Terms of Use

Welcome to the A Discovering Network asbl (ADN)!

Below you will find the general terms and conditions governing the use of www.adiscoveringnetwork.eu and all of its sub domains.

Before you contribute in any way to the site you must accept and agree to abide by them.

Scope:

The member (corporate/individual)/ visitor is responsible to carefully read the Terms of Use below, prior to his/her accessing-visiting www.adiscoveringnetwork.eu site and before any use of the content and services provided there in. Members (corporate/individual) / visitors access to www.adiscoveringnetwork.eu site implies unreserved acceptance and commitment against the following, www.adiscoveringnetwork.eu as per the Terms of Use cited below.

In case the member (corporate/individual)/ visitor does not agree to the terms of use described below, then he/she must not proceed to the usage of the services and contents of www.adiscoveringnetwork.eu

1.Terms

A discovering Network ASBL reserves the right to unilaterally amend or renew the present terms and conditions in accordance with its needs and transactional ethics. **A discovering Network ASBL** undertakes the obligation to notify users on any amendments as well as any change, via this webpage. It is clarified that any change to the terms shall not affect memberships or any other content that are already exists.

2. Information & Services provided

the user of the web page <u>www.adiscoveringnetwork.eu</u> agrees and accepts the following terms of use, which are considered as material and which apply to its web pages, i.e. without limitation to their Content at times, including graphics, images, pictures and files contained in such web pages.

Definitions

<u>www.adiscoveringnetwork.eu</u> is a website on the Internet (World Wide Web). On certain pages access is allowed only to members who have obtained a personal subscriber-user password. Furthermore, <u>www.adiscoveringnetwork.eu</u> is an interactive bundle of online information and services for the subscribers-users.

Users who want to take advantage of the services provided on ADN Website have the option to register for a free membership ("visitor") who does not need to adhere to the ADN asbl membership rules or for a paid membership in ADN community membership ("individual Membership" or "corporate Membership") and agree at the statutes of the asbl.

<u>Corporate member</u>: means any individual or legal entity that has obtained one or more access passwords to **adiscoveringnetwork.eu** and is responsible for all passwords and the use of <u>www.adiscoveringnetwork.eu</u> by its users. The member has to abide to the conditions of membership provided by the statutes of the ADN asbl and memberships conditions.

<u>Individual member</u>: means the individual who has obtained one or more passwords to <u>www.adiscoveringnetwork.eu</u> of a subscriber, regardless the latter is aware of such use or not. However, the corporate and the individual members may be the same person. The member has to

abide to the conditions of membership provided by the statutes of the ADN asbl and memberships conditions.

Both individual and corporate members have the right of some services/rewards/benefits. Offers/benefits will be updated and varied.

<u>Benefits</u>: the ADN network gives the right to the members (individual and corporate) to use extra benefits according to subscription. The <u>www.adiscoveringnetwork.eu</u> website provides members (individual and corporate) after their registration to the ADN asbl Network benefits such as discounts, basket and tombola. The ADN aslb have the right to amend the benefits or to cancel benefits per case if a registration of a member (individual or corporate) is ended or cancelled. The ADN asbl has the right to give access to benefits to some visitors depending promotional periods or any other special cases.

<u>Visitor:</u> means the individual visiting web pages of the <u>www.adiscoveringnetwork.eu</u> website, which are accessible without a password.

<u>User:</u> means the individual who has enter <u>www.adiscoveringnetwork.eu</u> and can be either a corporate member individual member or a Visitor

Registration: In order to become a member of the **discovering Network ASBL**, it is necessary to register, i.e., first create an account on the **www.adiscoveringnetwork.eu** Website. The registration procedure comprises the following steps: create an account, the User is required to provide the following mandatory contact information: full name; email address; gender; date of birth; nationality; country and city of origin; street, postal code, and country of residence. In addition, the User must choose a password. By completing the registration procedures on the website, the user submits the application and contents to enter into this agreement to use the services. The ADN asbl will only confirm the membership once the registration conditions (application and membership fees) are fulfilled. The User's password and/or User name are never visible to any other User of the **discovering Network ASBL** or any third party at any time.

<u>PASSWORD:</u> means the password composed by numbers, and/or letters belonging to a corporate/individual member of <u>www.adiscoveringnetwork.eu</u> website and enabling access to all offered services. Passwords of each member are personal and not transferable. Simplified passwords can also be asked to access particular pages of the site that are dedicated to a particular targeted public, such as education project material. In this way some additional protection to material and interactive communications (forums) is provided.

