



General Terms and Conditions

Status as of March/22/2011

Preamble

The mission of My-Europa is to connect the Europe's professionals, individuals and students to enable them to be more productive and successful. We work to fulfill this mission by helping you, your connections, and millions of other professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, use cloud project management tools and make decisions in a network of trusted relationships and groups. Being part of My-Europa means sharing information about yourself with other professionals, individuals, students and communicating with them, as well as working privately on your own. By default, your account is set up to share the information that we have found the vast majority of our Users are interested in sharing. But the amount and type of information you decide to share, and with whom you share it, is up to you. *Information about yourself that you are willing/decide to share.* Those are the information that your connections, other professionals, and companies will know about you. They include your profile and your contributions to discussions that My-Europa may offer.

You have complete control over what you share and you can update information at any time.

Communication

My-Europa facilitates your communication with connections and other professionals. Some of this is one-to-one, some of it is in groups, and some of it is public discussion.

Users decide type of communication with individuals or in groups.

Private activity

My-Europa also provides tools that can be used privately (for example, searching, or adding notes to your connections information, using cloud project management tool, managing projects etc.) **These actions and information are not share or distribute to others on the website.**

My-Europa is managed by European Project Association ASBL situated in Boulevard de l'Empereur, n°24, Brussels, 1000, Belgium. The **General Terms and Conditions** (hereinafter referred to as "**GTC**") shall apply to all contracts between users and EPA.

The users assume an obligation towards EPA to comply with and properly execute these Terms and Conditions



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1. Definitions

- a. By "My-Europa", it is meant the features and services available on a) our website at www.my-europa.eu and any other My-Europa branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the like button, the share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
- b. By "Platform", it is meant a set of tools and services that enable others, including application developers and website operators, to retrieve data from My-Europa or provide data to us.
- c. By "information", it is meant facts and other information about you, including actions you take.
- d. By "content", it is meant anything you shall post on My-Europa that would not be included in the definition of "information."
- e. By "data", it is meant content and information that third parties can retrieve from My-Europa or provide to My-Europa through the Platform.
- f. By "post", it is meant post on My-Europa or otherwise it is made available to us (such as by using an application).
- g. By "use", it is meant use, copy, publicly, perform or display, distribute, modify, translate and create derivative works of.
- h. By "active registered user," it is meant a user who has logged into My-Europa at least once in the previous 30 days.
- i. By "application", it is meant any application or website that uses or accesses to the Platform, as well as anything else that receives or has received data from us. If you no longer access to the Platform but you have not cancelled your account and your data, the term application will apply until you delete the data from the Platform.

2. User contract



Subject matter of the contract

This contract shall regulate access to the online Platform of EPA for the purposes described in the preamble of these GTC, where users are able to register themselves and to benefits from the services that the online platform may propose. The subject matter of this Agreement shall exclude third party services/applications embedded in the platform (e.g. payment processing services). A separate contractual relationship shall be established with such third parties (commercial and non-commercial applications).

Conclusion of contract

The user concludes a contract with EPA by way of the online registration procedure and upon using the activation link in the verification E-mail sent by EPA.

Membership and fees

Access to the online Platform may be free or subjected to payment. The free access or the subjection to payment shall be organized by the different type of membership. The service fee guarantees the access to the services for the duration of 12 months if following service contracts are agreed upon.

Eligible users

All users must be persons of legal capacity, who are at least 18 years of age. Solely eligible to conclude contracts with EPA are those contractors, i.e. natural or legal persons or legally constituted partnerships, who act in an independent professional or business capacity when concluding legal transactions.

3. Service contracts

Contract parties

The creation and negotiation of projects, the related contract conclusion and the fulfillment of the contract are solely the responsibility of the participating users. The users are also responsible for ensuring that the projects are in accordance with Belgian law and the law of the respective users. Users shall negotiate their projects independently with each other.

Formation of service contracts

The service contract is concluded when the users successfully complete the registration procedure.

4. Access to My-Europa Platform



Account and profile

Users are required to create an account in order to be able to create a profile and access to the online Platform. Each user may have a maximum of one account. Use of the online Platform is only possible if the mandatory information is provided. Users are obliged, inter alia, to specify a username and a password ("**login data**"). In addition, users must provide a valid E-mail address, which shall simultaneously serve as the means of communication between the user and EPA.

