



GENERAL TERMS OF USE - 2.0

ATHENAWEB - EDUCATION ZONE - SPECIAL TERMS OF USE - 2.0

1. The access and use of the EDUCATION zone of AthenaWeb ("AW") is conditioned by the full acceptance of the present special terms of use ("STU") and of the [general terms of use](#) ("GTU") of AthenaWeb.

The present STU only complete the GTU which remain otherwise applicable and which are deemed to be included herein.

2. The supply of hyperlinks to the EDUCATION zone of AW is conditioned by the full acceptance of the present STU governing the access to the EDUCATION zone of AW and of the GTU of AW.
3. All suppliers of hyperlinks must be authorised by AW. Such authorisation is granted upon email request, following the proceedings set up on AW website, and at the sole discretion of AW.

AW reserves the right to withdraw or cancel such authorisation at its sole discretion and without prior notice. The concerned users will be notified by email.

4. Any person requesting an authorization to supply hyperlinks to AW declares and warrants that all information provided to AW is sufficient, sincere, trustful, reliable and accurate, and that he is fully entitled to request such authorization under the applicable laws, namely in the case where it represents or is acting on behalf of a company or other legal entity. That person warrants AW against any claim or action in relation to its access and use of AW.

AW is not responsible to verify or otherwise check its users identity.

5. Users accept that their email address is used as their login by AW and that AW may contact them using the same.
6. Users are solely responsible of the use of their login and password, which they must keep confidential. AW disclaims any and all liability in relation to the use of any user's login or password by third parties, whether authorized or not by such user.
7. For purposes of security, AW is induced to automatically record the following data: date and time of access to AW website and the user's IP (Internet Protocol). These data may also be used for evaluating purposes.

These data are kept by AW as long as reasonably necessary for the purposes of its activities, without prejudice of the rights of the users in relation to these data.

8. Hyperlinks supplied to AW shall exclusively relate to educational content. They shall only direct the relevant page(s) of the linked website(s), excluding amongst others the homepage of other pages thereof if they do not reproduce exclusively the appropriate educational content. Hyperlinks may only be provided to website(s) containing legal, accurate and reliable educational content.

Supplied hyperlinks shall relate to the relevant topics and/or keywords that relate to them on AW website.

9. AW may not be held responsible for or in relation to the hyperlinks and external websites accessible on or from its own website. Such hyperlinks and websites are accessed under the users sole and exclusive responsibility.
10. AW makes the best efforts to maintain the service of its website but may not be held responsible in case of temporary inaccessibility or other network disturbances.
11. The supply of hyperlinks to the EDUCATION zone of AW requires to be registered in accordance with what precedes. It is also submitted to the express acceptance of the present STU following the proceedings set up for that purposes on AW website.
12. Unless otherwise stated in writing and agreed by AW, the supplier of hyperlinks grants to AW a perpetual, worldwide, free of charge, non-exclusive licence to AW to exploit the supplied hyperlinks online on AW website, which currently available at *www.athenaweb.org*. This URL may be changed at AW's sole discretion.

For the sake of clarity, the aforementioned licence is limited to the exploitation on AW website and does include, amongst others and without the following being limitative, the rights to copy, duplicate, integrate in databases, distribute and broadcast in electronic form the hyperlinks supplied by the supplier, to an unlimited number of users, in all or in part, alone or with other hyperlinks.

13. All the operations necessary for the exploitation of AW website and the accessible hyperlinks may be carried on by AW or any other subcontractor appointed by it.
14. What precedes does not imply any obligation for AW to exploit the hyperlinks supplied to its website.
15. The licence granted to AW is transferable at its sole discretion to any third party.
16. The supplier accepts that AW determines at its sole discretion if, how, when and how long the supplied hyperlinks are exploited on AW.
17. AW shall make the best efforts, according to the industry standards, to protect the hyperlinks accessible on its website but may in no event be liable for to uses that are made by third parties of such hyperlinks accessible on its website, and does not have any obligation to control them. The same applies to the respect by users of the applicable GTU and STU.
18. The supply of hyperlinks is made at the supplier's sole costs and under its sole responsibility.
19. The supplier of hyperlinks is solely responsible of all information provided to AW in relation to them, as well as of the linked external websites and their content.
20. AW does not bear any liability with regards to the supplied hyperlinks in the event the supplier did not provide them in an exploitable form. The same applies to the

adaptations of the hyperlinks if they are not formatted in accordance to AW's requirements.

21. The supplier of hyperlinks to AW declares and warrants that all rights and interests in relation to such hyperlinks and related websites have been cleared at its sole costs and under its sole responsibility, including all intellectual property rights.

The supplier declares and warrants that it has obtained all necessary authorizations for the exploitation of the supplied hyperlinks on AW website.

22. The supplier of hyperlinks declares and warrants that such hyperlinks do not infringe the so-called "moral rights" of third parties and that said rights have been assigned or waived in order to allow AW to exploit the hyperlinks without limitation and reservations.

The supplier also declares and warrants that the websites for which it has provided hyperlinks are not libellous or defamatory, that it does not infringe privacy or any other right or interest of third parties and that, in general, it respects and complies with all applicable legislation and regulations.

23. The supplier of hyperlinks declares and warrants that such hyperlinks do not include direct or indirect advertisings or promotion means for products or services.
24. The supplier of hyperlinks shall indemnify and hold AW harmless of all consequences, including damages and attorney's fees, that AW would suffer directly or indirectly from any breach or violation of the aforementioned warranties.
25. The present STU may be modified at any time without notice and at AW's sole discretion. Users are advised to consult them regularly for changes. The continued use of AW website following the posting of changes will mean that users accept and agree to them.
26. All matters relating to the access to or use of AW website, including all disputes, will be governed by the laws and regulations of Belgium, without regard to its conflicts of laws provisions.

Users agree to the personal and exclusive jurisdiction of the French-speaking courts of Brussels (Belgium), and waive any objection to such jurisdiction or venue.

**I HAVE READ THESE SPECIAL TERMS OF USE AND THE APPLICABLE [GENERAL TERMS OF USE](#) AND I HAVE UNDERSTOOD THEM.
BY CHECKING THE BOX "I AGREE" AND CLICKING THE "SIGN UP" BUTTON BELOW,
I HEREBY AGREE TO BE BOUND BY THESE STU AND GTU.**

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