Profile Information

After successful registration with the **discovering Network ASBL** the member (individual / corporate) may provide additional information about himself/herself (e.g., international experience, professional background, interests).

The user guarantees and represents that the information submitted to ADN for registration is complete and truthful. The user shall not use pseudonyms or nicknames. The user shall keep the user's profile up to date, in particular with regards to the user's email address. The user shall ensure that ADN can establish contact at all times with the user via the contact details provided by the user in the user's profile on the ADN Website.

ADN reserves the right to refuse registration of any user for any or no reason. The user hereby confirms that the user is of legal age at the time of registration (see below) and has not already registered with ADN, i.e., only maintains one (1) user account.

Discoveries: All users of the ADN have the ability to post inside the link of "YOUR DISCOVERIES" articles events and new ideas concerning the discovering Network. When posted inside the www.adiscoveringnetwork.eu webpage the authors of the articles and events are the only

responsible for the content and not the ADN. In case of faire use of external sources the ADN is not responsible for the illegal reproduction of the material. The copyright of the original content belongs to the author and it can only be reproduced from the AD Network after Author's permission.

Under Age

Children and minors (under the age of 18) are not eligible to use any of the **discovering Network ASBL** services and are therefore not allowed to submit any personal information to the Network. Parents and legal quardians are responsible for the protection of their children's privacy.

Liability of the corporate/individual member /Visitor.

The corporate / individual member /Visitor of the webpages and services of www.adiscoveringnetwork.eu assume liability for any damage caused to the **discovering Network ASBL** by misuse or unauthorized use of the respective services.

In particular, the member is in any case responsible for the protection of the all passwords registered under his/her name. Consequently, the member declares and warrants that he/she undertake liability towards www.adiscoveringnetwork.eu for any damage which may be caused to the Network by misuse or unauthorized –constituting a breach of contract or tort – use of the passwords, regardless of the identity of the user and regardless of whether the user has been registered for use of the password by the Subscriber of www.adiscoveringnetwork.eu Furthermore, the member agrees and accepts that the use of his/her password, or passwords at any time and hence his/her access to and use of www.adiscoveringnetwork.eu shall deemed, without any disproof being allowed, as being made by him/herself, and in case of an entity, by its legal representative.

Indemnity

The user shall indemnify and hold ADN harmless and not accountable for claims for breach of third-party rights for which the user is responsible or any damage which is caused by a breach of any contractual obligations by the user. In particular, the user shall indemnify and hold ADN guiltless and not accountable for claims by third parties resulting from any illegal acts by the user, in particular with respect to contents provided by the user infringing third-party rights or otherwise illegal content. In so far as such infringement of rights result in court proceedings, the user shall also bear the costs incurred by ADN as a result, in particular court and attorney costs.

Prices and Payment

The prices for the corporate Membership are set only from the **Discovering Network ASBL** and payments shall be done only by bank transfer by a bank account which only **the Discovering Network ASBL** can define. Any extra cost which might come up (bank fees or other expenses) the corporate and individual member is obliged to pay besides his/her membership.

The fee for the corporate member includes full access to all services of the **Discovering Network ASBL** and covers membership for 18 months. The **Discovering Network ASBL** reserves the right to amend the prices for future provisions of the services. Any Price amendments shall become effective one (1) month after due notice by the **Discovering Network ASBL** of The amendment via the user's email address or by placing a notice in the user's personal inbox On the **Discovering Network ASBL website**.

The corporate or individual member can terminate his/her membership by informing the **Discovering Network ASBL** via mail to info@adiscoveringnetwork.eu a month before the expiration otherwise the discovering will renew the membership automatically - An automatic email will be sent before the expiry of the membership.

