

# TERMS AND CONDITIONS

## About these Terms

1. To pursue its goals, PerforADS operates a communication web site (hereinafter the "Website") devised to offer contents that are intended to be accessible to a broad audience, and to allow citizens and influencers to interact for the purpose of making marketing accessible to everyone.
2. The Website has a Public Area which is accessible to all visitors (hereinafter the "User"). The Public Area offers services as well as other public communications and forums. It also offers an Online Work. The Website has a Members Area which is available to Users who are registered as Members and are logged in. The Members Area offers access to the peer review of manuscripts, to various members forums, activities and member-to-member communication channels.
3. The Website also allows Users to subscribe to news and updates without registering as a Member. Subscribing to news and updates does not grant access to the Members Area however.
4. Registration and subscription take place via a dedicated online form on the Website.
5. These Terms and Conditions of Registration and Membership (hereafter "Terms") establish the conditions of registration and membership and the terms of use of the Members Area. A Member shall expressly accept these Terms on registration and is bound to comply with them.
6. Any new services, offered online in the Members Area after initial registration, shall also be governed by these Terms unless otherwise specified.
7. PerforADS reserves the right to amend the present Terms at any time and without prior notice and shall inform Members of such amendments at their next log-in. Members shall accept such amendments by checking the appropriate checkbox. The accounts of Members who do not accept the amendments shall be blocked 14 days after notification of the amendments.

## Registration

1. Registration and membership is open to all natural persons over thirteen years of age who have an interest in the creation and sharing of marketing. Users under sixteen years of age must first obtain the consent of a parent or guardian.
2. Each User shall only register once.
3. The User shall register online to become a Member of PerforADS.

4. During the registration process, the User can, in addition, opt to become a Member of the Association. Members of the Association are Members of PerforADS with additional accesses allowing them to participate in the General Assemblies and can be elected as Members of the Board of Directors.
5. Members of the Association shall expressly accept PerforADS's **Statutes** on registration and are bound to comply with them.
6. By registering with PerforADS, the User accepts that most communications with PerforADS and its Members will take place electronically.
7. It is the User's responsibility to make sure that she/he has sufficient access to Internet to participate to the activities at the desired extent.
8. PerforADS screens registration applications and reserves itself the right to reject a registration without stating the reasons.
9. Members of PerforADS have access to a notification preferences page where they can define their preferences for the notifications sent to them by email. They have access to the Members Area and can participate in the various activities that are open to Members, depending on their role as a worker or influencer functions.
10. Upon registration, Members are required to supply their name, email address, mail address, areas of interest and a password.
11. Members requesting to be registered as worker are required in addition to supply an affiliation and a list of publications. PerforADS's team will verify that the member fulfills the necessary conditions for being registered as a worker.
12. The necessary conditions for being registered as a worker with PerforADS at any moment in time are:
  - Must have a minimum of computer knowledge
  - Must have an internet connection and a personal computer.
13. Members vouch that data supplied on registration are true and complete, and that they are kept up-to-date after registration. In particular, members registered as worker who do not fulfill the necessary conditions for being registered as worker anymore must change their registration accordingly.
14. It is expressly forbidden to place accounts at the disposal of third parties and to disclose access details to third parties.
15. For technical reasons, PerforADS cannot establish with certainty whether a registered Member really is the person he/she claims to be. PerforADS shall therefore provide no guarantee as to Members' true identities. Members shall therefore be responsible for verifying other Member's identities and shall contact PerforADS in cases of suspicion.
16. Registration as a Member results in a contractual relationship (usage contract) between PerforADS and the Member. By accepting the Terms, they become a contract component. The member receives a personal, non-transferable right, revocable at any time, to use the contents and

services provided by the Website and undertakes to comply with these Terms and the restrictions set out in them during such use.

17. PerforADS reserves the right to modify, suspend or discontinue individual services and/or sections of the Members Area, or all of them, at any time and without prior notice, in whole or in part. PerforADS reserves the further right to limit or deny access to individual or all services, without prior notice at any time.

