

Terms of Use

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Summary

Do you find Terms of Use long, difficult, and full of legal jargon? We do too! However, we think it's important to inform you about how to use ExpectMe.

That is why we have made this summary for you, which you can read in less than 2 minutes. This summary will give you the necessary information in no time!

First of all, what is ExpectMe?

- ExpectMe is a software company that facilitates room selection and upselling for hotel guests via a platform at www.expect-me.com.

When can you use ExpectMe?

- In order to use ExpectMe, You must accept Our Terms of Use. They set out the rules for using Our Services.
- You must also agree to Our Privacy Statement. The personal information You share with Us will always remain Your property and ExpectMe will only use it to provide the Services to You. For more information on this topic, We invite You to review Our Privacy Statement.

How can you use ExpectMe?

- You may only use Our Services as intended and are jointly **responsible** with Us for the confidentiality of Your use.
- You may use Our Services **only for private purposes**.
- If you breach Our Terms of Use, you risk being banned from using ExpectMe.
- If you need **technical support**, you can always send us an email at support@expect-me.com.

Also important to know

- ExpectMe always remains the owner of the Services and of all **related intellectual property rights**. You remain the owner of Your data at all times.
- ExpectMe can only be held **liable** for damages directly attributable to Us, and to the extent permitted by law, with a limit of €1,250 per cause of damage.
- Our Terms of Use may be **updated from time to time for objective reasons**, we recommend that you check them regularly!

Would you like to know more? Then we invite you to read our complete Terms of Use, which explain everything in detail!

DISCLAIMER: We recommend that You read these Terms of Use carefully before using the Services (as defined below). By clicking on the "I agree to the Terms of Use" button, You agree that Your use of the Services is governed by these Terms of Use. We recommend that You keep a copy of these Terms of Use and print it out for future reference.

DISCLAIMER: We are licensing the Services on an "as is" and "as available" basis and make no warranties of any kind, whether express, implied, statutory or otherwise, with respect to the Services (including any content contained therein), including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. In order to use these Services, You must first read and accept Our Privacy Statement. You are prohibited from using Our Services without first accepting Our Privacy Statement

Terms of Use

Article 1. Applicability

- 1.01** These terms of use (hereinafter "**Terms of Use**") govern how you (hereinafter "**You**"; also referred to as "**Your**" or as more particularly defined below as "**User**") may use the services relating to the applications, platforms, websites, content, products and services (the "**Services**") made available by EXPECT ME bv, a limited liability company under Belgian law, with registered office at Sint-Pietersvliet 7, 2000 Antwerpen, registered with the Crossroads Bank for Enterprises under company number 0758.797.643 (hereinafter "**ExpectMe**"; "**We**", We may also be referred to as "Us" or "Our"). By using the Services in any way, You agree to these Terms of Use.
- 1.02** These Terms of Use form a legally binding agreement between Us and You and apply to Your use of the Services. By using any part of the Services, You acknowledge and agree that Your use of the Services is governed exclusively by these Terms of Use. If You do not agree with any provision of these Terms of Use, You are not entitled to use or continue to use or access the Services in any manner.
- 1.03** You represent and warrant that You have the necessary legal authority to agree to and accept these Terms of Use.

Article 2. Description of the Services

- 2.01** ExpectMe is a software company that facilitates room selection and upselling for hotel guests via a platform at www.expect-me.com (hereinafter the "Website").

