

## **General terms and conditions of use " This is not Belgium**

### **Free Translation.**

#### **Preamble**

The company U-TOPIC, Belgian srl, N° 0745.756.685 (U-TOPIC), sets up on [www.thisisnotbelgium.be](http://www.thisisnotbelgium.be) (hereafter the "Site") a market place allowing Buyers (hereafter "Buyers") after registration, to enter, through it, in relation with Creators also registered on the Site (hereafter "Sellers"), with the aim of buying Products (hereafter the "Products") offered at a firm price.

Within the framework of "This is not Belgium", U-TOPIC intervenes as a simple intermediary to put in contact the Sellers and the Buyers.

The Products sold on the Site are sold by creators indicated on the Site by their photograph. U-TOPIC is not reseller of the Products offered by the Sellers via their Account on the Site.

#### **1. Scope of application of these terms of use**

Access to and use of the Site or the Service is subject to these Terms and Conditions of Use (the "Terms"). These Conditions apply to any User, that is, any person who makes use of the Site or the Service defined in Article 2, including Buyers and Sellers.

U-TOPIC reserves the right to modify these Terms at any time. In this case, it informs the Users at least 15 days in advance.

#### **2. Description of the Service**

The Service is made up of a set of tools allowing :

- Sellers who have been selected by U-TOPIC to get in touch with Buyers, in order to offer them Products for sale, to reference and describe these Products (in a "Product Sheet"), to accept orders placed by Buyers, to collect the price of the Products bought and to manage the after-sales service for the Products sold using a messaging tool made available to them.
- Buyers to register on the Site, to pay the price of the Products, to confirm receipt of the Products and to communicate with the Seller using a messaging tool made available to them.

It also includes a scoring system allowing the Buyer to evaluate the quality of the Sellers' service.

#### **3. Access to the Service**

##### **3.1. Access to the Service by Sellers**

With regard to the Charter of "This is Not Belgium", only the creators selected by U-TOPIC have access to the Service, after having created a "Seller Account" via the Site.

### **3.2. Access to the Service by the Buyers**

Access to the Service is subject to the opening of a "Buyer Account" on the Site.

Registration is only authorised to natural persons of legal age and with the capacity to perform legal acts.

The opening of an account and the use of the Service are free of charge, with no obligation to purchase on the Site. Only the purchase of Products from Sellers is subject to payment.

### **3.3. Common provisions**

Buyers and Sellers must have the necessary identification and registration data to create an Account. They make a commitment to provide only exact information, then to inform U-TOPIC without delay of any change affecting them.

The Accounts cannot be yielded to third parties without the prior written agreement of U-TOPIC.

## **4. Provisions applicable to transactions made through the Service**

### **4.1 Commitments of the Seller**

The Seller must identify himself as acting as a professional Seller when he makes sales through the Site and commits :

- to comply with the laws and regulations incumbent upon it in its capacity as a professional, particularly with regard to the Products it sells on the Site.
- to offer on the Site only Products that correspond to original and/or handcrafted creations;
- to implement all the means in order to satisfy in an optimal way its obligations by delivering a quality service towards the Buyers.

### **4.2 Offers of Products on the Site**

The Seller undertakes and guarantees that it will only sell Products that it owns or over which it has the rights enabling it to sell them, in particular intellectual property rights.

The Seller undertakes to provide a description associated with Product offers in the Product Sheet. The Seller is solely responsible for the accuracy of the information contained therein and undertakes to ensure that this information does not risk misleading potential Buyers as regards the characteristics of the Product, the

associated guarantees, its condition or its price. It also mentions its general terms and conditions of sale, if any, and its Product return policy in the event of retraction by the Buyer, in particular.

The photographs of the Products are provided for information purposes only and are not contractual in nature.

As the Products sold on the Site are handmade, their perfect correspondence with the model presented on the Site can in no way be guaranteed. They are unique items.

#### **4.3. Product prices and delivery costs**

4.3.1. The selling price of the Products is freely defined by the Seller, in compliance with the laws and regulations in force.

