

## User agreement for the use of the S-Risk® web application

This user agreement has been concluded between:

User (please insert details):

.....  
.....  
.....  
.....

And

The manager of S-Risk® web application :

SPAQuE SA  
Avenue Maurice Destenay, 13  
4000, Liège, Belgium  
(VAT number BE 0243.929.462)

Together hereinafter referred to as the "Parties"

The conditions laid down in this user agreement apply to your use of our web application offered on the website <https://www.s-risk.be>, content files, scripts, instructions and related documentation, as well as the assistance provided by the Helpdesk (to be jointly referred to as: "**Services**").

By using the Services, you agree to the conditions set out in the present agreement (hereinafter referred to as "These Conditions").

**As provided in more detail in Article 3 below, you will retain all the rights to and ownership of the information you make available via the Services.**

### 1. HOW THIS AGREEMENT WORKS

#### 1.1 Choice of law

You, as the user, expressly agree that the Belgian law will apply and that the courts of Brussels will have jurisdiction for all disputes arising between the Parties with regard to the use of the Services, and to interpret and clarify the provisions of this agreement in the event of disagreement between Parties in this respect.

The Parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

#### 1.2 Availability

Although the website on which the Services are described can be accessed from anywhere in the world, this does not mean that all functions are available in your country or that user-produced content available via the Services is legally permitted in your country. We may block access to specific functions or content in particular countries. You will have to check yourself whether your use of the Services is legally permitted at the location where you are using them.

The website, the instructions and related documentation and the Helpdesk are available only in English.

We undertake to make the web application available to the user via the website without prejudice to scheduled maintenance work (as set out in the present Article) and modification (as set out in Article 1.4). We will support its use to the best of our ability and will make every effort to resolve any failures in the access to the website and/or the operation of the web application, or to arrange for this to be done, as soon as possible. The availability of the Services may be interrupted while maintenance work is being carried out. Scheduled maintenance work will be announced in good time on the website.

### 1.3 Licence

The Services will only be provided under licence in accordance with These Conditions, only for the use of the user and in accordance with the restrictions set out in Article 4.2. **The licence cannot be sold to any other third party by the user.**

### 1.4 Modification

We can modify or discontinue the Services, or parts or functions thereof, at any desired moment, without this creating any liability on our part towards you or anybody else. However, we will try to inform you of this within reason via our website (<https://www.s-risk.be>) before we make the alteration.

## 2. USE OF THE SERVICES

### 2.1 Your access

You will have access to and may use the Services on condition that you comply with These Conditions and with the law.

### 2.2 Account fee

For the use of the Services we will charge a one-off registration fee as well as an annual fee for each individual account, hereafter referred to as "account fee". These amounts exclude VAT and will be indexed annually. The applicable rates will be announced via the website.

Invoices will be issued yearly in January on the basis of the registration details; the payment needs to be done within thirty (30) calendar days after the date the invoice is sent via e-mail.

### 2.3 S-Risk® intellectual property

The co-owners of S-Risk® (the Walloon Region, the Openbare Vlaamse Afvalstoffenmaatschappij, the Leefmilieu Brussel – Bruxelles Environnement, the Environment Agency of the Grand-Duchy of Luxembourg) will remain the sole holders of all the rights to, ownership of and interests in the Services. The co-owners of S-Risk® reserve all rights that are not granted under These Conditions.

### 2.4 Helpdesk

As well as consulting the FAQ (Frequently Asked Questions) page and the manual on the website, you can also request the assistance of our Helpdesk. By sending an e-mail (to [s-risk@spaque.be](mailto:s-risk@spaque.be)), you can submit your questions and comments to experts in the area of using the S-Risk® web application. Questions regarding the interpretation of specific files will not be answered. **Users are expected to have looked at the manuals and the FAQ page before submitting a question.** Users cannot contact the Helpdesk by telephone or in other ways. The response time depends on the availability of the experts

and the complexity of the request for assistance, and may range from a few hours to a few days. Further information about the Helpdesk can be found on the website <https://www.s-risk.be/>.

## 2.5 Training

Any training courses and events will be announced via the website and will be organised on the basis of registered interest. The dates and conditions for participation will be shown on the website.

## 3. YOUR CONTENT

### 3.1 Ownership

**You will retain all the rights to and ownership of your input data (content). We will not claim any proprietary rights to your content.**

### 3.2 Account details

Users can register for the use of S-Risk® by means of the registration form on the website ([www.s-risk.be](http://www.s-risk.be)). When registering, users must indicate how many individual accounts they want. Individual accounts are **NOT** tied to a specific person but cannot be used by several persons simultaneously. Simultaneous use of S-Risk® by several persons requires the purchase of multiple accounts.

