

The general conditions consist of the :

[GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES](#)

[GENERAL TERMS AND CONDITIONS FOR USE OF THE SERVICES](#)

# GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES

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## **I. IDENTIFICATION – CONTACT DETAILS**

Lefebvre Sarrut Belgium ('LSB') is a publisher of professional information. Its offering includes books, knowledge bases (databases and software) magazines, journals, applications, strategy support tools, training and advertising space.

These General Terms and Conditions govern the Services provided and Products offered for sale by LSB:

Lefebvre Sarrut Belgium SA  
Registered office: Rue Haute, 139/6, 1000 Brussels – Belgium  
VAT: BE0436.181.878  
RPM: Brussels

Tel.: 0800 39 067 (free number from Belgium) or +32 (0)2 548 07 13 – *call from Monday to Friday, except public holidays, during business hours*

Email: For any requests regarding our products and services, please use the email address: [contact@larcier-interSENTIA.com](mailto:contact@larcier-interSENTIA.com)

## **II. PURPOSE AND SCOPE OF CONDITIONS**

### **Article 1. Definitions**

1.1. In these General Terms and Conditions for the Sale of Products and Services, the definitions of the following terms apply:

1.1.1. Knowledge Base:

1.1.1.1. any IT service provided by LSB enabling the Client to access information resources online; or

1.1.1.2. any software (calculation software and others) provided by LSB.

The Knowledge Bases provided by LSB include: Strada lex, TaxWin, SocialWin, My Tips & Advice, ComptAccount, Sofisk, WebWin, SmartPartner Tax, Tax-IQ, GoComply, First, PCA and Easydrafting;

1.1.2. Client: the purchaser of a Product(s) and/or Service(s) provided by LSB, whether it is a Consumer or a person acting in a professional setting. The Client is always User of the Services provided by LSB;

1.1.3. Account: personal interface provided to a Client on one of the LSB Websites which, among other things, gives the Client access to Knowledge Bases, allows them to place orders for Products or Services, obtain information on previous orders, etc.



- 1.1.4. Special Terms and Conditions: any conditions specific to a Service or a Product of LSB ordered by the Client, the content of which is brought to the attention of the Client during the ordering process. If such Special Terms and Conditions exist and contradict these General Terms and Conditions, they shall take precedence over them;
- 1.1.5. Consumer: any natural person acting for purposes that are not part of their commercial, industrial, artisanal or liberal profession or activity;
- 1.1.6. General Terms and conditions for Use of the Services: The General Terms and Conditions for Use of the Services provided by LSB, available at the following address: [General Terms and Conditions for Use of the Services](#)
- 1.1.7. Agreement: the contract between the Client and LSB, concerning the sale of a Product or a Service, which is governed by these General Terms and Conditions for the Sale of Products and Service (hereafter the “General Terms and Conditions” or “Terms and Conditions”) and any Special Terms and Conditions, and the Privacy Charter;
- 1.1.8. Indirect loss: indirect loss is the direct consequence of direct loss and includes, although is not limited to, any financial or commercial loss, loss of clients or savings, any commercial disruption whatsoever, any increase in costs and other general expenses, loss of profit, loss of brand image, any delay or disruption to the scheduling of projects or activities, loss of data and its consequences, etc.;
- 1.1.9. Digital File: any computer file provided by LSB presented in a single, specific format (generally PDF or .epub) which displays a work on a digital device;
- 1.1.10. Force majeure: the following events in particular will be considered as cases of force majeure or fortuitous events: (1) the loss or total or partial destruction of the provider’s computer system or its database where any of these events cannot reasonably be attributed to it and where it is not demonstrated that the provider has failed to take reasonable measures to prevent any such events; (2) earthquakes; (3) fires; (4) floods; (5) epidemics and pandemics; (6) acts of war or terrorism; (7) strikes, whether or not declared; (8) lockouts; (9) embargoes; (10) insurrections and riots; (11) a stoppage of energy supply (such as electricity); (12) a fault on the network for the Internet of the system of data storage; (13) a fault on any telecommunications network, whether it be provided by LSB or a third party, and any loss of connectivity on the Internet network; or (14) any other cause beyond LSB’s reasonable control;
- 1.1.11. Monograph: any non-periodical book or treatise, any non-periodical work provided by LSB;
- 1.1.12. Protected Works: all works and elements protected by any intellectual property right belonging to or managed on behalf of a third party by LSB or one of the companies belonging to LSB, or including but not limited to Journals, Monographs, Digital Files, all elements comprising the Knowledge Bases, training media and content, etc., marketed or provided to Clients or third parties by LSB in one way or another;
- 1.1.13. Party: refers indiscriminately to one of the two Parties to the Agreement;
- 1.1.14. Parties: the Parties to this Agreement;
- 1.1.15. Product: any product ordered by the Client and provided by LSB;



- 1.1.16. Journal: periodic publication specializing in a specific field, including the Notarial Directory;
  - 1.1.17. Service: any service, whether it is training or making available a Knowledge Base, Platform, Digital Files, Websites, etc. carried out by LSB, commissioned by the Client;
  - 1.1.18. Website: one or all of the websites managed or edited by LSB, whether they are portals to Services or static display websites as well as any other site complementary to a magazine published by LSB;
  - 1.1.19. Download: the fact of transmitting and/or reproducing a Digital File on a digital device;
  - 1.1.20. User: any person using one of the Services provided by LSB either because the person has contracted with LSB directly (the Client User), or because they have obtained access to the Service either through a Client (the Non-Client User) or not (e.g. a simple visitor to a Website). Clients are considered to be Users but Users are not necessarily Clients.
- 1.2. Unless otherwise stated, plurals include the singular, and vice versa.
  - 1.3. Terms not defined are understood in their usual sense.
  - 1.4. Unless otherwise stated, lists appearing in the Agreement are never exhaustive.

## **Article 2. Purpose of the Terms and Conditions**

- 2.1. These General Terms and Conditions are intended to guide the sale of LSB Products and Services to the Client.
- 2.2. The Client for Services is always considered a User of the Services provided by LSB. Accordingly, the [General Terms and Conditions for Use of the Services](#) also apply to the Client, since they govern the use of LSB Services.
- 2.3. The Client for Services may have several Non-Client Users of LSB under their responsibility. LSB shall not establish a direct contractual relationship with the Non-Client User, but the User must still comply with the General Terms and Conditions for Use of the Services. The Client shall inform the Users under his responsibility of the General Terms and Conditions for Use of the Services.

## **Article 3. Acceptance of the Terms and Conditions**

- 3.1. By creating an Account or by placing an order for a Product or Service, the Client accepts without reservation these General Terms and Conditions, which they have been able to read beforehand.
- 3.2. The creation of an Account or the placing of an order also implies that the Client has been able read the Privacy Charter.
- 3.3. Any exception to this Agreement shall be made in writing and signed by both Parties.



## **Article 4. Amendment of the General Terms and Conditions/of the Agreement**

- 4.1. LSB reserves the right to amend the General Terms and Conditions at any time, subject to prior notice to the Client.
- 4.2. The said amendments shall be brought to the attention of the Client at least one month before their entry into force, in the most appropriate manner taking into account the state of the art. The Client for Services is responsible for informing any Non-Client Users who are under their responsibility.
- 4.3. In the event of a substantial amendment to the Agreement, the Client may terminate the Agreement at no cost, subject to notification of its intention to do so and by providing proof of the substantial nature of the change, before the amendment takes effect, which the Client must do within one month of LSB's notification of the amendment to the Convention. In the absence of any reaction from the Client within one month of the notification of the amendment, the Client shall be deemed to have accepted the new Agreement.