Article 3. Use of the Services

- 3.01** The Services can only be used by natural persons who are at least 18 years old.
- 3.02** With regard to the use of the Services, each User is obliged:
- comply with the provisions of any law, regulation, ordinance or decision of the federal, regional, local or international authorities;
 - refrain from manipulating the information provided in any way or by any technique;
 - not to send data, messages, or documents via the Services, or to load data or documents via the Services:
 - a) violating the rights (including, but not limited to, moral rights or intellectual property rights) of any party other than You or ExpectMe (hereinafter "**Third Party(ies)**") or of the providers of the Services;
 - b) the content of which is harmful, defamatory, violent, unlawful, obscene or humiliating or violates the privacy of Third Parties;
 - c) the use or possession of which by the User is prohibited by law or by agreement;
 - d) which contain viruses or instructions that may cause damage to the Services and/or hinder or disrupt the services provided via the Services.
- 3.03** In order to use the Services, You must have an Internet connection. You are solely responsible for the telecommunications of computer network equipment necessary to use the Services. You are solely responsible for making this available.
- 3.04** In order to use the Services, You agree that We shall automatically create a user account under Your name enabling Our provision of the Services.

- 3.05** You are also responsible for the security and confidentiality of Your use of the Services. You are advised to keep Your communications with Us secure and not to communicate or disclose them to Third Parties.
- 3.06** You are fully responsible for all activities conducted under Your name. You agree to notify Us immediately of any unauthorized use of the Services under Your name or any other breach of security. We will not be liable for any loss or damage arising from Your failure to comply with the above requirements.
- 3.07** The Services may only be intended for private use. The Services may not be used for commercial or business purposes unless We have approved You as a partner.

Article 4. License - Restrictions

- 4.01** The Services made available by Us are exclusively Our property. All rights in and to the Services not expressly granted to You in these Terms of Use are reserved by Us.
- 4.02** We hereby grant You a personal, revocable, non-exclusive, non-transferable, non-sublicensable right of use for the duration of the agreement to use the Services in accordance with the Terms of Use.
- 4.03** Neither you nor a Third Party shall under any circumstances:
 - a) decompile, disassemble or reverse engineer the software, or attempt to reconstruct or discover in any way the source code, underlying ideas, algorithms, file formats, or programming interfaces of the Services;
 - b) distribute, sell, rent, sublicense, lease, loan, distribute or otherwise transfer the Services or any part thereof to any third party, except as expressly permitted under these Terms of Use;
 - c) use the Services for time-sharing, hosting, provision of services or similar purposes, except as expressly permitted under these Terms of Use;
 - d) change, remove, or make illegible any product identification, proprietary information, copyright notices, digital watermarks, or other notices in or on the Services;
 - e) modify, adapt or change any part of the Services, create a derivative work from any part of the Services, or integrate the Services into or with other software, except as expressly permitted by Us in writing;
 - f) giving yourself unauthorized access to Our IT infrastructure or structure in order to access the Services or use the Services to carry out or promote illegal activities;
 - g) use the Services to generate unsolicited email advertisements or spam;
 - h) use an automatic, electronic, or manual high-volume process to access, search or collect information on the Services (including but not limited to robots, spiders, or scripts);
 - i) impersonate another person or entity;
 - j) intentionally distribute worms, Trojan horses, corrupt files or other destructive or fraudulent elements or use the Services for illegal, intrusive, infringing, defamatory or fraudulent purposes;
 - k) remove or otherwise circumvent technical and other protective measures in the Services.
- 4.04** By uploading, creating or otherwise transmitting information, data or images through the Services and without prejudice to the provisions of Our Privacy Statement, You grant Us a non-exclusive, royalty-free, worldwide, sublicensable and transferable license to use, copy, store, modify, transmit and display User Content as necessary to supplement and update the Services.
- 4.05** We reserve the right, but have no obligation, to monitor and remove any User Content that is deemed to violate the provisions of the Terms of Use or to be inappropriate, or that violates the rights of Third Parties or applicable laws or regulations.

