

## **Terms of Use KrantenMaker**

Welcome to KrantenMaker. These terms and conditions apply to the services made available by the Vlaamse Dagbladders on <http://www.krantenmaker.be> under the name KrantenMaker, hereafter referred to as “the Service”. To use the Service, you must read and agree to the terms and conditions written below. The Vlaamse Dagbladders may change the Terms of Use at any time and you agree that you are bound to any such changes. We advise you therefore to regularly take notice of the most recent version on the site, even though we try to keep you informed if changes occur.

### **Article 1. Description of the service**

KrantenMaker is an online tool to easily and intuitively create a newspaper that looks just like a “real” newspaper publication. The end product has the look and feel of a newspaper both on-screen and on paper. You are responsible for any activities performed on your account and for maintaining the confidentiality of your password and account. You understand and agree that the service is provided “as is” and to availability. The Vlaamse Dagbladders disclaims any responsibility and liability regarding availability, punctuality, security or reliability of the Service. The Vlaamse Dagbladders reserves the right to change, suspend or cancel the Service at any time, with or without notice to you and without any liability towards you.

### **Article 2. Use of the Service**

#### **2.1. Authorised use**

The Vlaamse Dagbladders grants you personal, temporary, non-exclusive and non-transferable permission to use the Service for non-professional purposes. Any other use of the Service is prohibited.

You do not have permission to use the Service for commercial purposes. Nor do you have permission to download, copy or reproduce the Service, the code and/or the software of the Service in whole or in part for any purpose in any other way.

You do not have permission to remove, change or modify a part or parts of the website and/or the Service. Moreover, you are obliged to respect the format imposed by the Vlaamse Dagbladders and you are not permitted to change the banner below this page. This space is reserved for the Vlaamse Dagbladders.

#### **2.2. Unlawful use**

You agree to solely use the Service for lawful purposes.

You agree not to use the Service to send, receive, upload or download, use or reuse any material of which the existence, content, possession, distribution or use is offensive, indecent, threatening, obscene, vulgar, pornographic, racist, discriminating, revisionist, Nazi-oriented, rude, slanderous, fraudulent or misleading, violates the copyright or any other intellectual property, portrait rights, business secrets or laws

regarding protection for the privacy, constitutes an offence or infringes a court or government order or is unlawful in any way.

You agree not to interrupt the public order on the Service. This means that hacking or attempts to hacking, spamming, sending unsolicited publicity via private or public messages, unlawfully and frequently reloading pages, flooding or placing messages that are too long, etc. are prohibited.

You agree to maintain the confidentiality of your user name and password and not to share these data with third parties and to never use the user name and/or password of another user without prior permission. Furthermore, you agree not to use the Service to act as someone else.

Violation of the foregoing policy may lead to the immediate termination of your account. The Vlaamse Dagbladpers reserves the right to but is not obliged to investigate the use of the Service to determine whether there is a violation of the agreement for use or to check whether you comply with all the applicable legislation, rules or orders imposed by the government. The Vlaamse Dagbladpers explicitly disclaims any liability regarding a violation made by you of the foregoing policy.

### **Article 3. Content posted**

As holder of an account you are authorized to post or upload content (photos and textual content) on <http://www.newspapermaker.be>. You maintain all your property rights on the content posted by you. Nevertheless, you must grant the Vlaamse Dagbladpers and the other users limited licence rights. These licence rights are described in article 4 of these Terms of Use.

You consent not to post any content on the website copyrighted by third parties unless you have an official licence or permission of the legitimate owner to post the material on the website.

You agree that only you are responsible for the content posted and for the consequences of posting or publishing such content. The Vlaamse Dagbladpers does not endorse the content posted and/or its opinions, ideas and recommendations and explicitly disclaims any liability with regard to the content posted by you. Nor does the Vlaamse Dagbladpers have any obligation to monitor the content posted by you.

The Vlaamse Dagbladpers reserves the right to decide whether the content posted by you complies with the content requirements of the Terms of Use and may remove such content posted by you and/or terminate your access to upload content in violation of the Terms of Use at any time without any notice and as we see fit.

