

# Belgian Stichting tegen Kanker / Fondation contre le Cancer Grant Application System Terms and Conditions

## 1. Terms of Service

- 1.1. Your relationship Stichting tegen Kanker / Fondation contre le Cancer Grant Application System (referred to collectively as the “System”) is subject to the terms of a legal agreement between you and Stichting tegen Kanker / Fondation contre le Cancer (referred to as “FCC” in this document). FCC’s principal place of business is at the Chaussée de Louvain 479, 1030 Bruxelles. This document explains how the agreement is made up, and sets out some of the terms of that agreement.
- 1.2. Your use of FCC’s, services and website (referred to collectively as the “Services” in this document and excluding any services provided to you by FCC under a separate written agreement) is subject to the terms of a legal agreement between you and FCC.
- 1.3. Unless otherwise agreed in writing with FCC, your agreement with them will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Terms”.

## 2. Accepting the Terms

- 2.1. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2. You can accept the Terms by:
  - 2.2.1. clicking to accept or agree to the Terms, where this option is made available to you by FCC in the user interface for any Service; or
  - 2.2.2. by actually using the Services. In this case, you understand and agree that FCC will treat your use of the Services as acceptance of the Terms from that point onwards.
- 2.3. You may not use the Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with FCC, or
  - (b) you are a person barred from receiving the Services under the laws of Belgium or other countries including the country in which you are resident or from which you use the Services.
- 2.4. Before you continue, you should print off or save a local copy of the Terms for your records.

## 3. Provision of the Services by FCC

- 3.1. You acknowledge and agree that the form and nature of the Services which FCC provides may change from time to time without prior notice to you.
- 3.2. As part of this continuing innovation, you acknowledge and agree that FCC may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at FCC’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform FCC when you stop using the Services.
- 3.3. You acknowledge and agree that if FCC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

## 4. Use of the Services by you

- 4.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the

Service, or as part of your continued use of the Services. You agree that any registration information you give to FCC will always be accurate, correct and up to date.

- 4.2. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 4.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by FCC, unless you have been specifically allowed to do so in a separate agreement with FCC.
- 4.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 4.5. Unless you have been specifically permitted to do so in a separate agreement with FCC, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 4.6. You agree that you are solely responsible for (and that FCC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which FCC may suffer) of any such breach.

## **5. Use of your data**

- 5.1. FCC is registered under the Data Protection Act 1998 and complies with the provisions of the Act. Potential applicants are therefore reminded that in order for assessment procedures to be completed the FCC will process, circulate and store information provided by them. Data will be held securely and lawfully processed and not retained for longer than necessary. Data may also be used to compile published lists of award holders, which may be available on the Internet.

## **6. Your passwords and account security**

- 6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 6.2. Accordingly, you agree that you will be solely responsible to FCC for all activities that occur under your account.
- 6.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify FCC immediately.

## **7. Proprietary rights**

- 7.1. You acknowledge and agree that FCC (or FCC's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by FCC and that you shall not disclose such information without FCC's prior written consent.
- 7.2. Unless you have agreed otherwise in writing with FCC, nothing in the Terms gives you a right to use any of FCC's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 7.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with FCC, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.

- 7.4. Other than the limited license set forth in Section 11, FCC acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with FCC, you agree that you are responsible for protecting and enforcing those rights and that FCC has no obligation to do so on your behalf.
- 7.5. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 7.6. Unless you have been expressly authorised to do so in writing by FCC, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## **8. Licence from FCC**

- 8.1. FCC gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by FCC as part of the Services as provided to you by FCC (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use Services as provided by FCC.
- 8.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by FCC, in writing.
- 8.3. Unless FCC has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## **9. Content licence from you**

- 9.1. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

## **10. Ending your relationship with FCC**

- 10.1. The Terms will continue to apply until terminated by either you or FCC as set out below.
- 10.2. If you want to terminate your legal agreement with FCC, you may do so by (a) notifying FCC at any time and (b) closing your accounts for all of the Services which you use, where FCC has made this option available to you. Your notice should be sent, in writing, to FCC's address which is set out at the beginning of these Terms.
- 10.3. FCC may at any time, terminate its legal agreement with you if:
  - 10.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
  - 10.3.2. FCC is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
  - 10.3.3. The partner with whom FCC offered the Services to you has terminated its relationship with FCC or ceased to offer the Services to you; or
  - 10.3.4. FCC is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

- 10.3.5. The provision of the Services to you by FCC is, in FCC's opinion, no longer commercially viable.
- 10.4. Nothing in this Section shall affect FCC's rights regarding provision of Services under Section 4 of the Terms.
- 10.5. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and FCC have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **11. Exclusion of Warranties**

- 11.1. The Services are provided "as is" and FCC and its licensors give you no warranty with respect to them.
- 11.2. In particular, FCC and licensors do not represent or warrant to you that:
  - 11.2.1. your use of the Services will meet your requirements,
  - 11.2.2. your use of the Services will be uninterrupted, timely, secure or free from error,
  - 11.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable, and
  - 11.2.4. that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.
- 11.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.
- 11.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

## **12. Limitation of Liability**

- 12.1. Nothing in these Terms shall exclude or limit FCC's liability for losses which may not be lawfully excluded or limited by applicable law.
- 12.2. Subject to overall provision in paragraph 13.1 above, FCC and its licensors shall not be liable to you for:
  - 12.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
  - 12.2.2. any loss or damage which may be incurred by you as a result of:
    - 12.2.2.1. any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;
    - 12.2.2.2. any changes which FCC may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
    - 12.2.2.3. the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
    - 12.2.2.4. your failure to provide FCC with accurate account information;
    - your failure to keep your password or account details secure and confidential;

12.3. The limitations on FCC's liability to you in paragraph 13.2 above shall apply whether or not FCC has been advised of or should have been aware of the possibility of any such losses arising.

### **13. Changes to the Terms**

13.1. FCC may make changes to the Terms from time to time. When these changes are made, FCC will make a new copy of the Terms available at <http://grants.cancer.be>

13.2. You understand and agree that if you use the Services after the date on which the Terms have changed, FCC will treat your use as acceptance of the updated Terms.

### **14. General legal terms**

14.1. The Terms constitute the whole legal agreement between you and FCC and govern your use of the Services (but excluding any services which FCC may provide to you under a separate written agreement), and completely replace any prior agreements between you and FCC in relation to the Services.

14.2. You agree that FCC may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

14.3. You agree that if FCC does not exercise or enforce any legal right or remedy which is contained in the Terms (or which FCC has the benefit of under any applicable law), this will not be taken to be a formal waiver of FCC's rights and that those rights or remedies will still be available to FCC.

14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.5. The Terms, and your relationship with FCC under the Terms, shall be governed by Belgian law. You and FCC agree to submit to the exclusive jurisdiction of the courts of Belgium to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that FCC shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.