

TERMS AND CONDITIONS NPO MOBILE SCHOOL (STREETSMART PLAY)

These terms and conditions ("Terms") apply to all access and use of StreetSmart Play (the "Service"). In this way the Terms form a binding contract between NPO MOBILE SCHOOL (CBE 0478.688.664, 3000 Leuven (Belgium), Brabançonnestraat 25, hereafter "we", "us" or "our") and the user (hereafter "you"). These Terms prevail the terms and conditions of any user of StreetSmart Play or any third party.

- 1. Agreement with the Terms.** By registering for the Service and/or by using the Service you acknowledge to have seen and read, and to have unconditionally agreed with, these Terms.
- 2. Who can access the Service?** You must be at least 16 years or older to access or use the Service. By accessing and/or using the Service you declare that you are of age (18 years or older), or in case you are between 16-18 years old, that you have permission from your legal representative.

In other words: [You can use StreetSmart Play from the age of 16.](#)

- 3. Changes to the Service or these Terms.** We may make changes to the Service. We may also make changes or updates to these Terms at any time and for any reason in our sole discretion, including complying with applicable law. If we make any material changes to these Terms, we'll provide notice to you. The changes take effect on the date of the notice.

In other words: [We can update these terms and give you a notice thereof.](#)

4. The content.

- a. The content** includes, but is not limited to, text, pictures, data, information, media, audio and video recordings, commentary, messages, recommendations, advice, information or other material used, provided, posted in or linked through or on the Service.
- b. Ownership.** These Terms don't grant us any ownership rights of (1) the content posted, uploaded, submitted, shared, published, distributed, made available, accessible or usable by you on, to, from or through the Service (and any translations thereof); (2) your specific output generated from the Service, if any, based on your own raw data or information; and (3) any software application, plug-in and other computer program or similar material (including any modules and components, functions and features of a computer program) developed by you using the API Information. ("*Your Content*"). Expressly excluded from Your Content are any of Our Materials (as defined in art. 8, a. of these Terms).
- c. Our Use of Your Content.** By publishing Your Content to or through the Service, you grant to us a world-wide, royalty-free a fully sublicensable, transferable right and license (but not the obligation) to copy, reproduce, distribute, translate, adapt, display and otherwise use all or part of Your Content, by any and all means and through any media and formats now known or hereafter discovered, but solely in connection with the Service. Additionally, to the extent permitted under applicable law, you hereby waive to, and agree not to, assert any rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with Your Content.
- d. Posting Your Content.** By publishing Your Content to or through the Service you are solely responsible and liable for the consequences of doing so and you acknowledge and agree that Your Content can and may be viewed worldwide. If you choose to make your personal information publicly available through the Service, you do so at your own risk.

In other words: [Only upload material of which you have the rights, or which are rights free. You will always stay the owner of your uploaded materials, but will give a license to other users of the platform and to us to use and change them.](#)

5. Your access to and use of the Service. You respect the rights and dignity of others. In accessing or using the Service, you must not post, upload, download, share, distribute or otherwise make available: (a) any Content that meets any of the following criteria or (b) any Content to, from or through any other web site or service that meets any of the following criteria (without limitation):

- is threatening, unlawful, harmful, abusive, harassing, hateful, inappropriate, pornographic, vulgar or otherwise objectionable;
- violates any applicable law, rule or regulation, or could give rise to legal liability;
- violates or infringes any right(s) of ours or of any other person, firm or entity;
- interferes with, destroys or disrupts the Service or any hardware or software through which the Service is made available (including via a virus, worm, malware, spyware, Trojan horse or other similar code, file, or program);
- contains any unauthorized or unsolicited ideas or submissions, offers, advertising, surveys, "junk" or bulk mail, "spam," investment opportunity, or other forms of solicitation;
- impersonates any person, firm or entity, including any of our employees, partners, licensors, licensees or suppliers;
- is misleading or false, or falsely implies an endorsement by us, our affiliates, employees, partners, licensors, licensees or suppliers;
- includes forged headers or data or creates accounts through unauthorized means (such as an automated bot, script, device spider, scraper or crawler); or
- manipulates identifiers or other data in order to disguise the origin of any content or to manipulate or disguise your presence on the Service and the use of it.

