

## TERMS AND CONDITIONS

This 'Platform' is a product of:

*PORT+ nv (hereinafter called "Port+")*

*Brouwersvliet 33 - 7th floor*

*B-2000 Antwerp (Belgium)*

*VAT: BE.0404.796.440*

Port+ specialises in the efficient and targeted collection of information for the port sector. This 'Platform' is used to perform these activities and constitutes a central collection point for all kinds of information and data, some of which may be qualified as personal data. These personal data reach Port+ through various channels, either directly by the 'User' himself or by an authorised third party, such as the employer.

If you have any questions or comments regarding us or our services, please contact us at [info@portplus.be](mailto:info@portplus.be).

We will respond promptly to all messages we receive. Always make sure to include contact details and all useful information to enable us to properly answer your question(s).

By 'Platform' is meant all of the websites and applications developed by Port+, including but not limited to [www.portplus.be](http://www.portplus.be) and [\\*.portplus.be](http://*.portplus.be).

The use of the 'Platform' is governed by the **User Conditions** set out below in **Section I**.

Through its 'Platform' Port+ also offers specialised products for which 'Users' can register. The conditions for use of these products are governed by the **Subscription Conditions** set out below in **Section II**.

The User Conditions and the Subscription Conditions should be read in conjunction with the **General Provisions (Section III)**. The User Conditions, Subscription Conditions and General Provisions will hereinafter also be referred to as 'the Conditions'.

## **I. USER CONDITIONS**

### **I.1: Scope of application**

I.1.1 These Conditions apply both to us, Port+, and to you, the 'User'. You are a 'User' whenever you visit our 'Platform' and use it to retrieve information. By using our 'Platform' you acknowledge and explicitly agree that our Conditions are solely applicable at all times.

I.1.2 If you use our 'Platform' on behalf of a company or another legal entity, you will also be bound by these Conditions as an individual 'User', regardless of the existence of a separate agreement between Port+ and the company or legal entity in question.

### **I.2: Right of Use, Registration and Restrictions**

#### *Right of Use*

I.2.1 The 'User' receives a limited right to access, use, display and consult the 'Platform' (in short: right of use).

I.2.2 This right is granted in the form of a limited, revocable, non-exclusive and non-transferable licence. This licence does not entitle the 'User' to sell, (re)publish, (re)distribute, transfer or license the 'Platform', the underlying databases and/or any content made available through the 'Platform'.

I.2.3 Discontinuation of the use does not result in automatic deletion of the User profile. If the 'User' wants to remove his User profile, he must exercise his right by sending a dated request in writing to Port+, by post or by e-mail to **info@portplus.be**. Port+ undertakes to act upon the request within 15 working days.

I.2.4 Depending on the accessible functionality, the 'User' has a right to add content to the 'Platform'. By placing content on the 'Platform', the User grants Port+ a perpetual, free, and transferable licence to use, reproduce, process and disclose such content to third parties to the extent necessary to ensure the provision of the services of our 'Platform'.

## *Registration*

I.2.5 Access to certain functionality and specific information on our 'Platform' is limited to registered 'Users' who have the capacity to do so and in accordance with the provisions in Section II ('Subscriptions').

I.2.6 When registering, the 'User' is required to provide correct, truthful, up-to-date and complete information. Depending on the capacity of the 'User', it may be absolutely necessary to provide specific information. This obligation applies both when creating the User profile and in the future. It is the sole responsibility of the 'User' to rectify or delete outdated information.

I.2.7 Each User profile is strictly individual, personal and confidential. A User profile cannot be transferred to third parties without the explicit consent of Port+. The 'User' is solely responsible for all actions performed under the User profile and must also ensure the confidentiality of the User profile, including the log-in data. Any breach of the confidential nature of the information must be reported to Port+ so that appropriate action can be taken.

I.2.8 Port+ does not actively check created User profiles but it does reserve the right to take appropriate action wherever this is required, as set out in article I.3 ("Remedies").

I.2.9 By registering, the 'User' gives us permission to open, store and disclose the information provided in accordance with our *Privacy Statement* and *Use of Cookies*.

## *Restrictions*

I.2.10 The right of use is limited in that such use must not breach the Conditions, the applicable legislation, or any third party rights. In particular, it is prohibited for the 'User' to:

- use software programs that are aimed at collecting and obtaining data, including but not limited to spiders, crawlers, robots and similar software;
- use the 'Platform' and its data for spamming, chain letters, junk mail and/or similar variants or to disseminate malicious software including but not limited to computer viruses, malware, worms, trojans and cancelbots;

- (try to) stalk and/or (try to) convince other 'Users' of political and/or religious convictions;
- gain access to the User profiles of other 'Users';
- use a foreign identity and/or foreign data at the time of registration;
- add content that may be deemed inappropriate and/or unlawful, including but not limited to content that is illegal, illegitimate, harmful, misleading, threatening, insulting, overtly obscene, child pornographic, offensive, racist and/or in general inconsistent with public order and morality, and deemed inappropriate; such content need not necessarily be in breach of applicable laws or third party rights to be deemed inappropriate;
- add content that infringes any intellectual property rights, including portrait rights of other 'Users' and/or third parties;
- add content that is the result of, refers to and/or encourages the commission of criminal offences.

