

# Terms of Use

Date: July 2020

*LetsBuild Holding SA | Avenue de Louise 480, B-1050 Brussels, Belgium | [www.letsbuild.com](http://www.letsbuild.com)*

## I. CONTENT

- I. Content
- II. Terms of Use
- III. Acceptance of the Terms of Use
- IV. General terms and definitions
- V. For whom and to what do these terms apply?
- VI. Registration and contract formation
- VII. Subject matter of the Agreement
- VIII. About the LetsBuild offer
- IX. User categories
- X. Availability of LetsBuild
- XI. Maintenance and updates services
- XII. Rules for the Use of LetsBuild's products
- XIII. User content
- XIV. Mobile devices
- XV. Other Content
- XVI. Data backup
- XVII. Identity of Users
- XVIII. Account security
- XIX. Confidentiality
- XX. Right of withdrawal for consumers
- XXI. Reporting breaches or infringements
  - XXII. Indemnification
  - XXIII. Exclusions, warranty and liability limitation
- XXIV. License
- XXV. Intellectual property rights
- XXVI. Pricing and payment terms
- XXVII. Trial period
- XXVIII. Duration and termination of your user agreement
- XXIX. Technical support, complaints and possible downtime/bugs etc.
- XXX. Security
- XXXI. Miscellaneous
  - i. Entire agreement
  - ii. Severability
  - iii. No waiver
  - iv. Assignment

*LetsBuild Holding SA | Avenue de Louise 480, B-1050 Brussels, Belgium | [www.letsbuild.com](http://www.letsbuild.com)*

- v. Applicable law
- vi. Language
- vii. Changes
- viii. Notices

**We kindly ask you to read fully and carefully these Terms of Use as well as our Privacy Policy before using any of the Services provided by LetsBuild. These Terms of Use set forth the legally binding terms that govern the access to and use of LetsBuild's Services. For any questions or concerns, please contact us at: [info@letsbuild.com](mailto:info@letsbuild.com).**

## **II. TERMS OF USE**

a. We, LetsBuild, (hereinafter referred to as "LetsBuild" and "We") operate the software platforms APROPLAN and GenieBelt (hereinafter referred to as "Product(s)") that can be accessed via our website [letsbuild.com](http://letsbuild.com) or via direct links to the apps (hereinafter collectively referred to as "Website"). APROPLAN and GenieBelt are closed platforms where registered users can collaborate on construction projects (associated activities included). They are collaborative communication platforms that allow complete digital organisation of construction projects, including scheduling, documents and drawings, task management, notes and messages, meeting minutes, handovers, reporting and much more. The Products can be operated and used worldwide from compatible devices and the most common contemporary operating systems in a quick, complete and user-friendly manner.

b. LetsBuild Holding SA is the holding company of the companies LetsBuild Belgium SA (formerly APROPLAN SA) and LetsBuild Denmark ApS (formerly GenieBelt ApS). These two previously had separate holding companies that are now merged into one holding company, LetsBuild Holding SA. The statutory seat, central place of administration or principal place of business is located at the following address: 480 Avenue Louise, 1050 Brussels, Belgium.

c. Subject to the contrary, the Terms of Use hereunder are equally applicable to the Services provided by both software Products. Any deviations to this will be mentioned in the text accordingly.

d. By accepting the Terms of Use, the account holder ("You", "you"), including the account holder's employees who may have access to use the Services ("Users") agree to adhere to the Terms of Use and the obligations and rights herein.

### III. ACCEPTANCE OF THE TERMS OF USE

- a. In order for you to use any or both of the Products, you must first agree to the Terms of Use. Please review the Terms of Use as well as any other information notified to you by LetsBuild carefully before using the Products.
- b. You can accept the Terms of Use by:
- c. clicking to accept or agree to the Terms of Use, where this option is made available to you by LetsBuild in the user interface provided to you; or
- d. by actually using LetsBuild. In this case, you understand and agree that LetsBuild will treat your use of the Products as your acceptance of the Terms of Use from that point onwards.

### IV. GENERAL TERMS AND DEFINITIONS

In these Terms of Use, except to the extent expressly provided otherwise:

- a. **“Account”** means an account enabling a person to access and use the Services, including both user accounts of administrators, contributors, managers, guests or subcontractors
- b. **“You”**: the individual or legal body subscribing to the Services or on behalf of which the Services are subscribed and who is acting for professional purposes.
- c. **“Users”**: those employees, agents and independent contractors of the Account holder who are authorised by the Account holder to use the Services.
- d. **“Administrator User”** is the person or persons appointed by you to manage your account(s) that has specific administrator functionalities, such as the possibility to create Users, define their rights and modify settings.
- e. **“Terms of Use”** means this agreement including any schedules and any amendments to this Terms of Use from time to time;
- f. **“Business day”** means any weekday other than a bank or public holiday in Belgium (APROPLAN) / Denmark (GenieBelt);
- g. **“Account holder data”** means all data, works and materials: uploaded to or stored on the Website / Platform by the Account holder; transmitted by the Products at the instigation of the Account holder; supplied by the Account holder for uploading to, transmission by or storage on the Products; or generated by the Products as a result of the use of the Services by the Account holder, but excluding analytics data relating to the use of the Platform and server log files;

h. **“Account Holder Personal Data”** – means any Personal Data as defined under Article 4(1) of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and that is processed by LetsBuild on behalf of the Account holder in relation to these Terms of Use (but excluding analytics data relating to the use of the Platform and server log files);

i. **“Data Protection Laws”** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to your Personal Data, the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

j. **“Force Majeure Event”** means an event or a series of related events that is outside the reasonable control of the party affected, including failures of the Internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.

k. **“Products”** means the cloud-based software solutions (APROPLAN and/or GenieBelt) managed by LetsBuild and used by us to provide the Services, including the applications and the database software for the Services that we offer.

l. **“Services”** means any service that LetsBuild or the Products provide to you or have an obligation to provide to you under these Terms of Use.

m. **“Support Services”** means support in relation to the use of, and the identification and resolution of errors in, the Services offered, but shall not include the provision of training services;

n. **“Update”** means a hotfix, patch or minor version update to any Products software;

o. **“Upgrade”** means a major version upgrade of any Products software.

p. **“Location”** means the physical address that is linked to the account opened by the Account holder, where the Account holder is entitled to use the Services.

