

ECTP List of Available Experts : Draft Terms and Conditions

These Terms and Conditions shall apply to your use of the website located at www.ceu-ectp.org and its related domains ("the ECTP website").

By submitting your details and ticking this box, you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions, you may not use the ECTP website to display your details. [Tick box]

As part of our commitment to ensuring that the ECTP List of Available Experts is as helpful as possible to you, and that you want to continue your inclusion on the List, we welcome your comments on all aspects of the service. To contact us please use the Contact Us section on the ECTP website.

1. DEFINITIONS

1.1 "You/your" means you, the user, "we/us" means the Executive Committee of ECTP. "ECTP List of Available Experts" shall have the meaning as set out above. "User Information" means the personal details which may be provided by you to us via the ECTP website. "Users" means the users of the ECTP website and the ECTP List of Available Experts collectively and/or individually as the context admits. "Website" means a site on the World Wide Web. "ECTP website" means the site registered at www.ceu-ectp.org.

2. YOUR UNDERTAKINGS AND RESPONSIBILITIES

2.1 By submitting your details for the ECTP List of Available Experts, you consent to those details being displayed on the ECTP website and to being viewed by any users searching or browsing the ECTP website.

2.1 You undertake that all and any details that you submit for display on the ECTP List of Available Experts are true and verifiable.

3. ACCEPTABLE USE

You agree that any use by you of the ECTP List of Available Experts shall be in accordance with the following conditions:

3.1 You will not post or transmit through the ECTP List of Available Experts any defamatory, untrue or harmful material or material which would violate or infringe in any way upon the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience or which do not comply with all relevant laws.

3.2 You will not post or otherwise make available on the ECTP List of Available Experts any material which you do not own without the express permission of the owner of the material.

3.3 Any user found to have violated any of the above terms is liable to have their right to post removed.

4. THIRD PARTY WEBSITES

4.1 You acknowledge and agree that ECTP are not responsible for the availability of any third party websites or material you refer to on the ECTP List of Available Experts, and do not endorse and are not responsible or liable for any content, advertising, products or services on or available from such websites or material, nor for any damage, loss or offence caused, or alleged to be caused, by or in connection with use of or reliance on any content, advertising, products or services available on or available from such websites or material.

4.2 Any dealings between you and any third parties who contact you via the ECTP List of Available Experts, including payment for and delivery of services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and the relevant third party. You agree not to hold us liable for any loss or damage of any kind incurred as the result of any such dealings.

4.3 Links to third party sites may only be included in forum posts where a clear relevance to the thread in question exists. Any users posting URLs of sites excessively or in a way which could be construed as advertising are liable to have their right to post removed.

5. ECTP LIST OF AVAILABLE EXPERTS' RIGHTS

5.1 Material which is posted on the ECTP List of Available Experts is written by users and we are not responsible for and give no endorsement of such material. We monitor the contributions and may

respond to or comment upon communications by you and edit, refuse to post or remove any content in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by us.

5.2 To the extent permitted by law, we make no warranties, express or implied, as to the content of the ECTP List of Available Experts or the accuracy, timing or reliability of any information or statements contained therein. We neither endorse nor shall be held responsible for the reliability or accuracy of the same and we are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided on the ECTP List of Available Experts. If you have any claim arising from the actions or statements of another user, you agree to pursue such a claim only against that user and not from us.

5.3 We will endeavour to provide the ECTP List of Available Experts using all reasonable care. To the extent permitted by law, we do not warrant that any of the functions contained in the ECTP website containing the ECTP List of Available Experts and its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

5.4 We reserve the right, at any time, to modify, alter, or update these terms and conditions of use, and subject to our providing you with reasonable notice, you agree to be bound by any such modifications, alterations or updates as posted on the ECTP website relating to the ECTP List of Available Experts.

5.5 We shall not be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use of the ECTP List of Available Experts, whether direct or indirect, including, damage to software or hardware, damage for loss of business, loss of profits, or any other consequential loss. Nothing in these terms or conditions shall exclude or limit our liability for death or personal injury resulting from the negligence of us, our servants, agents or employees.

6. PRIVACY

6.1 We shall comply with applicable Belgian law in relation to Data Protection legislation from time to time in place in respect of any personal information relating to you gathered by us.

6.2 ECTP will not use the information you submit for the ECTP List of Available Experts for any other purpose than that of promoting that information on the List via the ECTP website.

6.3 Please use the Contact Us section of the ECTP List of Available Experts on the ECTP website to notify us of any changes to the information you have previously given or if you wish to withdraw your consent to our using the user Information for the stated purpose.

7. INDEMNITY

7.1 You agree to indemnify us, and/or any of member organisations and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the ECTP List of Available Experts.

8. PAYMENT AND TERMINATION

8.1 You agree to pay the designated registration fee for inclusion of your information on the ECTP List of Available Experts on the ECTP website within thirty days of invoice by ECTP. This fee is for inclusion on the list for a period of two (2) calendar years, as from 1st January in the year the fee is paid.

8.2 At any time during that period of two (2) calendar years we will have the right immediately to terminate your use of the ECTP List of Available Experts if we determine in our sole discretion that you have breached these terms and conditions or otherwise been engaged in conduct which we determine in our sole discretion to be unacceptable.

8.3 At any time during that period of two (2) calendar years you will have the right to give ECTP 30 days' notice in writing of your intention to withdraw your information from the ECTP List of Available Experts for any reason.

8.4 If you provide notice of intention to withdraw your information under clause 8.3 above you will be liable for the registration fee for the outstanding period of the two (2) calendar years that your information has appeared on the ECTP List of Available Experts.

9. FEEDBACK

9.1 Should you wish to make any comments to us about the ECTP List of Available Experts or if you have any questions relating to the same please use the Contact Us section of the ECTP List of Available Experts.

10. GENERAL

10.1 Invalidity

If any of these terms and conditions are determined to be invalid or otherwise unenforceable by reason of the application of any law, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

10.2 Governing Law

These terms and conditions are governed by Belgian law and both you and we hereby submit to the exclusive jurisdiction of the Belgian courts.

I have read the terms and conditions, understand them, agree to them and wish to register my details to be included on the ECTP List of Available Experts at this time [tick box].