You must ensure that all the details you provide are correct and complete. If particular details change during the term of the user agreement (such as contact address or business name), you will be responsible for informing us accordingly. Once we have received the signed user agreement, we will assign one or more usernames and passwords for the account(s) requested and grant you access to the web application. Thereafter you can apply for additional accounts at any time, which accounts will give access to the web application.

You are responsible for all the activities taking place via your account; you must supervise it yourself and are responsible yourself for the security and confidentiality of the password assigned. You yourself are responsible for all password usage, both authorised and unauthorised, and must inform us immediately if you notice that your account or registration data is being used without your permission. You are not allowed to (a) share your account details with third parties, (b) use another person's account, or (c) transfer your account to a third party.

## 4. USE OF THE WEB APPLICATION

### 4.1 Subscription-based licence

As part of your subscription for the use of the Services, we will grant you a non-exclusive licence to use the web application for as long as your subscription is valid and in accordance with the conditions of this user agreement.

### 4.2 Restrictions

Unless this is permitted under These Conditions, you are not allowed to:

1. alter, modify or translate the web application;
2. subject the source code of the web application to reverse engineering, decompile it, disassemble it or otherwise try to retrieve it;
3. use the web application for the purpose of offering similar Services to third parties;

4. bypass technological measures intended to control or prevent access to the web application;
5. rent, lease, sublicense, sell, assign or transfer the rights to the web application, either wholly or in part, or arrange for a part of the Services to be copied onto a third party's device;
6. use the web application for any purpose other than that for which it is intended.

### **4.3 Deactivation**

If we find that the web application is used in a fraudulent or unauthorised manner, we will terminate or suspend the subscription with immediate effect, without you being entitled to any compensation or refund of subscription charges.

## **5. USER CONDUCT**

### **5.1 Responsible use**

You must use the Services in a responsible manner, refrain from actions that are in breach of this user agreement and act and behave in conformity with what may be expected from a responsible and careful (Internet) user.

The user has to avoid mentioning any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including site information, except if required by law.

### **5.2 Abuse**

You may not abuse the Services. For example, you are not allowed to:

- (1) copy, alter, host, sublicense or resell the Services;
- (2) enable or allow third parties to use the Services under your account details;
- (3) use the content included in the Services for the purpose of compiling a database of any kind;
- (4) obtain or try to obtain access to the Services by a route other than the interface provided or authorised by us;
- (5) bypass access or usage restrictions implemented to prevent particular use of the Services;
- (6) take part in actions breaching the intellectual property rights of third parties. "Intellectual property rights" consist of copyrights, moral rights, trademark rights, corporate identity marks, patents, trade secrets, rights giving protection from unfair competition and other proprietary rights;
- (7) upload content that is illegal, harmful, threatening, insulting, unlawful, libellous, slanderous, vulgar, obscene, blasphemous or hateful, or breaches the privacy of third parties;
- (8) pass yourself off as another person or entity, pretend that you represent a person or entity, or otherwise misrepresent your relationship with this person or entity;
- (9) try to deactivate, obstruct or destroy the Services, software or hardware;
- (10) disrupt, obstruct or restrict other users and thus prevent them from using the Services;
- (11) offer or advertise products or services via the Services;
- (12) use data mining or similar methods in order to collect and extract data in connection with the Services;
- (13) breach applicable legislation.

## **6. YOUR GUARANTEE AND OBLIGATIONS TO INDEMNIFY**

### **6.1 Guarantee**

By uploading your content to the Services, you agree that you hold all the necessary licences and permits to use your content in conformity with the conditions of the present agreement.

### **6.2 Indemnification**

You indemnify us and our any of our potential subsidiaries, affiliates, senior officers, representatives, staff members, partners and licensors against all claims, demands, losses or damage, including reasonable lawyer's fees, resulting from or relating to your content, your use of the Services or your breach of These Conditions.

## **7. REJECTION OF GUARANTEES**

7.1 The Services are provided in the state in which they find themselves ("AS-IS"), and we are not involved in any way in your activities in the web application, including but not limited to entering the input data and/or making calculations. Insofar as this is legally permitted, we do not issue any explicit or implied guarantees, including implied guarantees regarding the absence of infringement of third-party rights, marketability and suitability for a specific purpose. We do not make any promises concerning the content within the Services. Moreover, we do not issue any guarantee that (a) the Services meet your needs and are constantly available, uninterrupted, timely, secure or free from error; (b) the results that can be obtained through the use of the Services are effective, accurate or reliable; (c) the quality of the Services meets your expectations; or that (d) errors or breakdowns in the Services will be rectified.

7.2 We specifically exclude all liability for actions resulting from your use of the Services. You can use and open the Services at your discretion and at your own risk, and you will be fully responsible yourself for all damage to your computer system or for any data loss resulting from your use of and access to the Services.

