

YOUFLANDERS GENERAL TERMS AND CONDITIONS

GENERAL

These general terms and conditions apply to the mobile app YouFlanders, which is managed by the Flemish agency VISITFLANDERS, having its registered office at 1000 Brussels – Grasmarkt 61, and enterprise number BE0225.944.375. (hereinafter: ‘app’).

By using the app you declare that you agree to these general terms and conditions and undertake to observe these general terms and conditions. The general terms and conditions may be amended by VISITFLANDERS at any point, at its own discretion.

You may only use this app and the information on this app for personal and non-commercial purposes and on the condition that you fully comply with these general terms and conditions.

INTELLECTUAL PROPERTY RIGHTS AND YOUR CONTRIBUTIONS

You expressly acknowledge that the information and data provided is and shall remain the property of VISITFLANDERS (and/or a third party with whom VISITFLANDERS collaborates). The texts, images, audiovisual content, names, icons, logos and other items in the app may be protected by copyright and/or other intellectual property rights and may not be reproduced and/or shared with the public, except for when it is necessary to be able to view the information in accordance with these general terms and conditions. If you want to reproduce and/or share information with the public you must receive explicit prior written consent from VISITFLANDERS and/or another rights holder, unless this is deemed unnecessary in accordance with the provisions of various laws regarding intellectual property.

If VISITFLANDERS offers you the option to provide your own contributions to the app (how busy a place is, opening hours etc.), you are not permitted to share information that is protected by intellectual property rights or false information (e.g. providing false information regarding the business as a business owner, providing false opening hours etc.). Unlawful contributions and/or contributions that conflict with the general norms and values of society are not permitted. VISITFLANDERS will not view the contributions before they are published and therefore accepts no responsibility for them. In all cases, you indemnify VISITFLANDERS against all possible claims from third parties.

VISITFLANDERS expressly states that you are not permitted to claim a business if you are not the business owner. If a business is falsely claimed, the legal owner is free to submit a claim against the person in question should this lead to any form of damages. VISITFLANDERS verifies the businesses by sending a unique code and accepts no responsibility when they are falsely appropriated. If you suspect that a business is not being managed by the legal owner, we ask you to report this via info@youflanders.be.

PLACING A HYPERLINK TO THE APP

You are permitted to place a link to the download page of this app on your own website (or app).

LINKS TO WEBSITES MANAGED BY THIRD PARTIES

This app may contain links to websites that are managed by third parties. These links are only provided for the reference purposes of the user of this app. VISITFLANDERS does not check these websites nor the information on them. As such, it cannot be held liable for the content or quality of these websites. A link does not necessarily mean there is a collaboration between VISITFLANDERS and the owners of these other websites.

PRIVACY

The [privacy policy](#) explains how VISITFLANDERS processes your personal data when you use the app.

LIABILITY OF VISITFLANDERS

VISITFLANDERS endeavours to inform you as accurately and fully as possible, but they do not, however, provide any guarantees. If the information in this app is incomplete or contains errors, VISITFLANDERS cannot be held liable for this.

VISITFLANDERS is not responsible for any decision or action whatsoever taken by the user on the basis of the information provided, or information or messages relating to users or third parties.

Malfunctions, interruptions or mistakes in the electronic delivery of the services requested via the app do not entitle you to seek financial damages in any way from VISITFLANDERS or third parties.

VISITFLANDERS declines all responsibility resulting from offering the app, except in cases of severe or intentional errors.

APPLICABLE LAW AND COMPETENT COURTS

Belgian law applies. In case of dispute, only the courts of Brussels are competent.