

EUROPEAN
U R B A N
INITIATIVE

TERMS AND CONDITIONS
OF USE OF THE EUROPEAN
URBAN INITIATIVE
ELECTRONIC EXCHANGE
PLATFORM (EEP)



Co-funded by
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1. SUBJECT MATTER AND SCOPE

1.1. The European Urban Initiative Electronic Exchange Platform (EEP) is provided for project applicants, project partners and First Level Controllers to allow them to create, prepare, revise and submit online forms (application and request for changes form, reports and payment claims and final reports). Furthermore, it is provided to the European Urban Initiative Permanent Secretariat to carry out the project and programme monitoring.

1.2. These Terms and Conditions govern the relation between:

- **the GEIE GECOTTI represented by the European Urban Initiative Permanent Secretariat, hereunder referred to as "EUI PS"**
- **the EEP users**

in relation to their access to and use of the EEP.

1.3. Requesting access to the EEP, accessing the EEP or using the EEP signifies unconditional acceptance of these Terms and Conditions.

2. ACCESS TO THE EEP

2.1. Users and organisations

Access to the EEP is open to natural persons with a valid email address.

Access rights to certain information and functions in the EEP are restricted to users with specific roles. If a user leaves the organisation or is no longer representing the organisation, the account of this person shall be closed and a new one shall be created if needed.

2.2. Means of access

2.2.1 Users access the EEP with their email address and a password provided by the system and encrypted into it.

Users guarantee that the information provided for registration of their account is accurate, updated and that the email address provided is a valid personal email address. It is also the responsibility of users to make sure that they receive the emails automatically sent by the EEP system.

The EUI PS has - at any time - the right to verify the validity of the information. If this reveals any inaccuracy or invalidity, the EEP administrator has the right to close the account or suspend, refuse or reset access.

2.2.2. The means of access (i.e. the email address and password) are strictly personal and users are responsible for safeguarding their confidentiality and security, and ensuring their appropriate use.

Users undertake to take all steps to prevent any unauthorized third party from gaining knowledge and making use of their means of access. They may not transfer or sell their means of access to any third party.

Users must notify the EUI PS immediately of the loss, theft, breach of confidentiality or any risk of misuse of the means of access.

If the EUI PS has any reason to suspect that the confidentiality or security of the means of access has been breached or that the EEP is being misused, it may - without prior notice - suspend or refuse access.

2.2.3 The EUI PS grants access rights (read and/or write) only to natural persons which are employed by or represent the Entrusted Entity, Certifying Authority.

2.2.4 The users (except the administrators) have read only access to the data submitted in the EEP by the project applicants/partners via the Electronic Exchange Platform (EEP). The administrators and the developers have read and write access but shall not write, modify or submit data unless it is requested by the EUI PS in exceptional cases to modify data on their behalf.

2.2.5 Communication to the EEP administrators in the PS shall be addressed to info@urban-initiative.eu

3. USING THE EEP

3.1. General

3.1.1. Users shall use the EEP in accordance with these Terms and Conditions, in a responsible manner, and exclusively for their professional purposes and without breach of the rights of third parties.

3.1.2. Users are fully and unconditionally responsible for any use of the EEP (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom.

3.1.3. Users acknowledge and accept that they are responsible for the actions and omissions of persons employed by or representing them.

3.1.4. The system keeps track of access to and use of the EEP.

3.2. Required hardware, software and services

Users acknowledge and agree that they are responsible for the choice, purchase and operation of any hardware, software or telecommunication services required to connect with and to use the EEP.

Such hardware, software or telecommunication services must meet the minimum requirements specified in the user's guide. The EUI PS is not liable for hardware, software, products and services of third parties, such as telecommunication equipment, internet connections, operating systems and internet browsers.

3.3. EEP availability

3.3.1 The EUI PS does not guarantee that the EEP will be available without interruption or degradation of service at all times.

3.3.2. However, the EUI PS will to the best of its abilities take reasonable care to ensure the availability of the EEP.

3.3.3 The EUI PS is not liable for any damage suffered in connection with the suspension or refusal of access.

3.4 Electronic submission

3.4.1 By clicking the "submit", "approve", "send" or any other button used for the official transmission of information to other users or to the initiative authorities, the users officially approve and / or submit the information to the concerned initiative authorities. By doing so, the username of the person clicking the button and the corresponding date are indicated next to the notification.

3.4.2 In general, the date of electronic transmission as described in paragraph 3.4.1 shall be considered to be the official date of submission of the document concerned.

4. PERSONAL DATA PROTECTION

4.1 The personal data collected through the EEP by the EUI PS are the forename, surname, organization, phone number and email address for each user.

4.2 The collected data are processed solely for the purpose of providing access to the EEP system.

4.3 The data included in the EEP will be kept in the EEP system for a period of 5 full years after the closure of the Initiative (corresponding to 31st December 2035), for auditing and communication purposes. They may be archived outside of the EEP system for a longer period for statistical and historical purpose only.

4.4 The persons whose personal data are processed have the right to access, rectification and erasure their own personal data. For this purpose, they must send any queries about processing of their personal data to the EUI PS by sending an email to the mailbox indicated on the EEP homepage.

5. LIABILITY OF THE EUI PS

5.1. The EUI PS shall not be liable for any direct or indirect damage of any kind except in the event of willful misconduct.

5.2. The EUI PS is not liable for any damage in case of force majeure, external cause or any other events which are not under the reasonable control of the EUI PS.

6. CHANGES TO THE TERMS AND CONDITIONS

6.1. The EUI PS may, at any time, vary, add to or delete any provision of these Terms and Conditions.

6.2. Users and their organisations acknowledge and agree that such new Terms and Conditions can be notified by the EUI PS on the EEP or via email. Unless otherwise stated in the notice, the new Terms and Conditions shall apply as from 7 days from the notice.

6.3. Users and their organisations acknowledge and agree that any modification to the Terms and Conditions shall be deemed accepted by them as from the first time they access or use the EEP after the date of entry into force of the new Terms and Conditions.

7. APPLICABLE LAW AND DISPUTE SETTLEMENT

These Terms and Conditions are governed by French law. For any disputes arising out of or in connection with these Terms and Conditions or the access to or use of the EEP, the administrative tribunal of Lille shall have exclusive jurisdiction, if the dispute cannot be settled amicably.



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