

# LEGAL NOTICE

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## GENERAL CONDITIONS OF ACCESS AND USE OF THE WSBI-ESBG ONLINE COMMUNITY

### I. PURPOSE OF THESE CONDITIONS

The purpose of this document is to set out the terms and conditions under which WSBI-ESBG, registered in the region of Brussels (Belgium), allows access to and use of the WSBI-ESBG Online Community via the URL [www.wsbi-esbg-forum.org](http://www.wsbi-esbg-forum.org).

WSBI-ESBG is the administrator of the WSBI-ESBG Online Community.

WSBI-ESBG reserves the right to modify these conditions unilaterally and at any time subject to notice published on the domain, [www.wsbi-esbg-forum.org](http://www.wsbi-esbg-forum.org) at least 15 calendar days prior to the date on which the amendments shall take effect. The new conditions shall be applicable from that time for all Users who have not cancelled their registration by that date.

### II. OBJECT OF THE WSBI-ESBG ONLINE COMMUNITY

WSBI-ESBG Online Community is a virtual community aimed at employees of member organisations or associate members of the WSBI-ESBG or companies, entities and organisations that collaborate with it. It provides a space in which they can communicate with one another and which allows its users to share ideas, business opportunities, contacts and projects, and to enjoy certain benefits and commercial advantages.

Users of the community may use and share information relating to the ends of the online community, subject to the terms and conditions established in these conditions of access to and use of the WSBI-ESBG Online Community (“Conditions of Use”).

The object of WSBI-ESBG Online Community expressly excludes the conclusion of agreements or pre-agreements between the Users of the community or in turn between these and third parties, or to realise acts to prepare, execute or develop, and follow up and monitor any type of agreement or pre-agreement. WSBI-ESBG is exempt from any responsibility for the suppression of any content relating to the aforementioned acts.

#### i) **WSBI-ESBG Online Community Public Section. Functions.**

This section of the platform is aimed at those legal entities that are members of WSBI-ESBG or hold the position of associate member and wish to participate in the community (the “Users”).

A User may register in this section via email invitation and make use of the platform once the registration process has been completed. The Users may also interact with other Users via the groups to which they have been invited.

#### ii) **WSBI-ESBG Online Community Forum Section. Functions.**

This section of the platform is aimed at natural persons who have been invited to join one or more groups (Users). It includes all the groups created by WSBI-ESBG or by the companies, entities and organisations that are associated or collaborate with WSBI-ESBG, provided that WSBI-ESBG has previously and expressly authorised their access to the platform. The groups shall appear in this section for the Users belonging to them.

Each User shall be able to see solely those groups to which he or she has been invited by the Community Administrator.

In the group each User shall see a board with the content created by the Community Manager of the group (publications, images, documents, etc), and will be able to comment on it and access the documentation shared by head of the group. In the group the User may also access a complete list of the Users who have been invited to and are registered in the group, send messages to other Users of WSBI-ESBG Online Community via the community's private messenger service, access certain areas or platforms dedicated to particular subjects and use different applications and tools.

The Community Administrator that sends the invitation shall have the consent of the person whose personal data (name, surname and email) have been disclosed in order to able to handle this information.

**iii) WSBI-ESBG Online Community Benefits**

This section is aimed at all Users registered in WSBI-ESBG Online Community Online Community. In this section Users may access business agreements offered by WSBI-ESBG or the industry association to which they belong.

**iv) WSBI-ESBG Online Community Calendar**

This section is aimed at all Users registered in WSBI-ESBG Online Community. In this section, Users shall be able to see the activities organised and disseminated by WSBI-ESBG or the industry association to which they belong.

**v) WSBI-ESBG Online Community Profile of Users**

This section is aimed at all Users registered in WSBI-ESBG Online Community. In this section Users may access, visualise and edit the personal data in their profile.

