

## TERMS AND CONDITIONS FOR USE OF THE ATIEL WEBSITE

Welcome to the ATIEL Website terms and conditions, which apply to your use of this website. By accessing this Website, you agree to be bound by them. If you do not agree to be bound by these terms and conditions, you may not use or access this Website and ATIEL has the right to restrict or prevent your access to the Website. If there is anything you do not understand please feel free to e-mail any enquiry to ATIEL at [info@atiel.org](mailto:info@atiel.org).

### 1. DEFINITIONS

"**Conditions**" means the present terms and conditions; "**User(s)**" means (a) user(s) of the Website either collectively or individually, as the context requires; "**Personal Information**" means any personal details provided by the User via the Website; and "**Website**" means the website located at [www.atiel.org](http://www.atiel.org) or any subsequent URL which may replace it.

### 2. ACCESS

ATIEL provides the User with access to the Website in accordance with the present Conditions.

### 3. OBLIGATIONS OF THE USER

#### 3.1 The User:

- 3.1.1 agrees not to use the Website (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;
- 3.1.2 agrees not to upload or transmit through the Website any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- 3.1.3 will not upload or transmit through the Website or post any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety or which is in breach of applicable laws or regulations or is in breach of any person's rights (including but not limited to, copyright, database right and confidentiality);
- 3.1.4 will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;
- 3.1.5 will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy and data protection);
- 3.1.6 will not create and publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website; and
- 3.1.7 agrees that in the event that the User has any right, claim or action against any Users arising out of that User's use of the Website, to pursue such right, claim or action independently of and without recourse to ATIEL.

### 4. INDEMNITY

The User agrees to be fully responsible for (and fully indemnify ATIEL against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by ATIEL and arising out of any breach of the Conditions by the User or any other liabilities arising out of the use of the Website, or the use by any other person accessing the Website using the User's PC or internet access account.

## 5. ATIEL'S RIGHTS

### 5.1 ATIEL reserves the right to:

- 5.1.1 modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to the User and the User confirms that ATIEL shall not be liable to the User or any third party for any modification to or withdrawal of the Website; and/or
- 5.1.2 change the present Conditions from time to time, and the User's continued use of the Website (or any part thereof) following such change shall be deemed to be the User's acceptance of such change. It is the User's responsibility to check regularly to determine whether the present Conditions have been changed. If the User does not agree to any change to the present Conditions then the User must immediately stop using the Website.

### 5.2 ATIEL will use reasonable endeavours to maintain the Website. The Website is subject to change from time to time. The User will not be eligible for any compensation because the User cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond ATIEL's control.

## 6. THIRD PARTY LINKS

In an attempt to provide increased value to ATIEL's Users, ATIEL may provide links to other websites or resources. The User acknowledges and agrees that ATIEL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## 7. MONITORING

ATIEL has the right, but not the obligation, to monitor any activity and content associated with the Website. ATIEL may investigate any reported violation of the present Conditions or complaints and take any action that it deems appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to access and/or removing any materials on the Website).

## 8. INTELLECTUAL PROPERTY AND RIGHT TO USE

- 8.1 The User acknowledges and agrees that all copyright, database right, trade marks and all other intellectual property rights or other property rights in all material or content supplied as part of the Website shall remain at all times vested in ATIEL or ATIEL's data providers and other licensors. The User is permitted to use this material only as expressly authorised by ATIEL.
- 8.2 The User is not allowed to use ATIEL's trade marks or logos without an explicit written agreement signed by ATIEL. In each case and under any circumstances, every use of ATIEL's brands, trade marks, logos or other intellectual property rights will have to be submitted, in each individual case, for approval prior to use.
- 8.3 The User agrees not to (and agrees not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display (including by caching, framing or similar means), distribute, commercially exploit or create derivative works of the material and content contained within the Website.

## 9. **NOTICES**

The User may send ATIEL notices under or in connection with the present Conditions:

- by post to ATIEL EEIG Boulevard du Souverain 165, 1160 Brussels, Belgium;
- by telephone to 0032 2 566 91 37; or
- by email to [info@atiel.org](mailto:info@atiel.org)

## 10. **LIMITATION OF LIABILITY**

10.1 While ATIEL uses reasonable endeavours to verify the accuracy of any information it places on the website, ATIEL make no warranties, whether express or implied in relation to its accuracy.

10.2 The User acknowledges that ATIEL cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by the User.

10.3 ATIEL will not be liable in contract, tort or otherwise if the User incurs loss or damage connecting to the Website through a third party's hypertext link.

10.4 ATIEL will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the Website or products or services offered on the Website whether by ATIEL or on its behalf for:

- 10.4.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- 10.4.2 any loss of goodwill or reputation; or
- 10.4.3 any special or indirect or consequential losses;

in any case whether or not such losses were within the contemplation of ATIEL or the User at the date on which the event giving rise to the loss occurred.

## 11. **SEVERANCE**

If any part of the present Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the present Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the present Conditions.

## 12. **WAIVER**

Nothing shall be construed as a waiver by ATIEL of any preceding or succeeding breach of any provision.

## 13. **SURVIVAL**

Each provision of the present Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

**14. ENTIRE AGREEMENT**

The present Conditions (as amended from time to time) contain the entire agreement between the User and ATIEL relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the User and ATIEL in relation to such matters. No oral explanation or oral information given by the User and ATIEL shall alter the interpretation of the present Conditions. The User confirms that, in agreeing to accept the present Conditions, it has not relied on any representation save insofar as the same has expressly been made a representation in the present Conditions and the User agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of the present Conditions save that the User's agreement contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether or not such has become a term of the present Conditions.

**15. LAW**

The present Conditions will be exclusively governed by and construed in accordance with Belgian law whose Courts will have exclusive jurisdiction in any dispute, save that ATIEL has the right, at its sole discretion, to commence and pursue proceedings in alternative jurisdictions.

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Updated: April 15, 2010