

# WEBSITE TERMS OF USE

## 1. PRINCIPLES

- 1.1 USE OF THE WEBSITE <https://nextgear-project.eu/> OF THE COMPANY UNIFE IS SUBJECT TO PRIOR ACCEPTANCE OF THE CONDITIONS PROVIDED BELOW.
- 1.2 THESE TERMS OF USE (BELOW THE "TERMS") GOVERN YOUR USE OF THE SITE <https://www.optima-project.eu/>, CONTENT (AS TEXT, DATA, INFORMATION, SOFTWARE, IMAGES OR PHOTOGRAPHS) THAT ARE MADE AVAILABLE BY UNIFE AND ITS SUBSIDIARIES (COLLECTIVELY 'UNIFE') ON THE WEBSITE (COLLECTIVELY, 'MATERIALS') AND THE SERVICES ('SERVICES') WHICH MAY BE PROVIDED BY UNIFE THROUGH THE WEBSITE.
- 1.3 THE WEBSITE <https://www.optima-project.eu/>, MATERIALS AND SERVICES WILL BE DEFINED HEREINAFTER AS THE "WEBSITE" OR AS THE "SITE".

## 2. GENERAL PROVISIONS

- 2.1 UNIFE Non-Profit (UNION DES INDUSTRIES FERROVIAIRES EUROPÉENNES), registration number n° BE0453405417, with headquarter located at Avenue Louise 221, 1050 Brussels, BELGIUM (tel: +32 2 626 12 60; mail: [general@unife.org](mailto:general@unife.org)) is the owner of the Website.
- 2.2 It is strictly forbidden to use the Website for any other purpose, including for reuse on another site not owned by UNIFE or, in general, within any IT environment which does not belong to UNIFE.
- 2.3 In addition, and in general, it is strictly forbidden to copy, reproduce, modify, publicly display, publicly perform, or distribute all or any parts of the Website.
- 2.4 Any unauthorized use of the Website will be a breach of these Terms and may constitute an infringement of the laws of copyright and trademark, and other laws, such as laws on patents.
- 2.5 UNIFE draw the attention of the user on the fact that the breach of laws on intellectual property (copyright, trademarks, patents ...) is not only a civil fault that may expose the offender to pay damages to UNIFE, but is also considered in most OECD states, as a criminal offense.
- 2.6 It is UNIFE's standard policy to pursue those who violate its intellectual property.

## 3. EXAMPLES OF EXPRESSLY EXCLUDED USES

- 3.1 The user undertakes not to use the Website (including any Materials or services obtained from the Website:
- 3.2 In a manner that violates any law or regulation, including international treaties. OR
- 3.3 In a manner that would interfere in any way whatsoever with the normal functioning of the Site, servers or networks connected to the Site. OR
- 3.4 To monitor, harass, cause harm to a third party or violate the rights of a third-party. OR
- 3.5 To conceal his identity or to impersonate another person.
- 3.6 The use of data mining tools, robots or other methods of extraction or collection of data on the Site is also prohibited, as well as any act of hacking, such as theft of password, content modification or unauthorized access to computer systems hosting the Site.

## 4. PERSONAL DATA

- 4.1 The user's attention is drawn to the fact that if registered on the Site to create an account or contact UNIFE via the Site to obtain products or services, UNIFE may collect personal information about him/her.
- 4.2 The use of UNIFE personal data of users of the Site is governed by the privacy policy of UNIFE, which is an integral part of these Terms of Use.

## 5. TERMINATION

- 5.1 Subject to section 'DISCLAIMER AND LIMITATION OF LIABILITY' below, UNIFE reserves the right to terminate, suspend or modify the user registration and access to all or part of the Site without prior notice, at any time, without giving any justification.
- 5.2 The user may also stop using the Site.

- 5.3 In case of non-compliance with any of these terms, UNIFE reserves the right to remove automatically access to the Site for the user which must immediately destroy any downloaded or printed materials, and any copies thereof.