## **V. FOR WHOM AND TO WHAT DO THESE TERMS APPLY?**

a. The purpose of these Terms of Use is to define the terms and conditions under which you will be provided with access to and have the right to use the Product (including all associated content, features, services, and software). They constitute a legally binding contract between LetsBuild and you. These Terms of Use are the complete and exclusive

statement of the terms of the agreement between you and LetsBuild relating to the subject matter of these Terms of Use, unless specifically deviated from by contract. Any previous version of the Terms of Use is superseded and replaced by the current version as posted on the Website. No other terms and conditions will become part of this agreement unless expressly referred to in these Terms of Use or agreed in writing between us.

b. We reserve the right to offer additional services and applications through LetsBuild. In this case, we will inform you separately and transmit additional terms and conditions to you, if necessary.

c. Third party partners may offer applications through LetsBuild. User contracts for these applications are made with each individual vendor.

d. You cannot accept these Terms of Use if you are not of legal age to form a binding agreement with LetsBuild.

e. In these Terms of Use, the word “including” or “includes” means “including, but not limited to” or “includes, without limitation” and words importing the singular include the plural and vice versa.

## **VI. REGISTRATION AND CONTRACT FORMATION**

a. You must register to use LetsBuild’s Products, irrespective of whether you intend to become a User of one or the other Product. With your registration, you agree that you do not yet have an account with that particular Product or that you have deleted your old account. Each user may register only once and have only one active account per Product.

b. We offer several ways to register for the Product: You can fill a form to get contacted by a letsBuild representative who will afterwards register you manually, or you can register for a free trial (APROPLAN) or free version of the Product (GenieBelt). You may also purchase APROPLAN licenses online.

c. You may also be invited by other Users. In this case, the account will be free of charge unless upgraded. It is your choice which of these methods you want to use to register.

d. With reference to the use of GenieBelt, you can be invited into an existing project or start a new one only if you have a GenieBelt account .

e. To register for either Product, you must enter the required information truthfully and completely, unless it is marked as optional. Registration under a pseudonym or using false or incorrect data is not permitted. Should your personal information change, you must update all data immediately so that uninterrupted usage can be secured. You will therefore have access to our Services by means of a login and password.

f. As part of the registration process, you will be requested to click on “I agree to the terms and conditions”. Read carefully the Terms of Use before clicking on “I agree to the terms and conditions” or statement to the same effect. By clicking on “I agree to the terms and

conditions” or statement to the same effect, you accept to be bound and to comply with the conditions of the Terms of Use including all legal obligations imposed on you. If you do not agree with those conditions or if you do not wish to be bound by the Terms of Use, do not click on “I agree to the terms and conditions” or statement to the same effect and return to the home page. By clicking on “I agree to the terms and conditions” or statement to the same effect, you acknowledge and agree, among others, that the Terms of Use will cover all possible use of the Product.

g. We have no obligation to enter into a user agreement with you. We may refuse your registration request at any time without providing any reason. In that case, we will of course delete any information and data you have already entered, in accordance with applicable law.

h. By accepting these Terms of Use, you accept the use of electronic communications to conclude contracts or to order services as well as to transmit notifications, directives and transaction records relative to the subject matter of these Terms of Use. Moreover, in accordance with applicable law, you agree to waive any rights or obligations you may have by virtue of other laws or rules imposing a manual original (non-electronic) signature, or the transmission or conservation of non-electronic records.

i. You may keep a copy of these Terms of Use by making a computer copy, by printing them or by any other means.

## **VII. SUBJECT MATTER OF THE AGREEMENT**

a. The subject-matter of this Agreement is the use against payment or free of charge, as applicable, of LetsBuild’s Products, as accessible via the Website or directly via a link or a mobile application.

b. LetsBuild provides you with a platform to bring users together so they are able to network with each other independently. We provide you with the technical prerequisites and applications to do so. We do not take part in the content of the networks and communications.

c. LetsBuild may improve its Products on a regular basis and may also need to change technical features from time to time for the same purpose. Accordingly, you acknowledge and agree that the functionality of LetsBuild’s Products may vary from time to time. You may need to upgrade to a new version in order to enjoy the benefit of certain features or functionalities.

## **VIII. ABOUT THE LETSBUILD OFFER**

a. Each User (for User categories, see Section 5 below) has his or her own profile, which can be personalised.

b. Each User profile contains some tools and features pre-installed for each project space.

You can use this project space and also create your own project space and invite other members to use them. The Account holder is responsible for the project space created and can freely decide whom to invite.

c. In addition, you can participate in project spaces that have been created by other Users. Once you have registered, you can utilise the project space. Administrator Users can freely decide whether they make their project space closed or available for others to join upon invitation. You have no right to the use of other Users' project spaces, except upon invitation.

d. In addition, you can invite people who have not registered for LetsBuild's Products by typing in their email address.

## **IX. USER CATEGORIES**

a. You may use LetsBuild's Products as a "Paying User" or as a "Guest User".

b. As a Guest User you may use our Products free of charge with limited functionality and bandwidth as offered on the Website.

c. As a Paying User you may use more functionality with an increased bandwidth depending on the offer selected on the Website.

d. For LetsBuild's APROPLAN product, the following applies: You may use some features of APROPLAN initially for free for a trial period as set out on the Website. After the trial period, it is up to you to decide how you want to continue with your account. You may continue to use APROPLAN as a Guest User or as a Paying User. You can switch from one User category to the other at any time, however noting that any fees paid will not be refunded to you. If you do not terminate your account or choose to continue using the Product as a Paying User at the end of the trial period, you will automatically be regarded as a Guest User until you select another option.

