



## **TERMS OF USE**

EuFoA AISBL,  
Rue de Trèves 49, Box 2  
1040 Brussels

# TERMS OF USE

## EuFoA

Effective since : 24.07.18

### 1. INFORMATION ABOUT EuFoA

- 1.1** The website [www.eufoa.org](http://www.eufoa.org) (hereafter: the "**Website**") is managed and operated under the responsibility of:

European Friends of Armenia AISBL (hereafter: "**EuFoA**"),  
Rue de Trèves 49, Box 2  
1040 Brussels  
CBE-nr.: 0809.626.138.

- 1.2** The Website provides the user with information regarding EuFoA and Armenia (hereinafter: the "**Service**").

- 1.3** Any question or complaint relating to the Website, these Terms of Use (hereafter: "**Terms of Use**"), the Privacy Policy (hereafter: the "**Privacy Policy**") and the cookie policy (hereafter: "**Cookie policy**") can be directed to EuFoA at the above address or at the following e-mail address: [privacy@eufoa.org](mailto:privacy@eufoa.org).

### 2. ACCEPTANCE

- 2.1** Access to the Website is subject to these Terms of Use, the Privacy Policy, the Cookie Policy and applicable laws and regulations. Consequently, access to or use of the Website implies full and unconditional acceptance by the User (hereinafter referred to as the "**User**") of these Terms of Use, and the acknowledgment of the Privacy Policy and the Cookie Policy.

- 2.2** These Terms of Use, the Terms and Conditions, the Cookie Policy and the Privacy Policy only relate to the relationship between the User and EuFoA with regard to the use of the Website and the Service. They can be consulted at any time on the Website.

### 3. ACCESSIBILITY AND OPERATION OF THE WEBSITE

- 3.1** EuFoA will, insofar as possible, ensure that the Website is up-to-date and remains accessible to a normal number of Users. EuFoA does not guarantee that the functions of the Website will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.

- 3.2** EuFoA can not be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical) disruption, delay, difficult accessibility and / or termination of the accessibility of the whole or a part of the Website or viruses or other harmful elements that are present on the Website.
- 3.3** If the User finds an error, virus or other harmful elements on the Website, he / she is requested to communicate it to EuFoA at the following address: [privacy@eufoa.org](mailto:privacy@eufoa.org), so that the necessary measures can be taken. EuFoA advises the User in any case to install firewalls, antivirus and other necessary security software on his computer to prevent damage.
- 3.4** EuFoA reserves the right to suspend or stop the Website in whole or in part, at any time, without justification and without prior notice.

## **4. USE OF THE WEBSITE**

- 4.1** The User agrees to use the Website only in accordance with its purpose, to the exclusion of any other purpose.
- 4.2** The User is obliged to ensure that all information he communicates is accurate and up-to-date.
- 4.3** The User agrees to use the Website in good faith and to respect the prevailing legislation, and in particular to refrain from:
- sending to EuFoA false or misleading content (and update this content, if necessary, to ensure that it does not become false or misleading), or communication that occurs as obscene, racist or xenophobic, insulting, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of these things;
  - providing e-mail addresses or other types of content to EuFoA without the prior consent of the individuals involved;
  - sending to EuFoA any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);
  - copying any literary, artistic, visual or audio-visual content of the Website for other purposes than personal consultation;
  - extracting, by definitive or temporary transfers, all of or part of the content of the Website, or all of or part of one or different types of data available on the Website, no matter the extraction method used;
  - reuse, through public disposal of all of or some of the content of the Website, or all of or part of one of the different types of data available on the Website, no matter the form;
  - sending to EuFoA any content that refers to illegal websites or websites with inappropriate content;
  - using the Website to send unsolicited spam, pyramid schemes or similar fraudulent processes;
  - circumventing technical protection measures for documents and multimedia;
  - taking any action that may adversely affect the proper functioning of the Website, the Service, including the use of computer viruses, ransomware or mass mailing;
  - gaining (or attempting to gain) unauthorized access to (a part of) the Website or equipment (hardware and software) used for the proper functioning of the Website;
  - using of a false name, a pseudonym or use of the identity of someone else or of an entity;

- using of the Website for purposes other than those described in these Terms of Use.

- 4.4** EuFoA can not be held responsible for any non-compliance by the User with the Terms of Use, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User holds EuFoA harmless against any action, claim or complaint from third parties (including public authorities) with regard to his/her use of the Website.
- 4.5** The User uses the Website entirely at his/her own risk. The Website, the components and all information, software, facilities and associated services are offered as they are, subject to availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.
- 4.6** EuFoA can not be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the Website and its components or the inability to use the Website in whole or in part.
- 4.7** The User is obliged to inform EuFoA immediately in writing if he/she becomes aware of inappropriate behaviour or prohibited use related to the Website, by sending an e-mail to EuFoA.

## **5. LINKS TO AND ON OTHER WEBSITES**

- 5.1** Links to other websites can be displayed on the Website. Other websites may hold links to the Website. These third-party websites are not operated by EuFoA, which can not be held liable for their operation, content and use. Unless expressly stated otherwise by EuFoA on the Website, the existence of such links does not imply any approval by EuFoA regarding these Third Party websites or the use that could be made of them, nor any association or partnership with the operators of this Website(s).

