

TERMS OF USE – <https://tools.commtozero.be>

Effective since: 19 December 2022

Last update: 19 December 2022

1. Information about COMMTOZERO TOOLS Platform

1.1. The tools Platform of ACC CommToZero <https://tools.commtozero.be> (hereinafter the “**Platform**”) is managed and operated under the responsibility of:

The Association of Communication Companies ASBL/VZW (hereinafter “**ACC**” or “**Us**”)

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VAT BE0451546876

1.2. The Platform provides visitors (the “**Guests**”) and users of the platform (the “**Users**”) with information regarding the CommToZero platform (hereinafter “**CommToZero**” or “**CTZ**”).

1.3. Any question or complaint relating to the Platform, the present Terms of Use (hereinafter the “**Terms of Use**”), the Privacy Policy and/or the Cookies Policy of CTZ (hereinafter the “**Privacy and Cookies Policies**”) can be directed to ACC at the above address or at the following email address: info@commtozero.be

2. Acceptance

2.1. Access to the Platform is subject to the present Terms of Use, the [Privacy](#) and [Cookies Policies](#) and applicable laws and regulations. Access to or use of the Platform consequently implies full and unconditional acceptance by Guests and Users of the Terms of Use as well as the acknowledgment of the Privacy and Cookies Policies.

2.2 The present Terms of Use and the Privacy and Cookies Policies only cover the relationship between Guests and Users and ACC in regard to the use of the Platform. They can be consulted at all times on the Platform.

3. Accessibility and operation of the Platform

3.1. ACC will, insofar as possible, ensure that the Platform is up to date and that it remains accessible to a normal number of Guests and Users. ACC cannot guarantee that the features of the Platform can be available without interruption or errors, that defects are immediately corrected or that the server that makes them available is free of viruses or any other harmful component.

3.2. ACC cannot be held liable for any loss or damage, of whatever nature, which results from suspension, interruption, (technical) disruption, delay, difficult accessibility and/or termination of the accessibility of the whole or a part of the Platform or viruses or any other harmful element that is present on the Platform.

3.3. If Guests and Users find an error, virus or any other harmful element on the Platform, they are invited to communicate it to ACC at the following address: info@commtozero.be, so that the necessary measures can be adopted. ACC advises Guests and Users in any case, to install firewalls, antivirus and other necessary security softwares on their computer to prevent damages.

3.4. ACC reserves the right to suspend or stop the Platform in whole or in part, at any time, without justification and without prior notice.

4. Use of the Platform by Guests and Users

4.1. Guests and Users agree to use the Platform only in accordance with its purposes, to the exclusion of any other purpose.

4.2. Guests and Users are required to ensure that all information they communicate is accurate and up to date.

4.3. Guests and Users agree to use the Platform in good faith and to respect the prevailing legislation, and in particular to refrain from:

- sending to ACC false or misleading content (i.e., by updating this content, if necessary, to ensure that it does not become false or misleading), or any communication that can be considered as obscene, racist or xenophobic, insulting, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights;
- providing e-mail addresses or other types of content to ACC without the prior consent of the individuals involved;
- sending to ACC any content that violates the rights of third parties or damages them in any way (intellectual property rights, right to privacy, trade secrets, etc.);
- copying any literary, artistic, visual or audio-visual content of the Platform for other purposes than personal consultation;
- extracting, by definitive or temporary transfers, all of or part of the content of the Platform, or all of or part of one or different types of data available on the Platform, irrespective of the extraction method used;
- reuse, through public disposal of all of or some of the content of the Platform, or all of or part of one of the different types of data available on the Platform, irrespective of the form;
- sending to ACC any content that refers to illegal websites or websites with inappropriate content;
- using the Platform to send 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 Platform, CTZ, including the use of computer viruses, ransomware or mass mailing;
- gaining (or attempting to gain) unauthorized access to (a part of) the Platform or equipment (hardware and software) used for the proper functioning of the Platform;
- using of a false name, a pseudonym or use of the identity of someone else or of an entity;
- using of the Platform for purposes other than those described in these Terms of Use.

4.4. ACC cannot be held responsible for any non-compliance by Guests and Users with the Terms of Use, the Privacy and Cookies Policies and/or any prevailing legislation. Guests and Users hold ACC harmless against any action, claim or complaint from third parties (incl. public authorities) with regard to their use of the Platform.

4.5. Guests and Users shall use the Platform entirely at their own risk. The Platform, its components and all information, software, features, 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. ACC cannot be held responsible for any losses or damages (whether direct, indirect, tangible, or intangible) arising from the use of the Platform and its components or the inability to use the Platform in whole or in part.

4.7. Guests and Users must inform ACC immediately in writing if they become aware of any inappropriate behaviour or prohibited use related to the Platform, by sending an email to info@commtozero.be

5. Links to and on other websites

Links to other websites can be displayed on the Platform. Other websites may hold links to the Platform. These third-party websites are not operated by ACC, which cannot be held liable for their operation, content, and use. Unless expressly stated otherwise by ACC on the Platform, the existence of such links does not imply any approval by ACC regarding these third-party websites or the use that could be made of them, nor any association or partnership with the operators of such websites.

