an "as-is" basis without any warranty as to the platform developer's actions, and that this agreement and terms do not apply to your use of any third party site or developer application.*

11. Transactions through KU Leuven (Connect)

12.

1. *If You make a purchase through KU Leuven, KU Leuven Connect or Services at any time, You may be asked by the merchant or information or service provider from whom You are making the purchase from, to supply certain information including credit card or other payment mechanism information. You agree not to hold KU Leuven liable for any loss or damage of any sort incurred as a result of any such dealings with any merchant or information or service provider through KU Leuven Connect or Services. You agree that all information You provide any merchant or information or service provider through KU Leuven Connect or Services for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services through KU Leuven Connect or Services set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of Your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to purchases through KU Leuven Connect or Services.*

12. Online advertising

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1. *Online advertising is not allowed.*
2. *We may remove from KU Leuven Connect any advertisement. You will indemnify us from and against any claims or liability arising from content or links contained in Your advertisements.*

13. Waiver

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1. *If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the above.*

14. Severability

15.

1. *If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law and the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision.*

15. Law and Jurisdiction

16.

1. *Any dispute or claim arising out of or in connection with KU Leuven or the Services will be governed by Belgian law and any dispute or claim arising out of or in connection with it shall be subject to the exclusive jurisdiction of the courts of Leuven.*

16. Communications

17.

1. *For purposes of service messages and notices about the Services, We may place a banner notice across its pages to alert you to certain changes such as modifications to these Terms. You also agree that KU Leuven may communicate with you through your account or through other means including email, mobile number, telephone, or delivery services including the postal service about your account or services associated with us.*
2. *From time to time we may contact You with certain communications or messages regarding the Services, such as service announcements, administrative messages, etc, and that these communications are considered part of the Services and You will not be able to opt out of receiving them.*
3. *You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.*
4. *KU Leuven may from time to time include 3rd party advertising as part of its Services and KU Leuven accepts no liability or responsibility for the content or services provided from any 3rd parties which advertise services via the Services.*
5. *Applicable laws require that some of the information or communications we send to you should be in writing. When using the Services, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on KU Leuven Connect or through the Services. For*

contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

17. Notices

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1. All notices given by You to us must be given to KU Leuven via alumni@kuleuven.be.
2. KU Leuven may give notice to You at either the e-mail or postal address you provided to KU Leuven when subscribing to the Services. Notice will be deemed received and properly served immediately when posted on KU Leuven Connect and/or 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
3. In proving KU Leuven and/or Services of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

KU Leuven Connect App End User License Agreement

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

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

1. Parties

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

2. Privacy

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

3. Limited License

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

4. Age Restrictions

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

5. Objectionable Content Policy

Content may not be submitted to KU Leuven Connect, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright,

trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Warranty

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

7. Maintenance and Support

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

8. Product Claims

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

9. Third Party Intellectual Property Claims

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