

Terms of Use

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Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Use, along with our Privacy Policy <https://www.vub.ac.be/en/privacy-statement>, any mobile license agreement, and other posted guidelines within our Website, collectively “Legal Terms”, constitute the entire and only agreement between you and us, the Vrije Universiteit Brussel. This terms of use supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. We may amend our Legal Terms at any time without specific notice to you. We will notify all changes to the legal terms through the website or by mail to all users. A User will be bound to the legal terms posted on the moment of contracting and/or invoicing. Existing clients renewing a monthly or yearly subscription are subject to the changes in the legal terms posted.

By using our Website, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully. If you do not accept our Legal Terms, do not access and use our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue use of our Website.

The last update to our Terms of Use was posted on November 18, 2019.

Definitions

The terms “us” or “we” or “our” refers to Vrije Universiteit Brussel (hereafter referred to as “VUB”), the owner of the Website.

A “Visitor” is someone who browses our Website, but has not registered as User. A Visitor has access to limited Content and Service.

A “User” is an individual that has registered with us to access our extended Content and Service.

A “Guest” is an individual that is invited by a User to provide inputs on the Website for his stakeholder group. He receives a login and a password which give him a limited access to the website. Depending on the needs of the User, the Guest can access the step 4, 5 and/or 6 of the software. He will be able to respectively weight his criteria, evaluate the impact of the alternatives on his criteria and see the results.

Our “Service” represents the collective functionality and features as offered through our Website to our Visitors and Users.

All text, information, graphics, audio, video, and data offered through our Service are collectively known as our “Content”.

Limited License

VUB grants you a non-exclusive, non-transferable, revocable license to access and use our Website strictly in accordance with our Legal Terms. Your use of our Website is solely for the purposes stated within our Legal Terms; any other use is a violation of this license and will result in the revocation of your subscription.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. VUB reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your User account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

Eligibility and Registration for User Subscription

You may view some of our Content as Visitor, without becoming a User of our Website. Your subscription as User provides you with extended Content and Service, is obtained through registration process and is not transferable or assignable and is void where prohibited. You certify that you are at least age 16 years of age or older.

During the registration process, you must provide your legal full name, a valid email address and any other information requested in order to complete the registration process.

Any registration by any User in contravention of the above limitations is unauthorized, unlicensed and in violation of our Legal Terms. You agree to and to abide by all of the terms and conditions of our Legal Terms. VUB has sole right and discretion to determine whether to accept a User, and may reject a User's registration, with or without explanation.

When you complete the registration process, you will create a password that will allow you to access extended features of our Website. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any authorized use of your password or any other breach of security regarding your account or information. You agree that VUB shall not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

You also agree that the acquired login will only be used by yourself, a single login shared with multiple people is not permitted; any other use is a violation of this license and will result in the revocation of your subscription.

You can enjoy a one (1) month free trial period where you will have access to all the options of the software. After one month, your account will be limited to MCA projects only. Your MAMCA projects will be blocked if you don't inform us of your intention to subscribe to our Website as a User before the end of the free trial period. You will only be granted a free trial once.

Payments, Refunds, Upgrading and Downgrading

When you register as User, a valid credit card for paying subscription is required. The extended Content and Service is billed at the end of the month of the license activation, depending on the payment plan selected and is non-refundable. There will be no refunds for partial months of Service or refunds for months unused with an open subscription. In order to treat everyone equally, no exception will be made.

For any upgrade or downgrade in plan level, the credit card you provided will automatically be charged the new rate. If you upgrade in the middle of a billing period, your credit card will be charged the prorated amount of the difference of the upgraded plan and the old plan, divided by the number of days remaining in the subscription billing cycle. If you downgrade in the middle of a billing period, you can continue to use the Service until your account automatically downgrades at the end of your current billing period. Downgrading your subscription may cause the loss of Service, Content, features or capacity of your previous subscription. VUB does not accept any liability for such loss.

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You may provide links to our Website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your Website does not engage in illegal or immoral activities, and (c) you discontinue providing links to our Website immediately upon request by us.

Links to Other Websites

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. VUB has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

Warranty Disclaimer

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Limitation of Liability

VUB, as well as all our affiliates, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website; (b) the unavailability or interruption of our Website; (c) your use of our Website; or (d) any delay or failure in performance of our Website.

VUB AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. VUB AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO WARRANTY, REFUND, OR OTHER RESTITUTION TO YOU WITH REGARDS TO OUR WEBSITE, OTHER THAN AS SPECIFIED HEREIN, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DELAYS, CANCELLATIONS, STRIKES, GOVERNMENTAL ISSUES, OR FORCE MAJEURE.

IN NO EVENT WILL VUB OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOSSES ARISING FROM YOUR USE OF OUR WEBSITE, EVEN IF VUB IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VUB'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO YOUR CEASING USE OF OUR WEBSITE.

Indemnification

You agree to indemnify, defend and hold harmless VUB and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates, from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of our Legal Terms or your use of our Website.

Termination of Your Account

If you violate the terms of the Legal agreement, VUB will issue you with a notice of the violation and will give you 7 days to rectify the issue. If you remain in breach after the 7 days, VUB may terminate the account. You may also voluntarily terminate your account, for this you are solely responsible. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by contacting us at info@mamca.be.

If you cancel the Service before the end of your current billing period, you can continue to use the Service until your account automatically closes at the end of your current billing period.

You understand that if your account is terminated, you will lose access to our Service as User and any User Content you have provided. You understand that we are not required to provide you with copies of such User Content nor continue to maintain copies of such User Content on our Website.

Arbitration

Any legal controversy or legal claim arising out of or relating to our Legal Terms and/or our Website shall be settled solely by binding arbitration in accordance with the arbitration rules of the Belgian law. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted before the Belgian law, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. We may seek any interim or preliminary relief from a court of competent jurisdiction within Brussels (Belgium), necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs,

but the arbitrator may award arbitration fees and costs, including reasonable attorney fees, to the prevailing party.

Miscellaneous

Our Legal Terms shall be treated as though it were executed and performed in Brussels (Belgium) and shall be governed by and construed in accordance with the laws of Brussels (Belgium), without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of VUB under our Legal Terms shall survive the termination of our Legal Terms.