## **X. AVAILABILITY OF LETSBUILD**

a. We will use all reasonable endeavours to maintain the availability of the Services provided, at the gateway between the public internet and the network of the service provider for the Services we offer, but as outlined in the following, we do not guarantee 100% availability.

b. LetsBuild's Products are available on a 7/7days and 24/24hours basis with a minimum ninety-five (95) percent average annual availability (hereinafter referred to as "Basic SLA"). Premium SLA is available for certain Users. If possible, we will notify you in a timely fashion if maintenance is required as a result of which the Products are not available. Platform downtimes due to maintenance will not be counted as unavailability periods for the calculation of the availability of LetsBuild. We are not responsible for Internet or web-related downtimes, especially downtimes during which the Products cannot be accessed through

the Internet due to technical or other problems that are beyond our control (e.g. force majeure, third party fault, etc.).

c. Should the above mentioned Basic SLA not be delivered for any given twelve (12)- month contract period, then you will be entitled to a one (1)-month free use of the Product in question. You acknowledge and agree that this shall be your sole remedy for breach of the SLA.

## **XI. MAINTENANCE AND UPDATE SERVICES**

a. LetsBuild will occasionally conduct maintenance on the Products.

b. LetsBuild will perform the Maintenance Services with reasonable skill and care.

c. We may suspend the provision of the Maintenance Services if any amount due to be paid by you to LetsBuild under these Terms of Use is overdue, and LetsBuild has given you at least 30 days written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

d. LetsBuild will maintain the Services and all software updates and enhancements offered under the general maintenance policies. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance enhancements to existing features.

e. Updates will not include product extensions to different hardware platforms, different operating system platforms, or different database platforms. Updates will be installed by LetsBuild's staff or via automated processes. Updates will be scheduled to minimise disruption to your accessibility to the Services. We will give appropriate prior written notice of scheduled maintenance services that are likely to affect the availability of the Services or are likely to have a material negative impact upon the Services.

f. LetsBuild provides Support Services to you during the term of your contract.

g. LetsBuild has made available to you a helpdesk in relation to the Services offered by the former. In GenieBelt, you can access the help desk directly from the application via the Help icon. If need be, you can contact LetsBuild at: support@letsbuild.com / +32 2 899 97 10 (APROPLAN) or +45 3173 0606 (GenieBelt).

h. LetsBuild will provide Support Services with reasonable skill and care.

i. You may use the LetsBuild helpdesk for the purposes of requesting and, where applicable, receiving Support Services. You may not use the helpdesk for any other purpose.

j. LetsBuild will respond to requests for Support Services made by you through the helpdesk.

k. LetsBuild may suspend the provision of the Support Services if any amount due to be paid by you to LetsBuild under these Terms of Use is overdue.



## **XII. RULES FOR THE USE OF LETSBUILD'S PRODUCTS**

- a. When using LetsBuild, you must observe all applicable laws and other regulations. In particular, you may not post and/or distribute data or content such as texts, images, graphics and links that violate regulations or infringe third-party intellectual property rights, copyrights or other rights of third parties. You are solely responsible for the information and content provided by you. We neither review the content for accuracy nor check for viruses or virus-related processability.
- b. You may upload and add files, such as documents, plans, files, pictures, etc., to project spaces. Before uploading any files or photos, you must ensure that you are entitled to use the photo or file and that the public disclosure of the image or file is not in violation of any laws, public morals and/or does not infringe any rights of third parties. Images or photos of people other than you may only be uploaded to the Product if approval has been provided by these third parties.
- c. You may not upload and/or make publicly available any files with the depiction of violence or pornographic, discriminatory, offensive, racist, defamatory or other illegal contents or depictions.
- d. We are entitled to remove images or files without prior notification if and insofar as any concrete evidence exists that their publication on the Product violates any legal regulations, public morals and/or third-party rights.
- e. Content and texts posted on the LetsBuild Products may not be copied, distributed or otherwise made publicly available without permission from the proprietor of the right, unless this is permitted by law.
- f. You are prohibited from carrying out or encouraging anti-competitive acts, including progressive acquisition, such as chain, pyramid or Ponzi schemes.
- g. Actions of harassment such as sending chain letters, or sexually suggestive or explicit communications are prohibited.
- h. You are prohibited from carrying out attacks on the performance of LetsBuild's Products, such as the mass sending of emails (SPAM), hacking attempts, brute force attacks, the use or the sending of spyware, viruses and worms.
- i. If you violate these rules, we are entitled to warn you, suspend you or possibly even completely exclude you from using LetsBuild's Products. We have the right to remove illegal content immediately.
- j. You agree not to access (or attempt to access), nor allow any third party to use any part of the Products by any means other than through the interfaces provided by LetsBuild. You specifically agree not to access (or attempt to access) nor allow any third party to access any part of the Products through any automated means, including use of scripts, robots,

spiders, scrapers or web crawlers, and not to disclose your password to any third party for the purposes of using any such technology. This excludes the tests conducted by security researchers to test the security of the Products where this is done in good faith and with LetsBuild's best interests in mind.

k. You agree that you will not:

i. take any action that imposes, or may impose (in each case at LetsBuild's sole discretion) an unreasonable or disproportionately large load on the Product infrastructure;

ii. copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display any part of the Products without prior written consent from LetsBuild and any third party determined by LetsBuild as appropriate;

iii. interfere or attempt to interfere with the proper working of the Products or any activities conducted via LetsBuild;

iv. bypass any measures LetsBuild may use to prevent or restrict access to the Products; and

v. attempt to reverse engineer, decompile or otherwise seek to obtain access to the source code in the Products.

vi. You agree that you will not engage in any activity that interferes with or disrupts the Products or the servers and networks which are connected to LetsBuild.

vii. You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Products.