**III. REGISTRATION AND ACCESS OF USERS TO THE WSBI-ESBG ONLINE COMMUNITY**

**i) Registration of Users (General Section).**

The category of Users to the of WSBI-ESBG Online Community shall be reserved to employees of member organisations or associate members of the WSBI-ESBG or companies, entities and organisations that collaborate with WSBI-ESBG, it, who register as such via the form provided for this purpose. They will be able to access this form via the invitation email generated for each group.

To obtain the status of User of the online community network, the Conditions of Use of the WSBI-ESBG Online Community contained in this document must be accepted, as must any Special Conditions and instructions that WSBI-ESBG may establish. From the time of acceptance, the User assumes, in its own name, the obligations and responsibilities that derive from these Conditions of Use.

**ii) Registration of Users (Group).**

Membership of a Group is reserved for Users who register as such via the form provided for this purpose in the invitation email.

The invitation shall be issued by the Community Administrator, who shall have the consent of the person whose personal data (name, surname and email) have been disclosed in order to be able to handle this information.

To join a Group, the Conditions of Use of the WSBI-ESBG Online Community contained in this document must be accepted, as must any Special Conditions and instructions that WSBI-ESBG may establish. From the time of acceptance, the User assumes, in its own name, the obligations and responsibilities that derive from these Conditions of Use.

**iii) Conditions of access.**

In order to access the WSBI-ESBG Online Community, the registered User shall create, during the registration process, a personal and non-transferable password that he/she will be able to change.

On no account will they be able to choose an identifier and/or password that are already registered, or use rude or offensive words or expressions or any terms that match brands, trades names, shop names, company names, advertising statements or any other name or expression whose use is not authorised in advance or which is against the law, morality or good conduct and practice.

Users of WSBI-ESBG Online Community undertake to keep their identifier and password secret nor to disclose them to third parties, whereby they shall take the precautions necessary to prevent them becoming known by third parties. As soon as a User suspects or is certain that a third party has found out its password, the User shall inform WSBI-ESBG thereof without delay and, to the extent possible, change its passwords. Until such notification is made, Users of WSBI-ESBG Online Community shall assume responsibility and be liable to WSBI-ESBG, the rest of the Users of WSBI-ESBG Online Community and to third parties for the consequences resulting from the access and use of WSBI-ESBG Online Community by third parties who identify themselves using the identity code and password of Users of WSBI-ESBG Online Community.

**IV. CONDITIONS OF USE OF THE WSBI-ESBG ONLINE COMMUNITY**

**i) Incorporation of content in the WSBI-ESBG Online Community**

- a) For the purposes of these Conditions of Use, an item of information or content shall be deemed incorporated in WSBI-ESBG Online Community when this is reproduced, distributed, transformed, communicated or made publicly available via the community's administration platform.

All Users of a group may create and upload content or initiate conversations in WSBI-ESBG Online Community.

- b) Users in charge of a group on WSBI-ESBG Online Community who have the resources and equipment necessary may incorporate in the places provided on WSBI-ESBG Online Community their trading name and corporate image or any other distinctive sign to which they hold the industrial or intellectual property rights, as well as information and content relating to their professional activity and products and services. In addition, they may insert their URL and email address in order to create a direct link from WSBI-ESBG Online Community to their webpage.

In order to administer the online community, Users of WSBI-ESBG Online Community grant to WSBI-ESBG a non-exclusive, free licence applicable worldwide to use, reproduce, communicate publicly or make available and transform the incorporated content and information. This licence shall come to an end subject to the terms established in condition TEN "Deregistration of Users of WSBI-ESBG Online Community" when a User of WSBI-ESBG Online Community cancels its registration in the community for any reason whatsoever. Each User of WSBI-ESBG Online Community may incorporate the warnings it considers necessary regarding the

reservation of rights and restrictions of use of content by users and third parties and which properly reflect its rights.