Profile data and updates

The user assures that the data used for the creation of his/her account and profile are reliable, accurate and complete. If a user's profile data has changed, the user is obliged to immediately update his/her profile on the online Platform.

Confidential processing of login data

The user is obliged to handle his/her login data with care, to process it confidentially and to prevent abuse of the login data by third parties. In particular, this means that login data must be protected against unauthorized disclosure, alteration, unauthorized access or attacks, regardless of their kind.

Binding user account

The account is bound to users and may not be disclosed to third parties without the explicit consent of EPA. Similarly, unless explicitly approval by EPA, users are not authorized to allow third parties to access their accounts by using their login data.

Data backup

Users are strongly advised to perform daily backups of all data (e.g. profile data, project descriptions, offers etc.) related to their use of the content on the Platform to such extent as is necessary.

5. Right of cancellation for consumers

A user may revoke his/her contractual statement in writing (e.g. by letter, fax or e-mail) within 7 days to retract without stating a reason and paying any penalty according to the article 79 of the Law from 14th July 1991 on "les pratiques commerciales" (LPC) and the article 10 of the law of 11th March 2003 on "loi sur le commerce électronique". However, after the contract conclusion, EPA shall not refund the registration fee.

The notice must be sent to :

European Project Association ASBL, Boulevard de l'Empereur, 24, 1000 Bruxelles, Belgium.



6. Use of the online Platform

Obligation for the observance of legal requirements

Users can take advantage of various services when using the online Platform. This includes, e.g. the function to send messages to other users and the possibility to design one's own content, in particular, content related to projects and service contracts (e.g. pictures, texts). The user is obliged to observe applicable law while using the online Platform (including, in particular, criminal, competition and youth protection law) and not to violate the rights of third parties (in particular trademark rights, copyrights, personal rights and data protection rights). In particular, this also means that the user may not send advertising messages (spam messages in particular) without the consent of the recipient. If the content set up by the user includes hyperlinks to websites of third parties, the user shall ensure that he is authorized to use these hyperlinks and that the websites to which a link is established are compliant with applicable law and the rights of third parties.

Evaluation function

On the Platform, EPA provides an evaluation system through which users can express their opinions in order to improve the quality of services. Users are obliged to submit their feed-back in a truthful and objective manner.

Granting of rights

The user shall grant EPA a non-exclusive, temporally and spatially unlimited right of use of the provided content. EPA has the right to use and dispose of the content at any time. In particular, this includes reproduction rights, distribution rights, public information rights as well as the right of public accessibility.

Guarantee of ownership

The user guarantees that he/she is the owner of all rights related to the setting up of content on the online Platform and that he/she is legally capable of effectively granting the rights. Furthermore, the user guarantees that the content is not protected by the rights of third parties, who could prevent the contractual granting of rights. The user guarantees that the use of the content in the scope of this contract does not violate any personal rights of third parties and, in particular, that any represented persons agree to the contractual use of the content.

Indemnity against claims of third parties

Upon EPA's first request, the user shall release EPA from any liability in connection with claims of third parties, including, in particular, claims regarding the violation of copyrights, competition rights, trademark rights, data protection and personal rights, which may arise due to the use of the online Platform by the user. The user must immediately notify EPA if he/she receives information that a third party intends to take legal action in connection with the use of the online Platform. EPA has the right to institute appropriate measures to defend itself against the claims of third parties or to pursue its own claims. The user's own measures must be



agreed with EPA in advance. This release of liability also includes the reimbursement of the relevant costs, which EPA shall incur/has incurred in the course of asserting its legal rights.

Blocking and deletion of content

EPA is entitled to block access to individual content or to delete this content at any time. This shall apply, in particular, if such content is suspected of violating applicable law or the rights of third parties, or if projects have been fully completed.

Rights to the online Platform

All rights related to the online Platform (in particular copyrights) belong to EPA. The user is obliged to observe this and undertakes not to use parts of the Platform or any other content whatsoever himself - personally or commercially - beyond the options provided to him in the scope of use of the online Platform. This means, in particular, that users shall not use data and information that has come to their attention through the online Platform beyond communication within the scope of an existing project or the payment for a completed project. In particular, it is prohibited to use such information for advertising, sending unsolicited e-mails or for other unacceptable purposes.