### **XIII. USER CONTENT**

a. You agree that you are solely responsible for any and all content that you create, upload, transmit or display while using the Products (the User Content) and for the consequences of your actions (including any loss or damage which LetsBuild or any third party may suffer) by doing so. We have no responsibility towards you or to any third party for such action or losses.

b. By submitting, posting or displaying User Content, you give LetsBuild a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use any User Content for the purpose of your use of the Products.

c. By uploading any User Content to the Products, you warrant and represent that:

i. You have the lawful right to upload, reproduce and distribute such User Content

and power and authority necessary to grant the license.

ii. Any User Content you upload, post or otherwise transmit or display while using the Product will not:

i. be misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable;

ii. constitute unauthorised disclosure of personal or confidential information;

iii. violate the rights of any party (including but not limited to any patent, trademark, trade secret, publicity rights, privacy rights, copyright or other intellectual property) or otherwise create liability or violate any local, state, national or international law;

iv. contain viruses, trojan horses, worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware; or

v. constitute or encourage a criminal offence.

d. You shall indemnify LetsBuild, without limitation and upon demand, against any cost, damages or expenses (including reasonable legal expenses) that may be incurred by LetsBuild, either

I. as a result of any breach by you of the warranties detailed above, and/or

II. in respect of any claim or action against LetsBuild, or any third party that the use of any User Content infringes intellectual property rights or is otherwise unlawful or objectionable.

e. You acknowledge as reasonable and agree that LetsBuild may, on occasion, use User Content for analytical purposes or in order to improve the Product.

f. This may mean using a third party for the purposes of web analytics. LetsBuild refers to the Privacy Policy available on the Website. LetsBuild's use of such User Content will not involve the provision of any confidential or personal data to any third party.

g. You acknowledge as reasonable and agree that LetsBuild does not delete any projects but archives them automatically for the User.

h. You acknowledge that LetsBuild may send you mobile notifications and emails for any actions created as a result of using the Products.

## **XIV. MOBILE DEVICES**

a. Subsets of LetsBuild's Services are also accessible from a mobile device. Therefore, in order to be able to access it, you will need a device that meets the system and compatibility requirements for the relevant content, working Internet access and compatible software. The availability of the content and features may vary between countries and not all content or features may be available in your country.

b. You acknowledge and agree that LetsBuild is not responsible for offering these requirements or any applicable changes, updates or fees that may arrive with it in relation to the service and telecom provider. What is more, LetsBuild bears no responsibility for any alleged loss, damage incurred through the intrusion of the telecommunication service. By the same token, LetsBuild cannot be held responsible for any disclosure of information or failure to transmit data in relation to the Services due to issues encountered by the telecom services.

## **XV. OTHER CONTENT**

a. The Website may contain links to third-party websites or resources. We do not endorse and are not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms of Use, in which case the open source provisions will apply.

b. Moreover, we shall not be responsible for any texts, pictures, data and/or information or more generally any content posted or provided by you and any other users of the Product. We specifically exclude any warranty that these contents are true, accurate or fit for a specific purpose.

## **XVI. DATA BACKUP**

LetsBuild takes all reasonable measures to ensure that data durability and takes regular backups of your project data depending on your User Agreement. However, LetsBuild is not liable for loss of data as per Section XXIII in these Terms of Use and you hereby agree to make the necessary arrangements to secure the data and content entered, uploaded and saved by you on the Product on a regular basis and in accordance with the risk level and to create your own backup copies to ensure the reconstruction of data and information in case of their loss.

## **XVII. IDENTITY OF USERS**

It is technically not possible for us to establish with certainty whether a registered user of the Product actually has the identity that he or she pretends to have. Therefore, we cannot guarantee the correct identity of Users.

## **XVIII. ACCOUNT SECURITY**

a. You are responsible for maintaining the confidentiality of your password. This means that you: must keep your access password secret, may not disclose it or share it with other people, will not allow it to be known by third parties, and take the necessary measures to ensure confidentiality. You are responsible for any activity using your account, whether you authorised that activity or not. In case of actual or suspected misuse or loss of this information, you must notify us immediately by email at address: [info@letsbuild.com](mailto:info@letsbuild.com).

b. If we have reason to believe that there is likely to be a breach of security or misuse of the Product, we may request you to change your password or we may suspend your account.

## **XIX. CONFIDENTIALITY**

a. LetsBuild's Privacy Policy is part of these Terms of Use and sets out contractual provisions to ensure the protection and security of data passed from you and other users to LetsBuild for processing. b. LetsBuild has taken the necessary technical and organisational security measures to prevent such information from being accidentally or illegally destroyed or lost, and to prevent such information from falling into the hands of any unauthorised party, being misused or otherwise treated in a way contrary to LetsBuild's Privacy Policy. c. LetsBuild is bound by secrecy in respect of any information received about you and/or other Users and will not disclose such information to any third party except where required to do so by any court or regulatory authority and then only to the extent necessary. d. Further, you are responsible for any breaches of your account until you close down the account or prove that your account security was compromised without fault on your part.

## **XX. RIGHT OF WITHDRAWAL FOR CONSUMERS**

a. Subject to Section XX.II, you are entitled to notify to LetsBuild that you withdraw from entering into this agreement within fourteen (14) days from the day of entering into an Agreement for the use of LetsBuild's Product, without any indemnity or penalty, without giving any reasons in text form (e.g. letter, fax, email). Any such notification must be sent to: LetsBuild Belgium SA, Chaussée de Bruxelles 135 A, 1310 La Hulpe, Belgium (for APROPLAN accounts) / LetsBuild Denmark ApS, Aldersrogade 8, 2100 København Ø, Denmark (for GenieBelt accounts) or by mail to [info@letsbuild.com](mailto:info@letsbuild.com).

b. You will lose the right of withdrawal set forth in Section XX.I. if performance of the agreement begins with your agreement before the end of the fourteen (14)-day period referred to in Section XX.I.

