

Terms of Use

This web page represents a legal document that serves as our Terms of Use and it governs the legal terms of our website and DualCareerTools and outcome of their use, <https://www.dualcareertools.com/>, sub-domains, and any associated web-based and mobile applications (collectively, “Website”), as owned and operated by the central university dpt. Topsport en Studie of the Vrije Universiteit Brussel, and developed as part of the Erasmus+ Sport project ‘Be a Winner in elite Sport and Employment before and after athletic Retirement’ (B-WISER).

The European Commission’s support for the production of DCT does not constitute an endorsement of the contents which reflects the views only of the authors, and the Commission cannot be held responsible for any use which may be made of the information contained therein.

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Use, along with our Privacy Policy <https://dualcareertools.com/docs/privacy-policy-dct-en.pdf> and for the elite athletes of Sport Vlaanderen the specific privacy policy of Sport Vlaanderen for DualCareerTools, any mobile license agreement, and other posted guidelines within our Website, collectively “Legal Terms”, constitute the entire and only agreement between you and us, the Vrije Universiteit Brussel.

These Legal Terms supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein with the exception of the cooperation agreement and the processing agreement concluded with Sport Vlaanderen. The latest copies of our Legal Terms will be posted on our Website, and by using the Website you acknowledge and accept that you have reviewed all Legal Terms and their updates prior to using our Website. We may amend our Legal Terms at any time, this will be noticed on the login page in following the change to our Legal Terms. A User will be bound to the legal terms posted on the moment of use of the Website unless in case of contradiction with the cooperation agreement and processing agreement between VUB and Sport Vlaanderen regarding the use of DCT by elite athletes of Sport Vlaanderen.

By using our Website, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully. If you do not accept our Legal Terms, do not access and use our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue your use of our Website.

If you are a User affiliated to Sport Vlaanderen and you are using the Website within the framework of the collaboration project that we are conducting with Sport Vlaanderen started on 24/12/2021 you are bound by the Legal Terms and the above mentioned Privacy Policy applies to you on the grounds of art. 6. (1) b) of the Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “GDPR”).

The last update to our Terms of Use was posted on April 26, 2022.

Definitions

The terms “us” or “we” or “our” refers to Vrije Universiteit Brussel (hereafter referred to as “VUB”), the owner of the Website.

A “Visitor” is someone who browses our Website, but has not registered as User. A Visitor has access to limited Content and Service.

A “User” is an individual that has registered with us to access our extended Content and Service.

A “Guest” is an individual that is invited by a User to provide feedback on the Website and/or assessment by means of questionnaires. A Guest will be considered a User from the moment the Guest registers to Website.

A “Team Administrator” is a user with the rights to coordinate several users that they have invited to join their team. A Team Administrator can invite visitors/users to share their team and to fill in (and share) questionnaires.

A “Team” is the group of users that are coordinated by a Team Administrator.

Our “Service” represents the collective functionality and features as offered through our Website to our Visitors and Users.

All text, information, graphics, audio, video, and data offered through our Service are collectively known as our “Content”.

Limited non-Commercial (Research) License

VUB grants you a non-exclusive, non-transferable, revocable license to access and use our Website strictly in accordance with our Legal Terms and possible other agreements that might be specifically applicable to you. Your use of our Website is solely for the purposes stated within our Legal Terms and above mentioned specific conditions; any other use is a violation of this license.

Use

The permitted use of the Website shall be limited to non-commercial research, teaching or coaching purposes. For any commercial use of the Website, separate specific agreements shall be negotiated. For the allowed use under the present Terms, registration can be done free of charge.

After registration, you can choose from three self-assessment tests (questionnaires). You can complete each questionnaire as many times as you want. It takes about 10 minutes to complete one questionnaire. After completing the questionnaire, you will receive a digital report of your competencies with step-by-step instructions for interpretation and reflection. You are not obliged to complete the reflective questions in order to proceed in the report.

You can save a PDF of your personal report, and you have the possibility to complete the reflective questions afterwards (in the PDF and/or in a printed version). Each report (i.e. a finalized questionnaire) will be saved to your personal profile.