## **III. ACCOUNT AND USERS OF SERVICES**

### **Article 5. Client/User – Distributor/Client Relationship**

- 5.1. It is appropriate to distinguish between LSB Clients, who contract directly with LSB (for Products and/or Services) and Users of Services provided by LSB, who may be LSB Clients or even Users under the responsibility of an LSB Client (Non-Client Users).
- 5.2. Within the limits of the number of Users provided for in the applicable Special Terms and Conditions, the Client for Services may have several Users of Services under its responsibility. The User under the responsibility of the Client must work on behalf of the Client (as an employee or under contract as a self-employed person or association). For example, this will be the case when the Client is a law firm with several employees or self-employed persons working on behalf of the Client. These workers can benefit from the Services and Products provided by LSB. They are considered Non-Client Users of LSB.
- 5.3. The Client for Services is responsible for the Users' compliance with the General Terms and Conditions for Use of the Services. Any breach of the General Terms of Use of the Services by one of the Non-Client Users will be considered by LSB as being committed by the Client himself, against whom LSB may have direct recourse.
- 5.4. Distributors shall pass the provisions of these General Terms and Conditions for Sale on to their clients.



## **Article 6. Client Account Management and Users under the Client's responsibility**

- 6.1. The Client for an Online Service may have an Online Account, as part of the provision of the Service.
- 6.2. As a rule, one Account must correspond to one single individual. It is not permitted for several individuals to use the same Account.
- 6.3. The Client is responsible for the validity and accuracy of the information provided when creating or managing an Account, including sub-accounts for the Users it vouches for.
- 6.4. LSB reserves the right to refuse access, close the Client Account and/or Users' sub-accounts and remove or edit content if the Client – or one of the Users under its responsibility – breaches any one of the applicable laws or any provision of the Agreement, including failure to pay an invoice on the due date, or displays anormal behavior which a normally prudent and diligent professional should not display when using the Service normally. Where applicable, refusal of access may relate to a specific IP address or MAC address.

## **Article 7. Communication of the number of Users under the Client's responsibility**

- 7.1. LSB may suggest price structures based on a number of Users, generally the number of people (employees and freelancers) working on behalf of a Client, typically per number of lawyers working at the same law firm.
- 7.2. If LBS has doubts concerning the actual number of people accessing the Services, compared to the number of Users notified by the Client, LSB may carry out all necessary checks and the Client agrees to cooperate fully with these checks.
- 7.3. In the event of proven fraud, LSB may immediately end the Agreement at the sole fault of the Client, and the price difference based on the difference between the number of initially defined Users and the number of actual Users will be payable by the Client for the period of time affected by the fraud, plus 100% for the act of fraud. Notwithstanding this, LSB has the right to claim any other amount or compensation related to termination of the Agreement due to the Client's fault.
- 7.4. The Client is responsible for any changes in the number of Users in comparison to the initially defined number. The Client will notify LSB immediately of any changes to the number of Users and changes in identity of the Users, in the event of departure or arrival. In this case, the identification information of the User concerned will be amended. Each Client may make User amendments of up to 10% of the number of initially defined Users. Beyond this 10% threshold, the amendments will be invoiced by LSB.
- 7.5. Each User will have access to the Service via a personal email address and a password, except in the case of access via IP recognition.





## **IV. PRE-CONTRACTUAL INFORMATION**

### **Article 8. Offer**

- 8.1. All the products and services offered by LSB, regardless of the medium on which they appear (Website, folder, catalogue, etc.) are described in good faith and as faithfully as possible.
- 8.2. Products and Services are offered subject to availability.
- 8.3. LSB may modify its offer of Products and Services at any time.
- 8.4. The Client will be notified as quickly as possible if a Product is unavailable for any length of time. Where applicable, the Client may then cancel their order without charge.
- 8.5. With regard to training, registrations are accepted subject to available spaces. The Client may make enquiries about the availability of training by contacting LSB.

### **Article 9. Price offer**

- 9.1. The prices displayed for the Products and Services offered by LSB, regardless of the medium (Website, folder, catalogue, etc.) may be amended without notice by LSB.
- 9.2. Unless otherwise stated, the prices are in euros and do not include taxes or delivery charges.
- 9.3. The price displayed for the Product or Service covers only the features included in the Product or Service description.
- 9.4. The Client may have access to advantageous offers, in particular on items sold by mail or electronically.

### **Article 10. Taxes – Orders in the EU**

- 10.1. Clients not subject to VAT will be charged VAT in the EU country shown on the invoice.
- 10.2. Clients subject to VAT, with their registered office in another country of the European Union and who wish to receive deliveries in this country, will be invoiced without VAT. It is, however, their responsibility to declare this import, in order to comply with the tax legislation of their country of establishment.
- 10.3. In all cases, clients subject to VAT will be required to declare their VAT number on the order form. LSB reserves the right to suspend the order if this information is not sent or if the number communicated is incomplete or incorrect.



## **Article 11. Taxes – Orders invoiced and delivered outside the EU**

- 11.1. LSB will apply the VAT rules applicable to the sale of Products and Services to countries outside the European Union.
- 11.2. For orders to a country outside the European Union, the Client is the importer of the Product or Products concerned.
- 11.3. Customs fees, local taxes, import duties or State taxes may be liable for payment. These duties and taxes are not the responsibility of LSB. They are payable by the Client, who takes full responsibility for declarations and payments to the competent authorities/organizations in its country.

## **Article 12. Delivery charges**

- 12.1. In the event of an order being placed for a Product or Products via a LSB transactional website, any delivery charges payable by the Client shall be communicated at the time of the summary of the online order.
- 12.2. In the event of an order being placed for a Product or Products by any electronic or analogue means other than those set out in Article 12.1, if applicable, an estimate of the applicable delivery costs shall be communicated to the Client by the same method as that of placing the order. The Client may decide to cancel his order within 24 hours of receipt of this estimate.
- 12.3. In general, the delivery charges for the Product or Products are calculated on the basis of the weight of the goods making up the delivery to be made and the destination. They are generally payable by the Client.

## **V. PLACING AN ORDER**

### **Article 13. Online ordering process**

- 13.1. The Client can order the Products and/or Services provided by LSB online via one of LSB's websites or by any other means (telephone, pre-printed order form, etc.).
- 13.2. LSB reserves the right to make the order confirmation subject to other conditions, suspend it or refuse it, in the following, strictly limited cases:
  - 13.2.1. Communication of clearly incorrect data;
  - 13.2.2. Incomplete or incorrect purchase order;
  - 13.2.3. Non-payment of previous deliveries or refusal of authorization by the Client's bank or financial organization or the LSB financial department;
  - 13.2.4. Orders for an abnormally high number of works;
  - 13.2.5. Orders for an abnormally high sum;



13.2.6. Delivery to be made in a geographical zone where the risks are unreasonable, either due to lack of reliable transport or distribution, or due to Force majeure.

