# General Terms and Conditions of Use

## Preamble

Within the framework of the Law of 4 May 2016 relating to the reuse of public sector information, INFRABEL (hereinafterINFRABEL) has decided to undertake an “open data” approach, sharing certain data related to its activity. To this end, INFRABEL has set up a domain on an Open Data platform.

These General Terms and Conditions of Use (hereinafter referred to as the T&C of Use) are intended for you in your capacity as a user of the DOMAIN accessible at https://infrabel.opendatasoft.com, published by INFRABEL, to inform you of your rights and obligations when using the various features offered via the DOMAIN.

**Important**

Any use of this domain for any purpose whatsoever implies the licensee’s unreserved acceptance of these General Terms and Conditions of Use (T&C of Use).

## ARTICLE 1 - DEFINITIONS

The terms listed below shall have the following definitions for the purposes of these T&C of Use:

BENEFICIARY
means any individual or legal entity who, by accessing the Platform, agrees to be bound by all the clauses of these T&C of Use.
DOMAIN
means the domain name https://infrabel.opendatasoft.com created by INFRABEL for the offer subscribed to for publication of its DATA.
DATA

means INFRABEL's non-personal data made available by INFRABEL on the Platform.

DERIVATIVE DATA

means modified and/or enriched and/or cleaned DATA.

INTELLECTUAL PROPERTY RIGHTS

means the rights referred to in Book XI “Intellectual Property” of the Economic Law Code, in particular copyright, rights related to copyright and database rights.

OPENDATASOFT

means the company OpenDataSoft.

PLATFORM

means the platform published by OPENDATASOFT as well as all its graphic, sound, visual, software and text components with the exception of all content including DATA and any personal data made available on the PLATFORM. The PLATFORM is the exclusive property of OPENDATASOFT.

REUSE

the meaning of this term is defined by the Law of 4 May 2016 on the reuse of public sector information.

USERS

means all categories of PLATFORM users. The following are therefore considered USERS:

- The BENEFICIARIES;
- INFRABEL.

## ARTICLE 2 - PURPOSE OF THE T&C of Use - CONTRACTUAL DOCUMENTS

The T&C of Use concluded between INFRABEL and the BENEFICIARY (*hereinafter collectively referred to as the PARTIES*) are intended to govern the general rights and obligations of the PARTIES in connection with use of all the DOMAIN's features.

## ARTICLE 3 - TERMS OF USE

### (i) General Obligations of the BENEFICIARIES

In connection with use of the DOMAIN, each BENEFICIARY undertakes not to undermine public order and accepted principles of morality, and to comply with the laws and regulations in force, to respect the rights of third parties and

the provisions of these T&C of Use.

Each BENEFICIARY is required:

- To be honest and sincere in the information provided to INFRABEL and, where appropriate, to other USERS;
- Not to misappropriate the purpose of the PLATFORM and/or the DOMAIN to commit crimes, misdemeanours or offences punishable under substantive law;
- To respect the privacy of third parties and the confidentiality of discussions;
- Not to attempt to divert USERS to another site or competing service;

In compliance with the legal and regulatory provisions in force, the BENEFICIARY undertakes not to disseminate messages or information:

- that are insulting, defamatory, racist, xenophobic, revisionist or damaging to the honour or reputation of others;
- that incite discrimination, hatred of a person or a group of persons due to their origin or their membership or non-membership of a particular ethnic group, nation, race or religion;
- that threaten a person or a group of people;
- that are of a paedophilic nature;
- that incite others to commit an offence, crime or act of terrorism or condone war crimes or crimes against humanity;
- that incite suicide;
- that enable third parties to obtain, directly or indirectly, pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunications systems, viruses and other logic bombs and, in general, any software or other tool enabling the rights of others and the safety of persons and property to be infringed.

### (ii) INFRABEL's General obligations

Within the framework of providing access to its DOMAIN, INFRABEL undertakes:

- To comply strictly with the applicable substantive law;
- Not to infringe the rights of third parties and in particular the intellectual property rights of third parties when collecting, distributing, communicating or manipulating DATA or DERIVATIVE DATA.

## ARTICLE 6 - LIABILITY

### (i) General principles

Without prejudice to any liability that cannot legally be excluded or limited, the BENEFICIARY is solely responsible for his/her use of the DATA and more generally for any content published on the DOMAIN, even in the event of gross negligence by INFRABEL. Similarly, subject to any liability that cannot legally be excluded or limited, INFRABEL cannot be held liable for any loss caused by use of DATA or content published on the DOMAIN.

Without prejudice to any liability that cannot legally be excluded or limited, INFRABEL furthermore disclaims any form of liability in the event of:

- abnormal use or illegal exploitation of the DOMAIN;
- use of the DOMAIN that does not comply with and is not provided for in these T&C of Use;
- temporary inability to access the DOMAIN due to technical maintenance operations or interruptions linked to the nature of the Internet, beyond INFRABEL's control;
- the unsuitability of the DOMAIN for the computer hardware and software used by the BENEFICIARY, whose compatibility is the BENEFICIARY's sole responsibility;
- loss of DATA of any kind;
- damage to the BENEFICIARY’s assets.

Likewise, it is expressly agreed between the PARTIES that INFRABEL is subject to a general obligation of diligence and that it is not bound by any obligation to produce a result or enhanced diligence of any kind.

The BENEFICIARY may hold INFRABEL liable if it has previously notified INFRABEL by registered letter with receipt acknowledgement of the alleged breach and if INFRABEL has not replied within thirty (30) days from receipt of this formal notice.