- c) All Users can publish content and information on the discussion board. Users of WSBI-ESBG Online Community may comment on the content published on WSBI-ESBG Online Community in the places specifically provided for this purpose in each group to which they belong in the WSBI-ESBG Online Community.

In any event, the incorporation of content in the WSBI-ESBG Online Community by all Users of WSBI-ESBG Online Community shall be in accordance with the following rules so that the use of resources offered is compatible with the objectives of the community and, at the same time, is not offensive to the rest of Users of WSBI-ESBG Online Community or third parties:

- The content incorporated in the community shall be related to its purposes and goals.
  - It is expressly prohibited to incorporate content that:
    - is contrary to the law, morality, good conduct and practice, the established public order or which pursues illicit or prohibited ends or which could harm the rights and interests of third parties;
    - without being covered under the previous point, could be considered a defamatory, degrading or simply careless treatment of individuals or institutions; or could in any way be identified with cases of discrimination of individuals by virtue of their birth, race, ethnic origin, sex, religion, opinion or any other personal or social circumstances;
    - questions or throws into doubt the good name, professionalism, or social reputation of the activities carried out by WSBI-ESBG and/or its members;
    - alludes to gambling or betting in online environments, pornography, sex shops and erotic products, erotic telephone services, prostitution or brothels, tarot, clairvoyance, esotericism, the manufacture, cultivation and sale of pharmaceutical products, healthcare or vitamin substances, toxic drugs, narcotics or psychotropic substances;
    - is related to the home or private environment of Users of WSBI-ESBG Online Community.
- d) To incorporate content in the online community, Users of WSBI-ESBG Online Community must have the necessary licences or rights thereto and at the same time comply with the legal prerequisites required in each case. In particular, they shall ensure compliance with the statutory regulations governing intellectual property, industrial property, the protection of honour, individual and family privacy and one's own image, and personal data.

Without prejudice to the provisions of condition IX .ii) "Liability of Users of WSBI-ESBG Online Community", it shall be the responsibility of the User of WSBI-ESBG Online Community who incorporates a particular content to check in each case that it has the necessary licences and rights thereto or complies with the applicable legislation.

- e) The provisions set out in the preceding points of this condition shall be applied to content that can be accessed from the links or hyperlinks to other webpages inserted in the intranet of the online community.
- f) Users of WSBI-ESBG Online Community shall notify without delay the presence in WSBI-ESBG Online Community of any content infringing the provisions set out in the Conditions of Use as soon as they become aware of such content, by using the option for reporting inappropriate content provided for this purpose in the environment of the community and, when the Conditions of Use allow them to do so, proceed to remove such content.

**ii) Use of technological resources, information and content integrated or incorporated in the virtual community by Users of WSBI-ESBG ONLINE COMMUNITY**

All Users of WSBI-ESBG Online Community are prohibited from using technological resources, information and content integrated or incorporated in the WSBI-ESBG Online Community outside of the environment of the virtual community or for ends not covered by its object as defined in condition "II. OBJECT OF THE WSBI-ESBG ONLINE COMMUNITY".

This prohibition includes but is not limited to:

- a) the reproduction, distribution, transformation and communication or making available to the public beyond the environment of WSBI-ESBG Online Community of such information and content when these have been incorporated by other Users of WSBI-ESBG Online Community, or by WSBI-ESBG, unless they have the explicit consent of the User of WSBI-ESBG Online Community who holds the rights thereto or of WSBI-ESBG, as the case may be;
- b) the use of information and content aimed at direct sale or other commercial ends to send unsolicited messages, or messages which have not been consented to, aimed at a multitude of persons irrespective of their purpose, or to prepare distribution lists based on such information for one's own promotional and commercial campaigns or those of third parties, except for the cases envisaged in condition "VII. ADVERTISING OF PRODUCTS AND SERVICES OF WSBI-ESBG".
- c) the suppression and manipulation of brands, images, commercial names or any other distinctive sign and other identifying data to which WSBI-ESBG and the companies hold rights of intellectual or industrial property, or which are protected by any other rights, technical measures or protection mechanisms;
- d) the decompilation or realisation of reverse engineering in respect of the applications, programmes or databases integrated in the online community;
- e) the use of technological resources integrated in the virtual community in a way that may harm, make unusable, overload or cause deterioration to the virtual community or prevent the normal use of WSBI-ESBG Online Community by its Users;
- f) the collection or storage of personal information of other Users of WSBI-ESBG Online Community or of third parties, or the communication to third parties, regardless of the purpose, of personal data of other Users of WSBI-ESBG Online Community, without prejudice to the provisions of condition "VI. PROTECTION OF PERSONAL DATA". In particular, User Members of WSBI-ESBG Online Community shall not harass or annoy other Users of WSBI-ESBG Online Community or third parties.

