

TERMS AND CONDITIONS

ACCESS TO THE EUREKA EXPERT DATABASE

When access to the EUREKA Expert Database (“the Expert Database”), the User agrees to the following Terms and Conditions established by the EUREKA Association AISBL (“EUREKA”):

Article 1 - General

- 1.1 The Terms and Conditions come into effect when explicitly accepted by the User. By checking the option "I accept the Expert Database Terms and Conditions", Users confirm that that they have read, understood and agreed to these Terms and Conditions.
- 1.2 Only after having agreed on these Terms and Conditions, the User can access to the Expert Database.
- 1.3 EUREKA reserves the right to amend the Terms and Conditions. Users will be asked to give their consent to such amendments as described here above in 1.1.

Article 2 – Use of the Expert Database

- 2.1 A User may only access the Expert Database in order to search and assign experts for project evaluations as well as provide status update on completed work, provided these Terms and Conditions are followed. Access to and use of the Expert Database for any other commercial or non-commercial purposes are not allowed.
- 2.2 The Expert Database may only be accessed and used by the User. The User must not share his/her account with anybody else. The database access shall not be given to third parties without the prior, express and written consent of EUREKA.
- 2.3 A User may not re-package, compile, re-distribute or re-use any or all of the data unless when permission to do so is granted in writing by EUREKA.
- 2.4 Any abuse of the Expert Database or any use of the Expert Database for illegal activities is not allowed. The Users are solely responsible for any ethical and legal implications pursuant to their use of the Expert Database.

Article 3 - Confidentiality

- 3.1 When accessing and using the database, the User shall be responsible for maintaining the confidentiality of any information, data, documents or any other material including any information of a personal, scientific, technical, or commercial nature, which is made accessible on this database.
- 3.2 The User shall demonstrate the appropriate loyalty to their duty and fully understand the confidential nature of their task.

Article 4 - Data protection

4.1 The User, as data controllers, undertake to comply with the laws and regulations in force applicable to the processing of personal data disclosed under these Terms and Conditions and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter "the European Data Protection Regulation").

Article 5 - Conflict of interest

5.1 The User shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of its duties. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise shall be notified to EUREKA without delay. In the event of such conflict, all necessary steps to resolve it shall immediately be taken.

Article 6 - Liability

6.1 EUREKA cannot be held liable for acts or omissions committed by the User when using the Expert Database.

6.2 The access to the Expert Database is given on a temporary basis. The User will be held responsible for returning, erasing or destroying any documents or other material after the access has been removed, unless EUREKA expressly agrees to the retention of the aforementioned material.

Article 7 - Intellectual property

7.1 The access to the Expert Database is without prejudice to the intellectual property rights held by EUREKA.

7.2 The rights conferred by EUREKA to the User during his/her temporary access to the Expert Database cannot be transferred to a third party without the express authorization of EUREKA.

Article 8 - Applicable Law and Jurisdiction

8.1 The Law of Belgium shall govern these Terms and Conditions.

8.2 In case of a dispute relating to these Terms and Conditions and any amendments and, in the event that a mutual consent is not possible, the Belgian Courts of Brussels shall have the sole jurisdiction to hear any dispute between EUREKA and the User as regards the validity of the execution of the obligations referred to in these Terms and Conditions and the interpretation of these Terms and Conditions.