

DE ANTWERPSE FLUISTERAAR
TERMS AND CONDITIONS OF USE

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Section 1 – Introduction

1.1 These terms and conditions regulate your use of a mobile application called DE ANTWERPSE FLUISTERAAR (the "Application") specifically and the DE ANTWERPSE FLUISTERAAR platform in general, which consists of (i) the Application, (ii) a website www.DE_ANTWERPSE_FLUISTERAAR.be ("the Website"), including all of its data, information, updates, etc. and (iii) a statue created by Belgian artist Daisy Boman ("the Statue"), hereinafter together referred to as "DE ANTWERPSE FLUISTERAAR" as managed by VZW Looking Back at People with registered office at Godefriduskaai 12/501, 2000 Antwerp, and registered in the Belgian Crossroad for Enterprises with number 0551 949 596.

1.2 Please read the terms and conditions carefully before accessing and using the Application and any data, text, graphics, photos, profiles or audio message made available on or through DE ANTWERPSE FLUISTERAAR (hereinafter referred to as "the Content").

1.3. The Application is available to handheld mobile devices running Apple iOS and Android OS operating systems. In order to use the Application, you are required to have a compatible mobile device, internet access, and the necessary minimum specifications ("Software Requirements").

1.4 The Software Requirements are as follows:

- iOS 7.0 or higher;
- Android 4.1 or higher.

1.5 The version of the Application software may be upgraded from time to time to add support for new functions and services.

1.6 You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply when using the Application. As a result, you may be charged by your mobile provider for access to network connection services for the duration of the connection while accessing the Application, or any such third party charges as may arise.

Section 2 – Scope and Purpose

2.1. By creating a user account, accessing DE ANTWERPSE FLUISTERAAR and accepting to connect with DE ANTWERPSE FLUISTERAAR through your Facebook account or directly by signing in on the Application from your mobile device (the "Device") you explicitly accept these terms and conditions.

2.2. The sole fact of using DE ANTWERPSE FLUISTERAAR implies anyway that you agree in full and irrevocably to these terms and conditions and to the DE ANTWERPSE FLUISTERAAR Privacy Policy. These terms and conditions and the DE ANTWERPSE FLUISTERAAR Privacy Policy will be an integral part of the contractual agreement between you and DE ANTWERPSE FLUISTERAAR.

2.3. Your right to use DE ANTWERPSE FLUISTERAAR pursuant to the provisions of these terms and conditions will continue until you remove DE ANTWERPSE FLUISTERAAR from your Device or terminate your user account, unless your user account is otherwise

terminated by DE ANTWERPSE FLUISTERAAR in accordance with these terms and conditions.

Section 3 – About DE ANTWERPSE FLUISTERAAR

3.1. DE ANTWERPSE FLUISTERAAR is an online and physical platform consisting of an Application, a Website and a Statue located at Godefriduskaai 12/501, 2000 Antwerp, Belgium.

3.2 The Statue pronounces or “whispers” several standardized audio messages for the public to be heard free of charge in its immediate vicinity.

3.3 The Application allows you (the sender) to:

(i) select standardized audio messages free of charge; or

(ii) create personal audio messages at a small cost by purchasing DE ANTWERPSE FLUISTERAAR credits;

and send the concerning audio message to family and friends in the contact list on your Device.

Therefore, you acknowledge and expressly allow DE ANTWERPSE FLUISTERAAR to access the contact list on your mobile device in accordance with the provisions of the [DE ANTWERPSE FLUISTERAAR Privacy Policy](#)

3.4 The payments are handled by the stores of iOS (App Store) & Android (Play Store). After a correct payment, DE ANTWERPSE FLUISTERAAR will validate the receipt, and add the credits to your user account.

3.5. Based upon the number of recipients you choose, you will use a certain number of credits to create/send your personal audio message.

3.4 The recipient of your audio message will receive a text message that will allow him or her to listen to the audio message at the location of the Statue by entering the unique code, attached to the text message.

3.5 The recipient, at his or her sole discretion, will then be able to post the message on social media platforms, such as, but not limited, to Facebook and Twitter.