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1** The Website and its components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.,) are the property of or duly licensed to EuFoA. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of EuFoA or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and / or models and / or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.
- 6.2** EuFoA grants to the User a non-exclusive, non-transferable license, for an indefinite period of time and at any time and without giving reasons, to gain access to the content of the Website, to view it and download it only for display purposes. The User may also print a copy of the content displayed on the Website for his personal needs, provided that he does not modify the content of the Website in any way and keeps all the mentions of authorship and origin of the Website. Reproduction is therefore only permitted for strictly personal purposes within the meaning of article XI.190 5 ° of the Belgian Code of Economic Law.
- 6.3** Only for the Website's use and for service facilitation, if you publish content on the Website, unless otherwise stated, you give EuFoA a free and non-exclusive licence to use, reproduce,

adapt, publish, translate, create derivative works, distribute, execute and display this content worldwide on any support of or related to the Website, and its promotion, without restriction regarding your name, image or identity.

- 6.4** Any use of the Website and its components that are not covered by this article is strictly prohibited.

## **7. REQUIREMENTS REGARDING THE CONTENT PUBLICATION**

- 7.1** The User commits not to publish on the Website content that might :

- mention Third-Parties information such as addresses, phone numbers, e-mail addresses, social security numbers and credit cards numbers ;
- in EuFoA's reasonable judgment be reprehensible, or that can restrain any other individual's use of the platform or Website, or that could trigger for EuFoA or users of the Website their responsibility or a damage.

The User commits to full responsibility for the content published on his/her profile and its consequences.

- 7.2** The User possesses all the content he/she publishes on the Website. The User declares and certifies the he/she possesses indeed (a) all rights on the content he/she published or obtained the necessary authorizations for publishing ; (b) the User's content is exact ; and (c) the use and display of the content furnished do not violate these Terms of Use nor any other right, or harm or prejudice another individual or entity.

- 7.3** Only for the use of the Website and for services facilitation, if the User publishes content on the Website, unless stated otherwise, he / she grants EuFoA a non-exclusive and free licence to use, reproduce, adapt, publish, translate, create new derivative works, distribute, execute or display this content worldwide on any support on or related to the Website and the promotion of it, and without use restriction regarding the User's name, image or identity.

EuFoA will not use the User's content nor his name, image or identity for commercial or marketing purposes without his/her prior consent.

## **8. MODERATION AND GOOD BEHAVIOR**

- 8.1** EuFoA is not to be held responsible for all the content a User posts, stocks or downloads through the User or a any other individual, or for all loss or damage, or any user's conduct, and EuFoA is not responsible for errors, defamation, omissions, wrong information, obscenity, pornography or blasphemy that the User might encounter.

- 8.2** This provision does not create any right or reasonable expectation that the Website might never hold any content cited previously. As Website provider, EuFoA is not responsible for declarations, representations or content furnished by its users in any public forum, website, message or any communication.

- 8.3** Even though EuFoA is not entitled to filter, edit or control the content posted on the Website, EuFoA holds the right to, at its own discretion, retract, filter or modify any content posted or stocked on the Website for any reason whatsoever, and without prior notice. The User is the only one entitled to copy or safeguard any content he/she publishes or stocks on the Website.
- 8.4** If the content published by a user were not to respect the previously enounced provisions in the Terms of Use, EuFoA holds the right, immediately and without prior notice to suspend, delete, ask for modification of the content.
- 8.5** The User can thus not, pretend to any damages or interests. It is therefore reminded that the User personally incurs, the specific criminal sanctions in regard to the litigious content (prison penalties and fines), other than any eventual conviction to pay monetary damages.
- 8.6** In the case of a dispute between users regarding content published by one of them, it is the user's duty to get in contact with each other and to find a solution to their dispute. EuFoA is not expected to intervene, and will not intervene in that dispute resolution. EuFoA holds the right not to give any follow-up to the claim of a user that would be addressed to her, and without any responsibility.

## **9. COMPLAINTS**

- 9.1** Every claim/complaint of the User regarding the Website will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the User of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

## **10. UPDATES AND LANGUAGE VERSIONS**

- 10.1** EuFoA reserves the right, at any time and without prior notice, to change/update these Terms of Use, the Privacy Policy and the Cookie Policy, as well as the access to the Website and its content. These changes are binding for the User(s) each time the Website is visited. It is therefore recommended to consult them at every use of the Website ; the date of last modification is indicated at the top of these Terms of Use.
- 10.2** In case of differences between the language versions of these Terms of Use, the Privacy Policy and/or the Cookie Policy, the English version has priority.

## **11. VALIDITY OF CONTRACTUAL CLAUSES**

- 11.1** If EuFoA does not use / invoke one of the provisions of these Terms of Use for a period of time, this can not be interpreted in any way as a waiver to enforce these rights at a later date.
- 11.2** The nullity, invalidity or unenforceability of some of the provisions implies by no means the invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable is considered unwritten. EuFoA undertakes to replace this provision by another who, as far as possible, pursues the same goal.

## **12. APPLICABLE LAW AND COMPETENT COURT**

- 12.1** The validity, interpretation and / or execution of the Terms of Use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.
- 12.2** In the event of a dispute concerning the validity, interpretation or implementation of the Terms of Use, the courts of the judicial district of Brussels are exclusively competent.
- 12.3** Before launching legal proceedings, the User and EuFoA will aim to resolve the dispute amicably. That is why they will first contact each others, and if appropriate and necessary, reach out for mediation, arbitration or any other alternative dispute resolution method.