## Termination of Membership

1. Members can resign their membership with PerforADS at any time by communicating their decision by mail or email (see contact details below) or by writing a message in the Comments area of the Profile Update page.
2. The resigning Member shall pay the current year's membership, if any, in full.
3. The membership can be terminated by decision from the Board of Directors. The concerned person has the right to appeal against this decision at the General Assembly. Cases where the membership has been repeatedly left unpaid (for two years) lead to the expulsion without a right to appeal at the General Assembly.
4. After the resignation or the termination of a membership, PerforADS is entitled to continue without time limitation, to freely use in the Website, emails, publications and advertisements, in full or in part, the contributions (text and other material) the Member submitted to PerforADS before resignation or termination, if any.
5. Resigned Members can apply to revive their registration at any time. The decision to revive a registration is taken by the Board of Directors.

## Use of the Members Area

1. PerforADS shall provide Members the access to use the Members Area for the purpose of interactively publishing, sharing, developing and creating knowledge around marketing.
2. The Members Area is designed to offer various tools to allow Members to organise themselves as a network and to create, review and publish member contributions (text and other material) in the pursuit of these goals.
3. Depending on their specific type, member contributions shall be automatically published in the Members Area only, or in part or fully in the Public Area too. Automatic notifications are also emailed to the corresponding circle of Members and placed in their designated notification page. Detailed information on the automated notification and publication on the Website of a specific type of member contribution shall be available on the corresponding online form or page, or upon request by contacting PerforADS.

4. It is the responsibility of the Members to make sure that they do not include any confidential data in member contributions that are automatically published in the Public Area. PerforADS shall not be liable for any consequences arising from the publication in the Public Area of confidential data consecutive to the submission by a Member of a member contribution.
5. Types of member contributions that are automatically published in the Public Area include but are not limited to: Articles, comments to Articles, Blogs, comments to Blogs, Events. In the Public Area, data allowing identification of the various contributors (such as names, email addresses,...) are not disclosed at the exception of the names of Author(s) and Editors, if any, in Articles and Blogs. In the Public Area, names of the commenters of Articles are not disclosed and are replaced by substitutes reflecting the commenters' role with respect to the Article: "A Member", "A Scientific Member", "An Author", "The Editor". Members submitting Events are responsible for not including any personal data in the Event description. Their email address will be automatically added as a link in the Members Area if they chose a sign up deadline.
6. The Members Area offers various types of accesses to various areas, depending on the Member's role (e.g. as a scientist) and functions (e.g. as an Editor, a Jury member, a Member of the Board of Directors, an Administrator). It is the responsibility of the Member to respect the confidentiality of the data he/she has access to in the various areas of the Website.
7. In the Members Area, the names of Authors, Editors, Commenters, if any, are disclosed. Reviewers can opt to remain anonymous in Review Reports. In the case of Manuscript Invitations or Ideas, Members signing up will see each other's email addresses as well as that of the Author, so that they can enter in contact to collaborate.
8. Members shall alone be responsible for ensuring that their contributions (text and other material) are aligned with the purpose set forth in this Article and in no way breach these Terms. Members shall be responsible for ensuring that their content is legal and that they are entitled to publish such content and make it available to third parties. PerforADS hereby declines all liability for such content.
9. PerforADS is not bound to monitor and check content added by members to ensure that no unlawful content and/or content contrary to these Terms appears on the Website, but reserves the right to so do. PerforADS further reserves the right to delete such content without notice, if it discovers, or is informed by third parties, or suspicion exists, that such content breaches applicable law and/or the provisions of these Terms.

## Participation in the Association

1. Members of the Association are entitled to all regular Member accesses. In addition, they may participate to the online General Assemblies and may apply to be elected as Members of the Board of Directors.

2. Members of the Association are informed of the General Assembly at the latest 20 days in advance. General Assemblies are held at least once a year.
3. Members of the Association shall be bound by and comply with the provisions of PerforADS's Statutes.

## Intellectual Property

1. All intellectual rights pertaining to the Website, its software, design, contents (text, pictures, videos and other material), news, updates, notifications as well as all email notifications sent by it are ruled by PerforADS's **Copyrights notice**. PerforADS's Copyrights notice forms part of these Terms. By using this Website, Users indicate that they accept and comply with it.
2. In particular, the Members Area offers access to contents with reserved copyrights. These contents may not be copied, transformed or distributed without the prior written consent of the author(s).