### **I.3: Remedies**

I.3.1 Port+ reserves the right to take all reasonable and appropriate action if the 'User' acts in breach of the Conditions or of obligations, laws in force, third party rights or generally accepted internet etiquette that may be considered as known to the 'User'. Port+ reserves all rights to take sanctioning and remedial action and to determine the extent of such action.

I.3.2 Remedies available to Port+ include temporary and/or permanent suspension of the right of use and deletion of a User profile. In addition, Port+ may partially or completely and temporarily or permanently restrict the 'User's' general access to the 'Platform' and to the functionality on the 'Platform'.

I.3.3 Deletion of a User profile may imply the (future) deletion of all added content and advertisements. These measures can be taken without prior warning and/or notice if required by the situation. The 'User' shall in no case be entitled to claim compensation for a refund or compensation for the measures taken.

## **I.4: Content on the 'Platform'**

I.4.1 If certain content on our 'Platform' constitutes a breach of the Conditions, the applicable legislation and/or a breach of third party rights, the 'User' is required to notify us thereof as soon as possible. We will take swift and appropriate action by changing, supplementing or deleting the content (in whole or in part).

I.4.2 The 'User' and authorised third party who places content on the 'Platform' is responsible for ensuring that such content is always placed on the relevant and applicable web page, in a language that is comprehensible to the other 'Users' of the 'Platform' (English or Dutch) and that such content is not in any way misleading.

I.4.3 Our 'Platform' contains content that can be downloaded. All downloads from the 'Platform' are at the risk and sole responsibility of the 'User'. We cannot be held liable for any damage caused by such downloads and the subsequent use of such data.

## **II. SUBSCRIPTION CONDITIONS**

### **II.1: Scope of application**

II.1.1 Our Subscriptions are aimed primarily at 'Users' who use them for purposes that fall within their business or professional activities. A VAT number is required when registering for our Subscriptions.

II.1.2 These Subscription Conditions apply to all agreements concluded through the 'Platform'.

### **II.2: Right of Use**

II.2.1 Each 'User' receives a limited right to access, use and display the Port+ 'Platform', as set out in article I.2 ('Right of Use, Registration and Restrictions').

II.2.2 Discontinuation of the use by the 'User' does not entitle the 'User' to any refund of paid Subscription fees, as set out in article II.3 ('Rates and Payment').

II.2.3 Discontinuation of the use by the 'User' does not affect the term of the Subscription, as set out in article II.4 ('Term').

## II.3: Rates and Payment

II.3.1 Our prices are stated in EURO, exclusive of VAT and other taxes. Apparent and obvious errors in our prices can be corrected also after taking the Subscription. Any additional costs, for example when using specific payment methods, will be clearly communicated in advance to the 'User' and will be fully borne by the 'User'.

II.3.2 Port+ may annually adjust the price for ongoing Subscriptions. If the price for the year following the term of the ongoing contract is adjusted, the 'User' will be informed of the adjusted price at least 30 calendar days prior to expiry of the ongoing Subscription.

Unless the 'User' terminates the Subscription in accordance with the provisions in article II.4 ('Term'), the 'User' will be deemed to agree with the price for the following year.

II.3.3 Price changes resulting from changes in VAT rates will be charged in their entirety to the 'User'.

II.3.4 As 'User' of our Subscriptions, you are required to immediately check the provision of our services for possible defects and deficiencies attributable to Port+. Poor service performance must be reported by the 'User' within 7 days of establishing the poor performance. This report must be in writing and substantiated and sent to Port+. The 'User' is only entitled to repair of poor service performance by repeat performance. The 'User' will not be entitled to any damages or any other form of compensation.

II.3.5 As soon as we receive your registration for a Subscription, an order confirmation will be sent to the e-mail address specified by the 'User'. This order confirmation is the time of conclusion of the contract. The order confirmation will be accompanied by an invoice. The 'User' has a payment term of 30 days from the invoice date. Payment will be made by bank transfer. The 'User' will soon be given access to the Subscriptions for which he has registered, provided the 'User' complies with his obligations.

II.3.6 If the 'User' is in default upon expiry of the payment term, the Subscriptions for which he has registered will be automatically terminated by law. Port+ may decide to suspend compliance with its other/additional delivery obligations until the amount due has been paid in full.

II.3.7 Port+ will not make any refunds if the 'User' does not use his Subscription. The 'User' is not entitled to any refund if access to his Subscriptions is restricted or prevented in whole or in part and temporarily or permanently in accordance with article I.3 ('Remedies').

## II.4: Duration

II.4.1 Our Subscriptions are for a limited duration, fixed at one (1) year from the conclusion of the relevant Subscription, unless otherwise provided for on our 'Platform'.

II.4.2 Upon expiry of the specified term, the contract will automatically be tacitly renewed for the respective term, unless either party objects to such renewal by registered letter sent no later than 15 calendar days prior to the expiry of the current term of the Subscription.

II.4.3 If, for reasons beyond its control (e.g. server problems, power outage, etc.), Port+ is unable to provide all or part of its services, this will not entitle the 'User' to discontinue the Subscription and/or to claim a refund of the paid Subscription fees.

