

## Terms of Use of the MYOC website - April 23rd 2018

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### 1. Introduction

Please read these Terms of Use (« **Terms** ») carefully before accessing and using the website [www.myoc.be](http://www.myoc.be) (the “**Site**”) operated by Make Your Own Choice, a non-profit association with post office at Avenue Van Volxem 405, 1190 Brussels (“**MYOC**”, “**us**”, “**we**”, or “**our**”).

These Terms of Use are a binding agreement between you (“**User**”) and MYOC, and governs your access and use of the Site, which includes any information, data, tools, products, services and other content (together, “**Content**”) available on or through the Site. By accessing or using the Site, you agree to be bound by the Terms described herein and all terms incorporated by reference. If you disagree with any part of these Terms, do not use the Site. In addition, by accessing and using our Site, you confirm that you acknowledge and agree to abide to our Privacy Policy.

The Site MYOC is an online platform that aims to facilitate the provision of information between candidates in local elections (“**Candidates**”) and voting citizens (“**Citizens**”). Essentially, the Site functions as an intermediary between Candidates and Citizens in the context of the political campaign and local elections.

Concretely, each Candidate has the possibility to create a personal profile on which he/she can present some personal information, his/her political program and key measures. In that way, the Citizen has access to the political lists of the Candidates in his/her municipality registered on the Site, may easily compare them and identify the Candidate of his/her choice.

In addition to the information shared by the Candidates, Citizens can more actively participate to the political debate on the Site, by formulating citizens’ proposals on the page devoted to their municipality.

The entire range of services offered by MYOC via its Site is hereinafter referred to as the “**Services**”.

### 2. Limitation

The Services are provided on an “as is” and “as available” basis without any warranties of any kind. MYOC does not guarantee the accuracy, completeness, appropriateness or suitability of the information provided. You are responsible to ensure that the Site and all information provided are suitable to your needs.

We accept no liability for damages that are likely to happen in your computer systems and/or loss of Data related to the use of the Site.

MYOC’s liability shall not be engaged in case of a technical unavailability of the connection, due, notably, to *force majeure*, a maintenance, to an update, to a modification of the Site, to an intervention of the host, to an internal or external strike, to a breakdown of the network, or still to an electric power cut.

You accept that the browsing and the use of the Site depend on the smooth running of Internet, on systems and on services of third parties. MYOC is kept only by an obligation of means; its responsibility cannot be engaged for a damage resulting from the use of the Internet network such as the loss of data, an intrusion, a virus, a cut of the service or other incident.

You expressly admit using the Site at your sole risks and responsibility. The Site supplies information for information purposes, but without being able to guarantee that no imperfection, error, omission, inaccuracy or other ambivalence is there. In any case, MYOC can be held responsible on no account:

- of any direct or indirect damage, being able to among others result from the use of the Site or its contents, or the impossibility of its use;

- of a dysfunction, an unavailability of access, a misuse, a bad configuration of your computer, or the use of a little usual browser;
- of the contents of the other links or accessible external sources from the Site;
- of the failure to respect by the User of any of his obligations under these Terms;
- of a negligence or a fault of the User;
- of a use of the Services not in compliance with these Terms or with their destination;
- of the contents published(edited) and published by a User;
- of a force majeure.

### 3. Sign-up and unsubscription

#### For the Candidates

In order to create a profile on the Site, the Candidate has to register, starting with identify him/herself by typing his/her name, first name and email address.

A box needs to be checked to abide to the Terms of Use and our Privacy Policy.