The Website offers a 360° evaluation feature: you can ask others to evaluate your competencies and/or others can ask you to evaluate their competencies. Guests will receive an invitation by email from the Website to register and complete the questionnaire for others. After finishing the evaluation, Guests have the possibility to share the report with the User and with third parties.

If you have been invited by a Team Administrator to join their team, you accept that the Team Administrator receives the information you provide(d) when you register. Furthermore, you can then (more easily) share your feedback reports with this Team Administrator. The Team Administrator can invite you to take specific tests, which you

can choose to accept to complete (or not to complete) and share with the Team Administrator. Please contact your Team Administrator if you no longer want to belong to a team.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. VUB reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to cancelling your User account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, as allowed under our Privacy Policy or for the athletes of Sport Vlaanderen who use the Website with the Privacy Statement of Sport Vlaanderen for DualCareerTools.

Eligibility and Registration for User Subscription

You may view some of our Content as Visitor, without becoming a User of our Website. Your subscription as User that provides you with extended Content and Service, is obtained through registration process and is not transferable or assignable and is void where prohibited. You certify that you are at least 13 years of age or older.

During the registration process, you must provide your legal full name, a valid email address and any other information requested in order to complete the registration process and/or assessment. This information can include:

- Name and first name
- E-mail
- Nationality
- Gender
- Age
- Sport
- Highest level of sport (international, national, regional, recreational)
- Highest diploma obtained (primary education, secondary education, bachelor, master, PhD)
- Role: "I am" (active athlete who combines top-level sport and secondary education; an active athlete who combines top-level sport and higher education; an active athlete who combines top-level sport and employment; an active athlete who is not active in education and has no other employment, a former athlete who is preparing for first-time employment; a former athlete and currently employed; a dual career counselor/career coach/life style coach; a coach; a parent; an employer; none of the above reflects my situation)
- Current/last educational institution + city
- Study area
- Employer
- Function

Any registration by any User in contravention of the above limitations is unauthorized, unlicensed and in violation of our Legal Terms. You agree with and to abide by all of the terms and conditions of our Legal Terms. VUB has sole right and discretion to determine whether to accept a User, and may reject a User's registration, with or without explanation. This will not be applicable for Users affiliated to Sport Vlaanderen and that

are using the Website within the framework of the collaboration project that we are conducting with Sport Vlaanderen started on 24/12/2021.

When you complete the registration process, you will create a password that will allow you to access extended features of our Website. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security regarding your account or information. You agree that VUB shall not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

You also agree that the acquired login will only be used by yourself, a single login shared with multiple people is not permitted; any other use is a violation of this license and will result in the revocation of your subscription.

Intellectual Property

You agree to refrain from copying, altering or using DCT or parts of the website (including but not limited to the text, lay-out, brands, logos, trademarks, graphic elements, illustrations, software, code, database) for any purpose other than the intended purpose in any way whatsoever. You agree not to analyse/reverse engineer nor cause any third party to analyse/reverse engineer the Website or Content, sell, give, lend or lease the Website, and shall not use the Website for any purpose other than the Service, without VUB's prior written consent.

Our Website may contain our service marks or trademarks as well as those of our partners or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. Our Website is also protected under international copyright laws. Except as permitted by these legal terms, the copying, redistribution, use or publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

Linking to Our Website

You may provide links to our Website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your Website does not engage in illegal or immoral activities, and (c) you discontinue providing links to our Website immediately upon request by us.

Links to Other Websites

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. VUB has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

Warranty Disclaimer

VUB reserves the right to change any and all Content and features of the Website, at any time without notice. While some features of our Website are currently free to use, we may begin charging for use of all or part of these features at any time. We will inform you of this decision within reasonable time. Such notice may be provided at any time by posting the changes to the Website or the Service itself. Our Website may be temporarily unavailable from time to time for maintenance or other reasons. These interruptions shall be as limited as reasonably possible. VUB assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Content. VUB assumes no responsibility for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, Website, failure of email on account of technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to anyone's computer, mobile phone, or other hardware or Website, related to or resulting from using, uploading, or downloading materials in connection with our Website that cannot be attributed to VUB. Under no circumstances will VUB be responsible for any loss or damage, including any loss or damage or personal injury or death, resulting from anyone's use of our Website, or for any interactions with Visitors or Users of our Website, whether online or offline.