This price must be mentioned on the Site with all taxes and costs included (in particular VAT, packaging costs, eco-tax). For Buyers outside the European Union, the prices displayed are exclusive of tax. In this case, the Buyer is also liable for any additional charges and taxes included for transport. The Seller is not obliged to inform the Buyer of any taxes or customs duties applicable in the country of delivery.

The Seller may reserve the right to change its prices at any time. The prices applicable to the order are those in force at the time of confirmation of the order.

4.3.2. As regards the setting of delivery costs, these are, at the Seller's discretion, either included in the price of the Product or set out in a separate price list. For sales with delivery outside Belgian territory, the Seller may also indicate "price on request" in the description sheet. This will lead to an exchange of messages before the actual sale in order to fix the delivery costs with regard to the place of delivery, which will be calculated before confirmation of the order.

#### **4.4 Conclusion of transactions and payment of the price**

The sale on the Site is concluded between the Seller and the Buyer. The Seller is free to define its own conditions of sale in compliance with the applicable regulations.

The fact for the Buyer to validate his order implies the obligation at his expense to pay the price indicated in the conditions communicated by the Seller.

The order shall only be binding on the Vendor when payment is made and shall only be deemed official once the financial transaction has been completed.

The payment of the purchases carried out via the Service must be carried out according to the means of payment indicated in the heading "Means of payment" near U-TOPIC which collects the corresponding amount, in the name and for the account of the Salesman.

It is the responsibility of the Vendor to send the Buyer a summary of the order and to make available to the Buyer an invoice if the latter so requests.

#### **4.5. Follow-up of orders**

The Seller undertakes to consult regularly, and at least once a working day, the messages received via the Site's messaging system, in order to be able to ship the Product(s) under the conditions indicated on the Product Sheet.

In the event of absence or unavailability of more than 5 working days and less than 4 weeks, the Seller must temporarily suspend the online availability of its Products for sale using the "vacation" tool made available to it on the Service.

#### **4.6. Delivery of Products**

4.6.1. The delivery terms are set by the Seller and are specified on the Product Sheets.

The delivery of the Products is the responsibility of the Seller.

The Seller undertakes to take all necessary care in packing the Products ordered so as to prevent the Products from being damaged during transport. The Product travels at the expense and risk of the Seller. It is the responsibility of the Seller to take out insurance to cover the transport of the Products if it deems it necessary and to select a carrier offering guarantees concerning proof of proper delivery with identification of the person who received the Product upon delivery.

4.6.2. Delivery times are set by the Seller in the Product Data Sheet and are determined in working days and correspond to the time required to process, prepare and dispatch orders, as well as the delivery time of the carrier used by the Seller.

The Seller undertakes to send the Buyer the Product(s) ordered within the period mentioned on the Product Sheet.

4.6.3. Unless otherwise agreed, delivery shall be made to the place indicated by the Buyer in the "Customer Area" via his Buyer Account.

It is therefore the sole responsibility of the Buyer to ensure that the information he provides to U-TOPIC for this purpose are and remain correct and that they will allow him to receive the Products he buys on the Site. The Products travel at the expense and risk of the Seller. As soon as the Buyer takes physical possession of the ordered Products, the risks of loss or damage of the Products are transferred to him.

4.6.4. Any export procedures are also the responsibility of the Seller and are at its expense, to the exclusion of those of U-TOPIC.

#### **4.7. Receipt of Products**

In the event that the delivered Product is damaged, the Buyer is obliged to refuse the Product or to accept it only by means of a written reservation on the carrier's delivery note, to be completed together by the customer and the carrier. Any complaint relating to the delivered Product must reach the Seller within 5 clear days following the date of its receipt. The complaint must be notified by the courier tools made available as part of the service.

The claim must be accompanied by a copy of the purchase document. After this period, the Seller shall not be obliged to take into account any subsequent claim for apparent defects.

The Buyer may contact the Seller and address any request or complaint relating to the Products ordered using the messaging tool made available to them on the Site.

The Seller shall make its best efforts to respond to requests and complaints received.