The stages which will allow him/her then to create his/her profile and to publish it on the Site are the following ones:

❖ Stage 1 - "Profile": information to be completed

- Municipality (\*)<sup>1</sup>
- Name, first name(\*)
- Age
- Mother tongue(\*)
- Gender(\*)
- Political party(\*)
- First application in local elections: yes or no(\*)
- Public mandate, remunerated or unpaid
- Personal website
- Linkedin
- Twitter
- Facebook
- Profile Picture
- Cover Picture
- Youtube link
- Phone number
- Picture or scan of ID card (front) (\*)

❖ Stage 2- "Biography § Key Measures of the Candidate"

❖ Stage 3 – "List"

- a. If the list of the Candidate already exists on the Site, the Candidate selects it to indicate that he/she is a member of it and to be listed as such on the Site. (\*)
- b. If the list of the Candidate does not already exist on the Site, the Candidate has to create it by typing its name and uploading its logo (\*)

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<sup>1</sup> (\*) = mandatory

In this case, the Candidate is invited to add names, first names and email addresses of the other Candidates of this list so that an e-mail can be sent to them by MYOC to invite them to register on the Site.

- c. If the Candidate is "heading the list", he/she has to indicate it and can, in this case, complete the program of the list.
- d. If the Candidate is not "heading the list", he/she has to indicate it and has to, in this case, type the name, first name and email address of the "head of the list". MYOC will automatically send him/her an email to inform him/her about the creation of list on the Site, and to invite to register and type the political program of his/her list.

❖ **Stage 4: Publish**

In order to confirm and validate the creation of his/her profile on the Site, the Candidate needs to check a box to confirm that the contents which he intends to publish on the Site complied with the Terms, and in particular that it is neither deceitful, nor illegal.

If the Candidate pays following the process abovementioned, and confirms his/her will to publish his/her profile on the Site, he/she receives an e-mail of confirmation of his/her registration on the e-mail address which he/she will have informed.

In this email, he/she will be invited to click on the link provided to validate his/her identification and the publication of his profile.

If the Candidate does not have an "official" email address<sup>2</sup>, his profile will be published on the Site only after validation of its identity by MYOC within 72 hours.

An email providing for a link towards the Candidate-Interface, which allows them to modify the information of their profiles, is automatically sent to the Candidates.

Any complain concerning will have to be sent according to the following instructions:

- Sufficiently detailed and based on documented and communicated evidences .
- Sent to MYOC by e-mail at the address [info@myoc.be](mailto:info@myoc.be) within 15 days as from the sending of the email.

### **For the Citizens**

The Citizens who wish:

- "Like" one or several key measures published on the Site by one or several Candidate;
- and/or publish a citizen proposal on the page of their Municipality dedicated for that purpose;
- and/or save Candidate's profile or key measures.

Have to sign up via Facebook or Google and then indicate their name, first names and e-mail addresses, and confirm that they agree to the Terms and that they have acknowledged the Privacy Policy.

Consequently, they grant the access to the Citizen-Interface that allows them to consult the profiles, key measures and citizen's proposals that they would have liked.

Before publishing a proposal citizen on the Site, the Citizens necessarily have to confirm, by checking a box planned for that purpose, whom the contents of their proposal citizen is in compliance with the present General Conditions in particular whom he(it) is neither deceitful, nor illegal.

### **Removal and cancellation of the subscription**

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<sup>2</sup> Here are some examples of email addresses that are considered as "official": [@ps.be](mailto:@ps.be), [@mr.be](mailto:@mr.be), [@cdh.be](mailto:@cdh.be) ; ...

The User can unsubscribe at any time by sending an email at the following address: info@myoc.be. The unsubscription will be effective within working 48 hours following the reception of the email. The unsubscription leads to the cancellation and suppression of the User's personal account and the anonymization of all content that he/she would have published on the Site.

In any case, if the User does not respect the Terms and in particular the following point: in the points: "Parties' Obligations "Parties' Guarantees" and "Intellectual property", MYOC is entitled to delete the personal account of the User concerned, suspend or cancel the access to his/her personal account, after having sent a formal notice remained ineffective during 30 days as from this sending.

In case of termination because of the User's fault, all of the sums paid by the Candidates to MYOC rests owed, without prejudice damages which MYOC can demand.

