



TERMS OF USE - ASYLUMBOT

The developed chat bot application ASYLUMBOT (hereinafter: “**ASYLUMBOT**”) is an initiative of:

ASYLUMBOT is a joint initiative of:

| | |
|--|---|
| <p>DEJURISTEN BVBA Heernislaan 19 9000 Gent Belgium BTW BE 0844 098 750</p> <p>E-mail: contact@dejuristen.be Phone: +32 (0)9 298 04 58</p> | <p>VLUCHTELINGENWERK VLAANDEREN VZW Kruidtuinstraat 75 1210 Sint-Joost-ten-Node Belgium 0434.380.549</p> <p>E-mail: info@vluchtelingenwerk.be Phone: +32 (0)2 225 44 00</p> <p>Hereafter referred to as “VLUCHTELINGENWERK VLAANDEREN”</p> |
|--|---|

VLUCHTELINGENWERK VLAANDEREN wants ASYLUMBOT to keep evolving. We will at all times take into account the feedback of our users. We are open to tips, remarks and questions concerning our services and we promise to react swiftly to every message we receive.

Please do not forget to always mention all useful contact information, so that we can provide you with to-the-point answers.

1 INTRODUCTION

ASYLUMBOT is an extensive and reliable chat bot which aims to help refugees by providing necessary information and referring them to the proper Belgian authorities.

The use of ASYLUMBOT goes hand in hand with certain rights and obligations as determined in these Terms of Use. The term ‘ASYLUMBOT’ is understood to mean the set of websites and applications that is made available under the designation ‘ASYLUMBOT’. The User is also expected to examine our Privacy Statement.

DEJURISTEN
PARLIAMENTAIRE DEJURISTEN

HEERNISLAAN 19, 9000 GENT, BELGIË • CONTACT@DEJURISTEN.BE
+32 (0) 9 298 04 58 • @DEJURISTENBE
BTW BE 0844 098 750 • IBAN BE17 7370 3553 8621

These Terms of Use apply to us, VLUCHTELINGENWERK VLAANDEREN, as well as to the User. A “User” (hereinafter also “You”) within the meaning of these Terms of Use is anyone who uses ASYLUMBOT in order to retrieve information.

Every User who consults and/or uses ASYLUMBOT, declares to be aware of the Terms of Use and to accept the full implementation thereof. In that respect, VLUCHTELINGENWERK VLAANDEREN urges every User to carefully study these Terms of Use prior to the use of ASYLUMBOT as well as in the event of any notified adjustments.

Anyone who uses ASYLUMBOT on behalf of a company or another legal entity is also personally bound to this agreement as User. This regardless of the existence of a separate agreement between VLUCHTELINGENWERK VLAANDEREN and the company or legal entity in question.

Exceptionally, derogations to these Terms of Use are permitted insofar as these derogations are accepted by all parties and confirmed in writing. These derogations apply only to replace or complement the clauses to which they relate. They are without prejudice to the application of the other provisions in these Terms of Use.

2 RIGHT OF USE

2.1 General

Every User has a limited, revocable and non-exclusive right of access, use and display of ASYLUMBOT, including the underlying database and content (in short: right of use).

In no case does the User have the right to sell, republish, redistribute, license or in any other way transfer ASYLUMBOT, the underlying database and the content to a third party without the prior written consent of VLUCHTELINGENWERK VLAANDEREN.

The User can terminate his right of use at any time and unconditionally by ceasing the use of ASYLUMBOT. Such a termination does not bring about the automatic deletion of collected personal data. If the User wishes to delete these personal data he should submit a dated and written request to VLUCHTELINGENWERK VLAANDEREN, by post or per e-mail to info@vluchtelingenwerk.be. VLUCHTELINGENWERK VLAANDEREN undertakes to comply with this request within fifteen (15) working days after the request of the User.

2.2 Limitations to the right of use

The right of use is limited in the sense that the User should refrain from any actions that have or could have a harmful impact on the proper functioning and safety of ASYLUMBOT and the other Users and/or on the use of ASYLUMBOT. The use of ASYLUMBOT may not be in violation of these Terms of Use, the applicable law, the rights of third parties and/or the generally accepted Internet code of conduct.



The following actions are absolutely prohibited:

- Using software programs that focus on the collection and acquisition of data. This includes spiders, crawlers, robots and similar software, but is obviously not limited to those listed.
- Using ASYLUMBOT and its data for spamming, chain letters, junk mail and/or similar variations.
- Stalking other Users and/or trying to convince them of political and/or religious beliefs.

The above enumeration is in no way exhaustive.

2.3 Measures

VLUCHTELINGENWERK VLAANDEREN can take all necessary and reasonable measures when the User acts in violation of the Terms of Use, the applicable law, the rights of third Parties or general accepted rules of conduct of the Internet. VLUCHTELINGENWERK VLAANDEREN preserves a large margin of appreciation to take measures and to determine the scope of that measure. Measures will always be in proportion to the violation.

