

GENERAL CONDITIONS OF USE

HËLLEF UM TERRAIN a.s.b.l., abbreviated to HUT, a non-profit association, established and having its registered office at L-3372 Leudelange, 21, rue Jean Fischbach, registered with the Luxembourg Trade and Companies Register under number F14655 (hereinafter, 'HUT' or the 'Association'), is an association governed by Luxembourg law.

Table of contents

I. Purpose and acceptance of the General Conditions of Use	2
II. Conditions of access.....	2
III. Rules for use of the Website	3
IV. Online donations	4
V. Other Website functionalities.....	4
VI. Intellectual property rights.....	5
VII. Liability	5
VIII. Personal Data.....	6
IX. Hypertext links	6
X. Severability of clauses	6
XI. Modification of the General Terms and Conditions of Use	6
XII. Applicable law and jurisdiction.....	6

I. Purpose and acceptance of the General Conditions of Use

1.1. The website published by HUT is accessible via the Internet at the following URL address: <https://hut.lu> (hereinafter the 'Website'). The purpose of the HUT Website is to inform the public about the organisation, purpose and activities of the association and includes some related functionalities (hereinafter, the 'Content').

1.2. These Terms and Conditions of Use apply to the Website and its Content as well as to any person visiting the aforementioned website, whatever the purpose of their visit, and in particular to persons consulting its Content (hereinafter, the '**User**').

1.3. Their purpose is to define the terms and conditions of access to and use of the Website and its Content by each User, including the terms and conditions under which Users may make donations free of charge to the Association, which are intended to further its purpose (hereinafter, the '[Online Donation\(s\)](#)').

1.4. By accessing and using the Website, the User accepts and undertakes to comply with these General Conditions of Use. In any event, on the date of their first use of the Website, Users acknowledge that they have read, understood and accepted these General Terms and Conditions of Use.

1.5. The User accepts that by using the Website he/she undertakes to always comply with all the stipulations set out in these General Terms and Conditions of Use.

1.6. The User may stop using the Website and associated functionalities at any time but will remain responsible for any previous use.

II. Conditions of access

2.1. The User acknowledges that he/she alone is responsible for the equipment and access providers he/she chooses to access the Internet, the Website and its Content, which remain his/her sole responsibility.

2.2. Use of the Website is at the User's sole risk. The Website is provided 'as is', without any guarantee whatsoever, whether express or implied, as to its availability, proper operation or the accuracy or completeness of the Content or otherwise.

2.3. HUT does not guarantee that the Website is free from defects, computer viruses or other malicious code that has not yet been detected and/or corrected. The User is solely responsible for its own protection by using modern, state-of-the-art anti-virus software before accessing and using the Website. HUT expressly excludes, to the fullest extent permitted by law, any liability for any damage and/or loss due to errors, defects, computer viruses or any other malicious code affecting the Website. If the User becomes aware of any problem with the Website, the User must notify HUT immediately.

2.4. Without prejudice to the foregoing, HUT reserves the right, without prior notice or compensation, to temporarily or permanently suspend all or part of the Website, to carry out updates, maintenance operations, modifications or changes to the Website and/or its Content of any nature whatsoever.

III. Rules for use of the Website

3.1. HUT grants the User a simple right to access and use the Website, which may be revoked at any time.

3.2. By accessing and using the Website, the User undertakes to:

- Use the Website and its Content for strictly non-commercial personal purposes.
- Not to divert the purpose of the Website and its Content.
- Not to exploit the Internet Site and its Content for collective, commercial, advertising or communication purposes.
- Not to communicate or use the Web Site to communicate anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, hateful, derogatory or racially, ethnically or otherwise offensive, contrary to public policy or accepted standards of behaviour, or that violates the privacy of others, including image rights.
- Not to commit any act of counterfeiting, nor to reproduce, download, represent, adapt, make available to the public, network or modify all or part of the Website and its Content.
- Not to impersonate any other person or use a false identity.
- Not to send by e-mail or transmit by any other means unsolicited or unauthorised advertising or promotional material, such as 'spam', 'misleading information', 'chain letters' or any other form of solicitation;
- Not to collect personal data via the Website.
- Not to disrupt or interrupt the proper functioning of the Website, by introducing viruses or any other technology harmful to the Website or its functions.
- Not to attempt to probe, explore or test the vulnerability of the Website or any other system or network, or to breach security or authentication measures without prior authorisation.
- Not to breach IT security rules and standards.

3.3. Users are entirely responsible for their use of the Website and its functionalities. The User undertakes to use the Website in a fair manner, in compliance with these General Terms and Conditions of Use and with all applicable laws and regulations, particularly those relating to intellectual property.

3.4. HUT reserves the right, without prior notice, to suspend or terminate the use of the Website or its functionalities by the User in the event of a breach of these General Conditions of Use or of applicable laws and regulations, without prejudice to HUT's right to claim damages from the User concerned for any negligence or fault committed by the latter.

IV. Online donations

The User can make an online donation to support HUT's activities.

4.1. In the donations section of the website, Users can choose the type of online donation they wish to make, i.e.:

- A one-time donation, or
- A regular donation by SEPA direct debit (hereinafter referred to as the '**Direct Debit**').

4.2. The User must follow the steps in the procedure described online to donate. Mandatory fields are marked with an asterisk.

4.3. Users may choose to donate any amount they wish in one of the following ways:

- by using the Worldline payment solution available on the HUT website,
- by using the Wero mobile payment application, and/or
- by authorising a donation to be deducted on a regular basis, for example monthly, in favour of HUT by consenting to the setting up of a direct debit order ('Direct Debit' box) via the online procedure provided on the website.