## **Article 14. Payment**

- 14.1. Payments may be made by credit card, debit card or bank transfer. In the latter case, LSB reserves the right to make acceptance of the order or the delivery subject to receipt of payment.
- 14.2. Unless specifically agreed in writing, payments are due immediately and without discount.
- 14.3. Any payment delay shall, automatically and without formal notice, incur interest of 8% per year on the sums due.
- 14.4. In the event of non-payment on the due date, contractually fixed compensation of 10% of the remaining balance will be due, automatically and without formal notice, with a minimum of €40.

## **Article 15. Invoicing**

- 15.1. The Client explicitly agrees to the use and receipt of electronic invoices, at LSB's discretion.

## **Article 16. Security and archiving**

- 16.1. The security of electronic funds transfers and correct execution of payment orders generally is the sole responsibility of the financial organizations managing these transfers.
- 16.2. LSB cannot be held liable for any loss whatsoever resulting from an error, omission, breakdown, malfunction or wrongful act that is not directly attributable to it.
- 16.3. It is the Client's responsibility to be aware of the general terms and conditions and limits of liability applicable to the payment services that they use.

## **VI. EXECUTION OF THE PRODUCT ORDER**

### **Article 17. Delivery time for the Products ordered**

- 17.1. For deliveries in Belgium, delivery times are between :
  - 2 to 10 working days if the product is in stock
  - 10 to 20 working days if the product is out of stock
- 17.2. For deliveries outside Belgium, delivery times depend on the destination and the stock availability and is of maximum 60 working days.



- 17.3. In the case of items that are deliverable on different dates due to their availability, the delivery time is based on the longest period.
- 17.4. LSB always reserves the right to split deliveries.
- 17.5. In general, an order shall be deemed delivered within 5 business days after the items have been handed over to the delivery carrier.
- 17.6. In the event that the order is not honored within thirty (30) days of its confirmation, the Client is invited to make contact with LSB to check the status of the order, and in the event of a problem attributable to LSB, LSB will remedy it as quickly as possible. If it turns out that the dispatch that should have been made was lost during the delivery process, LSB will issue a new dispatch or will refund the amount of the order, including the dispatch costs incurred.

## **Article 18. Transfer of ownership of Products ordered**

- 18.1. Ownership of the Product or Products ordered is transferred to the Client upon receipt of full payment by LSB.

## **Article 19. Product Claim – Claim Period**

- 19.1. Consumer clients are covered by the legal guarantee.
- 19.2. Visible defects
  - 19.2.1. With respect to consumers:
    - 19.2.1.1. Any lack of conformity must be notified to LSB within two (2) months from the discovery of the defect. If this defect is apparent at the moment of the delivery, the Consumer is invited to notify the carrier and/or LSB as soon as possible.
  - 19.2.2. With respect to companies :
    - 19.2.2.1. Any parcel that is damaged or that has a visible defect upon delivery of the Product must be refused and returned to the carrier by the Client, otherwise the Client will be deemed to have accepted this visible defect.
    - 19.2.2.2. Any claim of visible defects shall be admissible only if it is made in writing within eight (8) working days of receipt of the Products. After this period, the Client is deemed to have definitively approved the supply of the Product.
- 19.3. Hidden defects
  - 19.3.1. Without prejudice to the limits of liability described in the present general terms and conditions, in the event of hidden defects, which occurred within two years (2) from the date of delivery, the Customer has a period of two (2) months from the discovery of said defect(s) in order to notify them, in writing, to LSB. In this case, the Client must return the defective Product(s).
  - 19.3.2. This guarantee only applies to sales where Belgian law applies.



## **Article 20. Subscription to journals**

- 20.1. Subscription to a journal begins on 1 January of the year in which the subscription is contracted by the Client. In the event that the publication of the journal is delayed, this rule shall be applied *mutatis mutandis* with the current year of the journal's publication. Therefore, if the Client decides in the course of the year to subscribe to a journal, they will receive the numbers already published in the current year.
- 20.2. In derogation of the previous paragraph (20.1), a subscription to a tips letter in the *Astuces & Conseils* range will commence from the issue date of the edition published just after the order is placed.
- 20.3. In general, the duration of a subscription is one year.
- 20.4. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year.
- 20.5. Any cancellation should be communicated by email to the address indicated on the invoice upon confirmation of receipt of the cancellation by LSB or by registered mail to the following address:  
Lefebvre Sarrut Belgium SA  
Rue Haute, 139/6, 1000 Brussels – Belgium
- 20.6. If the Client does not receive the email confirming cancellation within two days and provided that they prove that they have not received this confirmation, and if this lack of confirmation means the Client's cancellation "misses the deadline", they shall be granted a grace period of two (2) days to formulate their wish by registered post.
- 20.7. The subscription is invoiced on an annual basis unless otherwise indicated during the order process, according to the updated price.
- 20.8. By way of exception, the subscription to the Notarial Directory is invoiced on a quarterly basis.

## **VII. EXECUTION OF THE SERVICE ORDER**

### **Article 21. Digital Files**

- 21.1. The Digital Files ordered are provided to the Client by means of a hyperlink from which they can be downloaded.
- 21.2. The Download hyperlink will be sent within forty-eight (48) hours of confirmation of the order. This hyperlink will be available for three months.

**Article 22. Knowledge Bases**

- 22.1. The duration of a subscription to a Knowledge Base is one year unless otherwise stated in the order process. The subscription will commence from the date stated in the order confirmation process. Once the order has been confirmed, the terms and conditions of access will be communicated to the Client within forty-eight (48) hours of the order confirmation. In case of difficulty with these accesses, the Client must contact LSB to reactivate them.
- 22.2. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year unless otherwise stated in the order process.
- 22.3. Any cancellation should be communicated by email to the address indicated on the invoice upon confirmation of receipt of the cancellation by LSB or by registered mail to the following address:  
Lefebvre Sarrut Belgium SA  
Rue Haute, 139/6, 1000 Brussels – Belgium
- 22.4. If the Client does not receive the email confirming cancellation within two days and provided that they prove that they have not received this confirmation, and if this lack of confirmation means the Client's cancellation "misses the deadline", they shall be granted a grace period of two (2) days to formulate their wish by registered post.
- 22.5. The subscription shall be invoiced before each deadline (usually on an annual basis) at the updated price;
- 22.6. The contents of a Knowledge Base – meaning the resources it contains – to which the Client chooses to have access, are defined in the order. For certain Knowledge Bases, the Client may extend the content of the Knowledge Base subject to an additional order and payment, following the terms set out in the Knowledge Base interface.
- 22.7. Access to the Monographs as part of a Knowledge Base is possible until the new edition is published.
- 22.8. The online contents of the new edition of each Monograph will replace the previous version.
- 22.9. The publisher responsible may remove a Monograph from the Knowledge Base if the content is considered obsolete, even if a new edition has not been published. The Client may not claim any compensation in this regard.
- 22.10. LSB may modify the content of its Knowledge Bases at any time. Where the Agreement is substantially amended, Article 4 of these Conditions shall apply. In this case, the amounts already paid by the Client will be credited and reimbursed in proportion to the duration of the subscription that has not yet expired.



## **Article 23. Training**

- 23.1. LSB reserves the right to modify the program or postpone or cancel a training session if circumstances so require, such as in the case of unavailability of the speaker or insufficient number of participants.
- 23.2. Depending on the circumstances, the Client will be notified as soon as possible of the modification, postponement or cancellation of the Training session by the most appropriate means of communication.
- 23.3. An attendance certificate will be issued to the Client, if requested, at the end of each Training Session.
- 23.4. The Client is aware that this attendance certificate does not necessarily constitute a training course recognized by an ordinal organization (Order of lawyers, Institute of Auditors, etc.), valid for the continuing training obligations of certain professions.