You acknowledge that DE ANTWERPSE FLUISTERAAR is not associated with any of the fore mentioned social media platforms.

3.6. DE ANTWERPSE FLUISTERAAR has no control over and does not guarantee the existence, quality, safety or legality of the Content uploaded by you or any of its users.

3.7 Unless it is legally required to do so, DE ANTWERPSE FLUISTERAAR will not monitor the information transmitted or stored. DE ANTWERPSE FLUISTERAAR will not actively search for possible illegal or infringing Content.

Section 4 – Getting started

4.1. Registration

4.1.1. You are only allowed to use DE ANTWERPSE FLUISTERAAR provided that you register to DE ANTWERPSE FLUISTERAAR and create a user account. Your registration is subject to provisions listed in our [Privacy Policy](#).

4.1.2. Only individuals thirteen (13) years of age or older are allowed to register and create a user account. If you are between the ages of thirteen (13) and eighteen (18) you must review these terms and conditions with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these terms and conditions.

T&C's DE ANTWERPSE FLUISTERAAR

Should your parent or legal guardian not acknowledge and agree to these terms and conditions, you should uninstall the Application and discontinue its use.

4.1.3. If you choose to sign in directly in the Application (not through your Facebook account), you will be required to use a password. You must not reveal your password and take reasonable steps to keep your password confidential and secure. You agree to immediately notify DE ANTWERPSE FLUISTERAAR if you become aware of or have reason to believe that there is any unauthorized use of your password or account or any other breach of security. DE ANTWERPSE FLUISTERAAR is in no way liable for any claims or losses related to the use or misuse of your password or account due to the activities of any third party outside of its control or due to your failure to maintain their confidentiality and security.

4.2. Use of DE ANTWERPSE FLUISTERAAR

4.2.1. Upon correct registration and the creation of a user account, you can access the Application and use DE ANTWERPSE FLUISTERAAR to the fullest, making use of its features, including:

- Sending standardized (free of charge) or personal (using DE ANTWERPSE FLUISTERAAR credits) audio messages to people in the contact list on your Device;
- Sharing audio messages you received on social media platforms.

4.2.2. You acknowledge that the use of DE ANTWERPSE FLUISTERAAR is entirely at your own risk.

Section 5 – Restrictions to the use of DE ANTWERPSE FLUISTERAAR

5.1. General obligations

5.1.1. You can use DE ANTWERPSE FLUISTERAAR exclusively for lawful purposes and in accordance with the applicable legal requirements and the present terms and conditions.

5.1.2. You are exclusively and without limitation responsible for your use of DE ANTWERPSE FLUISTERAAR and/or your user account. You are also exclusively and without limitation responsible for your conduct and any Content made available on or through DE ANTWERPSE FLUISTERAAR.

5.2. Specific obligations

- You may not send sexually suggestive, vulgar, racist, sexist, discriminatory, offensive, harmful, hateful or political Content.
- You must comply with all local laws regarding online conduct and acceptable Content.
- You will refrain from abusing, harassing, threatening, impersonating or intimidating other users using DE ANTWERPSE FLUISTERAAR.
- You must not modify, adapt, copy, reproduce or hack DE ANTWERPSE FLUISTERAAR or modify another platform and/or mobile application or website so as to falsely imply that it is associated with DE ANTWERPSE FLUISTERAAR.
- You must not access DE ANTWERPSE FLUISTERAAR's private API by any other means other than DE ANTWERPSE FLUISTERAAR itself.
- You must not crawl, scrape, or otherwise cache any Content from DE ANTWERPSE FLUISTERAAR.

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- You must not transmit any worms or viruses or any code of a destructive nature to DE ANTWERPSE FLUISTERAAR.

While DE ANTWERPSE FLUISTERAAR prohibits the aforementioned conduct and any illegal or infringing Content on its platform, you understand and agree that DE ANTWERPSE FLUISTERAAR cannot be responsible for the Content posted on DE ANTWERPSE FLUISTERAAR and you nonetheless may be exposed to such Content by other users.