VLUCHTELINGENWERK VLAANDEREN has the possibility to temporarily or permanently suspend the right of use and to delete a User Account. In addition, VLUCHTELINGENWERK VLAANDEREN can limit the general access of the User to the functionalities on ASYLUMBOT, in part or completely and temporarily or permanently.

When acquired by the situation, the above-mentioned measures can be taken without prior warning. The Licensee does not have the right to ask reimbursements or damages for measures taken. The User has no right to request a refund or compensation for measures taken.

If the User finds that the measure taken is inappropriate or unfounded, he must bring this to the notice of VLUCHTELINGENWERK VLAANDEREN within fifteen (15) calendar days after taking the action. VLUCHTELINGENWERK VLAANDEREN will take these arguments into account upon assessment without being obliged to nullify the original measure(s).

3 OUR OBLIGATIONS

3.1 Our values, proper functioning, security and accessibility

You can be rest assured: we offer a user-friendly Platform that is secure for every User. We take all reasonable measures that are necessary to ensure the proper functioning, safety and accessibility of ASYLUMBOT. This refers to both technical, non-technical and organizational measures. Yet, we cannot give any absolute guarantee in this regard, and one must consider our actions as an obligation of means.



Every use of ASYLUMBOT is always at the User's own risk. This means that we can never be held liable for damages arising from malfunctions, interruptions, harmful elements or defects of ASYLUMBOT, regardless the existence of *force majeure* or an external cause. VLUCHTELINGENWERK VLAANDEREN puts its Platform "AS IS" and "AS AVAILABLE" at the disposal of the Users, which means without any explicit or implicit guarantee concerning the proper functioning, security and accessibility.

VLUCHTELINGENWERK VLAANDEREN can apply a temporary or permanent limitation of access to certain functionalities or a temporary or permanent restriction from the right of use, even without prior warning. In principle, we will only take such measures when justified by the circumstances. This is however no absolute condition.

3.2 Content on ASYLUMBOT

VLUCHTELINGENWERK VLAANDEREN takes all necessary and reasonable measures to ensure that the information presented on ASYLUMBOT is complete, correct, up-to-date and accurate. VLUCHTELINGENWERK VLAANDEREN can however not give any guarantees with regard to the quality and completeness of the information on ASYLUMBOT. As a consequence, VLUCHTELINGENWERK VLAANDEREN cannot be held liable for (direct and indirect) damages suffered by the User as a result of the information on ASYLUMBOT.

In the event that certain content on ASYLUMBOT infringes our Terms of Use, the applicable regulations and/or a violation of the rights of third parties, and/or simply is not acceptable, we ask you to notify us as soon as possible. We will act quickly to make sure the reported content is modified, supplemented or deleted (in part or completely).

4 LIABILITY

VLUCHTELINGENWERK VLAANDEREN is only liable for any imputed serious or repeated minor contractual and/or non-contractual breach caused in the performance of its obligations under these Terms of Use.

VLUCHTELINGENWERK VLAANDEREN is in no way liable for any indirect damages that arise from her shortcomings. Indirect damages certainly include any kind of consequential damages, lost profits, financial or commercial losses, increasing the overall costs, increased personnel costs, damages for loss of clients and/or potential. This list is only indicative and certainly not exhaustive.

VLUCHTELINGENWERK VLAANDEREN is not liable for any kind of loss and/or damages on the part of the User or a third party as long as VLUCHTELINGENWERK VLAANDEREN acts in accordance with her Terms of Use and her Privacy Statement. In addition, VLUCHTELINGENWERK VLAANDEREN is in no way liable for the actions and the resulting damages caused by its Users and/or third parties.



VLUCHTELINGENWERK VLAANDEREN does not exclude its liability in case of fraud or wilful misconduct on the condition that the fraud or wilful misconduct is attributable to VLUCHTELINGENWERK VLAANDEREN. The liability for bodily injury and death is excluded to the extent legally possible.

If VLUCHTELINGENWERK VLAANDEREN is prevented to fulfil all or part of its obligations to the other party due to circumstances beyond its control, there will be force majeure. Force majeure is interpreted very broadly and also includes the acts of third parties. VLUCHTELINGENWERK VLAANDEREN is in that case entitled to suspend its obligations for the duration of the force majeure.

In the event that the liability of VLUCHTELINGENWERK VLAANDEREN is at stake as a result of a contractual or extra-contractual shortcoming imputable to User and/or VLUCHTELINGENWERK VLAANDEREN suffers any damages, losses or costs (including costs for legal aid), the User has to take all necessary measure to indemnify VLUCHTELINGENWERK VLAANDEREN against these adverse effects.