#### **4. User's Obligations (Candidate and/or Citizen)**

##### **General Obligation**

The User commits to use the Site according to the present Terms and notably:

- To commit no counterfeit act, not to reproduce, to download, to represent, to modify, all or part of a content on which a third party holds rights, in particular intellectual property rights;
- To commit no act infringing the present Terms, or against the laws, the directives, ordonnances and current regulations;
- Not to disturb or to damage directly or indirectly the smooth running of the Services, in particular not to introduce a virus or any other technology harmful to the Services that we propose
- To set up one user account only
- In case MYOC decided to delete the User's personal account for one of the reasons contained in the abovementioned article "Removal and cancellation of the subscription", to not create another account

##### **Obligations related to the content published**

The User commits not to publish information:

- That are likely to be false, deceitful, or unrelated to the object of the Site and/or the Services
- That are in breach of public order and "morality" (in particular, apology of the crimes against humanity, racial incitement to hatred, child pornography, incitement of criminal acts, etc.);
- That infringe Belgian laws, and in particular law of July 30th, 1981 tending to repress certain acts inspired by racism or xenophobia, law of March 23rd, 1995 tending to repress the negation, the minimization, the justification or the approval of the genocide committed by the German National Socialist regime during the Second World War, the Penal code, in the European Convention on Human Rights, in the various Directives, ordonnances and Regulations in force.
- That can be qualified as criminal acts (ex: defamatory, offensive, inappropriate, offensive in particular: hateful, racist, xenophobic, pedophile, homophobic, revisionist or damaging reputation, threatening a person or a group of people);
- That encourage people to carry on infringement of intellectual property rights of third parties;
- To usurp the identity of every person or entity or which deforms your link with a person or an entity;
- To establish some relative not requested communication in particular in promotions, political campaigns, advertisements or requests;
- That disclose personal data of third parties, including the addresses, the telephone numbers, the e-mail addresses, the numbers of Social Security and the numbers of credit card.
- That are reprehensible according to the reasonable judgment of MYOC, restricts or prevents other persons to use the Site, might engage MYOC's liability.

He/she takes full responsibility for the content published on hi/her profile and its consequences. He/she is entirely responsible for the character accurate, complete and updated of all information that has been communicated to the public on our Site.

You are the owner of the information that you published on the Site. You declare that you possess all the rights related these information and that you acquired the necessary consent for its publication; that the content is accurate and non-erroneous; that it does not infringe the present Terms and will not damage another person or entity.

For the use of the Site and its Services, you grant MYOC a non-exclusive license to use, reproduce, adapt, publish, translate, create derived works, distribute, carry out and display the content that you published to the whole world on any support related to the Site and its promotion, including the right to use your name, picture and identity.

MYOC shall not use the Users' content or your name, picture, identity for commercial use or marketing without your prior consent.

### **Moderation and proper conduct**

MYOC shall not be responsible for the content that you or any third party posted, published, stocked or downloaded, or for any losses or damages, or for the Users' behaviours, and MYOC is not liable for any errors, defamatory, omission, erroneous information, pornography, obscenity, blasphemy that you could be confronted with.

This provision does not entitle anyone of a right that the Site should not contain what is forbidden by the present provision. As a Service Provider, MYOC is not liable for declarations or representations by its Users on public forums, websites, messages or other communications.

Although MYOC has no obligation to filter, edit, control the content posted on the Site, MYOC reserves the right to withdraw, remove, filter or modify any content published on the Site for any reasons, and this without notice. You are responsible to make copies of the content that you published on the Site.

Notwithstanding this, in case the content published by a User would not respect the present Terms, MYOC reserves the right to, without notice:

- Suspend, delete, ask for a modification of the litigated content;
- Block, suspend or delete the User's account.

The User will not be able, in this case, to claim for any kind of damages. Furthermore, it is reminded that the User might be sentenced by a criminal sanction (fines or imprisonment) and/or have to pay damages.

In case of dispute between Users about the content that has been published on the Site by one of them, it is for them to contact each other. MYOC has no role to play in this procedure. MYOC reserves the right to reject any claim of this kind without having the possibility to be held liable.