## **V. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The intellectual and industrial property rights to the technological platform, the technical instruments, IT systems and content of WSBI-ESBG Online Community (databases, information, images, design, graphics, formats and codes in any programming language) belong to WSBI-ESBG by virtue of being its property or for having previously obtained the necessary authorisations, permits or licences from their legal holders. Consequently, their reproduction, distribution, public communication and transformation are prohibited without its express consent. Similarly, any kind of use whatsoever of trade names, brands or distinctive signs of any type owned by WSBI-ESBG or those duly licensed by it from third parties is prohibited without its express consent. Registration as a User of WSBI-ESBG Online Community in WSBI-ESBG Online Community does not grant any other right than that to use the platform in accordance with these conditions of use, without this meaning that any other right not expressly contemplated in the texts referred to is granted to the companies and users.

### **i) Intellectual and industrial property of the content**

With regard to any content it has contributed to the community, each User of WSBI-ESBG Online Community declares and warrants to WSBI-ESBG that:

- such content belongs to it and therefore it has all the rights of exploitation; or that it has the necessary authorisations or licences from their holders allowing it to reproduce, distribute and communicate this content to the public.
- in the event that the content contains distinctive signs, brands or trade names, it has the relevant authorisation or licence from the owner of the brand allowing its reproduction, distribution and communication to the public by third parties.

The User of WSBI-ESBG Online Community shall have at all times the entitlement that demonstrates ownership of the distinctive sign, brand or trade name or its status as licensee thereof to present to WSBI-ESBG, who may request it at any time.

The User of WSBI-ESBG Online Community shall indemnify WSBI-ESBG against any claim by third parties, regardless of whether made through the courts or extrajudicially, caused by a violation of intellectual property rights or because the rights of third parties have been affected or harmed, such as, including but limited to, the right to honour, privacy or one's own image, the right to intellectual property or the right to industrial property. Similarly, the User shall indemnify WSBI-ESBG against any claim by third parties or damage of any kind relating to the infringement of the rights of brand or trade name regarding distinctive signs, brands or trade names.

When publishing content, the User of WSBI-ESBG Online Community grants WSBI-ESBG a licence to the intellectual property rights that it may be entitled to. This licence is not exclusive and covers the totality of rights and forms of exploitation of such content (including but not limited to the reproduction, distribution, public communication and transformation, by any means and in any form or medium, tangible or intangible, expressly including the internet) by everyone and during its entire legal existence, without receiving any remuneration in return.

## **VI. PROTECTION OF PERSONAL DATA.**

You should read, understand and accept the rules regarding the protection of personal data set forth in this section.

If you are not sure that you have understood the scope of these rules or if you do not wish to authorise the use of your personal data described in this clause VI and the following clause VII, you should not complete the registration process or, as the case may be, if you are already registered, you should cancel your registration as a User.

In accordance with the provisions of the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data, and its implementing regulations, the sending of the form that includes personal data under the objective scope of the legislation on data protection presupposes the consent of Users of WSBI-ESBG Online Community to the incorporation by WSBI-ESBG of these personal data in files owned by it, for which it is responsible, with a view to administering registration and participation in this community. It shall be necessary to complete these data in order to join the community.