Prohibition of technical interfering with the Platform

The user must abstain from all actions which might manipulate, interfere with and/or overload the operation of the online Platform or the supporting technical infrastructure and its functions/means of access. In particular, this includes the following:

- the use of software, viruses, robots, scripts or databases in connection with the use of the online Platform
- the blocking, overwriting, modification, copying of data and/or other content, unless this is necessary for the proper use of the online Platform.

Communication

The up to date contact details of EPA are available on the Platform. The details indicated in the user profile are deemed as the contact details of the user.

Declarations sent to these contact details via E-mail or fax are deemed as received upon sending, via post two days after sending if no later receipt is proven. The user acknowledges that declarations transmitted via E-mail between him and EPA or other users are deemed as absolutely effective declarations of intent. An E-mail is considered as originating from the holder of the sender address, except counterevidence is provided.

7. Invoicing, payment conditions, credit balance



Electronic invoices

English-language invoices are available on the Platform in electronic form.

Payment conditions

The due dates of fees can be found in the respective invoice. Unless specified otherwise, invoices are due for payment immediately. In order to receive payment, EPA has the right to use external service providers for payment processing and to individually determine the accepted payment methods. In the case of charge backs caused, for example, by insufficient credit card limits or coverage, a fee in the amount of EUR 25 shall become due to cover the cancellation costs incurred by EPA. This fee is immediately due for payment together with the remaining open amount. The user is permitted to provide proof that no such damage has arisen or that the damage is significantly lower.

8. Duration and termination of the contract

Duration of the contract

The contract for the subjects to payment lasts 12 months from the day of subscription of membership status. This period of time shall be extended if the user renews his/her contract.

Fee changes by EPA

Should EPA decide to adjust its fees for the various types of membership, the providers who are affected by this adjustment shall, at the end of their individual contract periods, automatically be placed at the level with the lowest scope of functions and may then immediately implement a change of membership.

Extraordinary termination

Both EPA and the users have the extraordinary right to cancel the contract for cause. For EPA, there shall be good cause to cancel this contract particularly during the first ten days after the contract has been concluded and whenever EPA has the right to demand lump sum damages if the user does not comply with claims for remuneration despite receiving a reminder, and/or sustainably violates his obligations according to clauses mentioned above. In such cases, EPA also has the right to prevent the user from accessing to the online Platform without terminating the contract.

Consequences in the event of contract termination

After termination of the contract, the user shall no longer be allowed access to his/her user account and cannot view data, messages, files or other content stored on the Platform. EPA has the right to delete content or the right to continue providing its services in order to



conclude any open transactions with other users. EPA reserves the right to inform other users about the termination of a contractual relationship.

9. Warranty and liability

Limitation of liability

In case of slight negligence, EPA may only be held liable for the violation of contract-essential obligations for personal injuries and according to laws applying in the Kingdom of Belgium. For the remaining part, EPA's pre-contractual, contractual and extra-contractual liability is limited to intent and gross negligence. This limitation of liability shall also apply in such cases where a vicarious agent of EPA is at fault.

10. Extrajudicial dispute settlement

In case of legal problems resulting from a service contract, the user must send a relevant substantiation of his/her claim/complaint via e-mail to EPA before initiating arbitration or court proceedings. The affected party may only initiate arbitration or court proceedings after failure of any attempt to private arrangement.

11. Final provisions

Invalidity of individual provisions

Should one or several provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

Applicable law and court of jurisdiction

The laws of the Kingdom of Belgium shall apply. If the user is a commercial user, the place of jurisdiction for all disputes arising from or in connection with this contract, regardless of their legal foundation, shall be the registered office of EPA at the time of conclusion of the contract.

Authorization to amend the contract

All alterations or additions to the contract must be made in writing (e.g. by e-mail). This shall also apply to amendments to these regulations. EPA has the right to amend the contractual terms by observing a notice period accorded by the law in the Kingdom of Belgium. If the GTC are amended, the user shall have the right to extraordinary termination, which must be enforced within one week of notification. If the user continues using EPA this right to extraordinary termination expires. Log in to the Platform is not considered as usage, whereas



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does in particular posting a project or a bid or any other active usage. This shall not affect the user's remaining termination options.