#### **4.8. Claims related to a transaction**

The responsibility for U-TOPIC could not be committed under the aforesaid sale to which U-TOPIC is foreign. Any complaint must be addressed by the Buyer to the Seller, via the messaging tool available on the site. The Seller is solely responsible for processing claims and after-sales service related to the Products it sells on the Site.

Disputes are settled directly between the Buyer and the Seller. The Buyer and the Seller will make their best efforts to reach an amicable resolution of the dispute.

Nevertheless, if the Seller has not resolved the dispute between the Buyer and the Seller within 15 working days and with a view to an amicable settlement, the Buyer who wishes to do so may also contact U-TOPIC directly: [info@thisisnotbe.be](mailto:info@thisisnotbe.be) or In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be accessed at the following link: <https://webgate.ec.europa.eu/odr/>

#### **5. Sales made by the shop " This is not Belgium ".**

The Products presented by the Shop " This is not Belgium " combine Products from Sellers. They are sold directly by U-TOPIC to the Buyer and shipped by U-TOPIC. The Products concerned will carry the mention "sold by the shop of This is not Belgium".

#### **6. Withdrawal of the Buyer**

The Buyer exercises, where applicable, his right of withdrawal directly with the Seller concerned or with "This is not Belgium" in the case of a purchase in the Shop and can use the standard withdrawal form in the Annex.

You can download this form here and send it to the following email address: [info@thisisnotbe.be](mailto:info@thisisnotbe.be)

Returns must also be accompanied by a proof of purchase, a copy of the invoice or the purchase delivery note for an optimized management.

Once the withdrawal form has been sent to the Seller, the Buyer must return the Product(s) concerned to the Seller within a reasonable period of time and, at the latest, within 14 days following communication to the Seller of the Buyer's decision to withdraw.

The Buyer shall return the Product(s) to the address indicated by the Seller using the courier tool provided as part of the Service.

In case of exercise of the right of withdrawal by the Buyer, U-TOPIC will proceed to the refund of the sums paid (including delivery costs) on order of the Seller at the latest within 14 days from the date on which the right was exercised by the Buyer with the Seller and that U-TOPIC has been informed. This repayment date may be postponed until recovery of the Product by the Seller. This amount will then be deducted from the sums owed by U-TOPIC to the Seller for the sales of the Products.

*For information:*

*Within the framework of a purchase carried out near a professional Salesman, the Purchaser has a 14 days deadline as from the reception of the ordered Product(s) to exert, near the aforementioned Salesman, his right of retractation, without having to justify reasons nor to pay a penalty.*

*In the event of exercising the right of withdrawal within the above-mentioned period, only the price of the Product(s) purchased and the shipping costs will be refunded, the return costs remaining the responsibility of the Buyer.*

*Returns must be made in their original condition and complete (packaging, accessories, instructions, etc.) in the same packaging as that used during shipment, allowing them to be re-sold.*

*In accordance with the regulations in force (Article VI.53 of the Belgian Code of Economic Law), the right of withdrawal cannot be exercised for :*

- The supply of services fully executed before the end of the withdrawal period and whose execution has begun after prior express agreement of the consumer and express renunciation of his right of withdrawal ;*
- The supply of goods made to the consumer's specifications or clearly personalised;*
- the supply of goods which are liable to deteriorate or expire rapidly;*
- Supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;*
- Supply of goods which, after delivery and by their nature, are inseparably mixed with other articles;*
- the supply of alcoholic beverages whose delivery is deferred for more than 30 days and whose value agreed at the conclusion of the contract depends on fluctuations in the market which are beyond the trader's control;*
- The supply of a newspaper, periodical or magazine;*

## **7. Vendor Evaluation**

U-TOPIC provides Buyers with the means enabling them to evaluate the performance of Sellers after confirmation of receipt of the Products ordered. This transparency allows the Buyers to select Products from the most serious Sellers and which respect the best the conditions of use of the Service.

The assessment is carried out according to evaluation criteria and by the attribution of star(s) by the Buyers and under their entire responsibility.

For this reason, U-TOPIC does not ensure any control of the appreciation carried out by the Buyers, which it only stores on the Site. It can however be brought to remove, without notice, any assessment of insulting, violent, threatening, with shocking contents, or attacking human dignity, the defamatory messages or which contravene laws in force.

