

www.scapr.net

Terms of Use

By accessing and using the website www.scapr.net (referred to below as the "Website"), you agree to be bound by its Terms of Use (the "Terms") and the SCAPR Privacy Policy which govern the users ("Users") access and use.

The Website is owned and exploited by the AISBL SCAPR ("SCAPR") with official address at Avenue Louise 65/11, 1050 Bruxelles, registered under n°0899.822.379.

1. Agreement to the Website conditions of use

USERS ACCESS TO, AND/OR USE OF THE WEBSITE CONSTITUTE THEIR ACCEPTANCE, WITHOUT LIMITATION OR QUALIFICATION, OF THESE TERMS, WHICH USERS EXPRESSLY ACCEPTS TO ABIDE BY.

USERS UNDER THE AGE OF EIGHTEEN (18) REPRESENT THAT THEY ARE EITHER AN EMANCIPATED MINOR OR HAVE OBTAINED THE LEGAL CONSENT OF THEIR PARENTS OR LEGAL GUARDIAN TO ACCESS TO, AND USE OF, THE WEBSITE.

SHOULD USERS NOT ACCEPT THE TERMS, USERS SHALL NOT ENTER THE WEBSITE.

If Users are a SCAPR member or licensee or have any other form of contractual relationship with SCAPR, the terms and conditions of Users membership, licence or other contract with SCAPR will also apply, as relevant to the use of the Website.

Notwithstanding any relevant contract with SCAPR, Users acknowledge and agree that the Terms grant SCAPR certain rights and remedies that are directly enforceable by SCAPR against Users. In particular (but not exclusively), where SCAPR suspect or have reason to believe there has been a breach of the Terms or that any rights have been infringed, Users access to this Website may be suspended or terminated by SCAPR at any time with or without notice.

SCAPR reserves the right to:

- Update these Terms from time to time

If Users continue to use the Website after the date on which the change comes into effect, Users will be deemed to have agreed the new Terms and shall be liable to their respect; and

- Modify or withdraw, temporarily or permanently, the Website and any of the material contained within it (hereinafter referred to as the "Data") (or any part of it) without notice to Users.

Users acknowledge, by using the Website, that SCAPR shall not be liable to Users for any modification to or withdrawal of the Website or of the Data.

2. Users' Right to use this Website

Subject to these Terms, SCAPR grants Users a right to access the Website for the purposes of viewing the Website, only for non-commercial use.

Users may copy or download Data to their hard disk and print Data from the Website for non-commercial use only or to the extent that they need to do so to be able to use a specific service offered by SCAPR on the Website. Except as expressly permitted, Users shall not sell, licence, or distribute any of the Data to third parties or use Data as a component of or as a basis for any material offered for sale, licence, or distribution.

Users may only use the Website for lawful purposes and in a lawful manner. Users agree to comply with all applicable laws, statutes and regulations regarding the Website and its use and to use it in a manner which does not infringe the rights of or restrict or inhibit the use and enjoyment of the Website by, any third party, including but not limited to:

- i. upload or transmit through the Website any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer
- ii. upload, edit or transmit any material which is defamatory, offensive or of an obscene character or in infringement of third parties' rights and/or
- iii. take any action to interrupt or attempt to interrupt the operation of the Website
- iv. Users shall respect all the provisions of the present Terms.

3. No Warranty

SCAPR is providing the Website and the Data on an "as is" and an "as available" basis, without any representation or warranty of any kind from SCAPR, its providers, any contributor of the Website, whether express or implied, against any damages whatsoever including, but not limited to, warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy or title in relation to the Website or the Data.

The Website and the Data is correct to SCAPR knowledge but may contain inaccuracies, omissions and typographical errors. SCAPR is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of any Data nor shall SCAPR (and its members, licensees, subcontractors, service providers, etc) have any liability to Users or to any other person resulting from Users' use of the Data.

The Website may contain links to other websites that are beyond SCAPR control. Hyperlinks are provided as a convenience only, and imply neither responsibility for, nor approval of SCAPR on the content of the concerned websites. SCAPR does not accept any responsibility or liability for their policies whatsoever.

SCAPR does not warrant uninterrupted or error free use of the Website, that defects will be corrected, or that the Website or the server that makes it or files available for downloading from the Internet are free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

SCAPR does not assume any responsibility or risk for Users use of the Internet.

If Users' use of the Website or the Data result in the need for servicing, repair or correction of Users' equipment or data, Users shall assume all cost thereof.

4. Data Protection

4.1 By accessing and using the Website and providing SCAPR with its personal data, Users consent to the collection, use, transfer of Users personal data in the conditions detailed in the SCAPR Privacy Policy.

4.2 Users shall be solely responsible for personal data they communicate to SCAPR when using the Website and shall comply with their respective obligations and duties under applicable Data Protection Laws and Regulations, defined as all laws and regulations, regulatory guidance, orders, or other similar regulatory instrument applicable to the processing of personal data, including but not limited to the General Data Protection Regulation 2018.

Users shall be responsible for implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

5. Confidentiality:

Users shall not communicate their personal credentials to any third party and may indemnify SCAPR for any breach in this regard and of any direct or indirect damages suffered by SCAPR because of said breach.

Users agree to (a) ensure that they exit from their account at the end of each session and (b) immediately notify SCAPR if Users have any reason to believe an unauthorized use of their password or account or any other breach of security has taken place.

It is Users sole responsibility to control the dissemination and use of their password, control access to and use of their account, and notify SCAPR when Users desire to cancel their account on the Site. SCAPR will not be responsible or liable for any loss or damage arising from their failure to comply with this provision.

6. Intellectual Property

Users acknowledge that the Website and the Data are protected under copyright, trademarks, database and other intellectual property rights.

Users acknowledge that SCAPR (and SCAPR members) owns, solely and exclusively, all rights, title and interest in and to the Website and the Data and the compilation of the content, code, data and materials on the Website, including but not limited to any copyrights, trademark, patent, database, moral, sui generis and other intellectual property and proprietary rights therein. By making these elements available on the Website, SCAPR is granting Users no right or license to use or amend any of them.

Users acknowledge that they have not contributed to the creation of the Website or Data and that their potential contributions to enhance use and/or functioning of the Website or Data quality do not give them any kind of rights to the Website and to any related elements.

7. No Waiver

No waiver by SCAPR of any breach of any obligation arising under these Terms shall constitute a waiver of any other breach and no failure to exercise or to partially exercise by SCAPR of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

8. Severability

If individual provisions of these Terms concluded under this Agreement are or become ineffective or unenforceable, the effectiveness of the other provisions of these Terms will remain unaffected.

The ineffective or unenforceable provision shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect, and continue to be binding and enforceable.

9. Governing Law and Jurisdiction

These Terms and their interpretation shall be binding upon each Party's successors and assigns and shall be governed by and construed in accordance with the laws of Belgium.

10. Contact

For any questions about these Terms of use and Privacy Policy, please contact: secretariat@scapr.org.