## **Article 24. Advertising services**

- 24.1. LSB may incorporate Client advertisements into its Products, Services and Websites. For this purpose, LSB makes available certain advertising spaces that the Client can rent (e.g. on a Knowledge Base or Website) or buy (on a Product) to display their advertising.
- 24.2. The Special Terms and Conditions will set out the terms for renting or purchasing advertising space, in particular the price, advertising dimensions, printing methods or display methods on the Website or Websites, etc.

## **VIII. RIGHT OF WITHDRAWAL FOR CONSUMER CLIENTS**

### **Article 25. Deadline and starting point**

- 25.1. Save for the exclusions referred to above or below, the Consumer Client has a period of fourteen (14) days to notify LSB of their decision to withdraw from the Agreement.
- 25.2. The starting point of this fourteen (14) day period varies according to the following cases:
  - 25.2.1. If it is an Agreement relating to a Service, the starting point is the day on which the Agreement is entered into;
  - 25.2.2. In the case of an Agreement relating to a Product:
    - 25.2.2.1. the starting point is the day on which the Consumer Client or a third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the Product or;
    - 25.2.2.2. in the event of multiple Products ordered by the Consumer Client in a single order and delivered separately, the starting point is the day on which the Client or a



third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the last Product;

- 25.2.2.3. in the event of Agreements relating to regular delivery of Products (subscription to a journal, for example), for a defined period of time, the starting point is the day on which the Consumer Client or a third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the first Product.

## **Article 26. Notification conditions**

- 26.1. The Consumer Client will inform LSB, prior to expiry of the fourteen-day withdrawal period, of their decision to withdraw.
- 26.2. The Consumer Client shall notify LSB of their decision to withdraw by sending an email to the address indicated on the invoices or on the order form (orders@larcier.com or customer-services@indicator-larcier.be or mail@intersentia.be for Intersentia Products) setting out unambiguously their decision to withdraw.
- 26.3. To notify their decision to withdraw, the Consumer Client may use the model withdrawal form in Annex 2 of the Belgian Code of Economic Law, available online at <https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf>.

## **Article 27. Conditions for Product returns**

- 27.1. Return costs will be borne by the Consumer Client.
- 27.2. The Consumer Client shall return the Product to LSB at the addresses indicated on invoices or delivery orders or on LSB's websites.
- 27.3. The return must be made within fourteen days of notification of the decision to withdraw.

## **Article 28. Refund**

- 28.1. In the case of Products, LSB will refund the price paid by the Consumer Client within fourteen (14) days of notification of the proof of Product return or actual receipt of the returned Product by LSB. The last event is the starting point of the fourteen (14) day period.
- 28.2. In the case of Services, LSB shall refund the price paid within fourteen (14) days of notification by the Consumer Client of their wish to withdraw.
- 28.3. Unless otherwise agreed, LSB will refund the Client using the same payment method as that used by the Client for the initial transaction.
- 28.4. The Consumer Client will be held liable in the event of depreciation of the Products due to any handling other than that necessary to establish their nature, their features, and their working condition.





## **Article 29. Exclusions**

29.1. The Consumer Client may not exercise their right of withdrawal in the following cases:

- 29.1.1. Agreements relating to Services, once the Service has been fully performed, if the Service began with the express prior agreement of the Consumer Client, which also acknowledged that they would lose their right of withdrawal once the contract had been fully performed by LSB; as such, the Consumer Client gives their express prior consent for the start of the Training Sessions for which they have registered on the day and at the time scheduled. The Consumer Client acknowledges and accepts that the Training Sessions are deemed to be fully executed from the moment they begin and that they will therefore lose their right of withdrawal from the beginning;
- 29.1.2. supply of sealed audio or video recordings or sealed computer software, which have been unsealed after delivery;
- 29.1.3. supply of goods or services made to the Consumer Client's specifications or clearly personalized;
- 29.1.4. supply of digital content not provided in physical format, such as a Knowledge Base or Digital File, if the supply began with the express prior agreement of the Consumer Client, which also acknowledged that they would thereby lose their right of withdrawal.
  - 29.1.4.1. Regarding the Knowledge Bases, the activation by the Consumer Client of their access to the Knowledge Base serves as provision of access to the Knowledge Base. The Consumer Client gives prior agreement to the immediate commencement of the execution of the Agreement relating to the provision of access to a Knowledge Base at the time of activation of that access. The Consumer Client acknowledges and accepts that they will lose their right of withdrawal once access is activated.
  - 29.1.4.2. Regarding the Digital Files, communication of the hyperlink serves as supply of the Digital File, regardless of when the Client actually downloads it. The Client gives prior agreement to the immediate commencement of the Agreement relating to supply of a Digital File without physical medium (Download scenario). The Consumer Client acknowledges and accepts that they will lose the right of withdrawal as soon as the Digital File is supplied.

## **IX. PRODUCT RETURNS FOR NON-CONSUMER CLIENTS**

IX.1. Clients who are not Consumers may request returns of Products purchased from LSB, within eight (8) days of receipt of the order.



- IX.2. LSB has the leeway to authorize or refuse the return of these Products. Only Products in a perfect condition will be accepted.
- IX.3. If LSB agrees to the return of the Product or Products concerned, the Products must be returned according to the terms stated by LSB.
- IX.4. Refund of the price paid – excluding delivery charges and return charges, which are paid by the Client – will be made within thirty (30) days of receipt of the Products, provided they are returned in perfect condition. The refund will be made by bank transfer into the account number stated by the Client on the return request. Where applicable, a penalty may be claimed from the Client, which will be deducted from the amount to be refunded.

## **X. OTHER GENERAL OPERATIONAL CLAUSES**

### **Article 30. Protection of personal data**

- 30.1. Lefebvre Sarrut Belgium SA [Rue Haute, 139/6 - 1000 BRUSSELS, BCE 0436.181.878] has received the Client's personal data in the context of the Services and/or Products it provides. The Client's personal data will only be processed to the extent and for the duration necessary to provide the Service or the Product.
- 30.2. The Client can contact LSB to exercise the following rights: a request for access or rectification of his personal data; a request for deletion of his data; a request to restrict the processing of his data; an objection against the processing of his data; a request for transfer of his data.
- 30.3. The Client can exercise its rights or send a complaint to LSB at [privacy@lefebvre-sarrut.be](mailto:privacy@lefebvre-sarrut.be). LSB respects all rights regarding the Client's personal data to which the Client is entitled under applicable law. If the Client believes that LSB is however not acting in accordance with the law, he can file a complaint with the Belgian Data Protection Authority.
- 30.4. The Client can find the complete Privacy Charter at the following address: [https://cdn.lefebvre-sarrut.be/privacy/LSB/privacy\\_EN.pdf](https://cdn.lefebvre-sarrut.be/privacy/LSB/privacy_EN.pdf).

### **Article 31. Intellectual Property**

- 31.1. This Article shall generally apply to all Protected Works, whether made available to the Client in paper or electronic form. It must be understood in the light of more specific articles organising intellectual property into certain categories of Protected Works, included in the [General Terms and Conditions for Use of the Services](#). In the event of contradiction between this general article and a specific article, the clause contained in the specific article will prevail.
- 31.2. The Client undertakes not to infringe the property rights and intellectual rights of LSB over the Protected Works, and to take the necessary measures to ensure compliance with LSB's



rights by the persons the Client is vouching for (notably the Users for whom it is responsible).