7.3 We will not be liable or responsible in any way for the content and correctness of the input data or the calculations made, or for the results of the calculations performed by means of the web application or the use made of these calculations.

## **8. LIMITATION OF LIABILITY**

**8.1** In no event shall we be liable for direct, consequential, incidental, special or indirect damages, regardless of whether these damages arise out of or relate to These Conditions.

**8.2** In any case and without prejudice to the previous paragraph, our total liability in any matter resulting from or relating to These Conditions will be limited to EUR 1,000 or the total amount you paid for access to the Services during the year preceding the event that gave rise to this liability, whichever is higher.

**8.3** The limitations and exclusions in this Article 8 will apply insofar as they are legally permitted.

## 9. DURATION

### 9.1 Commencement

This user agreement takes effect on the day we accept your registered application and is concluded for an indefinite period.

The activation of the account(s) will take place within twenty (20) calendar days after the acceptance of your registered application, unless you are informed via e-mail of the reason for not accepting your application.

Irrespective of the time your application was registered and accepted, there will always be – next to a registration fee for the first registration or reregistration – (a) full annual account fee(s) owing for the calendar year in which your application was registered and accepted.

In case the present agreement is signed by a user who had previously signed a user agreement with VITO and upon the condition that this user agreement was still in force until the signature of the present agreement, such situation is not considered as a first registration nor a “reregistration” and, therefore, does not imply payment of the registration fee for the concerned user.

### 9.2 Closing down access to account(s)

If payment of the annual account fee(s) is not made within thirty (30) calendar days after the date the invoice is sent via e-mail, one single reminder will be sent to the user via e-mail.

The access to the user account(s) will be automatically closed down ten (10) calendar days after the due date of the reminder of the unpaid invoice.

The reactivation of the user account(s) can be requested via the website and will only be done after the annual account fee(s) has or have been paid in full.

Once the user account is closed, a reactivation will no longer be possible and you will need to register a new application and pay the registration fee again (this situation being a “reregistration”).

### 9.3 Termination of the user agreement by you

You can discontinue the Services at any desired moment by means of an e-mail to the Helpdesk before the 1st of January. If you terminate the user agreement, you will not be entitled to any refund of account fees nor the registration fee already paid.

### 9.4 Termination of the user agreement by us

If we terminate These Conditions for a reason other than legal grounds, we will try within reason to notify you of this at least sixty calendar days prior to the termination at the e-mail address you provided to us. We can terminate These Conditions at any desired moment if:

- (1) you fail to observe one or more provisions of These Conditions (or behave in such a way as to make it clear that you are unwilling or unable to comply with These Conditions);
- (2) we are required to do so by law (for example, in cases in which the provision of the Services to you is in breach of legislation or will be so in the future);
- (3) we opt to discontinue the Services, either wholly or in part.

You are not entitled to any compensation nor any refund of account fees or registration fee already paid in case of termination of the user agreement by us.

## 9.5 Continuation

After These Conditions have expired or have been terminated, all your obligations to indemnify, our exclusions of guarantees or limitations of liability, and the dispute settlement provisions in These Conditions will remain in force.

Any amounts (whether invoiced or not) to which we are entitled prior to the termination of the user agreement, for whatever reason, will remain owed and will become immediately due and payable at the moment of termination.

## 10. NOTIFICATIONS

Notices of termination must be sent to the Helpdesk at the e-mail address specified on the website. We can notify you by e-mail, post, publications within the Services or by other legally acceptable means. Invoices will be sent to the e-mail address mentioned during your application for registration. This e-mail address will be assumed to be valid and working and will be used for all S-Risk® related communication.

## 11. OTHER

### 11.1 Version

In case of different linguistic versions of the present agreement being available, the English version of These Conditions will be used in the event that this agreement has to be interpreted or clarified.

### 11.2 Complete agreement

These conditions constitute the complete agreement between you and us with regard to your use of the Services, and replace all earlier agreements between you and us in relation to the Services.

### 11.3 No assignment

You may not assign or otherwise transfer These Conditions or your rights and obligations under These Conditions without our written consent. We can transfer our rights under These Conditions to third parties.

### 11.4 Severability

If a particular condition cannot be enforced, this will not affect the remaining conditions.

### 11.5 No waiver

If we are unable to enforce or exercise one or more of These Conditions, this will not mean a waiver of our rights.

## 12. PROTECTION OF PERSONAL DATA

SPAQuE is the Data Controller and is committed to preserving the privacy of all users of the application and of the individuals whom data are processed as referred in this article and in compliance with the terms and conditions set out in the SPAQuE's privacy policy, which can be modified from time to time; the latest updated version of which being available at <https://spaQue.be/politique-de-confidentialite/> (hereinafter referred to as "Privacy Policy").