5 LINKS TO OTHER WEBSITES

The content of ASYLUMBOT can contain a link, hyperlink or framed link to external websites or other electronic portals. This does not necessarily mean that there is a connection between us and the external website, nor that we (implicitly) agree with the content of those websites.

We do not verify these external websites and we are not responsible for the secure and proper functioning of the link and the ultimate destination. The User who clicks on a link, leaves ASYLUMBOT. VLUCHTELINGENWERK VLAANDEREN cannot be held liable for any damages arising from the consultation or use of the external website. These external websites may not offer the same guarantees as we do. We recommend the User to carefully read the Terms of Use and Privacy Statement of these external websites.

6 PRIVACY

VLUCHTELINGENWERK VLAANDEREN attaches great importance to privacy. That is why we want to inform our Users, to the fullest extent possible, about our policy concerning personal data. The User can be rest assured that VLUCHTELINGENWERK VLAANDEREN takes the utmost care when processing personal data. VLUCHTELINGENWERK VLAANDEREN guarantees that the processing and collection of personal data will at any time be done in accordance with the applicable privacy legislation, being the *EU Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR)*.

Anyone who uses ASYLUMBOT will in most cases disclose certain personal information. The degree of collection and processing of personal data depends of course on the use and a possible registration. By using ASYLUMBOT, the User agrees that we can open, store and publish the data provided in accordance with the purpose of ASYLUMBOT.



Whenever a User uses ASYLUMBOT, personal data are collected and processed to the extent that it is necessary for the proper functioning of ASYLUMBOT. Personal data are exclusively processed for internal use within VLUCHTELINGENWERK VLAANDEREN. VLUCHTELINGENWERK VLAANDEREN can collect data for data analysis. In order to protect the personal data, the Service Provider commits to pseudonymize the collected data, in compliance with the General Data Protection Regulation. VLUCHTELINGENWERK VLAANDEREN declares having taken all legal and technical precautions to avoid any unauthorized access and use. Providing incorrect or false personal data is considered to be a violation of the Terms of Use.

The User has a legal right to gain access to or make correction to the personal information, in accordance with the GDPR. The User needs to exercise his right via a written, dated and signed request directed at VLUCHTELINGENWERK VLAANDEREN. VLUCHTELINGENWERK VLAANDEREN undertakes to act within five (5) working days following your request.

We kindly refer you to our Privacy Statement for more information about the purposes for which your personal data are being collected and processed and all information about the guarantees we provide with regard to the protection of your personal data.

7 INTELLECTUAL PROPERTY

Creativity deserves protection, and so does ASYLUMBOT and its content. This protection is provided by intellectual property rights which belong to all entitled parties, being VLUCHTELINGENWERK VLAANDEREN and DE JURISTEN. Content means the very broad category of photos, video, audio, text, ideas, notes, drawings, articles, etc. All this content is protected by copyright, software rights, database right, design and model rights and other applicable (intellectual) property rights. The technical character of ASYLUMBOT is protected by copyright, software rights and database right. ASYLUMBOT, her tag lines, logo(s), color combination and every trade name that we use on ASYLUMBOT are also protected by the applicable intellectual property rights. We ask our Users not to use and/or modify the intellectual property rights as described in this article, without the consent of the entitled party.

The User undertakes not to violate the intellectual property rights of VLUCHTELINGENWERK VLAANDEREN, DE JURISTEN or any other party in any way. VLUCHTELINGENWERK VLAANDEREN can in no way be held liable should the User violate the intellectual property rights of third parties. Possible factual or legal consequences are thus fully for the account of the User.



8 MISCELLANEOUS

VLUCHTELINGENWERK VLAANDEREN is free to modify, expand, limit or terminate ASYLUMBOT at all times. The use of this right requires no prior notice and does not give rise to a compensation.

The nullity or invalidity of (a part of) a provision of these Terms of Use does not affect the applicability of the remaining provisions. The disputed provision is considered to stand alone. VLUCHTELINGENWERK VLAANDEREN has the right to replace the provision by a valid provision of similar purpose. The use of (sub-)titles in the Terms of Use has a purely illustrative value.

These Terms of Use are exclusively governed and interpreted in accordance with Belgian law. In case of dispute concerning the validity, interpretation, enforcement and performance of these Terms of Use, parties are committed to resolve disputes as much as possible in mutual consent. If no amicable solution can be achieved, the dispute will be submitted to a center for arbitration and mediation (such as CEPINA) or a competent court. Disputes fall under the competence of the courts of the judicial district Brussels.

© 2017 deJuristen IT law and Intellectual Property (<http://www.ictrecht.be>). The offered information (terms of use and privacy statement) is protected under copyright legislation, which means that this information may not be reproduced or distributed without the previous and written permission of deJuristen (contact@dejuristen.be). deJuristen thus retains all relevant intellectual property rights.

