

TERMS OF USE for the YEPNEWS AGGREGATOR

These terms of use (“**Terms**”) govern the access to, and use of the “yepnews” website and application (“**Service**” or “**Aggregator**”) provided by AISBL EBU-UER with registered office at avenue des Arts 56, 1000 Brussels, Belgium (“we”, “our” or “us”) and hosted on behalf of “A European Perspective” Project’s Partners (<https://www.europeanperspective.net/home>) (“**Project Partners**”).

The Service enables the user (“**User**” or “you”) to have access to “Your European Perspective” (“YEP”) news aggregator (“**Aggregator**”) under the address www.yepnews.eu and to the related content (“**Content**”).

ACCESS TO THE SERVICE

(i) Access to and use of the Service is free of charge; no payment is required. You are responsible for all internet access, mobile data and other charges incurred when using the Service.

(ii) You are responsible to maintain the operating system of the device or systems through which you access and use the Service up-to-date and install all recommended software and security updates.

USE OF THE SERVICE

You must always use the Service in a lawful manner and in compliance with these Terms. This means that you are permitted to use and view the Service for your personal and non-commercial use only. You may not reuse, republish, or reprint any part of the Content without our written consent.

You must not (i) Use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code (including viruses or harmful data) into the Service; or (ii) Use the Service in any way that could damage, disable, overburden, impair or compromise AISBL EBU-UERs technical infrastructure, systems or security or interfere with the other User’s use of the Service; or (iii) Collect or harvest any information or data from any aspect of the Service or AISBL EBU-UER’s technical infrastructure or systems or attempt to decipher any transmissions to or from the servers running the Service.

BINDING TERMS

By accessing and/or using the Service you agree to be legally bound by these Terms. If you do not agree to be legally bound by these or any future Terms, please do not access and/or use the Service. These Terms shall apply to any use of the Service.

SERVICE CHANGE

The Service may change (temporarily or permanently) depending on your device, location, or territory or to perform maintenance or to upgrade the Service or to ensure compliance with these Terms, applicable laws or regulations and you may therefore not be able to always access Services (or part thereof). We may, at any time and at its discretion (i) limit your access to certain features of the Service or (ii) disable your access to the Service (temporarily or permanently). You release AISBL EBU-UER and the Partners of any liability that may arise from using or from not being able to access or use the Service.

INTELLECTUAL PROPERTY

We and/or the Partners (and/or our licensors) shall remain owner(s) of the copyrights, title and/or interest in each Content that any Partner contributes to the Service.

We and/or the Partners remains the sole and exclusive owner of all intellectual property rights, title and/or interest in its name(s), trade name(s), branding, logo(s), and trademark(s).

The AISBL EBU-UER grants you a non-exclusive, non-transferable, and revocable license to use the Service in accordance with these Terms. This license does not include a license to reproduce, modify, or distribute the Service. Except for the license granted above, you have no rights, title, and interest (including all intellectual property rights) in and to any part of the Service. We (and/or our licensors) reserve all rights in connection with the Service. This means, for example, that we and/or our licensors remain owners of such intellectual property rights and are free to use them as we and the Partners and/or our licensors see fit.

DATA PROTECTION

All data protection matters related to the Service are addressed in our Privacy Notice (available at: <https://yepnews.eu/privacy.pdf>), which is incorporated by reference into these Terms.

YOUR CONTRIBUTION

To the extent permitted by the Service, you may be able to interact with the Content on the Service (including liking, tagging, commenting on) ("Contribution"). You must not post or transmit on or through the Service any material that is unlawful, defamatory or in violation of these Terms. You grant to (i) AISBL EBU-UER a worldwide, non-exclusive, transferable licence (with the right to sub-licence) to use, reproduce, distribute, modify, display, publish your Contribution; and (ii) to each User of the Service a worldwide, non-exclusive licence to access your Contribution through the Service and to use such Contribution to the extent permitted under these Terms.

THIRD-PARTY WEBSITES

For your convenience, the Service may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from the Service. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

LIMITATION OF LIABILITY

While AISBL EBU-UER aims at ensuring that the Service is accurate, up-to-date, and free from bugs, we cannot warrant that it will be. The Service and the Content are provided to you on an "as is" and "as available" basis and without warranty of any kind. Therefore, your access to and use of the Service or any Content is at your own risk.

To the fullest extent permitted by law, AISBL EBU-UER accepts no (direct or indirect) liability with respect to any use of Content nor for any use of the Service. You shall indemnify and hold harmless AISBL EBU-UER, the Project Partners, licensors and/or any other EBU Member sharing Content on the Aggregator from and against all claims (including third party claims) related to your use of the Content or of the Service.

You are responsible for the technical access to the Service. AISBL EBU-UER does not accept any liability for the network operators and exclude any liability for the hardware and software required to use the Service. AISBL EBU-UER also excludes any liability for damages caused to you arising from transmission errors, technical defects, malfunctions, unlawful intrusion in telecommunication systems and networks, network overload, deliberate blocking of electronic access by third parties, interruptions, force majeure, or other failure.

NO WARRANTY

Except as expressly provided herein, AISBL EBU-UER makes no warranty or guaranty of any kind, whether express, implied, statutory, or otherwise, and the AISBL EBU-UER specifically disclaims all warranties, whether implied, express, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted under applicable law.

NO WAIVER

The failure of AISBL EBU-UER to exercise or enforce any of its rights under these Terms shall not be deemed to be a waiver of any such right and shall not prevent the exercise or enforcement of the right at any time thereafter.

NO THIRD-PARTY RIGHTS

Save as otherwise provided herein, no third party shall have any rights under or in connection with these Terms. You agree that AISBL EBU-UER may assign its rights and obligations under these Terms to a group company or a third party.

SEVERABILITY

The invalidity or unenforceability of any one of the provisions of these Terms shall not adversely affect the validity or enforceability of the remaining provisions.

The English version of the present Terms of Use shall prevail over any translation in another language of the said Terms of Use.

CHANGE TO THESE TERMS

We may change these Terms and/or the Service (or part thereof) at any time. These changes will be communicated to you with the date upon which such changes shall become effective. You will be deemed to have accepted such changed Terms the first time the Service is accessed or used after the communicated effective date of the changes.

APPLICABLE LAW AND JURISDICTION

These Terms shall exclusively be governed by and construed in accordance with Belgian law. Any dispute arising from or in relation to these Terms shall be exclusively settled by the competent French-speaking courts of Brussels. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.