4.4. The donation will be made by the User by clicking online on the button confirming payment of the donation in the chosen payment system (Worldline or Wero) or by clicking on the 'Confirm my donation' button after following the steps on the website to set up a regular monthly donation by direct debit.

4.5. By confirming their regular donation with a direct debit order, Users authorise HUT to send instructions to the User's bank to debit their bank account in accordance with the instructions entered on the Website by the User.

4.6. If the User wishes to terminate his direct debit order, he may either contact HUT by e-mail at dons@hut.lu or by telephone on +352 26 155 - 263 or contact his bank to terminate the direct debits.

V. Other Website functionalities

5.1. In addition to the provision of general information and the possibility of making Donations, Users of the Website have access to other functions enabling them to interact with the Association, in particular via the '[contact form](#)' tab and/or the '[your opinion is important to us!](#)' tab. Users may also report abuse via the '[report an abuse](#)' tab.

5.2. Users have the option of subscribing to the Association's newsletter via the '[newsletter subscription](#)' tab. By subscribing, Users consent to the processing of their data for the purpose of sending the newsletter. They may withdraw their consent at any time and unsubscribe by clicking on the unsubscribe link in any mailing or by writing to communication@hut.lu.

VI. Intellectual property rights

6.1. All Content on the Website is protected by intellectual property laws, including but not limited to copyright, trademark law and patent law. This includes logos, trademarks, images, videos, photographs, texts, graphics, software or any other element, regardless of its format or nature. This Content belongs exclusively to HUT or to their respective right holders.

6.2. Any use of the Content of the Website that is not expressly authorised in writing by HUT or the relevant rights holder constitutes an infringement of intellectual property rights and may be qualified as counterfeiting. This may also lead to a violation of image rights, personal rights or any other legislation in force. The User could then be held criminally and/or civilly liable.

By accepting these General Terms and Conditions of Use, Users acknowledge that access to or use of the Website does not confer any intellectual property rights over the Content. Without the express prior authorisation of the holder of the rights, Users are prohibited from copying, modifying, reproducing, distributing, publishing, integrating on any medium whatsoever, adapting, assigning, licensing, pledging or transmitting in any way whatsoever, in whole or in part, the Content. It is also forbidden to use any method to attempt to access the source codes and/or protocols of the Website.

VII. Liability

7.1. Users use the Website and its associated functionalities under their sole responsibility. The User acknowledges that he/she is fully aware of the unreliability of the Internet network, particularly in terms of the absence of any guarantee of access, security and performance in relation to data transmission.

7.2. To the maximum extent permitted by law, HUT declines all liability for damages of any kind whatsoever, other than those expressly provided for in the General Conditions of Use. HUT disclaims all warranties and liability as to the performance, availability and accessibility of the Website or its harmlessness in relation to any computer viruses, and in particular in the event of:

- Interruptions, breakdowns, modifications and malfunctions of all or part of the Website, whatever the communication medium used and whatever the cause, duration or frequency.
- Direct or indirect damage caused to Users, whatever its nature, resulting from access, inability to access, use, operation or malfunction of the Website.
- Abnormal use or illicit exploitation of the Website by any other User; and
- Computer attack or hacking and temporary or permanent deprivation, deletion or prohibition of access to the Internet by the User, for any reason whatsoever.

7.3. Without prejudice to the foregoing, HUT may only be held liable based on an obligation of means in the event of gross negligence or wilful misconduct proven by the User, under the conditions of common law, solely for direct, certain and foreseeable damage suffered by the User.

VIII. Personal Data

8.1. HUT processes the User's Personal Data under the conditions defined by the HUT confidentiality policy available on the Website.

8.2. The Website allows the User to access, communicate with or use functionalities belonging to third parties which are subject to their own terms of use, licences and personal data protection policies. HUT is not liable to Users for the use of third-party functionalities by Users.

IX. Hypertext links

9.1. The Website may include hypertext links to other independent third-party websites. HUT accepts no responsibility for the accuracy, integrity or reliability of the content of such third-party sites. In addition, a link on the Website to a third-party website does not imply an endorsement of that website or its content by HUT.

9.2. The User is solely responsible for connecting to and using these third-party sites.

X. Severability of clauses

10.1. The nullity of a contractual clause in these General Terms and Conditions of Use does not entail the nullity of the General Terms and Conditions of Use as a whole.

10.2. If any one of these clauses is found to be invalid, the said clause will be deemed not to have been written, but this will not invalidate the rest of the General Terms and Conditions of Use, which will remain fully valid.

XI. Modification of the General Terms and Conditions of Use

11.1. HUT reserves the right to modify these General Terms and Conditions of Use for any reason whatsoever, at any time, by publishing a new version of the General Terms and Conditions of Use on its Website.

11.2. The rights and obligations of the parties will be subject to the General Terms and Conditions of Use in force at the time of use of the Website by the User.

XII. Applicable law and jurisdiction

12.1. These General Terms and Conditions of Use are governed by Luxembourg law.

12.2. The courts of the City of Luxembourg shall have exclusive jurisdiction to hear any dispute arising or to arise in connection with the interpretation, application and performance of these General Terms and Conditions of Use, as well as any dispute relating to the use of the Website and its Content.

This document has been automatically translated using an online translation tool. It may therefore contain translation errors. For further information, please consult [the original French version](#).