Terms of Use and Privacy

Agreement between USER and Wikinetix bvba

General

These terms and conditions of use apply to the web site where you found it, and which is further on referred to as “this web site”. This web site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the web site constitutes your agreement to all such terms, conditions, and notices.

This web site was created by and is administered by Wikinetix bvba, Acacialaan 6, 2390 Malle (Belgium), VAT number BE 0836.703.489, RPR Antwerp (Belgium). For more information, you can send an e-mail to info@wikinetix.com

This website is built on the Wikidot.com hosting facility. Wikinetix bvba has no say over the content or other features of the Wikidot services and cannot be held liable in any way for the content or features thereof, or for disfunctionality of the Wikidot Services. For the terms of service of the Wikidot Services, the user is referred to http://www.wikidot.com/legal:terms-of-service.

Modification of these terms of use Wikinetix bvba reserves the right to change the terms, conditions, and notices under which the Web Site is offered, including but not limited to the charges associated with the use of the the web site.

Intellectual property rights

Unless stated otherwise Content of this web site is licensed under Creative Commons Attribution-ShareAlike 3.0 License.

In this web site, Wikinetix bvba may present topics to encourage discussion and idea generation in support of free and open exchange of ideas in a "public commons" environment. Therefore we ask you to agree to the following rules so everyone’s rights can be protected:

- You won’t contribute any confidential information or ideas.
- Anyone is free to use and disclose information and ideas you contribute (including any underlying inventions) without royalties or restrictions. (This "free license" however doesn’t apply to patents or applications filed before the information/ideas were submitted. If you know of any pre-existing patents that may relate to your contribution, you will promptly let the other participants know.)
- You will not provide any software code.
- You will not discuss any pricing, contract terms, output, or other information that could present any issues under any country’s antitrust or competition laws.
- Information on this site does not necessarily represent the views of Wikinetix bvba.
- If you are accepting these rules on behalf of a company or other entity as well as for yourself, you agree that you are authorized to do so.
Unauthorised use of the website

You undertake:

- Not to use the information illegally
- Not to use the website in a manner that damages, distorts, disrupts, or freezes the website or otherwise diminishes its efficiency
- Not to use the website to transmit or post computer viruses, or to transmit or post illegal or unlawful material, or material that is any way unsuitable (including but not limited to materials with a libelous, obscene or threatening nature)
- Not to use the website in such a manner that it causes infringement of the rights of a natural person, legal person or association, such as but not limited to the rights of privacy and intellectual property
- Not to use the website to post or transmit material for promotional or publicity purposes without requesting Wikinetix bvba’s previous permission, except if the recipient expressly requests.

Personal information

Wikinetix bvba does not gather any personal information unless it is provided on a voluntary basis. By completing and sending an order form, or sending an e-mail, a visitor grants Wikinetix bvba permission to save his or her personal information in a database of Wikinetix bvba for the purpose of automated user profiling, customer management, market research and direct mail by post. The information provided can be transferred for these purposes to companies contractually connected with Wikinetix bvba. You have the right to review your relevant personal information and make corrections if applicable. You have the right to oppose the use of your information for direct marketing purposes, free of charge. You can direct your request to review, correct or oppose use of your information to info@wikinetix.com.

Your electronic contact information can be used by Wikinetix bvba for direct e-mail marketing if you have given your advance permission. Your advance permission is not required if Wikinetix bvba uses electronic contact information it has received for delivery of certain products or services for direct e-mail marketing of its own similar products or services. You have the right to review your relevant personal information and make corrections if applicable. You also have the right to oppose the use of your information for direct marketing purposes, free of charge. You can direct your request to review, correct or oppose use to info@wikinetix.com.

Automatically collected non-personal information Wikinetix bvba can collect anonymous or aggregated information of a non-personal nature, such as browser type or IP address, the operating system you use or domain name of the website from which you came to the Wikinetix bvba website or to which you go when you leave the site.

Cookies During a visit to the site, cookies may be automatically installed on your computer’s hard drive. This data helps us better attune the site to visitors’ preferences. Most Internet browsers allow you to delete cookies from your hard drive, reject cookies or receive a warning before a cookie is installed. Refer to the instructions or help function of your Internet browser for more details. If,
during a specific visit to the site, you agree to the use of cookies, these cookies may be used again during subsequent connections to the site.

**Google Analytics** This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.”

**IP addresses** When a message is posted to the forums, the poster’s IP address is displayed. Sometimes the IP address of a proxy server is also visible in brackets. The purpose of this is to increase the authenticity and integrity of messages by preventing people from posting messages under someone else’s name. In the event of complaints about intended unlawful behavior, this IP address can also be given to the law enforcement authorities.

**Liability of Wikinetix bvba**

**Information on this website** The information, software, products and services (“information”) that is offered on or via this website may contain shortcomings of all kinds. Wikinetix bvba does not guarantee the suitability, reliability, timeliness or precision of the information. The information is supplied and presented without any form of guarantee. Wikinetix bvba shall not be liable either for possible viruses, if these should occur, despite the precautions taken on the site, and rejects all liability for any damage these viruses should cause. Wikinetix bvba expressly reserves the right to change the information on the site at any time.

**Links to other websites** This web site may contain hyperlinks to websites or web pages of third parties or other parties, or refer to them in some other way. Wikinetix bvba has no say over the content or other features of these websites or web pages and cannot be held liable in any way for the content or features thereof. Wikinetix bvba’s use of links does not in any way constitute implicit approval of the content of these website or web pages.

Wikinetix bvba shall not be responsible or liable for the content of any other website or any subsequent dealings you may have with the owner of the other website.

If you access any third party website using links provided by Wikinetix bvba, you do so entirely at your own risk.
**Advice via this web site** If advice is given directly or indirectly via the website for medical, legal, financial or other personal or business decisions, then this advice has been provided without any type of guarantee and without Wikinetix bvba being able to be held liable. You should always get extra information from experts regarding the advice, tailored to your situation.

**Links to this web site** Wikinetix bvba encourages users to establish hypertext links to this website. Whilst links should generally be made to site’s home page you may link directly to information or guidance provided on the Website where it is appropriate to do so.

Any link that you may create to the Website is subject to the following conditions:

- you do not replicate any page on this Website
- you do not alter the size and appearance of Wikinetix bvba’s or trade marks
- you do not frame or place a border around any page on the Website
- you do not imply that Wikinetix bvba endorses any goods or services, except where you are permitted to do so under a Licensing Scheme
- you do not provide any false or misleading information about Wikinetix bvba
- you do not link to any website that contains offensive materials or infringes any applicable laws or rights of any person.

**Passwords and secure areas of this web site** You need a password to access certain parts of the site. Entering these parts without a password is strictly prohibited. Once you have received such a password, you must keep this password secret and confidential. You must notify Wikinetix bvba immediately if another person other than yourself should obtain your password, or if you received such a password from someone other than Wikinetix bvba. Each use of our services made after valid identification using your password shall be deemed to be committed by you yourself. If Wikinetix bvba has reason to believe that the safety of the site is in jeopardy, Wikinetix bvba can change your password (without prejudice to its other rights and redress).

**Applicable legislation and competent courts**

The use and provision of this website is governed by the laws of Belgium, with the exception of Belgian secondary referral rules under Belgian international private law. In the event of disputes, the courts of Antwerp (Belgium) have sole jurisdiction.