You are furthermore not permitted to (without limitation):

- distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the Service;
- remove or alter, any copyright, trademark or other proprietary notices, designations, or marks;
- modify, translate, adapt, arrange, or create derivative works of the Service, except as permitted in these Terms;
- decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, techniques or underlying ideas of the Service;
- interfere with, damage, or disrupt the operation or any security-related features of the Service, gain unauthorized access, or restrict or inhibit use by others;
- use any robot, spider, or other system, device or mechanism to access the Service likely to disrupt or disable or destroy the Service or any content;
- frame or mirror any part of the Service or create a competitive business to the Service;
- collect or store personal information about any person or entity in violation of these Terms;
- create a database by downloading and storing any content;

The access and use of the Service is done exclusively at your risk.

We reserve the right to limit the availability of the Service, in whole or in part, to any person, for any purpose, and to any geographic area or jurisdiction we choose, at any time and in our sole discretion.

By accessing or using the Service you represent and warrant that either you are at least the legal age of consent in the jurisdiction where you reside. You also warrant, represent and agree that: (1) you have the requisite rights to submit, develop and use Your Content in connection with the Service; (2) Your Content does not infringe or misappropriate any intellectual property rights of any third party or violate any applicable laws, rules or regulations; (3) Your Content is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (4) any information you provide in connection with your registration for, or use of, the Service is and will remain true, accurate, and complete, and that you will maintain and update such information regularly.

StreetSmart Play

There is limited storage space for content on the Service. You agree and acknowledge that we are not obliged to back up any content. We have no responsibility or liability for the deletion or failure to store or the security of any content, including Your Content. We reserve the right to mark or treat as "inactive" and archive accounts and/or content that are inactive for an extended period of time, as determined by us for each Service.

You may not use the content available on or through the Service and/or posted by other users for a commercial purpose, any other business purpose, for advertisement, or professional end. No license is granted to you, except as to use the Service as expressly stated in these Terms.

In other words: Be nice on StreetSmart Play and make sure you don't harm anyone with your feedback, uploaded games and downloaded games.

- 6. Interactions with other users of the Service.** The Service may provide you the ability to interact with other users of the Service. Such interactions are solely between you and such other users, and we are not responsible or liable for such interactions or any consequences thereof.

In other words: We are not responsible for the interactions between users. We will do our best to keep everything as professional as possible.

- 7. Consent and Collection and Use of Data.** You consent to the collection, use, processing, and storage of your personal information as set forth in the Privacy Statement (available at [direct link](#)). You acknowledge and agree that you are responsible for obtaining all necessary consents, and for complying with all applicable laws (including privacy and data protection laws, related to personal information provided to us in connection with your use of the Service).

In other words: you are aware of the risks of a community platform and will not upload any sensitive information. Also take care about the safety of links in activities provided by other users.

8. Our ownership and rights in the Service.

- a. Our rights.** We and our licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Service, the API Information, any technical requirements and end-user documentation for the Service made available to you by us (the "Documentation"), and any content (excluding Your Content) provided by us (not by other users) and used in connection with, or generated by, the Service (collectively "Our Materials"). In addition to the other rights granted by you hereunder, you grant to us a royalty-free, worldwide, irrevocable, perpetual license to use, publish, edit, translate, distribute, display and incorporate any ratings, comments, feedback or other recommendations you provide relating to the Service and/or any Content ("Feedback"). You should not submit any Feedback to us that you do not wish to license to us as stated above. We have no obligation (1) to maintain any Feedback in confidence; (2) to pay any compensation for any Feedback; or (3) to respond to any user Feedback. You grant us the right to use the name that you submit in connection with any Feedback.
- b. Our Artificial Programming Interface ("API").** Any API Information: (1) are our confidential information and proprietary to us; (2) and may not be distributed, disclosed or otherwise provided to third parties.

