

# Terms and Conditions

## 1. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meaning:

**“ELSA”** refers to the European Law Students’ Association, Boulevard Général Jacques 239, Brussels B-1050, Belgium, and its Members and Observers, bound by the joint controllership agreement.

**“International Board of ELSA”** refers to the supreme executive body of ELSA.

**“Service”** refers to paid and unpaid access to the products available on the Website.

**“Order”** refers to the purchase contract between ELSA and the User.

**“Acceptance of the Order”** is the email sent by ELSA to the User to confirm the Order.

**“User”** refers to the individual accessing or using the Service and the Website, or the company, or other legal entity on behalf of which such individual is accessing or using the Service and the Website, as applicable.

**“Website”** refers to [webinars.elsa.org](http://webinars.elsa.org).

**“Website Operator”** refers to ELSA, who acts as the administrator who can change, reconfigure or restrict the content of the Website.

## 2. General

These Terms and Conditions ("Terms") are an agreement between the Website Operator (“ELSA”, "Website Operator", "us", "we" or "our") and the User (“User”, "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the Website and any of its Services.

## 3. Services

The Services provided on the Website are created by ELSA. The description of the Services is set out in the Website and other forms of advertisement. ELSA reserves the right to change the price of the Service, its content and the Service itself at any time. The Services provided on the Website can be used for personal, non-commercial use only.

Upon payment, you can use the purchased Services for one year from the moment we make the Service available to you.

You are not permitted to use the Services or the Website for any commercial or professional use or gain, other than with prior written agreement from the International Board of ELSA.

#### 4. Price and Payments

The price of our Services is set out on the Website, current at the date we accepted the Order. Price and charges include VAT at the rate applicable at the time of the Order. Any bank fees that might apply shall be covered by the User.

Payments must be made upon receiving an invoice from ELSA International, no later than 7 days from the issue date of the invoice.

The contract is considered to be concluded upon receiving the payment for your Order.

#### 5. Cancellation and right to a refund

You may withdraw your Order before the conclusion of the contract, without giving us any reason and with no further consequences.

We reserve the right to cancel your Service with or without notice and without further obligation (in which case you will not be entitled to any refund) if you:

- (a) Breach these Terms;
- (b) Offer to other people and provide them with Service; or
- (c) Use the Service for professional purposes.

If, however, we terminate or suspend your Service for any other reason or cease to provide the Service, unless there are exceptional circumstances listed in the Article 6 of these Terms and Conditions, we will provide you with a pro-rata refund, refunding any amounts you have paid us in advance which relate to any remaining and unexpired period of your subscription.

#### 6. Availability of the Website

The constant availability of the Website and/or the Service is not guaranteed. We do not warrant or promise that the Website or Service will always be available or fully functional and reserve the right to

temporarily withdraw the Website and/or the Service at any time and will not be liable to you for any losses you might suffer.

#### 7. Force majeure

If we are prevented or delayed in the performance of our obligations under these Terms arising from or attributable to acts, events, omissions or circumstances beyond our control, including but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or decisions of a civil authority including acts of local government and parliamentary authority; breakdown of equipment; telecommunication failures; epidemic; pandemic; cyber-attack; war; terrorism; extreme adverse weather conditions; and labour disputes of whatever nature and for whatever cause arising including, but not limited to, work to rule, overtime, strikes and lockouts, then we will notify you of the circumstance and will be excused from the performance or the punctual performance as the case may be from the date of notice we provide you with, for so long, as such cause of prevention or delay continues. We will not be liable to you for any loss you may suffer as a result of circumstances beyond our control.

#### 8. Links to other websites

Although the Website may link to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked websites, plug-ins and applications unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. When you leave the Website, we advise you to read the legal disclaimer and privacy policy of each Website you visit. Your linking to any other off-site websites is at your own risk.

#### 9. User's obligations and responsibilities

It is the User's responsibility to ensure the safety and protection of his/her equipment and take all appropriate measures to secure his/her own data and software against intrusion, viruses or other harmful elements.

The User shall under no circumstance use the Website or its content for the purpose of:

- (a) Unlawful acts;

- (b) Soliciting others to perform or participate in any unlawful acts;
- (c) Violating any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) Infringing upon or violating our intellectual property rights or the intellectual property rights of others;
- (e) Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) Submitting false or misleading information;
- (g) Uploading or transmitting viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) Collecting or tracking the personal information of others;
- (i) Spamming, phishing, pharming, pretexting, spidering, crawling, or scraping;
- (j) Any obscene or immoral purpose;
- (k) Interfering with or circumventing the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service for violating any of the prohibited uses.

#### 10. Intellectual property rights

These Terms do not transfer to you any intellectual property owned by Website Operator or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Website Operator. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Website Operator or Website Operator licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Website Operator or third-party trademarks.

#### 11. Limitation of liability

To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits,

revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Website Operator has been advised as to the possibility of such damages or could have foreseen such damages.

## 12. Indemnification

You agree to indemnify and hold Website Operator and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

## 13. Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

## 14. Acceptance of these terms

You acknowledge that you have read and agree with these Terms and Conditions. By using the Website or its Services you agree to be bound by these Terms. If you do not agree to abide by these Terms and Conditions, you are not authorised to use the Website and its Services.

## 15. Privacy

Your personal data may be collected and processed in accordance with the Regulation (EU) 2016/679 (General Data Protection Regulation), secondary and other relevant legislation. For more information, please read our [Privacy Policy](#) and/or contact us.

## 16. Applicable Law and Jurisdiction

This document is subject to the laws of Belgium. Any disputes between the Website Operator and the User arising from the use of the Website and/or from this document are subject to the exclusive jurisdiction of Belgium.

#### 17. Contacting us

If you would like to contact us to understand more about these Terms or wish to contact us concerning any matter relating to it, you may send an email to [seminarsconferences@elsa.org](mailto:seminarsconferences@elsa.org)

This document was last updated on 13th of May 2020.