## **6. DISCLAIMER AND LIMITATION OF LIABILITY**

- 6.1 The Website is made available for free, and AS IS. The user acknowledges being fully aware of this situation and declares that he/she fully accepts it.
- 6.2 UNIFE disclaims all representations and warranties, including, without limitation, any express or implied warranty.
- 6.3 Further, UNIFE does not warrant neither that the Website will meet the expectations of the user (who may choose to use any other equivalent website) nor that it will be available, up to date, secure and free from defects.
- 6.4 UNIFE does not guarantee that any defect will be necessarily corrected and provides no warranty as to the results obtained from the use of the Website. UNIFE also declines all liability with respect to the reliability of the Materials contained on the Site.
- 6.5 Furthermore, should UNIFE be held liable despite the complete disclaimer and limitation of liability referred to in the preceding paragraph and its informed acceptance by the user, the following limitation of liability would apply.
- 6.6 UNIFE can under no circumstances be liable for consequential damages resulting from a defect or fault any in connection with the Site. UNIFE's liability shall be restricted to repairing only foreseeable, direct, personal and certain damage suffered by the Customer, excluding repairing any indirect or immaterial damage, such as shortfalls, additional expenses, loss of profits, loss of customers, loss or deterioration of data, loss of contracts, damage to third parties, etc.
- 6.7 In addition, the aggregate liability of UNIFE, for any reason whatsoever and for any damage, is expressly limited in any case to a lump sum of 100EUR.

## **7. MODIFICATION AND/OR INTERRUPTION OF THE WEBSITE**

- 7.1 UNIFE reserves the right to modify, suspend or terminate the Website any time and without prior notification.

## **8. LINKS TO THIRD PARTY WEB SITES AND CREATION OF LINKS TO WEB SITES**

- 8.1 Links contained on the Website and leading to third-party websites are offered only for information purposes and without any guarantee. UNIFE is not required to monitor the content of third-party sites and is not responsible for those sites. Access to third-party sites falls under the full and sole responsibility of the user.
- 8.2 The user has the ability to create links to this Site provided that he/she complies at all time with these Terms and in particular with the conditions set out below:
- 8.3 The user can establish a link to any Material (including UNIFE's logo) but does not have the right to reproduce it.
- 8.4 The user must not mislead third parties as to the nature of his relationship with UNIFE.
- 8.5 The user should not suggest that UNIFE endorse his actions or the goods or services that may put at the disposal of others.
- 8.6 Users must not provide false or misleading information concerning UNIFE, its products or services.
- 8.7 The user shall not include unpleasant or offensive content or content that would not be suitable for all ages.

## **9. WARRANTY FROM THE USER**

- 9.1 The user agrees to support, indemnify and hold harmless UNIFE against all losses or damages (including attorney's fees) arising from any complain or claim filed against UNIFE and that would be resulting from a violation of these Terms by the user (or by a person using his account).

## **10. MISCELLANEOUS**

- 10.1 These Terms constitute the complete, exclusive and final text of the agreement between UNIFE and the user relating to the use of the Website. Any alleged prior agreement cannot be opposed to UNIFE.

- 10.2 These Terms and, in general, the relationship between UNIFE and the user shall be governed exclusively by law of the judicial district responsible for the registered office of UNIFE and any dispute about them is subject to the exclusive jurisdiction of the courts located in the judicial district responsible for the registered office of UNIFE.
- 10.3 If UNIFE does not exercise any right or enforce any provision of these conditions, this could never be interpreted as a waiver of such right or provision.
- 10.4 If any provision of these Terms should be declared invalid by a court of competent jurisdiction, the parties expressly agree that this provision is replaced by a clause having valid effect and as close as possible to the original provision. The cancellation of one or more provisions of these Terms does not invalidate the other, which remain in force.
- 10.5 The titles of articles contained herein are aimed at increasing the readability of the Terms and have no legal value.
- 10.6 These Terms, as well as the rights and licenses granted hereunder thereof, if applicable, may not be transferred by the user and are strictly personal.
- 10.7 UNIFE may modify these Terms at its sole discretion. UNIFE, however, will display a message on the changes made on the Website. If the user does not agree with these changes, the user may stop using the Website. If the user continues to use the Website after the changes has been made, following the above notification, he/she is deemed to have accepted such changes.