6. Intellectual Property rights

6.1. The Platform and its components (incl. trademarks, logos, graphics, photos, animations, videos, music, texts, etc.) are the property of or are duly licensed to ACC. They are protected by intellectual property rights (incl. copyright, design rights, trademark rights, etc.) and may not be reproduced, used or distributed without the prior written consent of ACC or, if applicable, the relevant rights holder, under a penalty of infringement of copyright and/or models and/or trademark rights, punishable by three months to three years and a fine of 100 up to 100.000 euros or one of these fines only.

6.2. ACC grants Guests and Users a non-exclusive, non-transferable license, for an indefinite period of time and at any time and without justification, to gain access to the content of the Platform, to consult it and download it only for strictly display purposes. Users may also print a copy of the content displayed on the Platform for strictly personal purposes, provided that they do not modify the content of the Platform in any way and keep all references and mentions of authorship and origin of the Platform.

6.3. Any use of the Platform and its components that is not covered by this provision is strictly prohibited.

7. Requirements regarding the content publication by Users of the Platform

- 7.1. The User commits not to publish or upload on the Platform content that might:
- Mention third parties' information such as addresses, phone numbers, e-mail addresses, social security numbers and/or credit card numbers;
 - In ACC's reasonable judgment, be reprehensible, or that can restrain any other User's use of the Platform, or that could trigger for ACC or other Users their responsibility or any damages.
- 7.2. Users commit to full responsibility for the content published on their profile and its consequences.
- 7.3. Users possess all the content they published on the Platform. Users declare and certify that they possess:
- All rights on the content they published or obtained the necessary authorizations for publishing;
 - The content uploaded is exact and;
 - The use and display of the content provided do not violate these Terms of Use nor any other right, or harm or prejudice another individual or entity.
- 7.4. Only for the use of the Platform and to ease its features if the User published content on the Platform and unless stated otherwise, he/she grants ACC a non-exclusive and free license to use, reproduce, adapt, publish, translate, create new derivative works, distribute, execute or display this content worldwide on any support on or related to the Platform and its promotion, and without use restriction regarding the User's name, image or identify.
- 7.5. ACC will not use the User's content nor his/her name, image or identity for commercial or marketing purposes without his/her prior consent.

8. Moderation and good behaviour of Users

- 8.1. ACC is not to be held responsible for any content a User posts, stocks or downloads through the Platform or via another other User, or for any loss or damage, or any User's conduct, and ACC is not responsible for errors, defamation, omissions, wrong information, obscenity, pornography or blasphemy that the User might encounter.
- 8.2. This provision does not create any right or reasonable expectation that the Platform might never hold any content cited previously. As Platform provider, ACC is not responsible for declarations, representations or content furnished by Users in any public forum, Platform, message or any communication.
- 8.3. Even if ACC is not entitled to filter, edit, or control the content posted on the Platform, ACC holds the right to, at its own discretion, retract, filter, or modify any content posted or stocked on the Platform for any reason whatsoever, and without prior notice. The User is the only one entitled to copy or safeguard any content he/she publishes or stocks on the Platform.
- 8.4. If the content published by the User were not to respect the previously enounced provisions in the Terms of Use, ACC holds the right, immediately and without prior notice to suspend, delete, ask for modification of the content.

8.5. Users can consequently not pretend to any damages or interests. It is therefore reminded that Users personally incur, the specific criminal sanctions in regard to the litigious content (prison penalties and fines), other than any eventual conviction to pay monetary damages.

8.6. In the case of a dispute between Users regarding content published by them, it is the Users duty to get in contact with each other and to find a solution to their dispute. ACC is not expected to intervene and will not intervene in that dispute resolution. ACC holds the right not to give any follow-up to the claim of a User that would be addressed to ACC, and without any responsibility.

9. Complaints by Guests and/or Users

Every claim/complaint of Guests and Users regarding the Platform will be communicated in writing within eight (8) calendar days after they have become aware of it and intend to communicate it to ACC. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by Guests and Users of the fact that has given rise to the claim and, *de facto*, the definitive waiver of any claim under this provision.

10. Updates and language versions

10.1. ACC reserves itself the right, at all times, and without prior notice, to change/update the present Terms of Use and the Privacy and Cookies Policies, as well as the access to the Platform and its content. These changes are binding for Guests and Users each time the Platform is visited or used. It is recommended to consult such changes at every use of the Platform; the date of last modification is indicated at the top of the present Terms of Use.

10.2. In case of any differences between the available language versions of the present Terms of Use and/or the Privacy and Cookies Policies, the English version must prevail.

11. Validity of contractual clauses

11.1. If ACC does not use/invoke one of the provisions of the present Terms of Use for a period of time, this cannot be interpreted in any way as a waiver to enforce such rights on a later stage.

11.2. The nullity, interpretation and/or execution 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 to be considered as unwritten. ACC undertakes to replace this provision by another who, as far as possible, pursues the same goal.

12. Applicable law and competent court

12.1. The validity, interpretation and/or execution of the present 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 present Terms of Use, the courts of the judicial district of Brussels are exclusively competent.

12.3. Before launching legal proceedings, the Visitor and ACC will aim to resolve the dispute amicably. That is why they will first contact each other's, and if appropriate and necessary, reach out for mediation, arbitration or any other alternative dispute resolution method.