Article 5. Intellectual Property Rights

- 5.01** In the context of these Terms of Use between the User and Us, the Services and all (established and/or applicable) related or associated worldwide (currently known or later supplementary):
- a) copyright, neighboring rights and moral rights;
 - b) trademark or service mark rights;
 - c) rights to trade secrets, know-how and expertise;
 - d) patents, patent rights and industrial property rights and supplementary protection certificates;
 - e) rights to layout design rights;
 - f) trade and company names, domain names, database rights, rental rights and all other industrial and intellectual property rights or similar rights (whether registered or unregistered);
 - g) registrations, registration services, renewals, extensions, subdivisions, improvements or reissues relating to these rights and the right to apply, maintain and enforce any of the foregoing, in any case and in any jurisdiction worldwide, as long as this protection applies;
- (hereinafter the "**Intellectual Property Rights**") stay Our exclusive property.
- 5.02** All rights in and to the Services not expressly granted to the User in these Terms of Use are reserved to Us. Except as expressly provided in these Terms of Use, no express or implied license is granted to the User in respect of the Services or any part thereof, including any right to obtain any source code, data or other technical material relating to the Services.

Article 6. Suspension

- 6.01** If We, in Our sole discretion, learn or suspect that You are violating these Terms of Use or any of Our instructions, guidelines or policies (including, without limitation, the Privacy Statement), We may suspend or limit Your access to the Services. Any such suspension by Us will continue until You have remedied the violation that led to the suspension or restriction.

Article 7. Support

- 7.01** If You require technical support, please contact support@expect-me.com. We will make reasonable efforts to answer Your questions in the shortest possible time and to solve Your technical problems with Our Services.

Article 8. Privacy and Protection of Your Personal Data

- 8.01** Your privacy is very important to Us and We will comply with all applicable laws when processing any information that can lead to the identification of a natural person (hereinafter Your "**Personal Data**").
- 8.02** You will always retain ownership of Your Personal Data. ExpectMe only uses Your Personal Data to deliver the Services to You, to inform You about them and to improve Our Services.
- 8.03** Our general statement on privacy and processing of personal data (hereinafter referred to as the "**Privacy Statement**"), available at <https://www.expect-me.com/policies/platform/privacy-cookie-statement/> provides further information on how We collect and process Your Personal Data.

Before You can use Our Services, You must agree to Our Privacy Statement

Article 9. Liability

9.01 To the extent permitted by law, We will not, under any circumstances, be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other protected material through Your use of Our Services.

9.02 ExpectMe undertakes reasonable efforts and uses all available resources to ensure the quality of the Services.

Despite the aforementioned efforts, ExpectMe cannot be held liable for any material or physical damage resulting from the User's acts or omissions based on the Services. Nor can ExpectMe be held liable for the acts, errors, omissions, representations, warranties, breaches or omissions of third parties (including, without limitation, its licensors and other service providers).

ExpectMe may not, under any circumstances, be held liable by the User, directly or indirectly, specifically or otherwise, for material or physical damage due to the use of the Services or of any other, particularly as a result of links or hyperlinks, including, without limitation, all losses, work interruptions, damage to programs or other data on computer systems, to equipment, software or other of the User. The Services may contain hyperlinks to, or indirectly refer to websites or pages of third parties (including, but not limited to their licensors and other service providers). The provision of links to such websites or pages in no way implies any implicit approval of their content by ExpectMe.

9.03 In accordance with this section of these Terms of Use, You agree that We shall only be liable on the basis of these Terms of Use to the extent that the damage suffered by You is directly attributable to Us. For the avoidance of doubt, We shall not be liable for any claims arising from:

- Your unauthorized use of the Services;
- Your use of the Services in conjunction with products or services that do not belong to Us..

9.04 To the extent permitted by applicable law, We shall not be liable to You or any Third Party for any special, indirect, exemplary, punitive, incidental or consequential damages of any kind, including, without limitation, damages or costs resulting from loss of profits, data, revenues, goodwill, from purchase of substitute services, or from damage to property arising out of the Services covered by these Terms of Use, including, without limitation, any miscalculation or use, misuse of the Services or inability to use the Services, regardless of the cause of the claim or the theory of liability - whether based on tort, contract, or otherwise - even if We are aware of the likelihood of such damages.

9.05 The Services may contain inaccuracies and typographical errors, including in respect of the Fees. We do not guarantee the accuracy or completeness of the content and services offered on Our Services. Furthermore, We expressly reserve the right to correct any erroneous information on the Services.

