

# Library Website (Bibliotheekwebsite) User Terms and Conditions

*The English text of these User Terms and Conditions is a translation. In case of confusion or contradictions between the English and the Dutch versions, the [Dutch version](#) takes precedence.*

## General

This website is managed by Cultuurconnect vzw (npo), which is an organisation that supports local authorities with the digital challenges of their culture policy, emphasising public libraries, culture and community centres and paying attention to cross-sector connections. Cultuurconnect has concluded a management agreement with the Flemish government within this framework.

Contact details: Cultuurconnect, Priemstraat 51, 1000 Brussels

Enterprise number: 0629.858.909

Email: [servicedesk@cultuurconnect.be](mailto:servicedesk@cultuurconnect.be)

Anyone using this website accepts the following User Terms and Conditions. If you do not agree with one or more of the following provisions, we ask you not to make any (further) use of the website and to contact us via [servicedesk@cultuurconnect.be](mailto:servicedesk@cultuurconnect.be) to discuss your concerns.

The user terms and conditions apply to website use, as well as to the data and materials made available to you via the website.

## Purpose of the website

The website aims to inform visitors how their public library operates. All the information on the website is of a general nature unless there is an express provision to the contrary. The website content (including the hyperlinks) can always be adjusted, changed, supplemented or removed without any announcement or notification.

As a library member, you also have access to My Library (Mijn Bibliotheek) via the website. My Library (Mijn Bibliotheek) is a service layer that can identify a library member and authorise him or her to use a certain application. To do so, a library member must use his or her valid library membership to register in My Library (Mijn Bibliotheek), which then grants access to two types of linked applications:

- online library services: viewing subscription data, viewing and extending objects borrowed, reserving and viewing reservation status, etc.;
- digital applications of your library (such as Gopress, Fundels, My Reading Tipper (Mijn Leestipper), etc. depending on what offer/subscriptions your library has in store for you).

## **Personal data protection**

We always find your privacy protection of crucial importance when we process your personal data. We would like to refer you to the **Privacy Statement** (see footer of this website) for more information.

## **Availability and user guidelines**

You undertake to use the website and the data to be found on it carefully and reasonably. We therefore do not accept that the website is used improperly, for example, to spread viruses or malware, perform vulnerability tests or publish unlawful or inappropriate content.

By using this website, you declare that you agree to the following:

- not to perform any acts that prevent other users from using this website or that disrupt the security of this website;
- not to upload any viruses or other harmful files;
- not to (attempt to) use another person's account, password or system without the authorisation of Cultuurconnect;
- not to make any link with someone else's library card without such other person's consent;
- to duly respect all intellectual property rights to the material made available.

## **Information and liability**

### ***General***

Cultuurconnect makes every effort to make all information as comprehensive, correct, understandable, accurate and up to date as possible. Despite all the continuous efforts that we make, we cannot guarantee that the information made available is comprehensive, accurate or up to date. If you establish that there are any inadequacies or shortcomings, you can report them via [servicedesk@cultuurconnect.be](mailto:servicedesk@cultuurconnect.be). To the extent that the law allows, Cultuurconnect cannot be held liable for the direct or indirect damage arising from the use of the website or the available information, including, without any restriction, any loss, work disruption, damage to your programs or other data on the computer system, or to your equipment or programs.

The website may contain hyperlinks to websites or pages of third parties, or they can refer to them indirectly. Posting links to such websites or pages is not in any manner whatsoever an indication of implicit approval of the content thereof. Cultuurconnect expressly declares that it does not have any say regarding the content or other properties of such websites. Under no circumstances whatsoever can it be held liable for damage attributable to the content or the properties of such websites.

Cultuurconnect does not give any guarantees regarding the proper functioning of the website and cannot in any manner whatsoever be held liable for any malfunction, temporary or permanent unavailability or for any form of damage that might directly or indirectly arise from the access to or use of the website. The website content (including the links) can be fully or

partially taken offline, adjusted, changed or supplemented at any time, without any announcement or notification.

You can report any malfunction or unavailability that you establish via [servicedesk@cultuurconnect.be](mailto:servicedesk@cultuurconnect.be).

### ***Other applications, editorial pages and social media***

The public library/municipality mentioned in the website address can opt to add a number of matters, such as the following:

- editorial pages;
- images;
- social media embedding;
- newsletter application for the dispatch of the library newsletter;
- subscription module within the scope of the library's activities;
- other (future) applications such as online payment.

Cultuurconnect expressly declares that it does not have any say regarding the content or other properties thereof. Under no circumstances whatsoever can it be held liable for damage attributable to the above-mentioned matters.

If you have any complaints about this, you can contact the public library/municipality, where appropriate, at the email address of the respective public library/municipality, which you will find on the website.

### **Intellectual property rights**

Certain parts of the website (such as the catalogue and My Library (Mijn Bibliotheek) pages), as well as the software used in connection with the website, are protected by intellectual property rights belonging to Cultuurconnect or to third parties with whom Cultuurconnect has contractual arrangements in this regard.

As far as matters added by the public library/municipality as indicated above are concerned, Cultuurconnect expressly declares that it does not bear any responsibility whatsoever for establishing any copyright and that under no circumstances whatsoever can it be held liable for damage due to any disregard of the applicable regulations relating to intellectual property rights. If you have any complaints about this and where appropriate, you can contact the public library/municipality at the email address of the respective public library/municipality, which you will find on the website.

Any reproduction, spread, sale or other commercial use of these data, regardless of the manner in which this is done, is forbidden without the advance written permission of Cultuurconnect or of the public library/municipality. You undertake to refrain from any infringement of the intellectual property rights of Cultuurconnect or of any other parties owning rights.

Information and data that are aggregated from other online websites or that are referred to may only be reproduced subject to the terms and conditions of the respective website.

Rightful claimants who are of the opinion that their rights are infringed can contact Cultuurconnect via [servicedesk@cultuurconnect.be](mailto:servicedesk@cultuurconnect.be), or the public library/municipality via the email address that you will find on the website. If it appears that Cultuurconnect or the public library/municipality reproduces source material unlawfully, all measures will immediately be taken to stop such violation.

All of the above is in accordance with the Act of 30 June 1994 on Copyright and Neighbouring Rights.

### **Applicable law and competent court**

This online agreement and all disputes and claims arising from the use of this website or the website data fall under the application of Belgian law and of the relevant international regulations. By consulting this website and using My Library (Mijn Bibliotheek), you subject yourself to the jurisdiction of the courts of Belgium and you accept filing any disputes exclusively before a Belgian court. The competent court in session in Brussels has exclusive jurisdiction to take cognisance of any disputes that have arisen in connection with these user terms and conditions.

### **Amendments**

Cultuurconnect can always amend these User Terms and Conditions without notifying the user in advance. The amendments will take effect immediately after they have been posted on the new User Terms and Conditions on the website. Therefore, please always check that you have read the most recent version of the User Terms and Conditions. This version was last amended on 8 November 2019.