- 31.3. Only the partial, selective extraction of data in order to print on paper, or partial, selective export of data in an electronic format are authorized, within the limits of normal use, for exclusive use by the Client.
- 31.4. With the exception of the authorisations mentioned above, the Client may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, disseminate, grant under licence, transfer, sell, in any medium whatsoever, by any means whatsoever, or use in any way whatsoever, all or part of these Protected Works without the prior written authorization of LSB.
- 31.5. The Client shall not offer copies of the Protected Works to third parties, in any form or under any conditions, whether or not free of charge, except for extracts and in the context of relations with a third party (e.g. with a client, expert or judge) in the course of their consulting activity.
- 31.6. The Client is also prohibited from disseminating a Protected Work or part of its content by sale, rental, loan, distribution, provision via a network or any other form of provision to third parties, for any purpose, commercial or otherwise, except where an express written exception has been made by LSB.
- 31.7. The Client is formally prohibited from sending any third party, even free of charge, all or part of an element that belongs to a Protected Work, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold.
- 31.8. In the case of purchase of a printed Journal or Monograph, or delivery of training media, the Client becomes – subject to full payment – owner of the media.  
LSB, however, retains exclusive ownership over all the rights related to the content of the Journals, Monographs and training media, whether intellectual and/or economic (Copyright, producer rights over the database, etc.).
- 31.9. Any breach by the Client of these obligations shall, automatically and without prior formal notice, give rise to a fixed sum of compensation equivalent to 10 times the amount of the invoice for the Protected Work in question (or 10 times the price invoiced on an annual basis if it is a subscription), without prejudice to LSB's right to claim a higher amount of compensation, which it may be able to justify, and without prejudice to the right of any partner publishers to initiate proceedings independently of LSB.
- 31.10. However, if LSB is required to prove that the Client has, in particular by means of illegal copies, made unlawful use of a Protected Work and/or part of its content, personally, directly or indirectly, or even through a company in which they have an interest, however small, the fixed sum of compensation will be increased to €300,000, without prejudice to the right to claim full compensation for the loss incurred.
- 31.11. The Client acknowledges that these fixed sums of compensation are justified by the substantial investments and efforts required to publish and develop the Protected Work, update it, obtain, check and present the content and, where applicable, its compatibility with the requirements of the new operating systems provided for Users.



- 31.12. The Client therefore expressly acknowledges that these fixed sums of compensation only partially cover the losses the publisher might incur due to the Client's breaches of the obligations stipulated in the previous articles.
- 31.13. LSB also reserves the right to initiate proceedings against the party committing the infringement.
- 31.14. Different brands and logos are likely to appear on LSB's Websites, Products and media. These are commercial trademarks or trademarks registered by LSB or one of the companies belonging to LSB in the European Union and/or other jurisdictions. These trademarks and logos may not be used by Clients or third parties in a way that might cause confusion, or in any other way that deprecates, denigrates or discredits LSB or one of the companies belonging to LSB. Other trademarks and logos – especially trademarks or logos of partner publishers – may appear on the Websites, Products or other Services offered by LSB. These trademarks or logos are the property of their respective owners, who may or may not be related to LSB.

## **Article 32. Liability**

- 32.1. As a rule, all LSB's obligations are obligations of means.
- 32.2. LSB employs its best efforts as a publisher to ensure quality editorial and informational content. However, it is not always possible to avoid errors. Accordingly, LSB is not liable for any loss or damage caused, if it appears that the information in the Products it provides and the Services it offers is truncated, misleading, incomplete, incorrect or no longer up to date.
- 32.3. LSB does not act as a lawyer or as an adviser to the Client or a User. The editorial information provided by LSB does not apply to a situation or specific case study, but to theoretical and general questions. The informational content must always be interpreted and/or applied by a professional in the matter. The Client must retain a critical, professional mind in regard to this informational content.
- 32.4. LSB shall not be held liable for any inconvenience or damage inherent to the use of the Internet, in particular Service breakdown, external intrusion or the presence of computer viruses, fraudulent attempts by phishing (or another technique), misuse or theft of information, or any event qualified as Force majeure.
- 32.5. LSB shall not be held liable in the event of incompatibility between the Client's IT installation (hardware and software) and the Digital Files downloaded or the online Services paid for by the Client. The Client is required to obtain correct information on the compatibility of the hardware or software before placing an order.
- 32.6. LSB shall not be held liable in the event of loss or damage of any kind, physical or material, resulting from improper use or use that is contrary to the intended use of the Service or Product provided by LSB.
- 32.7. Regardless of the Service or Product provided by LSB, LSB shall not be held liable for:
  - 32.7.1. Indirect loss;
  - 32.7.2. insufficient cooperation by the Client in performing the Agreement;



- 32.7.3. a stock shortage or Product unavailability;
- 32.7.4. Force majeure;
- 32.7.5. disruption, epidemic or pandemic, lockdown, total or partial strike in particular of the postal services and means of transport and/or communication, flood, fire;
- 32.8. In all cases, save for physical injury or death of the Client due to an action or omission by LSB, LSB's liability is limited to the price of the Product or Service ordered by the Client (the annual price in the case of a subscription product). In all cases, if the price of the Product or Service ordered is higher than €1,000,000, LSB's liability is limited to €1,000,000.

## **Article 33. Applicable Law**

- 33.1. The law applicable to the interpretation and performance of the Agreement is Belgian law, to the exclusion of any other. If the Client is a Consumer, the law of their country of domicile shall solely apply.
- 33.2. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

## **Article 34. Disputes**

- 34.1. The Parties will always attempt to resolve through negotiation any dispute arising from the interpretation or performance of the Agreement. Where applicable, a mediation meeting may be organized on request from one of the Parties, in the presence of an approved business mediator, chosen by mutual agreement. However, this is not a compulsory prerequisite to any legal proceedings.
- 34.2. Any dispute relating to the performance or interpretation of the Agreement shall come under the sole jurisdiction of the courts in the judicial district of Liège – Liège division for disputes in the French language, and the sole jurisdiction of the courts in the judicial district of Leuven – Leuven division for disputes in the Dutch language.
- 34.3. However, if the Client is a Consumer, the court in the legal district of their place of domicile shall have sole jurisdiction.
- 34.4. The proceedings will be held in the language of the Agreement, either French or Dutch.
- 34.5. If the Client is a Consumer, and they wish to have an extra-judicial settlement, they may also have recourse to the platform:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false>



## **XI. MISCELLANEOUS**

### **Article 35. Proof**

35.1. The Parties expressly agree to accept electronic documents as proof.

35.2. The entire procedure of placing an order (choice of Product or Service, encoding of contact details, confirmation of the order, payment, etc.) or creation of an Account (choice of service, encoding of contact details, confirmation of Account opening) shall serve as acceptance by the Client of the Agreement and/or the placing of the order.

### **Article 36. Transfer of the Agreement**

Provided the Client is informed in advance, LSB may transfer the Agreement or a part thereof – including the receivables and debts related thereto – at any time to any other company.