### **i) Personal data associated with your Public Profile**

You should know that certain personal data that you provide to us during the process of joining and registering in the community shall become part of your Public Profile so that any user of the community shall be able to access these data and send you messages or other content (e.g. photos, multimedia files, links to other web pages) via the community's different messaging tools. You understand and acknowledge that you are fully aware and responsible for the consequences that may result from sharing this information and you agree that WSBI-ESBG shall not be liable and shall be indemnified against any liability derived from these actions.

Regarding the personal data that comprise your Public Profile, in the case of Users, data relating to name, surname, position, company, business telephone and email, experience, education and skills.

These data will be shown in the community from the time you join and for as long as you continue as a User of WSBI-ESBG Online Community, which means that by accepting these Conditions of Use, you expressly authorise us to make available these personal data to the rest of the Users of WSBI-ESBG Online Community on the terms set out in these Conditions.

The rest of the personal data that you may associate with your "Public Profile" shall be published, amended or deleted in accordance with your declared preferences at all times.

### **ii) Public nature of actions carried out within WSBI-ESBG Online Community**

Unless otherwise stated in the community itself, the different actions carried out by Users of WSBI-ESBG Online Community, such as, for example, the incorporation of content or the publication of comments, shall be public and accessible by Users of WSBI-ESBG Online Community.

### **iii) Other rules relating to the privacy of your personal data**

No one outside WSBI-ESBG Online Community shall have access to personal data or to the content you incorporate, unless an order from the competent administrative or judicial authority expressly authorises or orders this.

### **iv) Exercise of the rights of access, correction, cancellation and challenge**

User Members of WSBI-ESBG Online Community may send their communications and exercise their rights of access, correction, cancellation and challenge regarding the treatment of their data, by

writing to WSBI-ESBG, [Rue Marie-Thérèse 11 – 1000 Bruxelles] indicating their name and surname.

## **VII. ADVERTISING OF PRODUCTS AND SERVICES OF WSBI-ESBG**

In the spaces provided for this purpose in the virtual community, WSBI-ESBG shall make available to Users of WSBI-ESBG Online Community advertising and commercial information about its products and services and the products and services of its members or commercial agreements with them depending on the use and preferences you have expressed within the community.

By accepting these Conditions of Use, you expressly authorise us to show you these commercial communications within the WSBI-ESBG Online Community and/or the Groups to which you belong.

If you no longer wish to access or receive these communications within the WSBI-ESBG Online Community environment, you should be aware that you can no longer continue to be a member of the community.

The Community Administrator may include advertising and commercial information in the form of banners, which shall be seen solely by the members of each group and must always be validated by WSBI-ESBG, who shall reserve the right to refuse to publish the advertising or commercial information published by those in charge of a group if it considers that it does not meet the rules or is inappropriate, disadvantageous or undesirable.

The Community Administrator observe the community's rules of conduct when publishing this type of content and may not publish advertising or commercial information from any company or product or service of a company that is a competitor of any of the member organisations of WSBI-ESBG.

## **VIII. BREACH OF THE CONDITIONS OF USE**

WSBI-ESBG may adopt the rules and security measures it considers necessary at any time to ensure that access and participation by Users de WSBI-ESBG Online Community occurs in accordance with the Conditions of Use and subject to the rules in force at the time.

WSBI-ESBG may request Users of WSBI-ESBG Online Community at any time to provide the information and documents it considers necessary to verify compliance with any of the Conditions of Use.

Without having to fulfil or realise any prior measure or communication, WSBI-ESBG may at any time:

- temporarily block or permanently withdraw the information and content incorporated in the online community when it suspects or is certain that this may infringe the conditions of use or the applicable statutory provisions;
- restrict or suspend the participation in the community of any User of WSBI-ESBG Online Community, including permanently expel that User, in the event of a breach of any of the Conditions of Use or the applicable statutory provisions.

