

Terms and Conditions of Use of Risk Reporter App

Article 1: General

These Terms and Conditions of Use ("Terms and Conditions of Use") outline the terms and conditions under which the Risk Reporter App may be used for mobile and other applications. The Risk Reporter App and its software are managed by Wolters Kluwer Belgium NV (referred to hereinafter as "Wolters Kluwer"), which has its registered office at Motstraat 30, 2800 Mechelen (Belgium), with enterprise number 0405.772.873. Questions regarding the Risk Reporter App, its software or Terms and Conditions of Use can be sent to info@wolterskluwer.be.

Article 2: Definitions

The following definitions apply throughout these Terms and Conditions:

1. **Risk Reporter App**: software that can be consulted through an App, which can be downloaded from the Apple App Store (IOS) or from Google Play Store (Android). Users can upload and post incidents by means of this App.
2. **User**: a natural or legal person who has accepted the Terms and Conditions of Use of the Risk Reporter App via acceptance.
3. **Terms and Conditions of Use**: all of the terms and conditions, subject to which the User may use the Risk Reporter App, and with which the User expressly declares that he, she or it agrees by acceptance.

Article 3: Use of the Risk Reporter App

These Terms and Conditions of Use apply to the use of the App. By accepting the Terms and Conditions of Use via registration and by declaring his, her or its agreement, the User is aware of and agrees with the [Privacy Policy](#) and the [Cookie Policy](#) of Wolters Kluwer. These Terms and Conditions of Use, the Privacy Policy and the Cookie Policy can also be consulted, downloaded and printed via the Wolters Kluwer website (www.wolterskluwer.be).

Wolters Kluwer may amend these Terms and Conditions of Use if the software and its features change. In order to be able to use the Risk Reporter App, the User must supply the necessary equipment, system software and (internet) connection itself at its own expense.

Article 4: License

Wolters Kluwer grants the User a non-exclusive license to use the Risk Reporter App, which may not be sub-licensed or transferred. The User is not allowed to use the Risk Reporter App for his, her or its own commercial purposes.

The User may not provide third parties with access to the Risk Reporter App or sell, lease, decompile, reverse engineer or modify it without the prior consent of Wolters Kluwer, nor may the User eliminate or circumvent technical measures (or have them eliminated or circumvented) which are designed to safeguard the Risk Reporter App.

Wolters Kluwer shall do its utmost to make the Risk Reporter App function for the User's benefit. Wolters Kluwer has the right at all times to adjust, change or remove the Risk Reporter App and its features, and to make updates and upgrades available and/or implement them as it deems fit. Wolters Kluwer may also, for legitimate reasons, unilaterally suspend the license, restrict the use of the license, or temporarily or permanently deny access to all or part of the App. Wolters Kluwer shall inform the User of this. In such cases, Wolters Kluwer has no compliance obligation whatsoever nor any obligation to provide compensation. Wolters Kluwer maintains no liability whatsoever in this matter.

Wolters Kluwer is entitled to adjust the features that are offered from time to time in order to improve or modify them or to correct errors. Wolters Kluwer shall do its utmost to correct any errors in the software, but cannot guarantee that all errors will be corrected, or that they will be corrected in good time.

Article 5: Intellectual property rights

All intellectual property rights and/or similar rights to the Risk Reporter App, including the underlying software, any images, logos, brand names, etc., are held solely and exclusively by Wolters Kluwer or its licensors. The Customer shall have regard at all times for the name and reputation of Wolters Kluwer and shall ensure that its use of the Risk Reporter App in no way damages the rights and/or the reputation of Wolters Kluwer.

Article 6: Liability

The Risk Reporter App software has been compiled with the greatest care. However, Wolters Kluwer cannot guarantee that the App will always be available or work without any disruption or errors. Wolters Kluwer reserves the right to temporarily or permanently suspend the App, without entitling the User to any rights pursuant to such suspension. Wolters Kluwer is not liable for damages or injuries pursuant to the use of the App. The User indemnifies Wolters Kluwer against any claims from third parties resulting from the use of the Risk Reporter App, the non-compliance or the inaccurate compliance with legal or contractual obligations towards Wolters Kluwer, another User of the Risk Reporter App, or a third party. The User shall reimburse Wolters Kluwer for all damages and costs incurred by Wolters Kluwer pursuant to such claims.

Article 7: User's termination of the use of the App and/or software

The User is at liberty to terminate the use of the Risk Reporter App and/or its software at any point in time by removing or uninstalling the software from his, her or its devices.

Article 8: Applicable law and dispute settlements

Belgian law governs these Terms and Conditions of Use. Any disputes regarding these Terms and Conditions of Use shall be filed with the Court of First Instance in Brussels, the Commercial Court in Brussels and the First District Court in Brussels, which have exclusive jurisdiction. Wolters Kluwer can only be summonsed before these Courts.

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