## **XXI. REPORTING BREACHES OR INFRINGEMENTS**

a. If you notice or suspect use of the Products in violation of the law or these Terms of Use, or third-party right infringement, please report it to at any time via the email address: info@letsbuild.com.

## **XXII. INDEMNIFICATION**

a. You agree to indemnify and hold LetsBuild harmless from and against all claims, liabilities and costs (including attorney's fees and other costs incurred for the defence), including claims for damages resulting from:

I. an infringement of the rights of other Users or third parties, including government agencies by the content posted by you on LetsBuild, or due to your use of LetsBuild;

II. your breach of these Terms of Use or your violation of any law, regulation or directives, whether they are referred to in these Terms of Use and

III. your unauthorised or abusive use of LetsBuild or any part thereof. Any further rights and remedies, including claims for damages we may have remain unaffected.

## **XXIII. EXCLUSIONS, WARRANTY AND LIABILITY LIMITATION**

a. LetsBuild undertakes to provide access to LetsBuild and perform its obligations under these Terms of Use with all due skills and care. You acknowledge that LetsBuild's obligations in this regard are contracted on the basis of "commercially reasonable efforts". Furthermore, in no event shall LetsBuild be liable for inaccessibility, unavailability, interruption or bad quality of LetsBuild or any part thereof for any reason beyond LetsBuild's control, including but not limited to cases where the services of another operator, access or service supplier are used, in which case LetsBuild in no event shall be liable for any act or omission of that third party. It is expressly agreed that LetsBuild does not provide any warranty regarding internet connections or transmissions or regarding 3G/4G or other similar communications.

b. In no event shall LetsBuild be liable for any failure in its performance under these Terms of Use due to a force majeure event.

c. No advice or information, whether oral or written, obtained by you from LetsBuild or any of LetsBuild's subsidiaries, affiliates, officials, employees, or personnel, or through or from LetsBuild shall create any warranty not expressly stated in these Terms of Use. LetsBuild shall not be under any liability whatsoever in respect of any inaccuracies or omissions in LetsBuild. All such liability is excluded by us to the fullest extent permitted by law.

d. Except in case of wilful misconduct or intentional breach, or in the event of personal injury caused by a defect in the Products, in no event shall LetsBuild be liable for any indirect loss or damage whatsoever, including but not limited to lost profits, business revenue, goodwill, anticipated savings, loss of yours, lost data, any trading or other losses that you may incur as a result of use or reliance upon any content, loss of intangible goods, or for damages that

are not foreseeable (including as to their extent), arising out of the use and/or impossibility to access the Products or Website and /or unauthorised access to the Products or Website by a third party and/or actions by a third party and/or any other cause related to LetsBuild or its products.

e. Without prejudice to any other provision of this agreement (including Section X.II) and except in the case of wilful misconduct or intentional breach, or in the event of personal injury caused by a defect in the Products, the liability of LetsBuild shall in no case, in respect of all causes of action that arise under this chapter, exceed the total amount paid by you for the use of the Products during the twelve(12)-month period preceding the date of occurrence of the damage or, in the case of a series of damages before the latest damage to occur.

f. The warranty and liability limitations and disclaimers set forth in this section are also set forth to the benefit of all third-party suppliers and licensors. LetsBuild and its subsidiaries, affiliates or licensors do not represent or warrant to you that:

I. Your use of the Products (including their use in conjunction with any other software or through the Website) will meet your requirements, that your use of the Products will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of the Products provided to you will be corrected; and

II. any information obtained by you as a result of your use of the Products will be accurate or reliable; and

III. that any User Content will be accessible at any particular time; and

IV. that defects in the operation or functionality of the Products will be corrected, rectified, or remedied.

g. Some applicable laws do not allow some exclusions or limitations set forth above, so the above exclusions or limitations may not apply to you, especially if you are an individual User. In such event, LetsBuild's warranty and liability will be limited as far as legally possible under the applicable legislation.

I. You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms of Use, LetsBuild gives no warranty or representation that the Services we offer will be wholly free from defects, errors and bugs. You further expressly understand and agree that LetsBuild and its licensors shall not be liable to you for the deletion of, corruption of, or failure to store any User Content and other communications maintained or transmitted by or through your use of LetsBuild.

II. You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms of Use, LetsBuild gives no warranty or representation that the Services we offer will be entirely secure.

This is because there are security and privacy limitations of the Internet, which may be beyond our control. The security, integrity and privacy of any and all information and data exchanged within the Products cannot be guaranteed; and any such information and data may be viewed or tampered with in transit by a third-party, despite our best efforts. Moreover, you further expressly understand and agree that LetsBuild and its licensors shall not be liable to you for late delivery should the Internet fail locally, or at any geographical location where the transcriptionist is located, if no fault of their own.

III. You acknowledge and agree that LetsBuild holds no liability to you for any misuse or loss of User Content by third parties. In particular, you acknowledge and agree that no refund or compensation will be due to you from LetsBuild, and you further acknowledge and agree that since LetsBuild has no control over the content and/or quality of the User Content, this limitation of LetsBuild's liability to you is reasonable.

IV. You agree and acknowledge that you are in a better position than LetsBuild to foresee and evaluate any potential damage or loss that you may suffer in connection with the use of the Products; that LetsBuild cannot adequately insure its potential liability to you; and that accordingly the exclusions and limitations contained in this clause are reasonable. You undertake at all times to mitigate any such damage or loss.

V. Nothing in these User Terms shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by LetsBuild's negligence.

VI. Any material (including User Content) downloaded or otherwise obtained or accessed through the use of the Products is done at your own discretion and risk, and you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.