3. Disclaimer of Liability

The content of www.adiscoveringnetwork.eu is provided "exactly as is" without any warranty of any kind, either expressed or implied in any way whatsoever. www.adiscoveringnetwork.eu disclaims all warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and condition for specific use. www.adiscoveringnetwork.eu declares that it will make all efforts necessary; however it cannot warrantee that the pages, services, options and content

shall be provided without interruptions and errors and that errors will be corrected. Furthermore, www.adiscoveringnetwork.eu cannot warrantee that the same or any other affiliated site or servers through which these are availed, are free of "viruses" or other damaging components. www.adiscoveringnetwork.eu does not provide any warranty regarding the accuracy, completeness or availability of the content, pages, services, options or their results. for any corrections or assistance shall be borne in all cases by the member(corporate/individual)/Visitor and not by www.adiscoveringnetwork.eu

The content and information included in **www.adiscoveringnetwork.eu** shall not be construed, in any case, as professional advice, or as a suggestion to take or not take any specific actions. In particular, the content and information included in **www.adiscoveringnetwork.eu** shall not be construed as a warranty for the increase of the volume of sales or turnover of the member (corporate/individual)/Visitor.

www.adiscoveringnetwork.eu undertakes the collection, processing and distribution of its content without however any guarantee with regards to the accuracy, completeness, sufficiency and, in general, the adequacy of such content, including the absence of errors. This applies in particular due to the particularly large volume and the participation of third parties (individuals or legal entities) during initial generation and collection of the said content. Therefore, members (corporate/individual)/Visitors of the Discovering Network ASBL, using the services on their own initiative, undertake responsibility for crosschecking the information provided with the sources. In any case, www.adiscoveringnetwork.eu reserves the right to monitor, correct or refuse to publish on its web pages any material sent by members (corporate/individual)/Visitors.

Links to other sites

www.adiscoveringnetwork.eu does not verify the availability, content, privacy policy, quality and completeness of the services of other websites and pages referred through "links", hyperlinks or advertising banners. Consequently, for any problem occurring during the visit/use of these sites, one should directly contact the relevant websites and pages, which are responsible for the provision of their services. The **Discovering Network ASBL** shall in no case be deemed to embrace or accept the contents or services of web sites and pages it refers or links to in any other way.

Links to www.adiscoveringnetwork.eu

Any links to www.adiscoveringnetwork.eu are only allowed to direct to the home page and not to the pages (which may be) protected by password, unless there is a contrary express agreement www.adiscoveringnetwork.eu and the entity performing such reference. Moreover, the "links" should only be created only via hyperlinks and not via images.

ADN reserves the right to modify the services or to offer services different from those offered at the time of the user's registration at any time unless this is unreasonable for the user. ADN shall give due notice of any amendments of services to the user via the user's email address or by placing a notice in the user's personal inbox on the ADN Website. The amendments to the Services shall be effective from that point in time unless the user objects within two (2) weeks after receipt of the said notice by sending a fax or letter to ADN, provided that ADN has explicitly informed the user about the consequences of such non-objection.

The user understands that it is technically impossible to offer or guarantee the 100% availability of the ADN Websites. ADN will make reasonable efforts to keep the ADN Websites available without unplanned interruption. However, maintenance, security or other planned actions, and/or events beyond ADN' reasonable control (e.g., disruptions in public communication networks, power failures), may cause temporary interruptions or other failures of the services.

Newsletters

The newsletters that the member (corporate/individual)/Visitor of the services of www.adiscoveringnetwork.eu may receive following his/her subscription in the mailing lists, constitute intellectual property of the Discovering Network ASBL and, consequently, are protected by the related provisions of the Belgian law and international conventions. www.adiscoveringnetwork.eu reserves the right not to register a person in the mailing lists, or to remove a person from such lists.

Forum/ posting

The members (corporate/individual)/ visitors do not have the right to use www.adiscoveringnetwork.eu and the Forum or areas where information can be send to paste any information that is or is likely to be, discriminatory, hateful, false, inaccurate, threatening, defamatory, abusive, obscene, indecent, seditious, offensive, pornographic, harassing, profane, sexually oriented, invasive of a person's privacy, liable to incite racial hatred, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, or which may cause annoyance or inconvenience or otherwise be a breach of the law. The members (corporate/individual)/ visitors should show respect and courtesy at all times to other users. They must not use copyrighted material inside www.adiscoveringnetwork.eu unless the copyright is owned by the members/visitors or they have obtained all necessary licenses and/or approvals.

The members (corporate/individual)/visitors must not make a posting in www.adiscoveringnetwork.eu that would be technically harmful (including, without limitation hacking, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software).

The members (corporate/individual)/visitors agree not to use the Forum for spamming. They will not cross post messages to more than one discussion or post off topic messages they also agree that they use of www.adiscoveringnetwork.eu. Forum at their own risk and that the **Discovering**Network ASBL is not responsible for any of the material posted unto the Forum.