OUR WEBSITE IS PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS".

Any use of Website is at your own risk. To the maximum extent permitted by applicable law, VUB disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. VUB makes no representations, warranties or guarantees that Website will be free from loss, destruction, damage, corruption, attack, viruses, interference, hacking, or other security intrusion, and VUB disclaims any liability relating thereto.

VUB makes no representations, warranties or guarantees that use or results of the use of Website (including all of its content) is or will be accurate, reliable, current, uninterrupted or without errors. VUB may modify, suspend, or discontinue any aspect or feature of Website or your use of Website.

All information contained within Website is subject to the possibility of errors, omissions, change of price or conditions, or withdrawal. Any projections, opinions, assumptions or estimates contained within Website are for example only, and such projections, opinions, assumptions or estimates may not represent current or future performance of Website.

You acknowledge that your submission of any information to us is at your own risk. VUB does not assume any liability to you with regard to any loss or liability relating to such information in any way.

Some of the content, products, and services available through Website may include materials that belong to third parties. You acknowledge that VUB assumes no responsibility for such content, products or services.

VUB does not warranty any specific result or outcome from the use of the Website (*obligation of means – middelenverbintenis – obligation de moyens*). The personal reports reflect the perceptions of the Users which they themselves have provided. The reliability of the personal reports corresponds to the interpretation, motivation, personal insight and honesty with which the User has answered the questionnaire(s).

Liability

VUB, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website; (b) the unavailability or

interruption of our Website; (c) your use of our Website; or (d) any delay or failure in performance of our Website. If VUB chooses to modify, suspend, or discontinue Website, it will not be liable to you or any third party. You acknowledge that your submission of any information to us is at your own risk. VUB does not assume any liability to you with regard to any loss or liability relating to such information in any way, except for losses that can be attributed to a fault of VUB.

VUB is not liable for the acts, errors, omissions, representations, warranties, breaches (with the exception of data breaches in the event of failure to comply with organizational or technical measures or provisions of the AVG) or negligence or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. VUB and its affiliates have no liability and will make no warranty, refund, or other restitution to you with regards to our website, other than as specified herein, for any reason, including, but not limited to, delays, cancellations, strikes, governmental issues, or force majeure.

In no event will VUB or its directors, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any losses arising from your use of our website, even if VUB is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, VUB's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to your ceasing use of our website.

Indemnification

You agree to indemnify, defend and hold harmless VUB and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of our Legal Terms or your use of our Website.

Termination of Your Account

If you violate the terms of the Legal Terms and, if applicable, the specific agreement(s), VUB will issue you with a notice of the violation and will give you 7 days to rectify the issue. If you remain in breach after the 7 days, VUB may terminate the account. You may also voluntarily terminate your account, for this you are solely responsible. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on 'delete all my data' on your profile page.

You understand that if your account is terminated, you will lose access to our Service as User and any User Content you have provided. You understand that we are not required to provide you with copies of such User Content nor continue to maintain copies of such User Content on our Website.

Arbitration

Any legal controversy or legal claim arising out of or relating to our Legal Terms, applicable specific agreement(s) and/or our Website shall be settled solely by binding arbitration in accordance with the arbitration rules of the Belgian law. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted before the Belgian law, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

We may seek any interim or preliminary relief from a court of competent jurisdiction within Brussels (Belgium), necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs, but the arbitrator may award arbitration fees and costs, including reasonable attorney fees, to the prevailing party.

The applicable law shall be Belgian Law, exclusive of its conflict of law principles.

Miscellaneous

Our Legal Terms shall be treated as though it were executed and performed in Brussels (Belgium) and shall be governed by and construed in accordance with the laws of Brussels (Belgium), without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of VUB under our Legal Terms shall survive the termination of our Legal Terms.