

Terms of Use and Acceptance of EAIE

Clause 1

Website

The EAIE uses the website www.eaie.org (the “Website”) to inform its members and the general public of its activities. By reading and using the Website you do agree to these terms of use. If you do not agree with any of the following clauses, please refrain from using the Website.

Please note that the EAIE is authorised to alter or amend these terms of use from time to time without notice. Your continuous use of the Website after such alteration or amendment of these terms of use will constitute your acceptance of these new terms of use.

Clause 2

Information

On the Website you can find information on services, products, and events as well as news and resources. The EAIE does not guarantee the continuous access to this information. The EAIE also reserves the right to modify or discontinue any information, in part or as a whole, without notice. The EAIE shall not be liable to any party in doing so.

Clause 3

Use of the Website

The EAIE code of conduct for members is also applicable to the online behaviour of members of the EAIE and general visitors to the Website. You can find this code of conduct on the Website: <http://www.eaie.org/home/join-us/membership-policy.html>. In addition to this policy, the following also applies to your use of the Website: you shall refrain from making use of content or making available content which might infringe any intellectual property right, which might cause harm to other persons or organisations or possessions (eg computer), which might violate any regulation or legislation on advertisement and/or telecommunication, which might offend any other person, which might interfere with or disrupt the normal flow of dialogue or the functioning of the Website itself.

The EAIE reserves the right to deny access to any visitor of the Website. The EAIE can determine, at its sole discretion, how it will deny this access. The EAIE reserves the right to remove content made available by other parties or persons besides the EAIE. The EAIE is authorised to do so at any time without prior notice to you and without being liable for doing so.

If you have received a personal logon to access the Website, this is provided to you as a personal tool. You are obliged to refrain, at all times, from making, in any way (active or passive), this personal access tool available to another person. You are fully responsible and liable for any damage resulting from the misuse and/or loss of this tool. The EAIE reserves the right to terminate your access to the Website as a member or non-member at any time and without prior notice to you.

Clause 4

Disclaimer of warranty

You agree that:

1. Your use of this website is at your sole risk. All data and information is provided on an "as-is" or "as-available" basis. The EAIE expressly disclaims any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
2. The EAIE makes no warranty that:
 - a. the content available via our website is accurate, reliable, or correct;
 - b. the website will be available at any particular time or location;
 - c. the quality of any products, services, information, or the material purchased or obtained by you through our website will meet your expectations;
 - d. that any defects or errors in the software will be corrected; and
 - e. content available via our website is free of viruses or other harmful components.

Because some jurisdictions do not allow the exclusion of certain warranties, certain exclusions in this section may not apply to you.

Clause 5

Indemnification and limitation of liability

You agree that you will indemnify (hold harmless) the EAIE and its officers, directors, employees, agents, volunteers, and affiliates from all third-party claims arising out of, or in connection with, the following:

1. any content that you upload, post, e-mail, transmit, or otherwise make available on the Website;
2. your use of this Website;
3. your connection with this Website; and
4. your violation of any term or condition of these terms of use.

You agree that you will indemnify (hold harmless) the EAIE and its officers, directors, employees, agents, volunteers, and affiliates from all third party claims arising out of or in connection with your access or use of or your inability to access or use this Website. This includes, but is not limited to, information or materials viewed or downloaded from this Website or another Website to which it is linked that appear to you or are construed by you to be obscene, offensive, defamatory, or that infringe upon your intellectual property rights. In no event will the EAIE or the contributors of information to this Website be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.

You agree that the EAIE, its officers, directors, employees, agents, volunteers, and affiliates shall not be held liable for any direct, indirect, punitive, incidental, special, or consequential damages resulting from the use of, or inability to use, this website. This limitation applies whether the EAIE has been advised of the possibility of such damages and whether the alleged liability is based on contract, tort, or any other basis. Because some jurisdictions do not allow the exclusion or limitation of certain damages, certain limitations in this section may not apply to you.

Clause 6

Endorsement

You acknowledge that the opinions and recommendations contained in this Website are not necessarily those of the EAIE or endorsed by the EAIE. The EAIE may provide links on the Website to other Websites that are not under the control of the EAIE. In general, any Website that has an address (or URL) that does not contain "eaie.org" is such a Website. These links are provided for convenience of reference only and are not intended as an endorsement by the EAIE of the organisation or individual operating the Website or a warranty of any kind regarding the Website or the information on the Website.

Clause 7

Copyright

Unless otherwise indicated, all information contained on this Website, such as text, graphics, logos, button icons, images, and audio clips is copyrighted by and proprietary to the EAIE and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without the EAIE's prior written consent, except that the user may make such temporary copies in a single computer's RAM and hard-drive cache as are necessary to browse the Website. The user may also make a single copy of the content displayed on any page of the Website to be used by the user for personal and non-commercial uses that do not harm the reputation of the EAIE, provided that the user does not remove any trademarks, copyright, and any other notice contained in such content.

Clause 8

Jurisdiction

This Website (excluding linked sites) is controlled by the EAIE, which is an association incorporated and established under the laws of the Netherlands. It can be accessed from all over the world. As each country has laws that may differ from those of the laws of the Netherlands, by accessing this Website both you and the EAIE agree that the statutes and laws of the Netherlands, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of this Website. You and the EAIE also agree and hereby submit to the exclusive personal jurisdiction and venue of the competent court in the Netherlands in Amsterdam with respect to such matters. The EAIE makes no representation that materials on the Website are appropriate or available for use in other locations, and accessing this Website from territories where its content is illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

Clause 9

Contact information

If you have any questions and/ or remarks on these terms of use, please let us know. You can contact us by sending a message to our office: EAIE, PO Box 11189, 1001GD or visiting address: Herengracht 487, 1017 BT, Amsterdam, the Netherlands or by e-mail at info@eaie.org.