

TERMS AND CONDITIONS

VCA-SPACES

Date of Last Revision: May 2018

1. General

- 1.1** These terms and conditions shall govern your use of our website.
- 1.2** By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3** If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
- 1.4** Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. Privacy

- 2.1** Your privacy is very important to us. We designed our Privacy Policy agreement to make important disclosures about how you can use VCA-Spaces to share with others and how we collect and can use your content and information. We encourage you to read this policy, and to use it to help you make informed decisions. The Privacy Policy agreement can be found in Appendix 1.

3. Cookies

We only use cookies for user convenience. This means we only use technical and analyse cookies.

You can remove cookies at any moment.

- 3.1** Cookies are small text files containing a string of characters that can be placed on your computer or mobile device that uniquely identifies your browser or device.
- 3.2** For the behalf of transparency, this article contains detailed information about how and when VCA-Spaces uses cookies. This article applies to all products or services of VCA-Spaces.
- 3.3** We use cookies to collect and use information. Cookies simplify the use of our website because:
 - It remembers your language and location settings
 - It remembers your preferences, so you receive more relevant information
 - It keeps you logged in (if you give permission) so you don't need to log in every time you use VCA-Spaces to save you time and effort
 - With the help of cookies, we can keep your account safe

4. Payment

4.1 Community Payment Terms

When you purchase a subscription to VCA-Spaces, we will bill your funding instrument immediately, and then again at the beginning of each subscription period.

If a free trial period is offered, we will offer you a definite date on which you can cancel your free trial period without being billed. If you fail to cancel on the date provided, you will be billed at the beginning of the month, as a regular subscriber.

You can cancel subscriptions at the end of each month or before the end of the month on your Account Settings page for subsequent periods.

If you cancel a subscription you will still have access to the app or feature you subscribed to through the end of the subscription period.

4.2 Payment Methods

4.2.1 Funding instruments. We want to make VCA-Spaces Payments convenient, so we allow you to fund your transactions using a number of different sources, like credit cards and debit cards, and other payment methods.

4.2.2 Authority. When you provide a funding instrument to us, you confirm that you are permitted to use that funding instrument. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the funding instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

4.2.3 Authorization. If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount, which may be as high as the full price of your purchase. We will bill your card at the time you load funds for your VCA-Spaces Payments transaction, or shortly thereafter. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

4.2.4 Failed funding. If you fund a payment by debit card and your load transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.

4.2.5 If you fail to pay on time or not at all you can find the consequences under section 10.

5. Sharing Your Content and Information

In this Agreement, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

You grant to us an irrevocable license to reproduce, store and, with your specific consent, publish your content on and in relation to this website. You grant to us the right to bring an action for infringement of the rights licensed under Section 5.

You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

You may edit your content to the extent permitted using the editing functionality made available on our website.

Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

6. Copyright on videos

VCA-Spaces makes videos with great care and effort for you to see. VCA-Spaces has the full right over the videos. You are only able to watch the videos or share the videos by URL or embed.

You are not allowed to download, edit, modify or in another way use the videos. This is illegal. The consequences for this violation can result in compensation. We use the phrase 'Copyright 2018 VCA-SPACES ALL RIGHTS RESERVED' to protect our content.

7. Safety

We do our best to keep VCA-Spaces safe, but we cannot guarantee it. You warrant and represent that your content will comply with these terms and conditions.

We need your help to keep VCA-Spaces safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on VCA-Spaces.
2. You will not collect users' content or information, or otherwise access VCA-Spaces, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on VCA-Spaces.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use VCA-Spaces to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of VCA-Spaces, such as a denial of service attack or interference with page rendering or other VCA-Spaces functionality.
11. You will not facilitate or encourage any violations of this Agreement or our policies.
12. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- a. be libelous or maliciously false;
- b. be obscene or indecent;
- c. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- d. infringe any right of confidence, right of privacy or right under data protection legislation;
- e. constitute negligent advice or contain any negligent statement;
- f. constitute an incitement to commit a crime;
- g. be in breach of racial or religious hatred or discrimination legislation;
- h. be blasphemous;
- i. be in breach of official secrets legislation;
- j. be in breach of any contractual obligation owed to any person;
- k. constitute spam;
- l. be offensive, deceptive, fraudulent, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory; or
- m. cause annoyance, inconvenience or needless anxiety to any person.