### **Article 37. Entirety of agreement**

Unless otherwise stated in writing, the Parties agree to exclude all other agreements or contractual conditions, including those notified by mail, email or on the back of another document and including those not expressly contested by LSB. If the LSB purchase order includes Special Terms and Conditions, they will prevail over these General Terms and Conditions.

### **Article 38. Invalidity**

The possible illegality or invalidity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not in any way affect the legality of the other articles, paragraphs or provisions of those General Terms and Conditions, nor the rest of that article, paragraph or provision, unless there is an obvious contrary intention in the text. If any part of these General Terms and Conditions is considered to be completely invalid, LSB will replace it with a provision that is as close as possible to the economic effect of the provision declared invalid.

# GENERAL TERMS AND CONDITIONS FOR USE OF THE SERVICES

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## **I. IDENTIFICATION – CONTACT DETAILS**

Lefebvre Sarrut Belgium ('LSB') is a publisher of professional information. Its offering includes books, knowledge bases (databases and software) magazines, journals, applications, strategy support tools, training and advertising space.

These General Terms and Conditions for Use of the Services govern the use of the Services provided by LSB:

Lefebvre Sarrut Belgium SA  
Registered office: Rue Haute, 139/6, 1000 Brussels – Belgium  
VAT: BE0436.181.878  
RPM: Brussels

Tel.: 0800 39 067 (free number from Belgium) or +32 (0)2 548 07 13 – *call from Monday to Friday, except public holidays, during business hours*

Email: For any requests regarding the use of the Services, please use the following email address: [contact@larcier-intersentia.com](mailto:contact@larcier-intersentia.com)

## **II. PURPOSE AND SCOPE OF TERMS OF USE**

### **Article 1. Definitions**

1.1. In these General Terms and Conditions for Use of the Services, the definitions of the following terms apply:

1.1.1. Knowledge Base:

1.1.1.1. any IT service provided by LSB enabling the Client to access to information resources online; or

1.1.1.2. any software (calculation software and others) provided by LSB.

The Knowledge Bases provided by LSB include: Strada lex, TaxWin, SocialWin, My Tips & Advice, ComptAccount, Sofisk, WebWin, SmartPartner Tax, Tax-IQ, GoComply, First, PCA and Easydrafting;

1.1.2. Client: the purchaser of a Product(s) and/or Service(s) provided by LSB, whether it is a Consumer or a person acting in a professional setting. The Client is always User of the Services provided by LSB;

1.1.3. Account: the personal interface that the User may have on one of LSB's websites and which allows the User to benefit from certain Services such as, but not limited to, access to Knowledge Bases, downloading Digital Files, etc.;





- 1.1.4. Special Terms and Conditions: any conditions specific to the use of a Service whose Content is brought to the attention of the User of the Service at the time of the first use of the Service. If such Special Terms and Conditions exist and contradict these General Terms and Conditions, they shall take precedence over them;
- 1.1.5. Agreement: these General Terms and Conditions for the Use of the Services (hereinafter “Terms of Use”), any Special Conditions and the [Privacy Charter](#);
- 1.1.6. Indirect loss: indirect loss is the direct consequence of direct loss and includes, although is not limited to, any financial or commercial loss, loss of clients or savings, any commercial disruption whatsoever, any increase in costs and other general expenses, loss of profit, loss of brand image, any delay or disruption to the scheduling of projects or activities, loss of data and its consequences, etc.;
- 1.1.7. Digital File: any computer file provided by LSB presented in a single, specific format (generally PDF or .epub) which displays a work on a digital device;
- 1.1.8. Force Majeure: the following events in particular will be considered as cases of force majeure or fortuitous events: (1) the loss or total or partial destruction of the provider’s computer system or its database where any of these events cannot reasonably be attributed to it and where it is not demonstrated that the provider has failed to take reasonable measures to prevent any such events; (2) earthquakes; (3) fires; (4) floods; (5) epidemics and pandemics; (6) acts of war or terrorism; (7) strikes, whether or not declared; (8) lockouts; (9) embargoes; (10) insurrections and riots; (11) a stoppage of energy supply (such as electricity); (12) a fault on the network for the Internet of the system of data storage; (13) a fault on any telecommunications network, whether it be provided by LSB or a third party, and any loss of connectivity on the Internet network; or (14) any other cause beyond LSB’s reasonable control;
- 1.1.9. Protected Works: all works and elements protected by any intellectual property right belonging to or managed on behalf of a third party by LSB or one of the companies belonging to LSB, or including but not limited to Journals, Monographs, Digital Files, all elements comprising the Knowledge Bases, training media and content, etc., marketed or provided to Clients or third parties by LSB in one way or another;
- 1.1.10. Party: refers indiscriminately to one of the two Parties to the Agreement;
- 1.1.11. Parties: the Parties to this Agreement;
- 1.1.12. Product: any product supplied by LSB to a Client;
- 1.1.13. Service: any service, whether it is training or making available a Knowledge Base, Platform, Digital Files, Websites, etc. carried out by LSB;
- 1.1.14. Website: one or all of the websites managed or edited by LSB, whether they are portals to Services or static display websites or any other site complementary to a magazine published by LSB;
- 1.1.15. Download: the fact of transmitting and/or reproducing a Digital File on a digital device;



- 1.1.16. User: any person using one of the Services provided by LSB either because the person has contracted with LSB directly (the Client User), or because they have obtained access to the Service either through a Client (the Non-Client User) or not (e.g. a simple visitor to a Website). Clients are considered to be Users but Users are not necessarily Clients.
- 1.2. Unless otherwise stated, plurals include the singular, and vice versa.
- 1.3. Terms not defined are understood in their usual sense.
- 1.4. Unless otherwise stated, lists appearing in the Agreement are never exhaustive.

## **Article 2. Purpose of the Terms and Conditions**

- 2.1. These Terms of Use are intended as a guide to the use of LSB Services by any User.
- 2.2. In the event that the User is also a Client of LSB, the "[General Terms and Conditions for the Sale of Products and Services](#)" also apply to the User.

## **Article 3. Acceptance of the Terms and Conditions for use of the Services**

- 3.1. By using LSB Services, for example by using Knowledge Bases or surfing Platforms, by downloading Files, by consulting them and/or by using them in any way, by registering via any form available on Knowledge Bases or Platform, by becoming a member, by visiting LSB Websites, etc., the User formally agrees, without conditions and without reservation, to these Terms of Use and undertakes to respect them.

## **Article 4. Amendment of the Terms of Use**

- 4.1. LSB reserves the right to amend these Terms of Use at any time. LSB shall notify the Client of the Services beforehand, in accordance with [the General Terms and Conditions for the Sale of Products and Services](#). The latter shall in turn inform any Users under their responsibility. Changes to new features added to the Service or made for legal reasons come into effect immediately.
- 4.2. If the Non-Client User does not accept the changes to the Terms of Use, the Non-Client User must delete any Account they hold and cease any use of the Service.
- 4.3. In the event of a substantial amendment to the Agreement, General [Terms and Conditions for the Sale of Products and Services](#) provide the option for the Client to terminate the Agreement.