9.06 We shall not be liable in any way for damages resulting from Your acts or omissions based on the content available on the Services. We shall also not be liable for any actions, advice, errors, omissions, representations, warranties or breaches of duty of any Third Party independent service providers.

9.07 Subject to the maximum extent permitted by applicable law, Our liability under these Terms of Use in respect of any event (or series of related events) shall not exceed €1,250.

Article 10. Warranties and Disclaimers

By Us

10.01 All warranties, conditions and representations otherwise implied by applicable law with respect to the Services are excluded to the fullest extent permitted by law and are disclaimed. Except as expressly provided in these Terms of Use and to the extent permitted by applicable law, the Services are provided "as is" and "as available". We make no (and hereby disclaim all) other warranties, covenants or representations and conditions, whether written, oral, express or implied and without limitation, and all implied warranties of satisfactory quality, handling, trade usage or practice, merchantability, usefulness, availability, title, non-infringement or fitness for a particular use or purpose, and subject to the use, misuse or inability to use the Services provided by Us to the User. In particular, We do not represent or warrant that the Services will be free of errors, viruses or other harmful components, or that defects will be corrected. In this respect, You must take Your own precautions.

We do not guarantee that:

- all errors can be corrected or access to or operation of the products will always be uninterrupted, secure and free from errors;
- the information, including but not limited to the results, available on the Services is true, complete and accurate.

10.02 You expressly acknowledge and agree that Your use of the Services and the results is at Your sole risk. You acknowledge and agree that there are risks associated with transmitting and storing information over the Internet and that We will not be liable for any loss of data, including, but not limited to, results and any related user content.

10.03 As provided herein, We will indemnify and defend You against substantiated and valid claims by Third Parties to the extent the claim is based on a violation of the Third Party's intellectual property rights by the Services and/or the Documentation and excluding claims resulting from:

- Your unauthorized use of the Services;
- changes to the Services by You or by a Third Party appointed by You;
- Your failure to use the latest version of the Services and/or documentation made available to You or Your failure to incorporate or install corrections in the Services and/or documentation when We indicated that the update or correction was necessary to prevent a potential breach;
- Your use of the Services in conjunction with products or Services not specifically provided by Us, without Our express consent.

10.04 Such an indemnification obligation shall be subject to the following conditions:

- We shall be immediately informed in writing of any such claim or demand;
- We will determine the defense and settlement of such a claim at our own discretion;
- At Our request, You will cooperate fully with Us in the defense and settlement of such claim at Our expense;
- You shall not make any representations as to Our liability with respect to any such claim, nor shall You agree to any settlement with respect to any such claim, without Our prior written consent.

If these conditions are met, We will indemnify You for all damages and costs incurred by You as a result of such claim, as awarded by a court of competent jurisdiction in final instance or as agreed in the settlement with Our plaintiffs.

10.05 If, in Our reasonable opinion, the Services are likely to be the subject of an infringement claim by a Third Party, We reserve the right, in Our discretion and at Our own expense:

- to modify the Services (or the (allegedly) infringing part thereof) so that the infringement no longer exists, but the equivalent functionality is retained;
- to obtain a license for You to continue to use the Services in accordance with these Terms of Use;

By the User

- 10.06** You will indemnify and hold Us harmless from any claim, demand, loss, liability or damage of any kind, including reasonable attorneys' fees, whether in tort or contract, that they or any of them may face as a result of a Third Party claim relating to:
- Your breach or violation of any provision of these Terms of Use or other instructions or policies;
 - content that violates the Intellectual Property Rights of third parties;
 - fraud, deliberate deception, or gross negligence on Your part.
- 10.07** We are under no obligation to You to back up any User Content and/or advice given. You agree that use of the Services contrary to or in violation of the User's terms and warranties in this section constitutes unauthorized and inappropriate use of the Services.

