

## **General Terms of Use – ACC CommCareers Website**

This website is operated by ASSOCIATION OF COMMUNICATION COMPANIES, with company number BE0451546876 and having its principal seat at Sint-Huibrechtsstraat 17 , 1150 Sint-Pieters-Woluwe, Belgium, RPR Brussels (Dutch chambers).

### **1. Acceptance of the Terms of Use**

This disclaimer is applicable to your use of the website <https://commcareers.be> and to all information that is displayed by means of this website. By consulting or otherwise making any use of the website or any of its subdomains, you irrevocably and unconditionally accept the application of the current terms and conditions. We reserve the right to change the terms of the current disclaimer at any time, without providing notice thereof to you. You must ensure to consult the most current version hereof, each time you access the website.

### **2. Content and Intellectual Property Rights**

The content of this website, including all brands, logo's, pictures, photo's, images, texts, etc. are owned by ACC or third parties, and are protected by intellectual- and other proprietary rights.

You may only copy, share, disclose, amend, publish or otherwise use the content of this website with the prior and express permission from ACC and mentioning its source, and/or to the extent needed to consult the content of this website for normal private use.

We may at any time change, or remove any content of this website without providing prior notice. Nothing on this website can be considered as forming a binding offer from ACC. In its sole discretion, ACC or its licensors may seek to enforce their intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

### **3. User conduct**

The website may provide you with an opportunity to interact with others and share your thoughts, information, and materials. We expect all of the users to be respectful of others. If you notice any violation of the present Terms of Use or other unacceptable conduct by any user, you should contact us through the email address specified below.

You are solely responsible for the content, information, and other materials that upload on the website, or transmit to other users (including, but not limited to, creative ideas, suggestions, and feedback/information on the ACC CommCareer website) and agree that you will not hold us responsible or liable for any content, information, or materials from other users that you access on the website.

Categories of prohibited content listed below are merely examples and are not intended to be exhaustive. Without limitation, you agree that you will not post or transmit to other users any content that:

- is defamatory, abusive, obscene, profane, scandalous, inflammatory, pornographic, indecent, or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos, or other materials for which you do not have written authority from the owner of such materials to post on a Site);
- violates any party's right of publicity or right of privacy;

- is threatening, harassing, or that promotes bullying, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- is inaccurate, false, or misleading in any way;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to said work, or provides information to circumvent any security measure;
- contains "masked" profanity (i.e., D@&#);
- contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

We may review, edit, or delete content and materials that you or others send or post on the website, but are not obligated to do so.

You understand that when using the website, you will be exposed to content and materials from a variety of sources, and that ACC is not responsible for the accuracy, appropriateness, usefulness, safety, or intellectual property rights of or relating to such content and materials.

You may not use robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the website. In addition, you may not use any such automated means to manipulate the website or attempt to exceed the limited authorization and access granted to you under these Terms of Use. You may not resell the use of, or access to, the website to any third party.

#### **4. Ownership of content uploaded on the website**

It is possible that you upload, post, submit, or transmit to the website, content that you generate for the purposes of using the ACC CommCareers website. Any such content that you upload, post, submit or transmit is and will be deemed and treated as non-confidential and non-proprietary by ACC. Such content, upon being transmitted to ACC, shall immediately become the property of ACC and ACC shall exclusively now and hereinafter own all rights, title, and interest therein (subject to any third-party rights). In addition, ACC shall be free to use the such content, without restriction, for any purpose whatsoever (subject to any third-party rights), including, but not limited to, developing, advertising, promoting, and marketing products, without compensation, other obligation or any other liability to you, and shall further be entitled to reproduce, disclose, transmit, publish, broadcast, or post in any medium, or edit, modify or delete all or any part of any such content. ACC shall not be liable for disclosure of such content or for any similarities in the content and any future ACC uses or activities.

#### **5. Links to other websites**

The website may contain links to other websites that are not owned, operated, or maintained by us. Please consider this when leaving the website and we strongly recommend reading the terms and conditions and privacy policies of each and every website that you visit. Despite any links that might be displayed on our website, we do not control, recommend, or endorse and are not affiliated with these websites or their content, products, services, or privacy policies. Visiting any third party site is at your own risk.

#### **6. Disclaimer of Warranties and exclusion of liabilities**

Using this website is at your own risk. We will not accept any claims or liability for the incorrectness, incompleteness or other characteristics of the information accessible by means of this website.

We do not guarantee good or uninterrupted functioning of the current website. We take reasonable measures to avoid that viruses are distributed by means of our website or the content thereof, but cannot guarantee that this never occurs. We are not liable for any damages that would be incurred in that context.

We disclaim any and all liability for damages incurred in the context of the use of this website or any information accessible through it. To the extent such exclusion would not be valid pursuant to applicable law, our aggregate liability will in any case be limited to a maximum amount of five hundred Euros (€ 500,00).

## **7. Indemnity**

By using the website, you agree to defend, indemnify, and hold harmless ACC, its officers, directors, employees, parent, subsidiaries, affiliates, business partners, website developer, representatives, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, reasonable attorney's fees and costs) arising from: (i) any breach by you of any of these Terms of Use, (ii) any Submission or content you generate (including, but not limited to, claims for infringement of copyright, trademark, trade secret or other intellectual property rights of a third party, right of publicity, right of privacy, or defamation), (iii) your use of any content or features available on or through the website, (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject, and (v) any other matter regarding the website, your access and use of it.

You agree to use best efforts to cooperate with us in the defence of any such matter. We reserve the right, at your expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

## **8. Governing laws and competent courts**

The use of this website is subject to Belgian laws. The courts of Brussels capital (Dutch chambers) will have sole jurisdiction.

## **9. Severability**

If any term or provision of these Terms of Use shall be held or declared to be invalid, illegal or unenforceable for any reason by any rule of law or public policy, such provision shall be severed to the extent invalid or unenforceable and the remaining provisions shall continue in full force and effect.

## **10. Remedies**

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

## **11. Contact information**

Should you have any questions or comments regarding the Sites or these Terms of Use, you may contact us at [info@accbelgium.be](mailto:info@accbelgium.be).