VII. For you to make full use of the Products, it may be necessary for you to use particular computer equipment or to download or install certain pieces of software. If you are unable to access all or part of LetsBuild because you do not have access to any necessary software or equipment, this shall not constitute a breach of these Terms of Use and LetsBuild shall not be liable for any loss, damage or expense which may result from your inability to access the Products.

VIII. You expressly understand and agree that your use of LetsBuild is at your sole risk and that LetsBuild is provided on an "as is" basis.

## **XXIV. LICENSE**

a. Subject to your compliance with these Terms of Use, you are granted a limited, non-exclusive, non-sublicensable, non-assignable license to use the LetsBuild Product through your individual User account for the duration of your User agreement. Access to LetsBuild is



for your individual use. You shall not assign, transfer, sub-license, resell or commercialise access to or the use of LetsBuild to any third party.

b. You acknowledge that each license offered by LetsBuild will run from the date of purchase of a subscription in accordance with Chapter XXXVI and is applicable for the entire duration of the subscription. It is the obligation of the Account holder to ensure that the use of the Service is in accordance with these Terms of Use. If you subscribe for a trial period, a separate license is applicable for the duration of the trial period.

c. The license granted under your subscription is only for the sole purpose of using the Services under this Agreement and for your own lawful internal business purposes. Unless otherwise mentioned in writing, the license cannot be transferred or (sub-)licensed to any other third-party, in whole or in part, without the prior written approval of LetsBuild.

d. Except for the rights of use and other rights specifically granted herein, no other rights are granted to you, either express or implied, and no obligation shall be implied requiring the grant of further rights. You hereby expressly acknowledge that the use of a Service provided by LetsBuild does not involve or imply a transfer of any Intellectual Property Rights to you.

## **XXV. INTELLECTUAL PROPERTY RIGHTS**

a. You acknowledge and accept that between you and LetsBuild, and without prejudice to any third party's intellectual property rights, all intellectual property rights in and to LetsBuild and all elements or components of the Website and Products are and shall remain the exclusive property of LetsBuild. All present and future rights in and title to LetsBuild, including the right to grant access to it over any present or future technology, are solely and exclusively reserved to LetsBuild.

b. Nothing in these Terms of Use shall be construed as assigning or conferring you the ownership of any intellectual property rights. Only those rights expressly set forth in these Terms of Use are granted to you. Under these Terms of Use, you are only permitted a limited use of the intellectual property rights here above mentioned. You shall refrain from any action that would jeopardize, limit or adversely affect LetsBuild's intellectual property rights. You acknowledge and accept that that any use of these intellectual property rights other than authorised Terms of Use constitutes a breach of these Terms of Use and an infringement of intellectual property laws, including but not limited to those on copyrights and trademarks, and may result in automatic and immediate termination of your right to use the Products and your User agreement, without notice and without prejudice to any damages that you might be liable to pay.

c. Except with LetsBuild's express and prior authorisation (including under these Terms of Use), you may not copy or download any part of the Website or its content.

d. You accept that you shall not remove, obscure or alter any proprietary rights or notices

affixed to or contained within any part of the Product or the Website. Except as strictly required for the use of the Products under these Terms of Use, nothing in these Terms of Use grants you any right to use the trademarks, service marks, trade names, signs, logos, slogans, online or other content, under any form whatsoever, belonging to or used by LetsBuild for its promotion or that of its Products or activities.

e. We are entitled to freely use any feedback, comments, or suggestions you send us or post in our forums about the Website or the Service (“Submissions”) without any obligation to you. This will not result in any right to LetsBuild or any part thereof belonging to you. LetsBuild shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **XXVI. PRICING AND PAYMENT TERMS**

a. The prices for the use of LetsBuild’s Products are based on pricing set out on the Website at the date of the order, which you can always access at <http://www.letsbuild.com/pricing> subject to gross mistakes or changes made to VAT rates. Payment must be made in full for continued use of the Services.

b. You agree to pay the applicable fees and any applicable tax or fee that may accrue in relation to all use of the Services accessed through your account, including all fees resulting from unauthorised use.

c. The Services of the two Products can be acquired separately by you for the time being.

d. All LetsBuild plans are priced per month but paid upfront for 12 months or more. You can upgrade, downgrade or cancel them depending on your contract, or pass the cost onto your customers. When you purchase the right to use either Product on a subscription basis, you acknowledge and agree that this is a recurring payment and payments shall be made to LetsBuild by the method you have chosen in advance at the recurring intervals chosen by you, until that subscription is terminated by you or by LetsBuild. Regardless of the subscription, you will pay the subscription fee in advance.

e. LetsBuild may change the prices at any time without any prior notice to you. You can choose whether to accept the new prices prior to completing your next purchase. The new prices will apply to your next purchase after the new prices have been published or, for subscriptions, at the end of the current contract or subscription period (and you will be informed of the new prices before your payment for the next period is made). Any price change will not affect existing contract terms or subscriptions, it will only apply to new contract terms or subscriptions.

f. If you are in default with any payment obligations (immediately after the first non-payment), we are entitled to deny access to the Products and/or terminate our agreement with you without notice.

g. Your purchase may be subject to foreign exchange fees or differences in prices based on

location (e.g. exchange rates). It falls under your responsibility to bear any additional costs as a result of this.

h. The invoices of each payment will be sent to the email indicated by you and can be requested by sending an email to [support@letsbuild.com](mailto:support@letsbuild.com).

i. We reserve the right to assert further claims for default of payment.

j. Any third-party applications or third-party product will be subject to the pricing of and are the sole responsibility of each individual vendor.

k. Cheques are not accepted. Payments can only be done via credit card or wire transfer (Direct Debit).