Furthermore, the Vlaamse Dagbladpers reserves the right to open, read, save and publish content. This action is believed necessary by the Vlaamse Dagbladpers to either obey any binding legislation and rules or order from an instance, or to carry out this agreement (including investigation in possible infringement thereof), or to track down, prevent or otherwise settle fraud, security problems or technical problems.

You may not transmit a part or parts of the website, including but not limited to the content posted by you, using any channel and with any means without prior written permission of the Vlaamse Dagbladpers. Therefore, the Vlaamse Dagbladpers reserves the right to demand that the publication of the content posted on <http://www.newspapermaker.be> be removed by simple request from any other site than <http://www.newspapermaker.be>. The Vlaamse Dagbladpers also reserves the right to take action against any other form of transmission with any means necessary including but not limited to the distribution on a paper carrier by the user.

#### **Article 4. License rights**

If you upload content onto the Service or post content on the website, you grant the Vlaamse Dagbladpers a worldwide, non-exclusive, royalty-free, transferable license for the use, the multiplication, the transmission, the making of derivative works, the display and execution of the content posted regarding the Service and the use of the website such as promotion and further transmission of the website and the derivative works thereof in any media format and through any media channels.

Furthermore, you grant every website user a worldwide, non-exclusive, royalty-free license for accessing the content posted by you via the website.

#### **Article 5. Indemnity**

You guarantee to hold the Vlaamse Dagbladpers harmless from any damage and to indemnify them for any claims by third parties (including liability or costs of any claims, damages, lawsuits, fines, costs of process and attorneys' fees of any kind) arising from the use of the Service from your account in violation with third party rights, the law or the conditions of these Terms of Use. In that case the Vlaamse Dagbladpers will contact you in writing about such a claim.

#### **Article 6. Warranty**

The Vlaamse Dagbladpers engages in running the Service to the best of its abilities. You acknowledge and accept that neither the Vlaamse Dagbladpers nor the suppliers or designers of the software or content that is part of the Service can guarantee neither the rightfulness, quality, functionality, absence of shortcomings or infectious material (including viruses, "worms", "trojan horses", "logic bombs" etc.) nor the availability of the Service or the content of the Service. The Vlaamse Dagbladpers, for instance, cannot guarantee that the Service will always be accessible, nor that there will not be any interruptions or errors in the Service.

In case of malfunction, maintenance work or termination of the Service it is possible that some data disappear or are no longer accessible. You are solely responsible for making a backup of such data.

Furthermore, you are responsible for the technical measures to secure your computer against intrusion by third parties and/or to ensure the confidentiality and the integrity of your data. We recommend using an up-to-date antivirus programme before using the Service.

#### **Article 7. Processing Personal Data**

To use the Service you comply with the Privacy Policy's conditions of the Vlaamse Dagbladpers. This Privacy Policy explains how the Vlaamse Dagbladpers processes personal data and protects your privacy when you use the Service.

You consent to the use of personal data as described in the Privacy Policy.

### **Article 8. Termination**

The Vlaamse Dagbladpers may terminate the Service, the agreement of use or your account at any time and in its sole discretion and for any reason whatsoever, using a simple written notice until you fulfil your obligations automatically, by law, without prior formal notice and without resignation or compensation. In case of termination, your account will be deactivated and you do not have access to your account or any files in your account, although copies can remain in the system for a while for backup purposes.

### **Article 9. Declarations**

You declare and warrant that any data provided to the Vlaamse Dagbladpers on behalf of your participation to the Service is complete and up-to-date.

You declare and warrant that you have all the required rights, authorization and authority to enter into this agreement of use and its obligations.

### **Article 10. Endnotes**

Should one or several articles of these Terms of Use be or become invalid or no longer applicable then this does not affect the validity of the remaining articles. An article similar to the invalid note will replace the invalid note.

The Vlaamse Dagbladpers can change these Terms of Use at any time provided that they are published and acknowledged on the website on which the present Terms of Use apply. The altered conditions will apply as of the publication on the website. Your agreement with these altered conditions is determined by further use of the Service.

This Agreement is exclusively governed by the Belgian law. Any dispute regarding the realization, interpretation or execution of these conditions will be settled by the courts in Brussels. Belgian law will be the only applicable law.