### **III. USE OF THE SERVICES**

#### **Article 5. Account Management**

- 5.1. For access to or use of the Service, the User may need to register or become a member. In this case, when registering, the User undertakes to provide accurate, up-to-date, and complete data and to ensure that it is updated regularly. Otherwise, LSB is entitled to suspend or terminate the User's Account, or to deny the User access to all or part of the Service or its content. If applicable, the User undertakes to keep their login and password secret and not to share them with third parties. The User remains solely responsible for the confidentiality of their password and any use that may occur without their knowledge. In case of doubt as to the confidentiality of the password, it is up to the User to modify it immediately or to notify LSB in writing as soon as possible.
- 5.2. As a rule, one Account must correspond to one single individual. It is not permitted for several individuals to use the same Account.
- 5.3. LSB reserves the right to refuse access, close an Account, remove or edit content if the User breaches any one of the applicable laws or any provision of the Agreement, including displaying abnormal behaviour which a normally prudent and diligent User should not display when using the Service normally. Where applicable, refusal of access may relate to a specific IP address or MAC address.

#### **Article 6. Means of access to the Services**

- 6.1. Each User will have access to the Service via a personal email address and a password, except in the case of access via IP recognition.
- 6.2. It is up to the User to equip themselves with the IT, and possibly human, resources necessary to ensure its connectivity with the Services.
- 6.3. Access to certain Services (particularly Digital Files) requires an Internet connection, electronic devices connected to the Internet and reading software. These devices and software must enable the reading of the Services provided by LSB, in one or more widely accepted formats, and meet the technical requirements imposed by these types of Services.
- 6.4. In the context of the User's access to the Services, the User shall be expressly prohibited, in any way and whatever the technical means used, failing which they may be held liable, from:
  - 6.4.1. attempting to obtain access to parts of the Services that are not publicly placed online or are not accessible to the User as part of their use;
  - 6.4.2. performing any act which could, at any time, compromise the proper functioning of the Service in any manner whatsoever;
  - 6.4.3. using any (automatic) system, such as, but not limited to, robots, spiders, offline readers, etc.;



- 6.4.4.viewing, up/downloading, sending, email or otherwise transmitting any content that is illegal, harmful, threatening, or constitutes harassment, is abusive, defamatory, vulgar, obscene, or threatens the privacy of others, is hateful, racist, or otherwise reprehensible;
- 6.4.5.consulting, displaying, up/downloading, sending or transmitting any content that would be contrary to existing international laws;
- 6.4.6.attempting to mislead other Users by usurping the name or corporate name of others;
- 6.4.7.up/downloading, displaying, sending, transmitting by email or in any other way any violent content, patent, trademark, trade secret, intellectual property or other property rights of others;
- 6.4.8.up/downloading, displaying, transmitting by email or in any other way any content including, but not limited to, computer viruses or any other code, folder or program designed to interrupt, destroy, obstruct, disrupt, or limit the functionality of any software, computer, service, server, network or telecommunications tool;
- 6.4.9.committing any action that has a disruptive effect that impedes the ability of other Users to access the Service;
- 6.4.10. refusing to comply with the required terms and conditions, procedures, general rules or regulatory provisions applicable to networks connected to the Service;
- 6.5. The User undertakes to take all reasonable and necessary precautions to prevent their equipment or data from being affected by viruses, bugs, Trojan horses, or any other malicious computer program of any kind.
- 6.6. The User accepts that the features offered through the Services are likely to evolve. Thus, some will be deleted and others added, without the User being able to consider that access to a particular feature constitutes an acquired right. Similarly, LSB alone will decide whether to include or delete any content presented in the Service.

## **Article 7. Availability – Export – Back-up**

- 7.1. LSB uses its best efforts to ensure correct operation and access to the Services (Websites, IT services and Knowledge Bases) 24/7.
- 7.2. LSB reserves the right, at any time and for any reason whatsoever, to temporarily or permanently alter or interrupt access to the Services without having to inform the Users beforehand, for any valid reason.  
This will include, for example, maintenance of the Services or a significant change in the content and/or features offered.  
This will also be the case where LSB may legitimately believe that the User has violated, or acted in contradiction with, the Agreement or any other legal requirement in force at the time of the violation.
- 7.3. If the User wishes to save certain data belonging to them, they shall contact the Client responsible.



## **Article 8.      Reviews**

- 8.1. When there is an option to write a review or comment about a Product or Service via an LSB Service (e.g. a Website), the User must comply with all the applicable legislation.
- 8.2. Any comments that are insulting, racist, xenophobic, discriminatory, clearly made for commercial or promotional purposes, fraudulent, sponsored or exceeding the limits of reasonable moderation in the expression of a constructive review about a Product or Service, are prohibited.
- 8.3. The reviews or comments referred to in this article will be deleted without notice. The User concerned will hold LSB harmless against any third Party claim, including taking voluntary legal action, and representing LSB if necessary, notwithstanding LSB's option to claim compensation for its own loss.

## **IV.      INTELLECTUAL PROPERTY**

### **Article 9.      General Clause**

- 9.1. This article applies generally to all Protected Works. It must be understood in the light of more specific articles organising intellectual property into certain categories of Protected Works. In the event of contradiction between this general article and a specific article, the clause contained in the specific article will prevail.
- 9.2. The User undertakes not to infringe the property rights and intellectual rights of LSB (Copyrights, copyrights relating to computer programs, database producer's rights, etc.) on Protected Works, and to take the necessary measures to ensure respect for the rights of LSB and third-party publishers disseminated by LSB by the persons for whom it vouches.
- 9.3. Only the partial, selective extraction of data in order to print on paper, or partial, selective export of data in an electronic format in a non-permanent manner outside the network(s) are authorised, within the limits of normal use, for exclusive use by the User.
- 9.4. With the exception of the authorisations mentioned above, the User may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, disseminate, grant under licence, transfer, sell, in any medium whatsoever, by any means whatsoever, or use in any way whatsoever, all or part of these Protected Works without the prior written authorisation of LSB. In the event of an infringement of this provision, which the User has not remedied within 48 hours of notification by LSB via email, LSB reserves the right to terminate the use of the Service.
- 9.5. The User shall not offer copies to third parties, in any form or under any conditions, whether or not free of charge, except for extracts and in the context of relations with a third party (e.g. with a client, expert or judge) in the course of their consulting activity.



- 9.6. The User is also prohibited from disseminating a Protected Work or part of its content by sale, rental, loan, distribution, provision via a network or any other form of provision to third parties, for any purpose, commercial or otherwise, except where an express written exception has been made by LSB.
- 9.7. The User is formally prohibited from sending any third party, even free of charge, all or part of an element that belongs to a Protected Work, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold.

## **Article 10. Websites**

- 10.1. All the elements accessible on the LSB Website, their compilation and layout (texts, photographs, images, icons, videos, software, databases, including their structure and content, etc.) are protected by the intellectual property rights belonging to LSB, one of the LSB companies or the third party that has granted a user right to LSB.
- 10.2. LSB retains exclusive ownership over all the rights related to the LSB Websites, whether intellectual and/or economic (Copyrights, copyrights relating to computer programs, database producer's rights, etc.).
- 10.3. Any use of software intended to browse and/or automatically extract all or part of the LSB Websites is strictly prohibited.
- 10.4. Any use of any software or mechanism allowing the capture of all or part of the Websites, including databases freely accessible on LSB's Websites, is strictly prohibited.
- 10.5. Various trademarks and logos appear on the LSB Websites and media. These are commercial trademarks or trademarks registered by LSB or one of the companies belonging to LSB in the European Union and/or other jurisdictions. These trademarks and logos may not be used by Users or third parties in a way that might cause confusion, or in any other way that deprecates, denigrates or discredits LSB or one of the companies belonging to LSB. Other trademarks and logos – especially trademarks or logos of partner publishers – may appear on the Websites, Products or other Services offered by LSB. These trademarks or logos are the property of their respective owners, who may or may not be related to LSB.