Section 6 – Consequences of violations

6.1. Without limiting other remedies, DE ANTWERPSE FLUISTERAAR has the right to take measures against a user, such as yourself, where specific evidence suggests that the user, through his or her use of DE ANTWERPSE FLUISTERAAR, violates or has violated applicable law and/or these terms and conditions.

6.2. If DE ANTWERPSE FLUISTERAAR should learn of evidence for breaches of duty on the part of a user, e.g. through complaints from third parties, DE ANTWERPSE FLUISTERAAR can remove the concerned Content immediately.

6.3. Without any right for the user to claim damages, without being exhaustive and at its sole discretion, the sanctions that DE ANTWERPSE FLUISTERAAR can place on a user include the following:

- issue a written warning to the user, demanding the violation is immediately ceased.
- limit, suspend, restrict or terminate the use of DE ANTWERPSE FLUISTERAAR.
- remove Content and any user account containing Content that DE ANTWERPSE FLUISTERAAR determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or if it violates any (third) party's intellectual property rights or these terms and conditions.
- take technical and/ or legal steps to keep that user from using DE ANTWERPSE FLUISTERAAR resulting in the termination of the concerned user account.
- exclude the user from any use of DE ANTWERPSE FLUISTERAAR in the future.

Section 7 – Website and Application availability, security, backup and third party Links

7.1 DE ANTWERPSE FLUISTERAAR strives to make the Application, the Website and the Statue available to you 7 days a week and 24 hours a day. However, due to the nature of software and hardware development and online activities in general, an uninterrupted availability of DE ANTWERPSE FLUISTERAAR (Application, Website or Statue) cannot be guaranteed. The availability of DE ANTWERPSE FLUISTERAAR or your access to DE ANTWERPSE FLUISTERAAR can occasionally be suspended or restricted for technical and/ or other reasons, to allow repairs, upgrades or maintenance, or to introduce new facilities and services. In this event DE ANTWERPSE FLUISTERAAR shall on no account be liable for these restrictions and interruptions and for the consequences that might result for you or for any third party.

7.2 DE ANTWERPSE FLUISTERAAR ensures as far as possible that DE ANTWERPSE FLUISTERAAR (Application, Website and Statue) is free of unauthorized bugs, viruses, Trojan horses and spyware. However, there is still the possibility that these may be

found. DE ANTWERPSE FLUISTERAAR can on no account be held liable for any resulting damage and/or loss to the user or any third party. DE ANTWERPSE FLUISTERAAR strenuously advises anyone accessing the Website to install firewalls, antivirus software and other necessary protection software on his/her devices.

7.3 DE ANTWERPSE FLUISTERAAR will not be liable to you for any modification, suspension, or discontinuation of DE ANTWERPSE FLUISTERAAR, or the loss of any Content.

7.4 DE ANTWERPSE FLUISTERAAR contains links to websites and/or applications which are operated and owned by third parties. Such links do not constitute an endorsement by DE ANTWERPSE FLUISTERAAR of those third-party websites and/ or applications. The content on these websites and/ or applications is provided by the relevant third party and is not subject to the provisions of these terms and conditions or the DE ANTWERPSE FLUISTERAAR Privacy Policy. Therefore, DE ANTWERPSE FLUISTERAAR does not assume any responsibility for the content, policies or practices of such websites or third parties. By accepting these terms and conditions you relieve us from any and all liability arising from your use of any third-party websites and/or applications.

Section 8 - Termination

8.1 DE ANTWERPSE FLUISTERAAR may terminate the use of the Application at any time by giving notice of termination to you.

8.2 Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Application;

8.3 If you or DE ANTWERPSE FLUISTERAAR terminate the use of the Application, or if DE ANTWERPSE FLUISTERAAR suspends your access to the Application in accordance with the provisions of these terms and conditions, you agree that DE ANTWERPSE FLUISTERAAR shall have no liability or responsibility to you and DE ANTWERPSE FLUISTERAAR will not refund any amounts that you have already paid for DE ANTWERPSE FLUISTERAAR credits, to the fullest extent permitted under applicable law.

Section 9 – Intellectual Property Rights

9.1. Uploaded Content

9.1.1. DE ANTWERPSE FLUISTERAAR does not claim any ownership with regards to the Content that is made available, is posted or shared on or through DE ANTWERPSE FLUISTERAAR by you or any of the users.

