

**GENERAL TERMS OF USE  
EUROPEAN UNIVERSITY ASSOCIATION**

Effective since: 14 May 2018

**1. INFORMATION ABOUT THE EUROPEAN UNIVERSITY ASSOCIATION**

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

European University Association asbl (EUA)  
Avenue de l'Yser 24, 1040 Brussels, Belgium

Belgian business registry number: BCE 0477216541

and

European University Association (EUA)  
114, Rue du Rhône, Case postale 3174  
1211 Geneva 3, Switzerland

Swiss business registry: CHE-100.936.540

Phone numbers:

+32 2 230 55 44 (Brussels)

+41 22 552 02 96 (Geneva)

- 1.2** The Website provides information on the associations' policy work and research as well as a list of their members (hereinafter: the "**Service**").
- 1.3** Any question or complaint relating to the Website, these General 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 the European University Association at one of the above addresses or at the following e-mail address: [info@eua.eu](mailto:info@eua.eu).

**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, 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 the European University Association 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** The European University Association will, insofar as possible, ensure that the Website is up-to-date and remains accessible to a normal number of Users. The European University Association 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** The European University Association cannot 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 the European University Association at the following address: [info@eua.eu](mailto:info@eua.eu), so that the necessary measures can be taken. The European University Association advises the User in any case to install firewalls, antivirus and other necessary security software on his computer to prevent damage.
- 3.4** The European University Association reserves the right to suspend or stop the Website in whole or in part, at any time, without justification and without prior information.

### **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 The European University Association 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, insultingly illegal, 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 the European University Association without the prior consent of the persons involved;

- sending to the European University Association any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);
- sending to the European University Association any content that refers to illegal websites or websites with inappropriate content;
- using the Website for sending 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** The European University Association cannot be held responsible for any non-compliance by the User with the Terms of Use, the Terms and Conditions, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User protects the European University Association against any action, claim or complaint from third parties (including the government) with regard to the 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** The European University Association cannot 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 the European University Association immediately in writing if he / she becomes aware of inappropriate behaviour or prohibited use related to the Website, by sending an e-mail to [info@eua.eu](mailto:info@eua.eu).

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

**5.1** Links to other Websites can be displayed on the Website. These third-party Websites are not operated by the European University Association, which cannot be held liable for their operation, content and use. Unless expressly stated otherwise by the European University Association on the Website, the existence of such links does not imply any approval by The European University Association 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 the European University Association. 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 the European University Association 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** The European University Association grants to the User a license, non-exclusive, non-transferable, for an indefinite period and at any time and without giving reasons, to gain access to the content of the Website, to view it and only download it for display purposes. The User may also print a copy of the content displayed on the Website for his/her personal needs, provided that s/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** The European University Association allows the User to copy information provided on the Website only for non-commercial purposes, provided that the source is acknowledged (© European University Association). This includes for example its publications, directory and infographics.

This does not apply to the documents and images with explicitly reserved reproduction right: © followed by the right owner.

- 6.4** Any use of the Website and its components that are not covered by this article is strictly prohibited especially the use of the European University Association logo and member's icon by non-members universities or organisations.

## **7. COMPLAINTS**

- 7.1** Every claim / complaint of the User with regard to 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.

## **8. UPDATES AND LANGUAGE VERSIONS**

- 8.1** The European University Association 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.
- 8.2** 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.

**9. VALIDITY OF CONTRACTUAL CLAUSES**

- 9.1** If the European University association does not use / invoke one of the provisions of these Terms of Use for a period of time, this cannot be interpreted in any way as a waiver to enforce these rights at a later date.
- 9.2** 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. The European University Association undertakes to replace this provision by another who, as far as possible, pursues the same goal.

**10. APPLICABLE LAW AND COMPETENT COURT**

- 10.1** The validity, interpretation and / or performance 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 commencing legal proceedings, the User and the European University Association will aim to resolve the dispute amicably. That is why they will first contact, where appropriate and necessary, a mediator, arbitration or any identify another alternative dispute resolution method.