## **XXVII. TRIAL PERIOD**

a. For the APROPLAN Product, you have the possibility to request (only) one (1) trial period free of charge per Location, in order to experience the features and functionalities of the Services that are provided by the product ahead of making a purchasing decision. If you renew your account, you will not be eligible for another free trial period for the same Location. If LetsBuild discovers that you have registered several times for trial periods for a certain Location, LetsBuild reserves the right to restrict or terminate any of your client accounts in LetsBuild's sole discretion and/or to refuse all current or future use of the Services (or any part thereof).

b. LetsBuild makes its Services available to you with full access to all functionalities and full support, during the period under this Section. For Services used during the trial period, LetsBuild does not make any binding commitments or obligations in connection with the Services, as the Services are provided "as is" and "as available" during the period under Section XXVII.

c. The trial period starts from the date of the creation of your account, which is confirmed by an approval sent by LetsBuild to the email address provided by you.

d. The trials are free for 30 days, unless your use of the Services is terminated earlier in accordance with these Terms of Use. As soon as the trial period expires, your access will be immediately terminated, except if you purchase a client subscription. Should that be the case, your account will continue as a free basic account as per our pricing plans.

e. LetsBuild has the right to modify the conditions of the trial period or to discontinue it entirely at any time, without any prior notice, including, but not limited to, when LetsBuild is of the opinion that you requested a trial period not to make any procuring decision, but for any other (unlawful) purpose such as to perform industrial espionage.

## **XXVIII. DURATION AND TERMINATION OF YOUR USER AGREEMENT**

- a. Depending on the pricing model, the Agreement is formed for an indefinite term or for a certain fixed minimum term (hereinafter “Agreements with a Minimum Term”).
- b. Agreements for an indefinite term may be terminated at any time by either party. For Agreements for an indefinite term, changing to a different User category does not constitute the termination of the Agreement. We only adjust the terms of compensation and rights to your new User category.
- c. Agreements with a Minimum Term will be in force until the end of the agreed period and will automatically renew for the same period of time, unless you give written notice to LetsBuild at least 90 days before the end of the current period.
- d. LetsBuild reserves the right to withdraw or change the subscriptions at any time. In the event of such a change, LetsBuild will notify you by email stating the changes and their effective date, with sufficient time in advance. If you do not wish to accept these changes, you are entitled to terminate your subscription, with effect from the date on which the changes are due to take effect.
- e. LetsBuild shall be entitled at any time, without any prior notice, by summons or judicial action, to terminate your User Agreement with immediate effect by sending an email to the address that you have provided for the purpose of the conclusion of these Terms of Use and / or by closing your access to the Product, or to suspend your access to the Product, without being liable to pay any indemnity or damages, in case of your insolvency, breach of law or breach of these Terms of Use or in the event of a force majeure event preventing LetsBuild from fulfilling its obligations under these Terms of Use or of any circumstance that would render LetsBuild’s performance of its obligations so costly it would result in an imbalance between the parties’ obligations.
- f. LetsBuild shall be entitled at any time, without any summons or judicial action, to terminate these Terms of Use subject to a two (2)-month notice sent by email to the address that you have provided for the purpose of the conclusion of these Terms of Use, without being liable to pay any indemnity or damages except that LetsBuild shall refund to you any outstanding prepaid fees on a prorata temporis basis.
- g. Upon termination of your user agreement, (a) you acknowledge and accept that all licenses and use rights related to LetsBuild’s Product shall terminate; (b) you shall remove any software provided hereunder from any devices, hard disks and other storage media and destroy all copies in your possession or under your control; and (d) your access to LetsBuild shall terminate, without any refund of any amount paid by you (unless in the case of termination by us due to an event of a force majeure event or as set forth in Section XXVIII.II).
- h. Any and all refund payments hereunder will be made in the same form as you initially made payment.
- i. LetsBuild may at any time, terminate the agreement with you and remove access to the

Product from you if:

i. You have materially breached any provision of the Terms of Use (or have acted in a manner that clearly shows that you do not intend to, or you are unable to comply with the provisions of the Terms of Use) and, where such breach is capable of remedy, LetsBuild determines that you have not so remedied within fourteen (14) days of notification; or

ii. LetsBuild is required to do so by law (for example, where the provision of LetsBuild to you are, or becomes, unlawful); or

iii. if either party becomes insolvent; or enters into any kind of composition, scheme of arrangement, compromise or arrangement involving that party and its respective creditors generally (or any class of them) save for the purposes of a bona fide company reorganisation; or is unable to pay its debts; or is the subject of an order for the seizure of the assets or a substantial part thereof of that party made by any court having jurisdiction.

j. When the Terms of Use are terminated:

i. the licence granted in the Terms of Use terminates;

ii. all of the legal rights, obligations and liabilities that you and LetsBuild have benefited from, been subject to (or which have accrued over time whilst the User Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall survive termination of these User Terms; and

iii. you will lose access to LetsBuild and stored User Content.

k. LetsBuild reserves the exclusive right and prerogative to retain, maintain, archive, protect, use, or store any and all data or information, without regard as to time or duration, as it may deem reasonable or necessary in the pursuit of LetsBuild business or interests, or in protecting such business or interests, notwithstanding the termination or cessation of account holder relationship with LetsBuild.

