

TERMS OF USE AND PRIVACY POLICY

Welcome to the BELAIR GEOPORTAL belair.geoportal.vgt.vito.be. By using this website (hereinafter referred to as "the Site"), you acknowledge that you have read, understood and agree to abide by the following Terms of Use as well as all terms and conditions detailed and/or referenced herein and/or any additional terms and conditions set forth on this Site. If you do not agree with these Terms of Use, do not access and/or use this Site and/or products provided on the Site.

The permission to access and use this Site and/or products is subject to the acceptance of the following Terms of Use detailing your rights and obligations with regard to the access and use of the Site and the specific terms and conditions applicable to the products requested (collectively referred to as "the Conditions"). From time to time and for any reason, VITO may, in whole or in part, alter, amend, update or review the Conditions without notice. VITO also reserves the right to terminate the Site and/or product(s) without notice and without liability. You are responsible for regularly reviewing the Conditions of Use to ensure that you are aware of all terms governing your use of the Site, the Information and the Products. Your continued use of the Site, the Information and the Products constitutes your agreement to all such terms and conditions. Your use of the Site will be subject to the most current version of the Terms of Use posted on the Site at the time of such use. If you do not agree with the Conditions, DO NOT USE THE SITE OR ANY INFORMATION AND/OR PRODUCTS POSTED THEREON.

Order of precedence. In case of any inconsistencies and/or conflict between the Terms of Use and the specific terms and conditions applicable to the Products (as defined below) requested, the following hierarchy between the Conditions is applicable: 1/ specific terms and conditions applicable to the Product and 2/ Terms of Use.

Disclaimer. This Site (and its content) and products are created and managed by VITO with the utmost care. However, VITO cannot guarantee that the Site, the information provided (hereinafter referred to as "the Information") and the products (hereinafter referred to as "the Products") are comprehensive, complete, accurate or up to date. If technical errors, typographical errors and/or other inaccuracies are brought to VITO's attention, VITO will use all reasonable efforts to correct such errors and/or inaccuracies. However, VITO accepts no responsibility or liability whatsoever with regard to the Information or the Products and/or for the consequences of use of such Information and/or Products.

The Site, the Information and the Products made available on or accessed through this Site are provided on an "AS IS" and "AS AVAILABLE" basis. VITO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO THE SITE, THE INFORMATION AND THE PRODUCTS. VITO FURTHER DOES NOT WARRANT THAT (I) THE SITE AND THE INFORMATION AND/OR THE PRODUCTS WILL MEET YOUR REQUIREMENTS, AND (II) THE SITE, THE INFORMATION AND/OR THE PRODUCTS WILL BE AVAILABLE UNINTERRUPTED OR ERROR FREE.

Limitation of Liability. YOUR USE OF THE SITE (AND THE INFORMATION) OR THE PRODUCTS IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL VITO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE, OR THE INABILITY TO USE THE SITE, THE INFORMATION AND/OR THE PRODUCTS, EVEN IF VITO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

User Conduct and Obligations. You agree to abide the Terms of Use, the additional terms and conditions for the Product requested and applicable laws and regulations when using the Site.

Furthermore, you agree that you:

- shall not interrupt or attempt to interrupt the operation of the Site in any way;
- shall not attempt to access and use password protected and/or secure areas of the Site for which no authorization is obtained. Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only.
- shall be solely responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify VITO of any unauthorized use of your password or account or any other breach of security and ensure that you exit from your account at the end of each session.

You are granted permission to display, copy and download Information of this Site provided that:

- You use the copied Information only for personal and non-commercial use;
- You retain all copyright and other proprietary notices on all reproductions and/or copies.

All rights not expressly provided herein require prior written consent.

Intellectual Property. The Information provided by the Site and the related intellectual property rights in and to the Information are and will remain the exclusive property of the parties mentioned in the metadata, and are protected by applicable laws.

Linked sites. This Site may provide links to other websites that are not under the control of VITO.

Therefore, VITO shall not be responsible in any way for the content of such other websites. The links are provided by VITO for your convenience only, and the inclusion of any link to any website does not imply VITO's approval of the content of such websites. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk. VITO reserves the right to terminate any link at any time.

Trademarks and trade names. All denominations, logos and other signs used on this Site are trademarks and/or trade names protected by law.

Governing law / Competent court. The formation, construction and interpretation of the Conditions shall in all respects be governed and construed in accordance with the laws of Belgium, without reference to its conflict of law rules. Any claim, dispute or controversy arising in relation to these Terms of Use, the breach of these Terms of Use, or the use of this Site, the Information and/or the Products shall be resolved exclusively and finally settled by the competent courts in, Belgium.