## **IX. LIABILITY**



**i) Liability of WSBI-ESBG**

- a) For the administration of the WSBI-ESBG Online Community. WSBI-ESBG shall only be liable for damage effectively and directly caused by the administrator of WSBI-ESBG Online Community without including any case of compensation for loss of earnings.

WSBI-ESBG shall not be liable for damage caused:

- in the computers, systems or programmes of companies and users, including modifications, alterations or loss of information and data resulting from the transmission of any signal to such computers or from errors in the security of WSBI-ESBG Online Community not attributable to WSBI-ESBG or to those working with it in the provision and operability of WSBI-ESBG Online Community;
- by negligence in the use and safekeeping of the password or its mismanagement by its user, including damage for unauthorised use by third parties;
- by interference, omissions, interruptions, computer viruses, telecommunication breakdowns or disconnections in the operating functioning of this electronic system due to causes not attributable to WSBI-ESBG or those working with it in the provision and operability of WSBI-ESBG Online Community;
- by delays or blockages in the use of the electronic system caused by deficiencies or overloads of the telephone lines or overloads in WSBI-ESBG's data processing centre or in the telecommunications networks, as well as damage that may be caused by third parties as a result of unlawful interference beyond WSBI-ESBG's control;
- by force majeure.

- b) For the information and content incorporated in the online community.

WSBI-ESBG shall be exempt from all liability for information and content incorporated by companies and users in the WSBI-ESBG Online Community and for the use made thereof by companies and users or third parties outside the community. In particular, WSBI-ESBG shall not be liable for:

- any damage that may be incurred by a company or user as a result of errors, defects or omissions in information originating from other members or users or from other external sources facilitated by WSBI-ESBG;
- the misuse of content of WSBI-ESBG Online Community, which shall be the exclusive responsibility of the person accessing that content.

**ii) Liability of Users of WSBI-ESBG Online Community**

Each User of WSBI-ESBG Online Community shall be liable for damage caused to WSBI-ESBG, other users of the community and third parties due to the breach of any of the Conditions of Use. In particular, each User of WSBI-ESBG Online Community shall be liable for the information and content that it may incorporate in the online community.

Without prejudice thereto, the User of WSBI-ESBG Online Community shall be liable for the damage caused by breaches of the Conditions of Use and the applicable legislation which are specifically attributable to it. In particular, the User of WSBI-ESBG Online Community shall be liable for the content that it has personally incorporated into the online community.

Users of WSBI-ESBG Online Community shall also ensure that their participation in the online community is subject to the applicable legislation, particularly as regards the regulatory provisions governing intellectual property, industrial property, advertising and commercial communications, protection of honour, individual and family privacy and one's own image and the protection of personal data. In this regard, the User of WSBI-ESBG Online Community shall indemnify WSBI-ESBG, authorising it to pass on to the User the amount of any type of indemnification, penalty and costs derived from claims by third parties or brought ex officio by the competent authority due to breach of the declarations and assurances set forth herein.

#### **X. DEREGISTRATION OF USERS OF WSBI-ESBG ONLINE COMMUNITY**

Access and use of WSBI-ESBG Online Community is of indefinite duration subject to the Conditions of Use.

At any time, the User of WSBI-ESBG Online Community may cancel its registration using the function provided in WSBI-ESBG Online Community without having to initiate any other step. Similarly, WSBI-ESBG may terminate the participation of a User of WSBI-ESBG Online Community in WSBI-ESBG Online Community without stating a reason, simply by giving advance notice of its decision by electronic means to the User of WSBI-ESBG Online Community a minimum of 15 days prior to the date on which the decision is meant to take effect.

The data referring to the User of WSBI-ESBG Online Community shall be blocked and be preserved solely for the purpose of any liabilities that, where applicable, may result for WSBI-ESBG due to the administration of the online community for the duration of the limitation period of these liabilities.