Any posting only gives the views of the member (corporate (individual)) viritors of the posting and does not consider the posting and

Any posting only gives the views of the member (corporate/individual)/visitor of the posting and does not reflect necessarily the views of **Discovering Network ASBL** and therefore the member (corporate/individual)/visitor is the solely responsible for the content of the postings. Member (corporate/individual)/visitor should agree that the **Discovering Network ASBL** will remove any material it chooses entirely at its discretion and without prior consent of the author.

If a member (corporate/individual)/visitor consider any posting breaches these terms, please let the **Discovering Network ASBL** know by emailing us at info@adiscoveringnetwork.eu and the Network will try to remove the postings within a reasonable time. If the **Discovering Network ASBL** determine removal is necessary, the removal will be manual so may not take place immediately. The **Discovering Network ASBL** reserves the right for member (corporate/individual)/visitor to cancel the right to use the Forum at its sole discretion.

The **Discovering Network ASBL** is solely transmitter information and is not responsible for the content provided by forum users.

4. Copyright

www.adiscoveringnetwork.eu webpage is the official web site of the **Discovering Network ASBL**. All content of the webpages uploaded by the **Discovering Network ASBL** including images, graphics, pictures, drawings, texts, offered services and products shall be intellectual property of and protected by the relevant provisions of Belgian Law, European law and international conventions.

Any copying, analogue/digital recording and mechanical reproduction, distribution, transmission, downloading, modification, resale, creation of derivative works, or misleading the public regarding the actual provider of the content of websites is prohibited. Any reproduction, reissue, downloading, posting, distribution or transmission or any other use of the Content in any manner, or by any means, for commercial or other purposes shall only be allowed upon prior written approval by the **Discovering Network ASBL** or any other lawful holder of the above copyrights.

The names, images, logos and distinctive marks representing the **Discovering Network ASBL** and/or its online services, and/or third parties affiliated to them. In any case, their display and report on www.adiscoveringnetwork.eu web pages should in no way be construed as a transfer or license or right to use them.

5. User Obligations

The users of www.adiscoveringnetwork.eu web page accept that they shall not use the page or the online services of the Discovering Network ASBL for the transmission, publication, e-mail or other communication of any Content that is illegal, harmful, threatening, offensive, libellous, inappropriate, obscene, constitutes violation of third parties privacy, demonstrates empathy, expresses racial, national or other discrimination, may lead to damages to minors in any way, is not allowed to be published in accordance with the law or the contractual or administrative relations (such as internal information, property and private information acquired or released in the process of business relations, or covered by non-disclosure agreements), content that violates any patent, trade mark, commercial secrete, copyright or other third party property right, contains software viruses or any other code, files or programs designed to interrupt, damage, destroy, or obstruct the operation of any computer software or hardware, which intentionally or not violates the applicable Greek and communal legislations and their provisions, may harass third parties in any way, including all contents used for the collection or storage of users' personal data.

6. Security

the **Discovering Network ASBL** acknowledges the importance of the protection your personal data and your online transactions and services and employs all necessary measures using the most modern and state of the art methods in order to ensure maximum security. All information related to your personal information and your transactions are secure and confidential.

7. Personal Data Protection

When visiting the pages of www.adiscoveringnetwork.eu you may be required to provide personal information about you (name, last name, profession, address, email address, etc.) generally relating to membership processing. Any personal data stated anywhere on the pages and services of www.adiscoveringnetwork.eu websites, are filed exclusively for your transactions, your communication with us, the improvement of the services provided and the assurance of the operation of the respective service, and are not allowed to be used by any third party (unless when provisioned by the Law and solely and exclusively by the competent authorities).

In any case, the **Discovering Network ASBL** employees who have access to your personal information are specific and unauthorized persons access to your personal data is prohibited. All reasonable measures to secure your data are employed. For any question, or suggestion, or statement relating to these matters please contact us at info@adiscoveringnetwork.eu The user has the right to receive information or refuse further processing of his/her data at any time in accordance with the legislation for the protection of personal data.

The Discovering **Network ASBL** uses personal data solely to provide the User with the Network services.

Discovering Network ASBL will never rent, sell, or otherwise provide Personal Data to any third party for advertising or for marketing purposes without the User's consent.