In other words: You can use our platform and we can use Your Content and feedback.

- 9. Indemnification.** You will, at your sole expense and to the fullest extent permitted by law, indemnify, defend (at our request), and hold harmless us and our affiliates (individually and collectively, "Our Parties") against any and all losses, liabilities, expenses (including attorneys' fees) suffered or incurred by Our Parties by reason of any claim, suit or proceeding

("Claim") arising out of or in connection with: (1) Your Content or use of Your Content; (2) any breach of or failure by you to comply with these Terms; or (3) use of the Service by you (or anyone who accesses the Service through you). If we request that you defend a Claim with regards to the Service, you will not agree to any settlement without our prior written consent, and we will have the right to participate, at our own expense, in the defense of any Claim with counsel of our own choosing.

In other words: we are not responsible for problems that could arise when you use or misuse our platform.

10. Disclaimers.

- a. Warranty Disclaimer.** The Service and all content related thereto are provided "as is" and "as available". We make no, and hereby disclaim all, warranties or conditions of any kind, with respect to the Service, content and any third party products and/or services on, or available through, the Service. Your access and/or use of the Service (in whole or in part) and any content is exclusively at your own discretion and risk. We do not warrant that any use of, or access to, the Service or any content will be error-free, complete, secure or the content will not be otherwise lost or damaged or meet your requirements or expectations; that operation or availability will be uninterrupted; or that errors or failures will be corrected or remedied. We do not warrant that the Service or any content will perform in any particular manner. Without limitation of the generality of the foregoing, you acknowledge and agree that you are solely responsible for (1) the decisions that you make regarding the Service; (2) the use of the Service or content including without limitation any content (or any representations, adaptations or translations thereof), data, information, or other material accessed by you in connection with the Service or any loss of data; or (3) any loss, damage or other effects on you that may result from use of the Service or any content (or any representations, adaptations or translations thereof) or the failure to comply with these terms. We make no warranties to any third party. We make no warranties or representations that the Service, or any part(s) thereof, or any content (or any representations, adaptations, or translations thereof) is/are appropriate or available for use in any particular jurisdiction. In choosing to access or use the Service or any content, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations, including local rules regarding online conduct and acceptable content. No information or advice (whether written, oral or otherwise) provided by us will create any warranty or in any way affect the disclaimers of warranty or limitations of liability expressly provided in these Terms.

In other words: you use the platform at your own risk and we can not guarantee there will be no mistakes on the platform.

- b. A Special Note About Fabrication and Handling of Physical Materials.** Please note you are solely responsible for determining the suitability of any products, services, materials and processes made available to you by or through the Service. Without limitation: (1) our disclaimers extend to any and all products or services or any materials used for any outputs or for the fabrication of physical materials, whether or not created through or by using the Service, or any processes and/or products (including from third parties) made available on or through the Service. The Service (including any software) is not a substitute for your own judgment or independent professional testing, design, estimation or analysis, as applicable. We are not liable in any manner whatsoever for any results or output obtained or otherwise viewed through the Service or any materials developed in connection with the Service, including any content. You are responsible for your access and use of the Service, which includes, but is not limited to, the determination of appropriate uses for the Service and the selection of the Service, content and other programs to achieve your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy and completeness of Service results, output or materials used and/or developed by you in connection with the Service (if any), including all items viewed, designed and/or created using the Service, including any content.

In other words: Watch out with activities uploaded with dangerous materials. Think before you use any material and see if it's safe and valuable to use it in your context!

- c. Limitation of Liability.** In no event will we be liable hereunder for special, indirect, consequential, or any other damages whatsoever and howsoever caused, nor will we be liable for any damages whatsoever resulting from a force majeure or an act of a third party or of no fault on its behalf.