## **XXIX. TECHNICAL SUPPORT, COMPLAINTS AND POSSIBLE DOWNTIME/BUGS ETC.**

a. LetsBuild will offer Technical support to all account holders to the necessary extent.

b. In case LetsBuild is unable to replicate an incident and there has been no recurrence of the incident for a period of one month from the reported occurrence, the incident will be

deemed 'No Fault Found' and LetsBuild will take no further action.

c. A complaint from an account holder needs to be raised in writing or by email to [support@letsbuild.com](mailto:support@letsbuild.com) within 14 days from the occurrence of the issue. LetsBuild will complete an investigation of the issues raised. Where this requires access to saved or archived data, transcription files or other digital data, you hereby authorise LetsBuild to have unlimited access to this information to allow the complaint investigation to be completed.

d. LetsBuild will use its reasonable endeavours to complete the investigation within 7 business days of the complaint being raised. Should the dispute be upheld, LetsBuild and you will work together to decide on the best course of redress .

e. The total value of this redress is limited to the invoiced cost of the service rendered, no matter on which basis the claim is made. LetsBuild will not be liable for any losses or claims arising from delay or quality of reports generated by LetsBuild.

f. In the event a subscription is made by the Account holder and LetsBuild is not available, due to technical reasons relating to LetsBuild, for a total time period of 120 hours in a 30-day time period, and this is acknowledged by LetsBuild, LetsBuild will compensate you a proportionate amount of the monthly subscription amount.

g. LetsBuild is not liable for additional claims or compensation due to lack of operation of LetsBuild than stated in the Terms of Use. LetsBuild does not warrant or represent that the operation of LetsBuild will be uninterrupted, timely or error free for any account holders regardless of subscription.

## **XXX. SECURITY**

a. LetsBuild implements appropriate technical and operational measures to (i) safeguard the security and safety of LetsBuild's applications and Services and (ii) protect your data (including the personal data of your visitors which LetsBuild processes on your behalf and in accordance with the Privacy Policy against accidental or unlawful destruction or accidental loss, modification, unauthorised disclosure and access). LetsBuild determines freely the frequency of the backup. It remains however your responsibility to always create your own backup of your data.

b. In addition, LetsBuild represents and warrants that:

- i. all of the Services will be performed using sound, professional procedures and in a proficient and professional manner;
- ii. its networks, software, databases, routers or operating systems, and computer systems are compliant with and are adequately set up in accordance with pertinent industry standards and that it is knowledgeable as to such pertinent industry standards;
- iii. it utilises commercially reasonable backup procedures to back up any data processed under these Terms of Use;
- iv. it shall implement suitable security policies and processes to protect the data

processed under these Terms of Use.

c. Such policies and procedures include, but are not limited to, LetsBuild utilising its best efforts to protect its computer systems and databases from unauthorised access or tampering. In addition, LetsBuild will immediately notify you of any known or suspected security breach. LetsBuild will work with you to immediately correct any security deficiency.

d. In light of the above, it is not to be understood that you are discharged of your own responsibility to safeguard your computer equipment, software (other than software provided by LetsBuild pursuant to these Terms of Use), telecommunications and internet connections against viruses, computer crime, illegal use by third parties or other unauthorised use and to take the security measures mentioned above in Chapter XXX.

## **XXXI. MISCELLANEOUS**

### **I. Entire Agreement**

These Terms of Use are the complete and exclusive statement of the terms of the Agreement between you and LetsBuild relating to the subject matter of these Terms of Use, unless otherwise specifically agreed by contract. They supersede and replace all prior agreements and understandings between the Parties relating thereto, whatever their form. The parties specifically exclude the application of any standard terms and conditions of acquisition or other conditions of the Account holder, even if these would have been communicated to LetsBuild at a later date and LetsBuild would not have protested against the latter.

There are no third-party beneficiaries to this Agreement.

### **II. Severability**

If any provision of these Terms of Use or the application thereof to any party or circumstance should to any extent be declared invalid, illegal or unenforceable in any jurisdiction, that provision shall be severed from these Terms of Use as to such jurisdiction (but, to the extent permitted by law, not elsewhere), and shall not affect the remaining provisions hereof. The parties agree to substitute for such provision a valid provision that most closely approximates the intent and economic effect of such severed provision.

### **III. No waiver**

The failure or delay by LetsBuild to exercise any right or action under these Terms of Use shall not be construed as a renunciation of this right or action nor shall this in any way affect the validity of the whole or any part of LetsBuild's Terms of Use, nor prejudice LetsBuild's rights to take subsequent actions thereof.

### **IV. Assignment**

LetsBuild shall have the right at its discretion to assign these Terms of Use or any part of its

rights and/or obligations hereunder. You are not entitled to assign any of your rights or obligations under these Terms of Use.

## **V. Applicable law**

These Terms of Use will exclusively be governed by Belgian law, without giving effect to its conflict of laws provisions or those of your actual state or country of residence if you are a consumer or those of your registered office if you are a business.

Disclosing the rules available under Regulation REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), also known as Brussels I Regulation recast (which provides special jurisdictional rules) and other similar applicable laws to the fullest extent possible, the French speaking courts of Brussels (Belgium) will be exclusively competent.

## **VI. Language**

Unless expressly agreed otherwise, you acknowledge that the language of these Terms of Use is also the official language in all commercial transactions with LetsBuild.

The original language of these Terms of Use is English. Translations or documents prepared in another language will always be considered as an additional benefit for you. In the event of a conflict, the English version will always prevail.

## **VII. Changes**

LetsBuild reserves the right to modify these Terms of Use at any time. We will notify you of any major changes but otherwise, you will always find the latest version on the Website. If you do not wish to accept the modified Terms of Use, you have the right to terminate these Terms of Use by sending an email to the address [support@letsbuild.com](mailto:support@letsbuild.com), with effect on the date on which the modified Terms of Use would have entered into force.

Without prejudice to the above, you agree that LetsBuild S.A. will not be bound by previous versions of the Terms of Use that have been removed from the Website, even if they are still available on other websites or in any other way. You can at any time request the latest version of the Terms of Use via [support@letsbuild.com](mailto:support@letsbuild.com) or access it on the Website.

## **VIII. Notices**

Any notice to be served under this Agreement is to be delivered or sent by registered post or email, as follows:

- a. To you on the address or email address provided in the subscription process;
- b. To LetsBuild on the following address: For APROPLAN Product: LetsBuild Belgium SA,



480 Avenue Louise, 1050 Brussels, Belgium - for GenieBelt Product: LetsBuild Denmark ApS, Aldersrogade 8, 2100 København Ø, Denmark.