When you provide and/or upload Content to DE ANTWERPSE FLUISTERAAR, it is however explicitly agreed that you grant DE ANTWERPSE FLUISTERAAR a non exclusive, universal, perpetual, irrevocable, royalty-free, fully transferable and sub-licensable license to use, reproduce, translate and/or modify the Content and/or parts thereof for commercial, promotional and any other purposes in any format and using any media, at DE ANTWERPSE FLUISTERAAR's sole discretion. This license encompasses all copyright, neighboring rights, publicity, trademarks, database rights and intellectual property rights in the Content or related to the Content.

9.1.2. You represent and warrant that you own the Content provided for or uploaded to DE ANTWERPSE FLUISTERAAR or you have the right to grant the license set forth in this section.

9.1.3. To the fullest extent permitted under applicable law, you waive all moral rights and promise not to assert such rights against DE ANTWERPSE FLUISTERAAR.

9.1.4. You represent and warrant that none of the following infringe any intellectual property right: your provision of Content to DE ANTWERPSE FLUISTERAAR, your posting of Content using DE ANTWERPSE FLUISTERAAR on social media, and our use of such Content (including works derived from it).

9.2. DE ANTWERPSE FLUISTERAAR's Intellectual Property Rights

Any and all data, information, company logos, texts, programs and images of advertisements placed on or through DE ANTWERPSE FLUISTERAAR by DE ANTWERPSE FLUISTERAAR might be subject to intellectual property rights, including but not limited to copyright, neighboring rights, publicity, trademarks, database rights and other (intellectual) property rights. The modification, further processing and usage by you, any other users and/ or third parties in media of any kind is not permitted without prior consent in writing by DE ANTWERPSE FLUISTERAAR and/or the proprietor of the concerned (intellectual) property right.

Section 10 – Limited liability

10.1. All Content posted on DE ANTWERPSE FLUISTERAAR is the sole responsibility of the user from whom such Content originates. DE ANTWERPSE FLUISTERAAR does not control the Content posted on DE ANTWERPSE FLUISTERAAR by its users and shall not be liable in any way for that Content.

10.2. DE ANTWERPSE FLUISTERAAR does not accept any responsibility for any occurrences resulting from the user's connection to the internet via DE ANTWERPSE FLUISTERAAR and/or resulting from the use of DE ANTWERPSE FLUISTERAAR. In particular, DE ANTWERPSE FLUISTERAAR does not accept responsibility for any damage or loss caused in any way to users, their Device and/or to data which is stored on any such Device, or to their personal, professional or commercial activities.

10.3. Except if essential contractual obligations are violated, DE ANTWERPSE FLUISTERAAR will be liable for damages only if and to the extent that DE ANTWERPSE FLUISTERAAR, its legal representatives, executives or other persons employed by DE ANTWERPSE FLUISTERAAR are culpable of having acted intentionally.

10.4. DE ANTWERPSE FLUISTERAAR is not involved in any interaction that comes into being between users. If a user has a dispute with another user, it is explicitly agreed that DE ANTWERPSE FLUISTERAAR, including all affiliated companies, officers, directors, legal representatives and employees, are warranted against all claims, demands and damages (actual or consequential), of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

Section 11 - Miscellaneous

If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, that provision will, to that extent only, be severed from the remaining provisions of these terms and conditions, which will continue to be valid to the fullest extent permitted by law.

Section 12 - Contacting DE ANTWERPSE FLUISTERAAR

Should you have any questions regarding these terms and conditions or the use of DE ANTWERPSE FLUISTERAAR, you are welcome to visit www.DE_ANTWERPSE_FLUISTERAAR.be. You can also send an e-mail to the following e-mail address: support@DE ANTWERPSE FLUISTERAAR.be.

Section 13- Applicable Law and Competent Jurisdictions

13.1. The terms and conditions are governed by and construed in accordance with the applicable laws in Belgium.

13.2. It is agreed to submit to the exclusive jurisdiction of the Belgian courts and tribunals, and more specifically the Court and Tribunals of the Antwerp judicial district.