

LISBON COUNCIL USER AGREEMENT

This agreement sets forth the legally binding Terms of Service for your use of the Website at <http://www.lisboncouncil.net>. Please read the following information carefully before using <http://www.lisboncouncil.net>. The Website is operated by the Lisbon Council for Economic Competitiveness and Social Renewal asbl, a Belgium-registered non-profit association (“association sans but lucrative” or “vereniging zonder winstoogmerk”).

By accessing or using the Website in any manner, including, but not limited to, visiting or browsing the Website or contributing content or other materials to the Website, you also agree to the Terms of Service and they affect your rights and obligations. These Terms of Service, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by the Lisbon Council for Economic Competitiveness and Social Renewal asbl without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

You can choose not to enjoy the content of our website, if you do not want these Terms of Service to apply (and by these terms we also mean our Privacy Policy, Cookies Policy and other policies described in our Website, which are incorporated herein).

Definitions

Terms are defined in this Agreement as follows:

Terms of Service = “Agreement” or “Terms of Service”

<http://www.lisboncouncil.net> = “the Website”

The Lisbon Council for Economic Competitiveness and Social Renewal asbl = “Us,” “We” or “Our”

User = User of this Website

Legal Capacity; Children and Minors

If you are under the age of consent in your country to form a binding agreement, you should only use the Website if you are either an emancipated minor, or have the legal consent of your parents or guardian for your use of our Website. You should only use our Website if you are fully able to understand and enter into and comply with these Terms of Service.

Updates to Terms of Service

<http://www.lisboncouncil.net> may change its Terms of Service on a discretionary basis from time to time in function of the features the Website offers its users or to comply with applicable law.

You consent and agree to receive notices of updates of these Terms of Service through our posting of updated Terms of Service on the Website and, where appropriate and practicable, we will notify you by e-mail. All changes to the Terms of Service will be effective upon posting to the Website. When we do so, we will revise the updated date at the bottom of this page. Please be sure to check our User Agreement any time before using the Website. Continued use of the Website shall indicate your acceptance of any changes to this User Agreement.

If you do not agree to updated Terms of Service, you should stop using our Website.

The information you give us to use certain features of the Website must be correct

To access some features of the Website, you will be asked to provide true and complete registration details, including your correct age. If we believe the details are not correct, current, or complete, we have the right to prevent you from accessing those features.

Online Privacy Notice

Your privacy is important to us. To better protect your privacy, we provide notices explaining our information practices and the choices you can make about the way our information is collected and used at our Website.

Copyright

The Lisbon Council for Economic Competitiveness and Social Renewal asbl maintains copyright on the information provided through the Website, including copy, logotypes, logos and photo material. Nothing from the texts or graphics on the Website may be published, distributed and/or copied without written permission, unless that material (e.g., a policy brief or photo) is published under a Creative Commons licence, whose terms will be stated on the policy brief or in the photo caption. Use of all information on the Website for private purposes is permitted.

Public content

The materials, information and opinions included and/or expressed in or on the Website, are not necessarily those of the Lisbon Council or any of its associates. We may choose to upload content to the sole purpose of informing users of someone else's point of view.

Responsibility for your use

You may only use our Website and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Website, otherwise you may be exposed to criminal and/or civil liability. You agree that if a third-party claims that material you have contributed to our Website is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through this Website are the sole responsibility of the sender, not us, and that you are responsible for all material you upload, publicly post or otherwise transmit through this Website.

System Abuse; Bulk Messaging

Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., sending large or multiple files through the Website with malicious intent) or engage in "spamming" (i.e., sending unsolicited messages for business or other purposes through the Website). In addition, you agree not to send "bulk messages" (i.e., sending messages for business or other commercial purposes through the Website) without written permission by us, or undertake any other activity which may adversely affect the operation or enjoyment of the Website by any other person, including placing malware on the Website. You may not reproduce, sell, resell, or otherwise exploit any resource, or access to any non-public resource, contained on this Website.

Violation of Security Systems

You are prohibited from using the Website to compromise security or tamper with system resources. The use and distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, malware, or network probing tools) is strictly

prohibited. If you become involved in any violation of system security, we reserve ourselves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

Termination

You may terminate your relationship with us at any time by sending us an e-mail notifying us you want to do so. As a consequence, we will delete all your personal data that might have been processed.

Disclaimer of Warranties

Although we make great efforts to make the Website error and interruption free, we cannot promise that such efforts will result with such desired performance. Your use of this Website is at your own risk. No oral or written information or advice given by us shall create a warranty. The Website and all the materials, information, software, facilities, services and other content are provided "as is" and "as available" without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, The Lisbon Council for Economic Competitiveness and Social Renewal asbl disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the functions contained on or through the Website will be available, uninterrupted or error-free, that defects will be corrected, or that the Website or its servers are free of viruses or other harmful components. We do not make warranties that your use of the materials, information, software, facilities, services or other content of the Website will not infringe the rights of others and we do not assume liability or responsibility for errors or omissions in such materials, information, software, facilities, services, or other content of the Website or any other Website. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply to you, the above exclusions will apply to you only to the extent permitted by applicable law.

Limitation of Liability

We disclaim all liability, whether based in contract, tort (including negligence), strict liability, or otherwise, and do not accept any liability for any loss or damage (direct, indirect, punitive, actual, consequential, incidental, special, exemplary, or otherwise) resulting from any use of, or inability to use the Website or any other website, or the material, information, software, facilities, services or other content on the Website or any other website, regardless of the basis upon which liability is claimed and even if any member of The Lisbon Council for Economic Competitiveness and Social Renewal asbl has been advised of the possibility of such loss or damage without limitation, you (and not any member of The Lisbon Council for Economic Competitiveness and Social Renewal asbl) assume the entire cost of all necessary servicing, repair, or correction in the event of any such loss or damage arising therein. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty euros (€ 50,00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Reservation of Rights

You agree that the owners of this Website exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this Website and delete the

data you provided, whether temporarily or permanently. The Lisbon Council for Economic Competitiveness and Social Renewal asbl shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy or improper delivery of any data or information.

Local Regulations

We make no representation that our Website is available for use or permitted by law in any particular location. To the extent you choose to access our Website, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

Third-Party Services

This Website may link you to other sites on the internet and third-party partners which cooperate with us to provide you certain services. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under our control, and you acknowledge that (whether or not such sites are affiliated in any way with us) we are not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the content of such sites, and that your use of such sites is subject to their respective terms of use. The inclusion of such a link does not imply endorsement of any site by us or any association with its operators.

We cannot ensure that you will be satisfied with any products or services that you purchase from any third-party website that links to or from our Website since the third-party websites are owned and operated by independent retailers. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of any of the information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such websites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third-parties.

Applicable Law and Competent Authorities

You agree that this User Agreement and any dispute arising out of your use of this Website shall be governed by and construed in accordance with local laws where the headquarters of the owner of this Website is located, without regard to its conflict of law provisions. By registering or using this Website you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this Website is located.

Subject to the rules of international public and private law governing the user's rights, the Belgian law actually applies for the relations between the Lisbon Council for Economic Competitiveness and Social Renewal asbl and the User. The courts of Brussels shall have sole jurisdiction.

General

If any provision of these Terms of Service are adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

This is the entire agreement between you and The Lisbon Council for Economic Competitiveness and Social Renewal asbl relating to the matters contained here.

In the event you read these Terms of Service in any language other than English, you agree that in the event of any discrepancies, the English version shall prevail.