8. Registration and User login details

8.1 You may register for an account with VCA-Spaces by completing and submitting the account registration form on our website and clicking on the verification link in the email that the website will send to you.

You must not allow any other person to use your account to access the website. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.

You must notify us in writing immediately if you become aware of any unauthorized use of your account.

You must not use any other person's account to access VCA-Spaces.

8.2 If you register for an account with VCA-Spaces, we will provide you with a user ID and password.

- Your user ID must not be liable to mislead and must comply with the content rules set out in Section 5 and 6; you must not use your account or user ID for or in connection with the impersonation of any person.
- You must keep your password confidential.
- You must notify us in writing immediately if you become aware of any disclosure of your password.
- You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

9. Protection of Other People's Rights

We respect other people's rights and expect you to do the same.

- a.** You will not post content or take any action on VCA-Spaces that infringes or violates someone else's rights or otherwise violates the law.
- b.** We can remove any content or information you post on VCA-Spaces if we believe that it violates this Agreement or our policies.
- c.** We provide you with tools to help you protect your intellectual property rights. We provide you with a lock button that protects you from other members editing your document. For full transparency, everyone is able to download your document. Make sure you have your copyright information at the bottom of the page (such as your logo and name).
- d.** If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- e.** If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- f.** You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by these Guidelines or with our prior written permission.
- g.** If you collect information from users, you will: obtain their consent, make it clear you (and not VCA-Spaces) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- h.** You will not post anyone's identification documents or sensitive financial information on VCA-Spaces.

10. Cancellation or Suspension of your Account

We may:

- (a)** suspend your account;
- (b)** cancel your account; and/or
- (c)** edit your account details,

at any time in our sole discretion. You will receive a notice or explanation.

You may cancel your account on our website using your account control panel on the website.

11. Choice of law, disputes

11.1 Dutch law applies to this agreement

11.2 Disputes which do not fall within the jurisdiction of the lower court shall be submitted to the competent court in the place in which the registered office of TPT Global BV in the Netherlands is situated.

11.3 Notwithstanding the provisions in the above article, the member and TPT Global BV may choose a different manner of dispute settlement.

The clauses in these general terms and conditions have also been stipulated on behalf of all persons employed by or working for TPT BV.

If any clause in these general terms and conditions is or is declared invalid, the remainder of the terms and conditions shall remain unimpaired to the largest possible extent and the invalid clause shall be replaced by a clause which reflects the objective of the original clause as closely as possible.

Violation of any clause in this agreement by one party can be discussed, settled and agreed upon amicably between both parties.

Disclaimer

Despite the multiple updates we make to the platform it is possible that some information published here is incomplete. We are trying our best to conform with new legislations and we put in the effort of modifying accordingly as often as possible. If the information provided on the website shows shortcomings or errors, we will correct that at the earliest opportunity.

We cannot be held liable for direct or indirect damage resulting from the use of the website or the information provided on or via the website.

For questions and requests regarding our terms and conditions, you can contact us via info@VCA-Spaces.com

Appendix 1

Privacy Policy agreement

Date of last Revision: 14-05-2018

VCA Spaces is committed to General Data Protection Regulation (from now on referred as GDPR) compliance and to protect your personal data as well as possible. We are rolling out this updated version well in advance to facilitate your compliance assessment and GDPR readiness when using VCA-Spaces.

The mission of VCA-Spaces is to provide members with VCA knowledge and tools. Central to this mission is that we want to let you know in a transparent way what information we collect about you and how it is used and shared.

By using our services, you agree on using your personal data according to this Privacy Policy agreement.

The personal data are processed on the basis of permission and for the execution of the agreement for membership of VCA-Spaces.

Lastly, VCA Spaces reserves the right to impose rules additional to the standard GDPR rules.