## **Article 11. Digital File**

- 11.1. LSB retains exclusive ownership over all the rights related to the Digital Files, whether intellectual and/or economic (Copyrights, database producer's rights, etc.).
- 11.2. The Digital Files purchased on the Website are protected by technical protection Measures: "Digital Rights Management systems", known as "DRM", or "watermarking", meaning protective systems that control their use, in particular copying within a private circle. The purpose of these DRM is to offer the User maximum flexibility in using the downloaded recordings, whilst protecting copyright, artists and publishers of the works.



- 11.3. The User undertakes not to bypass or infringe the control technology for use of the downloaded Digital Files, or any system having the same objective.
- 11.4. Any attempt to bypass these Measures will be subject to penalties.

## **Article 12. Knowledge Bases**

- 12.1. LSB retains exclusive ownership over all the rights related to the Knowledge Bases, whether intellectual and/or economic (copyrights, database producer's rights, etc.). This exclusive ownership specifically covers the Knowledge Bases interface (including design and layout), the source code of the underlying software, the structure of the databases and their content, the text of the documentation, the user manual, and any other code or element that might comprise them.
- 12.2. The User only receives the right to use the Knowledge Bases and their contents in a personal capacity. As such, the User is granted a personal licence to use the Knowledge Base and its content, which is non-assignable, non-transferable, and is limited exclusively to use for personal purposes. The duration of the licence to use the Knowledge Base is limited to the duration contracted by the Client during the order process. The Non-Client User must contact the Client responsible, to find out the duration.
- 12.3. Any use of software intended to browse and/or automatically extract all or part of the LSB Knowledge Bases is strictly prohibited.
- 12.4. Any use of any software or mechanism allowing the capture of all or part of the Knowledge Bases, including parts of freely searchable databases on LSB's websites, is strictly prohibited.
- 12.5. The User is formally prohibited from sending internally or to any third party, even free of charge, all or part of an element that belongs to a Knowledge Base, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold. Use of any technology enabling all or part of the Knowledge Base to be included in a software application or on a website while concealing the exact origin of the information, even if only partially, or that might create confusion as to the origin of the information, is specifically prohibited.

## **V. OTHER GENERAL OPERATIONAL CLAUSES**

### **Article 13. Protection of personal data**

- 13.1. Lefebvre Sarrut Belgium SA [Rue Haute, 139/6 - 1000 BRUSSELS, BCE 0436.181.878] has received the User's personal data in the context of the Services it provides. The User's personal data will only be processed to the extent and for the duration necessary to provide the Service.





- 13.2. The User can contact LSB to exercise the following rights: a request for access or rectification of his personal data; a request for deletion of his data; a request to restrict the processing of his data; an objection against the processing of his data; a request for transfer of his data.
- 13.3. The User can exercise these rights or send a complaint to LSB at [privacy@lefebvre-sarrut.be](mailto:privacy@lefebvre-sarrut.be). LSB respects all rights regarding the User's personal data to which the User is entitled under applicable law. If the User believes that LSB is however not acting in accordance with the law, he can file a complaint with the Belgian Data Protection Authority.
- 13.4. The User can find the complete Privacy Charter at the following address [https://cdn.lefebvre-sarrut.be/privacy/LSB/privacy\\_EN.pdf](https://cdn.lefebvre-sarrut.be/privacy/LSB/privacy_EN.pdf)

## **Article 14. Liability**

- 14.1. As a rule, all LSB's obligations are obligations of diligence.
- 14.2. LSB employs its best efforts as a publisher to ensure quality editorial and informational content at the time of its release. However, it is not always possible to avoid errors. Accordingly, LSB is not liable for any loss or damage caused, if it appears that the information in the Products it provides and the Services it offers is truncated, misleading, incomplete, incorrect or no longer up to date.
- 14.3. LSB does not act as a lawyer or as an adviser to the User. The editorial information provided by LSB does not apply to a situation or specific case study, but to theoretical and general questions. The informational content must always be interpreted and/or applied by a professional in the matter. The User must retain a critical, professional mind in regard to this informational content.
- 14.4. LSB shall not be held liable for any inconvenience or damage inherent to the use of the Internet, in particular service breakdown, external intrusion or the presence of computer viruses, fraudulent attempts by phishing (or another technique), misuse or theft of information, or any event qualified as Force Majeure. Users are therefore strongly advised to install the necessary firewall, anti-virus and other protective software, in order to prevent possible damage to their computers, and to be cautious about the communication of personal data.
- 14.5. LSB shall not be held liable in the event of incompatibility between the User's IT installation (hardware and software) and the Digital Files downloaded or the online Services made available to the User. The User is required to obtain correct information on the compatibility of the hardware or software before placing an order.
- 14.6. LSB shall not be held liable in the event of loss or damage of any kind, physical or material, resulting from improper use or use that is contrary to the intended use of the Service provided by LSB.
- 14.7. Regardless of the Service provided by LSB, LSB shall not be held liable for:
  - 14.7.1. Indirect loss;
  - 14.7.2. insufficient cooperation by the User in performing the Agreement;
  - 14.7.3. Force Majeure;





14.7.4. disruption, lockdown, total or partial strike in particular of the postal services and means of transport and/or communication, flood, fire.

## **Article 15. Applicable Law**

- 15.1. The law applicable to the interpretation and performance of the Agreement is Belgian law, to the exclusion of any other. If the User is a Consumer, the law of their country of domicile shall solely apply.
- 15.2. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

## **Article 16. Disputes**

- 16.1. The Parties will always attempt to resolve through negotiation any dispute arising from the interpretation or performance of the Agreement. Where applicable, a mediation meeting may be organised on request from one of the Parties, in the presence of an approved business mediator, chosen by mutual agreement. However, this is not a compulsory prerequisite to any legal proceedings.
- 16.2. Any dispute relating to the performance or interpretation of the Agreement shall come under the sole jurisdiction of the courts and tribunals in the judicial district of Liège – Liège division for disputes in the French language, and the sole jurisdiction of the courts and tribunals in the judicial district of Leuven – Leuven division for disputes in the Dutch language.
- 16.3. However, if the User is a Consumer, the court in the legal district of their place of domicile shall have sole jurisdiction.
- 16.4. The proceedings will be held in the language of the Agreement, either French or Dutch.
- 16.5. If the User is a Consumer, and they wish to have an extra-judicial settlement, they may also have recourse to the platform:  
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
- 16.6. If the User is also a Client of LSB, the dispute resolution provision resulting from the “[General Terms and Conditions for the sale of Products and Services](#)” applies, not this provision.

## **VI. MISCELLANEOUS**



## **Article 17. Entirety of agreement**

These Terms of Use exclude and replace any other general terms of use of the User.

## **Article 18. Invalidity**

If an article in these Terms of Use is judged to be illegal, invalid or inapplicable, in full or in part, by virtue of any applicable law or court decision, this article will be deemed not to be part of the Agreement, without the legality, validity or applicability of the remainder of the Agreement being affected. LSB will replace it with a provision that will approach as closely as possible the economic effect of the provision declared invalid.