## **8. Intellectual Property**

Unless otherwise stated, all elements (such as trademarks, logos, sounds, texts, images, photographs, databases, etc.) present on the Site (the "Protected Content") are protected by copyright or other intellectual property rights belonging to U-TOPIC or third parties.

Any total or partial reproduction, modification or use of the Contents, for any reason and on any support whatsoever, without the express and prior agreement of the holder of the rights, is strictly prohibited.

It is authorized to refer only to the home page of the Site, within the limits of legality, and insofar as this does not harm or benefit our reputation.

## **9. Links to other websites**

Links to external sources or other websites inserted on this Site do not imply any verification or approval of the content proposed by these sites. U-TOPIC has no control over these sites and cannot be held responsible for the content of the sites, the information, images, videos, or any other material available on or from these sites or external sources, nor for any damage or loss, whether proven or alleged, that may result from the consultation of or be related to the use or content of these sites or external sources.

## **10. Limitations and exclusions of liability and warranties**

### **10.1. Availability and suitability of the Site and the Service**

U-TOPIC is only bound by an obligation of means.

U-TOPIC implements all reasonable means so that the Site and the Service are available every day, 24h/24 without prejudice to the possibility of interrupting the access to the Site or the Service for maintenance, update or intervention on the Site, the servers or the networks used by U-TOPIC. However, U-TOPIC does not guarantee that the Service and/or the Site will be continuously available. Disturbances, interruptions or a possible breakdown of the online Service cannot be excluded.

Except for the functionalities described on the Site or in another document relating to the Service provided by U-TOPIC to the User, the latter does not guarantee the aptitude of the Service to achieve objectives that the User would have set or to carry out particular tasks that he would not have previously exposed in writing and which would not have been the subject of an express validation by U-TOPIC.

## **10.2. Exclusions of liability**

The responsibility of U-TOPIC or the Vendor towards the Buyer can only be engaged for facts which would be directly attributable to them.

The responsibility of U-TOPIC cannot be committed because of the misuse of the Service by the Buyer or any fault on his part. It could not be committed either because of facts attributable to a third party to the Service.

In addition, U-TOPIC could not see its responsibility committed because of the contents made available on the Site by the Buyers or the Sellers, in particular as regards the description of the Products or the appreciations that the Buyers make of the Sellers, except if it did not make them inaccessible promptly after having been informed of their illegality under the conditions envisaged by this law. Any person who believes that a publication on the Site could contravene a law or regulation or would infringe his rights can report it by e-mail to the following address: [info@thisisnotbe.be](mailto:info@thisisnotbe.be).

In addition, U-TOPIC declines any responsibility as regards the sales which the Buyers conclude through its Service with the Sellers, to which it remains foreign. Any complaint relating to the comments appearing on the description of the Products or to the deliveries of the Products will be redirected towards the designated Seller, who will assume the whole and only responsibility on this account.

The Buyer is responsible for the choice and use of the Product delivered by the Seller. The Buyer certifies that he/she is at least 18 years of age at the time of ordering. U-TOPIC declines any responsibility in case of inaccuracy of the information having been communicated to him by the Buyer.

The Buyer is only responsible for the use which he makes of the Service, in particular of the appreciations which he makes on the Site, and makes a commitment to guarantee at first request to compensate and indemnify U-TOPIC of any damage, loss, loss of profit, which U-TOPIC could undergo if its responsibility was committed by a third party, because of an action related to this use of the Service by the Buyer.