The updated privacy policy takes effect immediately for new users and on January 1, 2018 for existing users.

[Article 1 - What personal data does VCA-Spaces process](#)

VCA-Spaces only process the absolutely necessary personal data. We always process:

- Your email
- Your name (first and last)
- Your company name/university name
- Your funding instruments
 - o Your account numbers

We can process every information you provide us with. An overview:

- Your gender
- Salutation/ Title
- Telephone number
- Mobile number
- Fax number
- Date of birth
- Profile picture
- Skype
- LinkedIn
- Twitter
- Xing
- Information about your organization
 - o Division
 - o Department
 - o Job title

- Website
- Address
- Notes to fill in your profile

This information is public within the community.

Good to know

We never use sensitive data related to health, religious beliefs, political or philosophical beliefs, sexual orientation or ethnic origin.

Article 2 - Why do we use personal data?

With personal data we can:

- Contact you
- Put your details in our administration and update them if there are changes
- Send you emails with information about:
 - New articles
 - Information
 - promotions within the community of TPT BV
 - webinars
 - services
 - E-bright

Article 3 - The right to be forgotten

You have the right to be forgotten when:

1. VCA-Spaces no longer needs your personal data for the purposes for which VCA-Spaces has collected them or for which VCA-Spaces process them;
2. You have previously explicitly given permission to VCA-Spaces for the use of your personal data, but you withdraw that consent now;
3. You make objections to the processing under Article 21 of the GDPR. This applies when your rights outweigh the interest of VCA-Spaces;
4. VCA-Spaces is legally obliged to delete your personal data after a certain time. This applies to the statutory storage period;

When VCA-Spaces is obliged to delete your personal data, also the third parties are. VCA-Spaces controls the personal data removal with the third party. This third party, in this case, is Viadesk.

In the eventuality you wish to cancel your account, VCA spaces no longer needs your information (under the provisions of Art. 1 and 2 of this Annex). Consequently, you have the right to be forgotten, which means VCA Spaces will delete your personal data within a month.

Article 4 - Right of inspection, rectification and supplementation

You have the right to see your personal data VCA-Spaces processes. VCA-Spaces tries it's best to keep your personal data as up to date as possible. If there still is a flaw in your personal data, you have the right to rectification and supplementation. We will correct that at the earliest opportunity. These rights only apply to your own data and not another person's data.

Personal data you can request based on the Right of Inspection:

- purposes of processing;
- category personal data;
- (category) of recipients;
- storage periods;
- that you as an applicant have the right to file a complaint with the supervisor;
- when VCA-Spaces has obtained your data from another party, all available information about this source;

The Right of Inspection only applies to your own personal data.

Article 5 - The right to dataportability

Under the GDPR, you have the right to dataportability. This is the right to receive personal data that you have provided to VCA-Spaces. We will provide your data in a form that is structured, widely used, readable and interoperable. You are able to download your personal data immediately. You can also download your personal data from your account.

Because this download contains your profile information, you must keep the file in a safe place and be careful when you save, send or upload the file to another service.

The right to dataportability only applies to automated procedures. You have the right to dataportability as long as we process your personal data. We process the data as long as necessary.

The right to dataportability applies to personal data concerning:

- Your account information
- Your search history

We usually respond on this request within a month. With this request we provide you with the data concerning you in a form that makes it easy to re-use your data and pass it on to another organization.

Article 6 - Adjustment

We can adjust this Privacy Policy agreement. If we make material changes to it, we will notify you through email so that you have the opportunity to review the changes before they take effect. If you do not agree with the changes, you can close your account. If you continue to use VCA-Spaces after we have posted a notice about our changes to this Privacy Policy agreement, this means that you agree to the updated Privacy Policy agreement.

If you have any questions about the updated privacy policy, please email us at info@vca-spaces.com.

Dutch law applies to this agreement

Disputes which do not fall within the jurisdiction of the lower court shall be submitted to the competent court in the place in which the registered office of TPT BV in the Netherlands is situated. Notwithstanding the provisions in the above article, the member and TPT BV may choose a different manner of dispute settlement.