By using the application S-Risk®, you agree to the data protection rules.

This Privacy Policy is provided to help you understand why and how we use and protect the personal data that you provide to us.

When you provide us with personal data, such data are processed under the control of SPAQuE in compliance with applicable data protection legislation, including the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (entered into force on 25 May 2018) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Data Protection Act of 30 July 2018.

## 12.1 Legal bases and purposes of the processing operations

SPAQuE will only use your personal data in accordance with the law and the applicable legal grounds available. Most commonly, personal data will be used:

- when this is necessary for the performance of a contract to which a member is a party or in order to take steps at the request of a prospective member prior to entering into a contract (Article 6, (1), b), GDPR);
- when this is necessary to ensure compliance with a legal obligation to which SPAQuE is subject (Article 6, (1), c), GDPR);
- when this is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in SPAQuE (Article 6, (1), e), GDPR);
- with your consent (Article 6, (1), a), GDPR);

The processing of personal data by SPAQuE may be based on more than one lawful ground depending on the specific purpose(s) as specified below.

Your personal data will be processed by SPAQuE for its internal processes in order to carry out the Services.

Actions which are necessary within reason in order to carry out the Services include :

- actions in response to requests for support;
- actions relating to detecting, preventing or otherwise tackling fraud, security, illegal or technical issues;
- actions serving to enforce These Conditions.

Your personal data can also be processed for the purpose of managing and improving the Services.

SPAQuE is entitled to perform a limited, anonymised, statistical follow up analysis of the use of the Services.

## 12.2 Processed data

SPAQuE receives personal data directly from you, as data subject. This can include the following personal identifiable information:

- Identification data (i.e. data allowing the person to be directly identified)
- Contact details (i.e. email address, phone number, address)
- General information (namely name)
- Communication preferences (i.e. circuit preferences, settings, consent settings)



## S-Risk® user agreement

- Contact history (i.e. service requests (contact forms), email / chat requests, etc., incident logs, complaints, including social media)
- Surveys and comments
- Contractual data (namely data relating to the performance of the contract)
- Authentication information (i.e. username, password)
- Payment and billing information (i.e. payment history)

The other personal data that may be processed is listed in the data processing register.

To the extent possible, SPAQuE will limit the collection and processing of your personal data to what is necessary for its intended use.

### **12.3 Use of cookies**

This application uses cookies which are managed as described in the SPAQUE website : [Cookie policy](#) | [SPAQUE](#).

### **12.4. Data storage**

Even though the last entered data and the most recent calculations per simulation are archived and updated on our servers, and are backed up every day for security reasons, you must see to and will be responsible yourself for entering and updating the input data used as well as the reports generated, and we recommend that you make regular back-ups of your generated reports.

We may impose reasonable technical limits on your content, for example in terms of file size, storage space and processing capacity, and may suspend the Services until you observe the maximum storage limit for your account.

### **12.5. Storage duration**

Until termination of These Conditions, the storage duration of the data collected is 5 years.

In exceptional cases, such as in the context of legal proceedings, your personal data may be stored for a longer period.

SPAQuE will retain your account details for a period of three (3) years following the termination, for whatever reason, of the present user agreement. After this period these details will be deleted.

### **12.6. Security**

SPAQuE guarantees the security (integrity and confidentiality) of your personal data. It is protected against unauthorised access, unauthorised use, loss and unauthorised changes.

To this end, we use security methods and procedures that we will not describe in detail here for security reasons.

Would you please note that appropriate physical, technical and organisational measures are taken to guarantee a level of security that is appropriate with regard to the risks.

## **12.7 Legal rights available to data subjects**

You have certain rights relating to the personal data that we use: the right of access, the right to rectification and erasure, the right to restriction of processing, the right to data portability, the right to object and the right to lodge a complaint with a supervisory authority.

Your application will be processed within 30 calendar days. If your application is complex or if our department has to deal with a large number of applications, that period may be extended by 60 calendar days.

Please send an e-mail or letter to our Data Protection Officer together with a scanned copy or paper copy of your identity document containing your signature to the following address in order to exercise your rights: [dpo@spaQue.be](mailto:dpo@spaQue.be)

## **12.8 Complaints**

If you consider that SPAQuE has not processed your personal data in accordance with the applicable regulations, you are entitled to lodge a complaint with the Data Protection Authority:

Data Protection Authority

Rue de la Presse 35, 1000 Brussels

E-mail: [contact@apd-gba.be](mailto:contact@apd-gba.be)

## **12.9 Contact**

For more information about our data protection policy, you can contact our Data Protection Officer at: [dpo@spaQue.be](mailto:dpo@spaQue.be) ou [www.spaQue.be](http://www.spaQue.be)

For agreement of the user

Name and function:

Date:

Signature (preceded by "Read and approved"):