## **5. Warranty**

### **MYOC**

No guarantees is provided by MYOC, other than the compliance of the Services as described in the present Terms.

In any case, the Users expressly recognize that MYOC cannot guarantee the adequacy of the Services to a particular need nor the achievement of objectives fixed by the Users, even if MYOC has been informed. MYOC cannot guarantee that the Services and the Site will work continuously, will be exempted from error, bugs and viruses.

The User gives up taking advantages towards MYOC, in any respect whatsoever, of any failure, discontinuation, limitation or suspension of all or part of the Services related to its IT structure.

According to the current law, MYOC will be responsible on no account for damages whatever they are (including, consequential damage, losses of earnings or damage resulting from the loss of data) related to the incapacity to use the Site, even if MYOC was warned of the possibility of such damage.

## **Users**

The User declares and recognizes to be major and to have the full legal capacity allowing him/her to abide with the present Terms. The User not having the full legal capacity can only reach the Services upon the consent of his/her legal representative.

The User guarantees that the person at the origin of their subscription to the Services is duly authorized to subscribe to such a subscription to the name and for the User. As such, they guarantee MYOC against any action, complaint, opposition on behalf of a third party calling upon a right based on the information passed on and published on the Site. The User makes a commitment to entirely compensate MYOC in case its responsibility would be engaged on this basis.

Each of the Users gives evidence that all the information supplied to MYOC is exact and complete.

The User is solely responsible for the relationships he/she might have with another User or MYOC's partner. As such, the User commits to be careful in these relationships, to respect social norms of politeness and courtesy with the other Users and contractual services suppliers of MYOC.

## **6. Hypertext links**

The Site might contain hypertext links to other websites. You recognize in this respect that MYOC can be held responsible for no damages or loss either in connection with the use or in connection with the fact of having acquainted with the contents, the advertisements, the products or the services available on these sites or external sources.

The terms of use of these sites or external sources might differ from the present Terms. MYOC invites you to acquaint with their terms of uses.

If, in spite of the efforts of MYOC, one of the present hypertext links on the Site pointed to a site or an Internet source the contents of which appeared to infringe Belgian law and its orders of execution, please let us know via the e-mail address [info@myoc.be](mailto:info@myoc.be).

## **7. Copyright infringement**

All the intellectual property rights on texts, images and other products and/or services, as well as the plans, the programming, the documentation and all other presented materials, developed and/or used by the Site or during its preparation belong exclusively to MYOC or to its suppliers. The use of the Site on behalf of MYOC and its suppliers does not imply any transmission of property rights.

You receive no right of use or other intellectual property right on the Site or the information which are contained there.

You can use the Site and its information for your personal use.

Except the authorization expressed above, you will not reveal, duplicate, give third party, partially or in entirety, the information contained on the Site, in any way, without prior written authorization of MYOC.

In a general, the User refrains himself from any act and from any act likely to damage directly or indirectly the intellectual property rights of MYOC or a third party.

Certain information can be downloaded from the Site. These information are subjected to the present Terms.

## **8. Personal Data and Privacy Policy**

The personal data that you provide us by using the Site will be only recorded and used according to our Privacy Policy.

## **9. Severability**

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

## **10. Changes to the Terms**

We reserve the right to modify the present Terms, according to the current regulations. In this, we will keep informed of the modifications. Any use by you of the Site after notification of these modifications, will mean that we will consider that you agreed to the new version of the Terms. You are thus invited to verify the date of the current version. The date of the last modification of the present Terms is on top this page.

## **11. Entire Agreement**

The present Terms express the entire range of obligations of the Parties.

## **12. Governing Law and Jurisdiction**

The Belgian law is applicable to the present Terms.

Any dispute related to these Terms shall be brought in front of the French-speaking division of the courts located in Brussels-Hal-Vilvorde.

Thank you for reading our Terms.