Finally, the responsibility for U-TOPIC could not be committed:

- for any problem which would be due to a fault, negligence, omission, failure of the User or to the non-respect by the User of his legal obligations;



- in case of abusive use of the access to the Service or of the access codes to the Seller/Buyer Account by a third party who would have seized the connection codes due to the fault, the negligence or the omission of the User, or in case of hacking of the Access Codes by a third party;
- in the event of damage caused by a virus emanating from or propagated through the User's equipment, or as a result of hacking;
- for any difficulty in the use of the Service related to Internet access, connection speed and/or availability of the Internet by the User, the User being solely responsible for having a sufficient and adequate Internet connection to be able to access and use the Service correctly;
- for any difficulty in using the Service related to the User's computer equipment or its incompatibility for the correct use of the Service;
- in the event of unavailability of the Service due to work of update, maintenance or disturbances, technical or other, affecting all or part of the Service and which are beyond the control of U-TOPIC (without it being necessarily a case of force majeure) as well as in the event of force majeure;
- in the event of communication of data relating to the User or the User, at the express request of a competent administrative or jurisdictional authority, in application and respect of the applicable law;
- in the event of suspension of access to the Service in accordance with the applicable terms and conditions.

### **10.3. Limitation of liability**

Finally, in the event that U-TOPIC is held liable, the amount of damages that may be claimed from it, whether on a contractual or extra-contractual basis, in principal, interest and costs, will be limited to the direct loss suffered and duly established, without being able to exceed an amount of 10,000€.

### **11. Suspension or deletion of access to a Buyer's Account**

U-TOPIC reserves the right, without prior recourse to a court of law, to:

- suspend or restrict at any time the access to a Buyer and to the Service or to take any other technical measure necessary to preserve the integrity of its data-processing structure and its network, in particular in the event of hacking or hacking of the infrastructure used for the hosting of the Account, of detection of any other fault in the safety of this infrastructure, or if U-TOPIC notes a violation of the law or a failure with the present likely to affect the good technical operation of the Service or the integrity of the Site.
- suspend or remove the access to a Buyer account and to the Service if the coordinates provided by the Buyer appear false, inaccurate or not updated.
- suspend or delete a Buyer's account in the event of a serious breach by the Buyer of these terms and conditions which is not remedied within 15 days after formal notice.

U-TOPIC informs if necessary, of the measures taken and the restoration of the access to your Account as soon as possible.

The Buyer can also ask for the deletion of his account Buyer by addressing a request to U-TOPIC via the messaging system of the Site, but remains bound to perform its obligations towards the Sellers and U-TOPIC which would not have been executed at the time of deletion of his Account.

## **12. Processing of personal data**

For data processing carried out by U-TOPIC in its capacity as data controller within the meaning of the General Regulations on Data Protection, please refer to the Data Protection Notice.

Moreover, insofar as the Service is used by a User to carry out processing operations on personal data, he remains responsible for these processing operations - within the meaning of the legislation on the protection of personal data. The User guarantees U-TOPIC against any action of a third party who would invoke the existence of a violation of the applicable legislation because of processing operations on data requested by the User to U-TOPIC.

## **13. Violation of the Security of the Site or the Service**

It is forbidden to introduce viruses or any other malicious program on the Site. It is also forbidden to (attempt to) hack the Site, databases or associated servers.

Any User is furthermore forbidden to:

- to store any illegal content or to store information in violation of third-party intellectual property rights on his Account;
- to resort to the technique of spamming via U-TOPIC's infrastructure or to engage in any activity of intrusion or attempted intrusion of our infrastructure from his Account.

## **14. Partial nullity**

If one or more stipulations of the present conditions are held to be invalid or declared as such in application of a law, a regulation or a final decision of a competent jurisdiction, the other stipulations will retain their full force and scope.

## **15. Applicable law**

These general conditions are subject to Belgian law.

## **16. Claims and disputes**

To be admissible and taken into account, any complaint concerning the provision of the Service must be addressed to U-TOPIC within 5 working days as from the dysfunction noted and relate it in a sufficiently precise way.

The present Conditions are subjected to the Belgian law. Any dispute relating to their interpretation and/or their execution falls under the Belgian jurisdictions of the judicial district of the registered office of U-TOPIC.

In the hypothesis where the User has his registered office or his residence outside the territory of Belgium, U-TOPIC can however act before the territorially competent jurisdiction of the registered office or residence of the User.

The present clause does not prevent a User from being able, by virtue and within the limits provided for in the applicable European Regulations, to seize a court of his country of residence or to invoke the benefit of the provisions of the national law of his place of residence.