Moreover, due to the nature of the Internet (interconnection of a multitude of independent parties) the overall functioning of end-to-end networks cannot be guaranteed. Without prejudice to any liability that cannot legally be excluded or limited, INFRABEL cannot therefore be held liable for any loss not directly caused by it.

Without prejudice to any liability that cannot legally be excluded or limited, in no event shall INFRABEL be held liable, whatever the type of action brought, for any indirect loss of any kind, for example, but not limited to, any financial or commercial loss, any loss of anticipated or expected profits or contracts, any loss of advantage, any commercial disruption, any unemployment of machines and human resources, any loss of profit, any loss by a third party, or any action brought by a third party against the BENEFICIARY as well as the consequences thereof, related to these General Terms and Conditions of Use or their performance. Without prejudice to any liability that cannot legally be excluded or limited, the BENEFICIARY is solely liable for any direct or indirect, material or immaterial loss caused by the BENEFICIARY or one of his/her employees to INFRABEL, OPENDATASOFT or to third parties as a result of using the PLATFORM, the DOMAIN and the associated features. This disclaimer applies even if INFRABEL has been informed of the possibility of such losses occurring.

Without prejudice to any liability that cannot legally be excluded or limited, if INFRABEL's liability is accepted, it will be limited to an amount equivalent to twice the procedural compensation.

### (ii) Status as a provider of an information society service consisting of storing information provided by a recipient of the service

For all DATA published by INFRABEL, OPENDATASOFT will have the status of a provider of an information society service consisting of storing information provided by a recipient of the service within the meaning of Article XII.19 of the Belgian Economic Law Code. In this capacity, OPENDATASOFT undertakes to inform the Public Prosecutor immediately of any illegal content or any illegal activity on the PLATFORM as soon as it becomes aware of it and to withdraw the information or make access to it impossible in accordance with the procedures set out in paragraph 3 of the above-mentioned article.

Notification to OPENDATASOFT of the existence of illegal content and illegal activities may be made by email to contact@opendatasoft.com and by registered letter with receipt acknowledgement. The link to the content identified as illegal must be specified and justified.

## ARTICLE 7 - INTELLECTUAL PROPERTY

The BENEFICIARY acknowledges that:

- the PLATFORM and all its components are the exclusive property of OPENDATASOFT;
- The DATA is deemed to be the property of INFRABEL, which publishes it under a CCO - Universal open licence.

With the exception of the DATA and without prejudice to any Intellectual Property Rights held by INFRABEL, the trademarks, logos, slogans, graphics, photographs, animations, videos, software, databases and texts created, published or recorded by OPENDATASOFT are the exclusive property of OPENDATASOFT and may not be reproduced, used or represented without the latter's express prior authorisation, under penalty of legal proceedings.

## ARTICLE 8 - PROTECTION OF PERSONAL DATA

Each PARTY guarantees the other PARTY that it will comply with its legal and regulatory obligations relating to its role in the protection of personal data.

The BENEFICIARY is invited to read the Privacy Information accessible at https://infrabel.opendatasoft.com/terms/privacy-policy/ published by INFRABEL on this matter. By accessing the PLATFORM, the BENEFICIARY is presumed to be aware of its contents.

## ARTICLE 9 - FORCE MAJEURE

Without prejudice to any liability that cannot legally be excluded or limited, INFRABEL cannot be held liable, or considered as having failed to comply with these T&C of Use, for any delay or non-performance, when the cause of the delay or non-performance is related to a case of force majeure as defined by the case law of the Belgian courts and tribunals, including specifically in the event of hacker attacks, unavailability of materials, supplies, spare parts, personal or other equipment; and the interruption, suspension, reduction or disruption of electricity or other or any interruption of electronic communications networks.

## ARTICLE 10 - MISCELLANEOUS PROVISIONS

INFRABEL reserves the right to update and modify these T&C of Use at any time, on the understanding that the T&C of Use in force are those published by INFRABEL on the DOMAIN at the time the BENEFICIARY accesses the

DOMAIN.

No indication or document may give rise to an obligation not included in these T&C of Use unless it is the subject of a new agreement between the PARTIES.

The PARTIES furthermore declare that these T&C of Use may under no circumstances be considered as a constituent act of any legal person or legal entity whatsoever, and that any form of “affectio societatis” [partnership] is formally excluded from their relationship.

The fact that one of the PARTIES has not demanded application of any clause of these T&C of Use, whether permanently or temporarily, shall in no way be considered as a waiver of said clause.

In the event of any difficulty of interpretation between any of the headings at the beginning of the clauses and any of the clauses, the headings will be declared non-existent.

All notices, notifications and communications intended for INFRABEL must be sent in writing to the following contact: opendata@infrabel.be.

## ARTICLE 11 - APPLICABLE LAW

These T&C of Use are exclusively subject to Belgian law.

In the event of any dispute arising between the PARTIES concerning the interpretation, performance or termination of these General Terms and Conditions of Use, the PARTIES shall endeavour to settle it amicably.

FAILING AN AMICABLE AGREEMENT WITHIN A PERIOD OF ONE (1) MONTH FROM THE REFERRAL OF ONE OF THE PARTIES BY REGISTERED LETTER WITH RECEIPT ACKNOWLEDGEMENT, THE DISPUTE WILL BE SUBMITTED TO THE French-speaking Court of First Instance of Brussels to which EXCLUSIVE jurisdiction is expressly granted. This jurisdiction also applies to summary proceedings.

To the fullest extent permitted by applicable law, the limitation period for any action by the Licensee against INFRABEL shall be two (2) years from the first download of the disputed DATA from the PLATFORM by the BENEFICIARY.