Acceptance. Your use of the Site, the Information or Products constitutes the acceptance of the Conditions. You hereby waive any and all defenses you may have based on the electronic form of the Conditions and lack of signing by the parties hereto.

Privacy Policy

VITO believes strongly in the privacy protection of the personally identifiable information you share with VITO. VITO also finds it is important to inform you about what personal information VITO collects and how VITO will use the personal data. We will protect your personal information consistent with the principles of the applicable Privacy legislation.

This privacy policy applies to all personal information collected or used by VITO. Submitting personal information is strictly voluntary. If you choose to provide personal information through methods as completing a form or sending an email, you are giving VITO your permission to use the personal information to respond to your message and to help us

get you the information or services you have requested.. Note that email isn't necessarily secure. You should never send sensitive or personal information like your Social Security number in an email. If you do not want to give VITO permission to use your personal information, simply do not provide it. However, not providing personal information may result in VITO's inability to provide you with the information or services you desire.

The personal information provided by you (online, email or in another way) can be included in an automated database of VITO. VITO will own this information according to the applicable privacy law and will be used to guarantee an efficient services and help us to make the Site more useful for you. With this information we learn about the number of visitors of our Site and the types of Products are used or requested.

The information shall also be used for the purpose of carrying out informational or promotional campaigns in relation to the Products. This information shall not be remitted to third parties for direct marketing purposes. The anonymised information may be provided to third parties for statistical and research purposes only.

The following data will be recorded when placing a request or order: name, address, telephone number(s), email address, website.

The following data will be recorded when consulting the Site:

1. The Internet domain from which you access the Site (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you connect from an educational domain);
2. The IP address (a unique number for each computer connected to the Internet) from which you access our Web site;
3. The type of browser (e.g., Chrome, Firefox, Internet Explorer) used to access the Site;
4. The operating system (Windows, Mac) used to access the Site;
5. The date and time you access the Site;
6. The URLs of the pages you visit;
7. Your Name, e-mail address and your username, if it was used to log in to the Site; and
8. If you visited the Site from another website, the URL of the forwarding website.

Except for authorized law enforcement investigations, no attempts are made to identify individual users or their usage habits. Raw data logs are retained as required for security and site management purposes only.

You are entitled to request at all times information or correction of your personal information free of charge. If you do not wish to receive any information on the Products from VITO anymore, you are kindly requested to inform VITO either by phone +32 14 33 68 14 or by using the 'contact' link on belair.geoportal.vgt.vito.be.

Cookies. A cookie is a small file that a website transfers to your computer to allow it to remember specific information about your session while you are connected. Your computer will only share the information in the cookie with the website that provided it, and no other website can request it. There are two types of cookies, session and persistent. Session cookies last only as long as your browser is open. Once you close your browser, the cookie disappears. Persistent cookies store information on your computer for longer periods of time.

The Site uses session cookies to save data for the comfort of the user and in order to monitor the use of the Site with a view toward further improvement of the service and optimizing the navigation within the Site or to allow you to customize your preferences for interacting with the Site. A few VITO websites may also use of persistent cookies to remember you between visits so, for example, you can save your customized preference settings for future visits. If you do not wish to have session or persistent cookies stored on your system, you can turn them off in your browser. However, this may affect the functioning of some VITO websites and you will always have to fill in all information in web forms and re-enter your personal preferences upon each visit of the VITO websites.

Copyright in metadata

In metadata in the BELAIR geoportal, add “©[Year], [Owner Institute] – All rights reserved”

Acknowledgement and Citation

For BELAIR partnership and BELAIR data users:

When using BELAIR data for publications, a formal Acknowledgement and Citation as below is requested:

Acknowledgement: The [Data Product Title] was obtained from the BELAIR geoportal [belair.geoportal.vgt.vito.be] funded by the Belgian Science Policy Office.

Citation: [Owner name], [Year], [Data Product Title], [Owner Institute]. Obtained from the BELAIR geoportal [belair.geoportal.vgt.vito.be] funded by the Belgian Science Policy Office. Accessed [Date accessed]

For publications using BELAIR2013 data, the user should refer to the BELAIR2013 and BELAIR2013 subprojects using:

“The research pertaining to these results received financial aid by the Belgian Science Policy Office in the frame of the STEREO II programme – subsidy number SR/67/167 (BELAIR2013) and SR/XX/168 (BELAIR HESBANIA) / SR/XX/169 (BELAIR LITORA) / SR/XX/170 (BELAIR SONIA)”