

Terms of Use

1. Definitions

The following terms shall have the following meanings in the context of these Terms of Use:

- 1.1 “BELEAP®”, “We”, “Our” or “Us” means BELEAP® Consultants B.V. (Chamber of Commerce number: 77405102)
- 1.2 “Client” means organizations that request Consultancy Services, after a satisfactory identity verification as part of our Know Your Customer policy.
- 1.3 “Consultancy Services” means advisory, interim-management, and implementation services offered to organisations with transformation and business performance challenges.
- 1.4 “Intellectual Property Rights” means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.
- 1.5 “Professional”, “Professionals”, “BELEAPER”, means an independent contractor who offers Consultancy Services, after a satisfactory identity verification as part of our Know Your Customer policy.
- 1.6 “User”, “Users”, “You” or “Your” means a Professional or Client who visits or uses the Website.
- 1.7 “Website” means the Websites operated by BELEAP® and available at: BELEAP®.COM, BE-LEAP.COM, BELEAP.ME, BELEAPERS.COM, and any of its regional or other domains or properties, including mobile web, iOS App and any Android App, or API or other access mechanism.

2. Overview & Scope

- 2.1 BELEAP® offers Consultancy Services to Clients by deploying Professionals.
- 2.2 The Website is an online platform where BELEAP®, Clients and Professionals can connect to, interact with and engage on.
- 2.3 We may amend (1) the Terms of Use; (2) Data & Privacy policy; (3) Cookie policy; and any linked information from time to time by posting amended terms on the Website, without an obligatory notice to You.
- 2.4 We may, from time to time, and without an obligatory notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if any error occurs in the information on the Website or if that information is not current.

- 2.5 By accessing the Website, You agree that these Terms of Use for the Use of the Website, Data & Privacy Policy, and the Cookie policy will apply whenever you visit and use the Website.

3. **Copyrights**

- 3.1 All content and functionality on the Website, including text, graphics, logos, icons, and images and the selection and arrangement thereof, is the exclusive property of BELEAP®. All rights not expressly granted are reserved.

4. **Content**

- 4.1 BELEAP® hereby grants You a limited, non-exclusive, non-transferable license to access and download and display the content and functionality displayed on the Website on any single computer provided that You do not modify the content on the Website and that You retain all copyright and other proprietary notices displayed on the Website. You may not otherwise display, reproduce, duplicate, modify, copy, sell, resell, exploit in any manner, distribute, transmit, post, or disclose any content on the Website in any manner contrary to law. As a condition of Your use of this Website, You warrant that You will not use the Website for any purpose that is unlawful.

- 4.2 All content granted to Us includes a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) in the content, in any media known now or in the future.

- 4.3 You acknowledge and agree that: (1) We act only as a platform for the online distribution and publication of User content. We make no warranty that User content is made available on the Website. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User content; (2) we have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the Website; and (3) any and all content submitted to the Website is subject to our approval. We may reject, approve or modify Your User content at our sole discretion.

- 4.4 You represent and warrant that Your content:

- i. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
- ii. will not violate any law or regulation;
- iii. will not be defamatory or trade libelous;
- iv. will not be obscene or contain (child) pornography;
- v. will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons;
- vi. will not contain material linked to terrorist activities;
- vii. will not include incomplete, false or inaccurate information about User or any other individual; and
- viii. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

- 4.5 You acknowledge and agree that we may transfer your personal information to a related corporate entity and your information may be transferred outside of the EEC-area. If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide You with access to the Website.
- 4.6 Information on the Website may contain general information about legal, financial, organizational, well-being and other matters. The information is not advice and should not be treated as such. You must not rely on the information on the Website as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.
- 4.7 We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third-party content). We only act as a portal and have no liability based on, or related to, third party content on the Website, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.
- 4.8 The Website may contain links to other third-party websites. We do not control the websites to which We link from the Website. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the Website. Use of third-party content, links to third party content and/or websites is at Your risk. We advise You to examine the terms and conditions, the data & privacy policy, and cookie policy before third-party websites.
- 4.9 In relation to deletion or hiding of any information or content, using the Website to delete, hide or otherwise dispose of information does not imply permanent deletion of content or information. Information may be retained for a period of time to fulfil record keeping, regulatory, compliance, statistical, law enforcement and other obligations.
- 4.10 The Website is a dynamic time-sensitive Website. As such, information on the Website will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabeled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.
- 4.11 The Website and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied. Without limiting the foregoing, we make no representation or warranty about:
 - i. the Website;
 - ii. the accuracy, reliability, availability, veracity, timeliness or content of the Website;
 - iii. whether the Website will be up-to-date, uninterrupted, secure, error-free or non-misleading;
 - iv. whether defects in the Website will be corrected;
 - v. whether the Website, or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Website;
 - vi. any third-party agreements or any guarantee of business gained by you through the Website, or us; or
 - vii. the Website, or infrastructure on which it is based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

- 4.12 To every extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.

5. Access and Interference

- 5.1 You agree that you will not use any robot, spider, scraper or other automated means to access the Website via any means, including for the avoidance of doubt access to our API or application programming interface, for any purpose without our express written permission.
- 5.2 Additionally, you agree that you will not:
- i. take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
 - ii. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Website, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
 - iii. interfere or attempt to interfere with the proper working of the Website, or any activities conducted on or with the Website; or
 - iv. bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

6. Promotion & Advertising

- 6.1 Unless otherwise agreed with us, you must not advertise an external website, product or service on the Website.
- 6.2 We may display advertisements or promotions on the Website. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by You as a result of the presence of such advertisements or promotions or any subsequent dealings with third parties. Furthermore, You acknowledge and agree that content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by BELEAP® or third-party right holders, You agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

7. Legal Limitations

- 7.1 As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to You. In that event, the liability will be limited as far as legally possible under the applicable legislation. We may plead the Terms of Use in bar to any claim, action, proceeding, or suit brought by You, against Us for any matter arising in respect of the Use of the Website.

8. Notices

- 8.1 Legal notices will be served to the email address You provide to BELEAP® during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give You legal notice by mail to the address provided by You during the registration process. In such case, notice will be deemed given three days after the date of mailing.
- 8.2 Any notices to BELEAP can be given by registered ordinary post, or be served to the email address: legal@BELEAP.com. Notice will be deemed received after acknowledgment mail is sent by BELEAP®.

9. Law and Forum for Legal Disputes

- 9.1 These Terms of Use for the Use of the Website will be governed in all respects by the laws of the Netherlands. We encourage You to try and resolve disputes Using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved, then You and BELEAP® irrevocably submit to the non-exclusive jurisdiction of Rotterdam, the Netherlands.

10. Interpretation

- 10.1 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

11. No Waiver

- 11.1 Our failure to act with respect to an anticipated or actual breach by You or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict Your liability arising out of fraud or fraudulent misrepresentation.

12. Additional Terms

- 12.1 It is important to read and understand all our policies as they provide the rules for visiting and using our Website. In addition, there may be specific policies or rules that apply, and it is Your responsibility to check Our policies to make sure You comply. Our policies, including all policies referenced in them, including but not limited to:
 - i. Data & Privacy policy; and
 - ii. Cookie policy.
- 12.2 Each of these policies may be changed from time to time. Changes take effect when we post them on the Website. You are subject to any posted policies or rules applicable to the Use of the Website, which may be posted from time to time.

13. Feedback

- 13.1 If You have any questions about the Terms of Use or if You wish to report breaches of the Terms & Conditions, please contact Us by emailing Us at support@BELEAP.com.