

Website Visitors Terms and Conditions

1. The Website and its terms and conditions

- 1.1 This Website is created and offered to you by European Journalism Training Association, with registered offices at Heidelberglaan 15, 3584 CS, Utrecht and postal box 85029, 3508 AA, Utrecht, the Netherlands. (“EJTA”, “We”, “Us”). These terms and conditions (“Terms”) apply to the use of the Website.
- 1.2 You can also find us at Zandpoortvest 60, 2800 Mechelen, Belgium.
- 1.3 By accessing or using the Website you acknowledge to have read these terms and conditions and agree to be bound by them. If you would not agree with any of the terms or conditions here below, We ask you to leave this Website.
- 1.4 These terms may be updated or revised from time to time, which shall be communicated through the Website. We recommend that you read them from time to time.

2. Definitions

- 2.1 Certain words in these Terms, written with a capital letter, shall always have the following meaning:

Content: all material provided on the Website, including but not limited to copyright material, trade names, trademarks, databases and other proprietary information, such as logos and symbols, text, software, applications, photos, graphics, video, design, layout and other visuals, music and sound and the arrangement of the Content as well as the general “look and feel” of the Website.

Factchecker: all persons who create a factchecking account and who will use this website for factchecking purposes.

Factchecks: all material and content published by a Factchecker.

Website: this website, accessible through the domain name www.eufactcheck.eu.

You: all visitors of this Website.

3. Services and Content provided on the Website

- 3.1 This Website is created solely for educational purposes and offers journalism students from the participating EJTA schools the possibility to publish blogs and the results of their Factchecks.

- 3.2 You can suggest a claim to the Factcheckers to be factchecked, but they are free to choose which Factchecks they investigate and publish on the Website.
- 3.3 You can also comment on Factchecks. When doing so You will refrain from any hate speech, discrimination or incitement to hatred or violence or any other illegal kind of speech. You are solely responsible for your own comments.
- 3.4 It is possible that the Website contains hyperlinks to third party websites. We have no control over the content on these websites and cannot accept any responsibility for those websites.
- 3.5 In case you would have doubts or questions concerning the Content or in case you notice illegal speech, we ask you to contact info@eufactcheck.eu.
- 3.6 We have the right, without any notification to you, to suspend, limit the use of or restrict access to the Website or parts of the Website. This can for instance occur when we carry out maintenance works to the Website or when we change the Services provided on the Website.

4. Intellectual Property

- 4.1 The Content provided on this Website is owned by us or our licensors and is protected under copyright, trademark and other intellectual property laws.
- 4.2 Unless you have obtained our written consent, you are not allowed to copy, reproduce, distribute, publish, modify, translate or create other derivate works from, nor license, sell all or any of the party of the Content.
- 4.3 Without our prior written consent, you are also not authorised to disassemble, decompile, translate or reverse engineer any part of the software used in this Website and the Content on this Website, or otherwise try to extract or derive the source code of the software. You are neither allowed to systematically retrieve the Content from Website to compile or create, whether is directly or indirectly, a database, collection, directory or compilation.

5. Your obligations

- 5.1 You are free to use the Website and its Content in accordance with these Terms and you are responsible for the way you use it.
- 5.2 You are allowed to link to the Website, but only in a manner that corresponds with these Terms and does not bring harm to us. This means that the link cannot be detrimental to our activities or takes unfair advantage of our reputation, nor that the link falsely implies or suggest that we would endorse, approve or are associated with the linked websites, webpages or any of its contents.
- 5.3 You are not allowed to place commercial messages on the Website or to change the Website or the Content on the Website in any way.

5.4 You will not harm the integrity of the systems behind the Website, including but not limited to pushing codes, placing worms or worms nor not restrict the access to (parts of) the Website.

6. Warranties and Liability

6.1 We provide this Website “as is”. We do undertake a reasonable level of skill and care, but we do not make any specific promises or representations concerning the Website, the Services or the Content. This means that we do not make a commitment that this Website, as well as the Services and Content provided run uninterrupted or error-free. We do not warrant that any Content available for downloading from this Website is free from viruses and/or other code that has contaminating or destructive properties. It is your responsibility for using sufficient anti-virus procedures and performing security checks.

6.2 This Website is created for educational purposes. We do not monitor, control or edit the Factchecks, nor do we verify the identity of the Factcheckers and you cannot expect us to do so. We can under no circumstance be held liable if it would appear that Factchecks would violate the (intellectual property) rights of You or any other third party.

6.3 We are not responsible and cannot be held liable for any shortcoming, not even when resulting from a gross negligence or fraud in the services of third parties on which the Website or Services rely but which are beyond our control (e.g. services provided by third party applications, telecom providers or payment service providers).

6.4 We shall not be liable for any indirect damage, which shall at least be understood as consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage and damage from legal proceedings initiated by third parties against you following the use of this Website.

6.5 We shall not be liable for suspending the use of (parts of) the Website, nor for limiting access to the Website or the unavailability or withdrawal of any Content, Factchecks, material or other information of the Website.

7. Privacy

7.1 Your personal data is collected and processed through the use of this Website, for example when you use the contact form. For more information, please consult our [Website Privacy Policy].

7.2 We also collect and process personal data through the cookies placed on your computer after you have agreed that we could do so. For information on the use of your personal data through this Website and the use of the cookies, please consult our [Cookie Policy].

8. Final provisions

- 8.1 We are entitled to rely at our own discretion on subcontractors for the fulfilment of our obligations under these Terms. The Terms with respect to us cannot be construed as being of a strictly personal nature. All rights and obligations with respect to us pursuant to these Terms can be transferred in whole or in part to a third party without the your consent.
- 8.2 You are not allowed to transfer your rights and obligations under these Terms to anyone else, unless we agree in writing to such transfer.
- 8.3 Whenever possible, the provisions of these Terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, Provider shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s)
- 8.4 These Terms are governed by Belgian law. You agree to try and solve any dispute regarding these Terms through negotiations. Should negotiations fail, then all disputes resulting from the use of the Website shall be submitted to jurisdiction of the courts of Antwerp.

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