TERMS & CONDITIONS FOR THE USE OF JIMMOBILE.BE

The Services, interfaces and features available on or via this website and the other Unleashed nv websites linked to it (hereinafter the Site and the Services) are offered subject to your accepting the below terms and conditions (hereinafter the Terms & Conditions). The use of the Site or the Services implies your unconditional acceptance of all Terms & Conditions. In case you do not accept one or more Terms & Conditions, you are requested to not use the Site and the Services.

The Site has been produced and is managed by Unleashed nv, Corda Campus 5, Kempische Steenweg 309/1, 3500 Hasselt, RPR (Hasselt) BTW BE 0886 946 917, contact@unleashed.be, KBC BE81 7370 2009 6524.

The activities of Unleashed nv are regulated by the Belgian Institute for Postal services and Telecommunications (BIPT), Ellips Building - C, Bd. Du Roi Albert II, 35, 1030 Brussels, tel. +32 2 226 88 88, fax +32 2 226 88 77.

**1. Special conditions and amendments**

Special conditions may apply to certain parts of the Site or certain Services. The use of these parts or Services implies your unconditional acceptance of all special conditions. In case of contradiction between the General Terms and Conditions and the special conditions, the special conditions will have priority.

Unleashed nv may change the General Terms and Conditions and the special conditions in whole or in part at any time and without prior notice. It is therefore recommended that you regularly consult the General Terms and Conditions and, if applicable, the special conditions, to be aware of the latest changes.

**2. Use of the website**

By using the Site and/or the Services, you commit:

2.1 to behave responsibly, respecting the contractual and legal provisions and more specifically, without these examples being complete, not sending illegal, threatening, hateful, vulgar, intimidating or otherwise harmful messages or information;

2.2 to not violate or compromise the security of the Site or the Services, for example by, without these examples being complete: i) connecting or attempting to connect with protected parts without prior registration or receipt of authorization, or ii) to perform any act with the intention of damaging, destroying or disrupting the Site, the Services, the network, the software or the hardware;

2.3 to keep confidential all information exchanged during a registration on a secured part, in particular passwords, and to inform Unleashed nv if this information is disclosed to third parties;

2.4 to ensure that all information you provide to Unleashed nv in any manner and for any purpose, is complete and correct and that you have the right to provide this information;

2.5 to act solely for personal and private purposes and to never send commercial or advertising information or electronic mail in any manner without prior permission;

2.6 to not infringe the rights of Unleashed nv or of any third parties. These rights include, inter alia, the intellectual rights in the broad sense of the term, the sui generis rights, the rights relating to the protection of privacy and image rights. Your use of the Site and/or the Services, including the secure parts which require prior registration, any information you obtain directly or indirectly through the Site, and any confidential or non-confidential information that you communicate on the Site, are subject to your own risk and your full and exclusive responsibility.

**3. Hyperlinks**

The Site may contain hyperlinks that lead you to websites that are not the property of Unleashed nv. The use of such sites is subject to the terms of use of the third owners. Unleashed nv has no control over these sites or the information they contain and therefore cannot give any guarantee about the content and/or presentation of these sites. Unleashed nv can therefore not be held liable in any case for direct or indirect damage, consequential damage or incidental damage that results from or is linked to their use. These links and information sources are made available for your information only and do not imply a sponsorship of, support to or affiliation with these sites. You are not allowed to place hyperlinks on a website that lead the visitors of the Site to another site, except with the prior written permission of Unleashed nv.

**4. Intellectual rights**

Unleashed nv is the owner of the content of the Site and of the logos, brands, databases, drawings, images, etc. that appear on it. Unleashed nv reserves all and in particular intellectual rights for all elements of the Site that are protected by intellectual property rights in the broad sense of the term (including, inter alia, copyright, trademark, industrial law, image rights and sui generis right). Reproduction, display, transfer, distribution and storage of these elements are prohibited except with the prior written permission of Unleashed nv.

You may view, browse and consult the Site and print short extracts for personal and private use only. The fact that you are permitted to surf on the Site does not mean that you have been granted a license on all or part of the elements protected by an intellectual right of which Unleashed nv is the holder. You therefore have no right to these elements.

**5. Liability of Unleashed nv**

The presentation and the content are delivered to you 'in its current state’. Unleashed nv gives no explicit or implicit guarantees for the accessibility of the Site or the Services, the correctness of the data, the suitability for a particular purpose or the absence of viruses or other harmful elements. Unleashed nv may also refuse access to the Site or the Services at any given time and without prior notice, including the secured parts. Unleashed nv is in no way liable for direct or indirect damage, consequential damage or incidental damage arising from or related to (i) the use of the Site, the Services or information on the Site, (ii) the impossibility to use the Site or to use the Services; or (iii) the refusal of access to the Site or the Services. If the exclusion or limitation of Unleashed nv's liability for damage would be in conflict with the statutory provisions, the liability of Unleashed nv will be limited to the maximum permitted by law.

**6. Violation of the General Terms and Conditions or the special conditions**

Without prejudice to the general right of Unleashed nv to refuse access to the Site or the Services, including the secured parts, you undertake to indemnify Unleashed nv and any other third party for any direct or indirect damage that Unleashed nv or a third party would suffer as a result of your acts/omission, in particular in case of violation of the General Terms and Conditions or the special conditions of the Site.

**7. Miscellaneous**

Should a clause of these General Terms and Conditions be declared invalid or inapplicable in whole or in part, it will be considered as null and void, while all other provisions of these General Terms and Conditions will remain fully valid and applicable.

The non-exercise or late exercising of a right arising from these General Terms and Conditions will not be regarded as a waiver of that right. The non-exercise or partial exercise of a right does not prevent any later exercise of that right or of any other right arising from the General Terms and Conditions.

The General Terms and Conditions and the special conditions are regulated and interpreted in accordance with Belgian law. All disputes relating to the General Terms and Conditions are subject to the exclusive jurisdiction of the courts of Brussels.