### **III. GENERAL PROVISIONS**

#### **III.1: Changes**

We reserve the freedom to change, expand, restrict or discontinue our 'Platform' and the related services at any time. The 'User' of our Subscriptions can count on additional guarantees if required by the circumstances. The use of this right does not require prior notification of the 'User' nor does it give rise to any compensation.

#### **III.2: Liability**

III.2.1 Port+ is liable only for gross negligence in the performance of its contractual obligations under this contract. Such liability is limited to direct damage arising from negligence and limited to the value of the Subscription price, calculated in proportion to the already expired term, with an absolute maximum of €50.

III.2.2 Port+ can in no case be held liable for indirect damage arising from its negligence. Indirect damage includes, but is not limited to, any form of consequential damage, loss of profits, financial or commercial losses, increase in overheads, increased personnel costs, damage due to loss of customers and/or prospects. This list is merely indicative and by no means exhaustive.

III.2.3 Any use of the 'Platform' is always at the risk of the 'User'. Port+ is not liable for damage arising from malfunctions, interruptions, harmful elements or defects to our 'Platform', regardless of whether force majeure or an external cause is involved. Our 'Platform' and the associated services are provided on an 'as is' and 'as available' basis, without any implicit or explicit guarantee.

III.2.4 The content on our 'Platform' is added both by Port+ and by our 'Users' and authorised third parties, whether or not via automated processes. Our 'Platform' is therefore to be qualified as User Generated Content (UGC). We devote the utmost care to the information that appears on the 'Platform'.

Port+ does not provide any guarantee regarding the quality and quantity of information on the 'Platform'. Port+ is not liable for (direct and indirect) damage suffered by the 'User' as a result of the information on the 'Platform'. Port+ is bound by an obligation of means under which it undertakes to take all necessary and reasonable measures. Port+ is not required to check the content prior to placing it on the 'Platform' nor to perform advanced a-posteriori checks.



III.2.5 If due to circumstances beyond its control, Port+ prevented in whole or in part from performing its obligations to the other party, this will qualify as an event of force majeure. In such a case, Port+ is exempted from performing its obligations to the other party. Port+ is entitled to suspend its obligations for the duration of the force majeure.

III.2.6 If contractual or extra-contractual negligence on the part of the 'User' affects the liability of Port+ and/or causes damage, loss and costs (including costs for legal assistance) for Port+, the 'User' shall take all appropriate measures to indemnify and hold harmless Port+ against these prejudicial consequences.

### **III.3: Links to other websites**

III.3.1 The content of our 'Platform' may contain a link, hyperlink or framed link to other websites or other forms of electronic portals. A link does not mean that there is a connection between our website and the foreign website, nor that we (implicitly) agree with the content of these websites.

III.3.2 We have no control over these third-party websites and are not responsible for the safe and correct operation of the link and the final destination. You leave our 'Platform' as soon as you click the link, and therefore we cannot be held liable for any damage.

### **III.4: Intellectual property**

III.4.1 Creativity deserves protection, and so does our 'Platform' and its content. This protection is provided by intellectual property rights and belongs to all Parties, more specifically Port+ and third parties. By content is meant the very broad category of photos, video, audio, text, notes, drawings, articles, et etcetera. This content is protected by copyright, software rights, database rights, design and model rights, and other applicable (intellectual) property rights. The technical nature of our 'Platform' itself is protected by copyright law, software and database law. Every trademark that we use on our 'Platform' is also protected by applicable trademark law. 'Users' are not allowed to use and/or make changes to the intellectual property rights as described in this article, without the consent of the owner of such rights.

III.4.2 Any 'User' who adds content to our 'Platform' is responsible for the Intellectual Property Rights attached to such content. The 'User' undertakes to ensure that his actions shall not in any way infringe the intellectual property rights of any other party. If the 'User' commits a breach of intellectual property rights, such breach shall in no case be attributable to Port+. Any factual or legal consequences shall therefore be fully borne by the 'User'.

We urge you to notify us of any breaches of intellectual property rights, so as to enable us to take appropriate action.

### III.5: Processing of personal data

As a 'User' you may not always be aware that a visit to our 'Platform' to some extent implies the processing of personal data. The extent to which data is collected and processed obviously depends on the use and possible registration. In this respect, we refer to our *Privacy Statement* and *Use of Cookies*.

### III.6: Invalidity

III.6.1 The invalidity of one or more clauses of the general agreement does not affect the validity of the remaining general conditions.

III.6.2 Parties undertake to replace the invalid clause(s) by a valid clause, or clauses, that match(es) or reflect(s), as closely as possible, the original intents of parties and the spirit of the agreement.

### III.7: Settlement of disputes

These Conditions shall be exclusively governed by and interpreted in accordance with Belgian Law. All disputes shall be brought before the competent courts of the Antwerp judicial district.

**This text is a translation from an original in Dutch. In case of dispute, the Dutch-language version shall have sole legal validity.**

*(Nederlandse vertaling verkrijgbaar op aanvraag)  
(update 04 December 2015)*