Article 11. Updates of Changes to Our Terms of Use and/or Our Services

- 11.01** We reserve the right at any time, with or without cause and without notice or liability to You:
- for good reason to amend, supplement or change these Terms of Use;
 - modify the Services. This includes the removal or discontinuation, temporarily or permanently, of any service or other feature of the Services without any liability to the User or Third Parties; and/or
 - reject or terminate your use of and/or access to the Services, in whole or in part, temporarily or permanently..
- 11.02** Any such amendments, additions or changes to the Terms of Use and/or the Services will take effect immediately after they are made available on the Services or after You have been notified of them.
- By continuing to use the Services after the indicated time, You agree to the changes, additions or modifications to the Terms of Use and/or the Services.
- 11.03** You do not have the right to modify, supplement or amend these Terms of Use in any way.
- 11.04** With respect to amendments, additions and/or modifications of Our Privacy Statement, You will be notified separately in accordance with Our Privacy Statement.
- 11.05** We recommend that You check the Terms of Use periodically to ensure that You are aware of the most recent Terms of Use that You must comply with.

Article 12. Duration and Termination

- 12.01** These Terms of Use (and therefore the agreement between You and Us) are effective each time You start using the Services and for as long as You continue to use the Services and for as long as the underlying license agreement remains in effect.
- 12.02** We may immediately terminate Your use of the Services at any time if You provide false, incomplete or inaccurate information when subscribing to Our Services or at any other time during the provision of the Services.
- 12.03** We may immediately restrict, terminate or suspend Your use of the Services at any time, without notice or liability, in Our sole discretion, for any serious breach by You of these Terms of Use or the underlying agreement and without limitation, including, but not limited to, a breach of the Terms of Use, or other instructions, guidelines or policies (including, without limitation, the Privacy Statement). Any such suspension by Us shall continue until You cure the violation that led to the suspension or limitation.

Article 13. Miscellaneous

13.01 Force majeure

We shall not be liable for any failure or delay in performance of Our obligations in respect of the Services if such failure or delay is due to causes beyond Our control, including but not limited to acts of God, war, strikes, lockouts, riots, epidemics, fire, communication failures, power failures, earthquakes, other disasters, unauthorized access to Our information technology systems by Third Parties or for any other reason if Our failure to perform the obligations is beyond Our reasonable control.

13.02 Full agreement

These Terms of Use together with Our Privacy Statement constitute the entire agreement and understanding between You and Us. These Terms of Use supersede all prior proposals, understandings and any other oral or written agreements between You and Us with respect thereto.

13.03 Severability

If any provision of these Terms of Use is found by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of these Terms of Use shall continue to be enforceable. The invalid and unenforceable provision shall be deemed valid and enforceable to the fullest extent permitted by law.

13.04 Waiver

The unenforceability of any provision of the Terms of Use shall not constitute a waiver of such or any other provision.

13.05 Allocation

We may freely assign or partially assign the rights and obligations set forth in these Terms of Use without Your consent and without notice to You.

You may not assign these Terms of Use or any of Your rights and obligations under these Terms of Use without Our prior written consent.

These Terms of Use are binding on and for the benefit of the parties and their respective successors and assigns.

13.06 Announcements

All Our notifications intended to be received by You are deemed delivered and effective when sent to the email address You provided when You subscribed to Our Services. If You change this email address, You must also change Your email address on the personal settings page.

13.07 Expiry of the Agreement

Articles 5, 8, 9, 10, 12 and 13.08 shall remain in force even after the termination or expiry of the agreement.

13.08 Applicable law and jurisdiction

The agreement shall be exclusively governed by and construed in accordance with Belgian law and shall not be construed in accordance with any conflicting laws or regulations. The courts and tribunals of Antwerp have exclusive jurisdiction if a dispute arises in relation to the Services.

If You have any questions regarding the Services or these Terms of Use, please contact Us at the following address: info@expect-me.com

These Terms of Use are provided electronically on Our Website: <https://www.expect-me.com/policies/platform/terms-of-use/>

A paper version is available on request via info@expect-me.com