In any case our liability is limited to the amounts of our insurance policy, and this within the limitation of the insurance coverage for the specific case.

In other words: We are not responsible for someone else's mistakes.

- 11. Term, Termination and Suspension.** These Terms will become effective on the date you first access or use the Service. The Terms apply for an indeterminate period of time. The term of this contract will extend until the first to occur of the following: (1) our termination of all of your rights hereunder; (2) our discontinuation of the Service or (3) You have the right to retract your enrolment as a user of the Service and to retract your acceptance of the Terms by sending an e-mail to info@street-smart.be, or by sending a letter by registered mail to our headquarters.

Without limitation of anything in this paragraph, if any or all of the Service is accessed as part of a membership or subscription, your access to that portion of the Service will terminate when your membership or subscription terminates or expires.

We reserve the right in our sole discretion, without prior notice, to terminate or suspend your access to all or part of the Service and/or your account (if applicable) or delete or remove Your Content, including, without limitation, for a breach or assignment of these Terms. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Service or deletion of Your Content. Upon any termination of these Terms for any reason, you must immediately cease accessing and using the Service. It is your responsibility to retain copies of Your Content. Upon termination we will have the right to immediately deactivate your account(s) and suspend access to Your Content and, may delete, without notice, Your Content, if any, and all backups thereof and Our Parties will not be liable for any loss or damage which may be incurred by you or any third parties as a result of such deletion. Notwithstanding anything to the contrary, no expiration or termination of this agreement will terminate or affect any licenses or sublicenses granted by you in accordance with these Terms prior to such termination, including, without limitation to other users of the Service.

In other words: By agreeing on these terms, we are signing a contract. Nevertheless, we can always terminate the contract and the Service without prior notice.

12. Miscellaneous.

- a. The parties' relationship** to each other under these Terms is strictly that of independent contractors. There exist no association, partnership, joint venture, employment, agency relationship or other relationship as a result of these Terms and/or the use of the Service. Each party will be responsible for covering their respective costs and expenses in performing their duties under these Terms, unless expressly provided otherwise herein.
- b. The section headings** used in these Terms are for convenience only and will not be given any substantive effect. Except as expressly provided herein, a party may only waive its rights under these Terms by a written document executed by both parties.
- c. Waiver.** Any failure to enforce a provision of these Terms will not constitute a waiver thereof or of any other provision hereof.
- d. Assignment or delegation.** You may not assign or delegate these Terms or any of your rights or obligations hereunder. Any unauthorized assignment or delegation will be null and void.

- e. Entire Agreement.** These Terms contain the entire agreement between you and us with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service. In the event of any conflict or inconsistency between any of the terms and conditions of these Terms and any third party software license agreement or service level agreement that contain a link to the Service, the terms and conditions of these Terms will control.
- f. The invalidity or unenforceability of any one stipulation or article** of the present Terms shall not result in the invalidity or unenforceability of any other provision of the Terms, or of the Terms as a whole. In the event that the validity or enforceability of any provision of these Terms is jeopardized or seriously challenged, the Parties undertake to do whatever is reasonably necessary or advisable, including the restructuring of the provision in question, so as to be able to lawfully maintain such provision in full force and effect or to replace such provision by a valid and enforceable provision as comes closest to the terms, purpose and effect of the invalid, illegal or unenforceable provision, subject to the operation of this Article not negating the purpose and/or equilibrium of the present Terms.
- g. Governing Law and Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of Belgium. In addition, you agree that any claim, action or dispute arising under or relating to these Terms will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Court in Leuven, Belgium. Nothing in the foregoing will prevent us from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. The language of a legal procedure will be Dutch.
- h. The English language version** of these Terms is legally binding in case of any inconsistencies between the English version and any translations. In case of any discrepancy between the meanings of any translated versions of these Terms, the meaning of the English language version shall prevail.

[In other words: These terms are important and will guide any legal action regarding the Service and its content.](#)