## Non-Disclosure Agreement

1. In the Members Area, Members of PerforADS are granted access to unpublished Manuscripts, forums, personal profiles and other types of information. All such data are of a confidential nature and are to be held undisclosed outside of the designated (possibly restricted) circle of Members.
2. Data from the Members Area (text or other material) may not be disclosed or used outside the designated (possibly restricted) circle of Members of PerforADS without prior agreement from the author(s) of the data and in accordance with PerforADS's Copyrights.
3. PerforADS can not be made liable for the disclosure, or its consequences, by any Member of any confidential data (text or other material) submitted to the Website.
4. By registering as a Member, Users indicate that they are responsible for the non-disclosure of the data made available to them in the Members Area and that they will report any event of breach to this Non-Disclosure Agreement Article to PerforADS.

## Rules of Conduct

1. All contents submitted to PerforADS shall adhere to basic rules of conduct. An appropriate tone and relevance of the content are required. It is in particular prohibited to submit content which:
  - is openly offensive and fosters or incites racism, bigotry, hatred or physical violence of any kind against groups or individuals or force of any kind against property;
  - is offensive, threatening, obscene, disrespectful, indecent, defamatory or libellous or causes harassment in another way or supports such undesirable forms of behaviour;

- encourages sexual or violent exploitation of persons;
  - comprises nudity, violence or indecent images;
  - publishes information which poses a risk to the protection of personal data or security;
  - contains or endorses information which, to the best of the member's knowledge, is false or misleading;
  - infringes intangible property rights (to trademarks, designs, patents or copyright), especially which constitutes or promotes illegal or unauthorized copies of copyright works of other persons, e.g. pirated copies of computer programs or links to them, information on defeating copy protection set up by manufacturers and pirated copies of music or links to pirated copies of music files;
  - entails sending junk mails, chain letters or unsolicited mass mailings, SMS, spinning or spamming;
  - has restricted, password-only access or contains hidden pages or images;
  - promotes or supports unlawful acts or plans or contains instructions on illegal acts, e.g. making or buying illegal weapons, breach of privacy or the supply or development of computer viruses;
  - requires other users to disclose passwords or personal particulars for commercial or illegal purposes, or is designed to do so;
  - contains commercial activities;
  - contains photographs or videos of other people, which have been published without the consent of those people;
  - infringes, or attempts to infringe, in particular privacy laws, contract law or the rights of third parties;
  - contains website links which are prohibited under this Article.
2. PerforADS's **Conflict of Interest Policy** defines what is considered a conflict of interest and how it shall be prevented in the peer review of contents. PerforADS's Conflict of Interest Policy forms part of these Terms. By participating in the peer review of contents, Members indicate that they accept and comply with it.

## Membership Fees

1. Membership fees are decided by the General Assembly on a yearly basis.
2. Members are required to pay the membership fees, if any, in due time through PerforADS's Services.
3. The Board of Directors may decide to grant partial or full membership fee waivers to specific Members. Membership fee waivers are granted in the form of a personal, time-limited voucher which can be redeemed upon purchasing the membership on PerforADS's Services.
4. Users who may not afford to pay the membership fees can contact PerforADS and ask for a partial or full membership fee waiver. Renewals of membership fee waivers are not automatic. They shall be asked by the

Member by contacting PerforADS and shall be decided by the Board of Directors.

## Data Protection and Use of Information by PerforADS

1. Collection, protection, use and transmission of personal data submitted to the Website or other User data collected by PerforADS are ruled by PerforADS's [Privacy Policy](#). PerforADS's Privacy Policy form part of these Terms. By using this Website, Users indicate that they accept and comply with it.

## Languages

1. The first language used for the communication and publications shall be English. PerforADS intends to introduce additional languages in the future.
2. Where official documents are required by the law in German language, PerforADS organises their translation in English for communication with its Users.
3. PerforADS may not be made liable for not providing translations in a language other than English or for translation inconsistencies in translated documents.

## Guarantees

1. No guarantees shall be given as to the accuracy of information and opinions conveyed via the Website, either expressly or implicitly.
2. PerforADS shall give no guarantees regarding the minimum availability of the Website. It shall, however, endeavour to maximize such availability. Users shall note that software underlying the Website is continually undergoing development and that processes cannot be guaranteed to be fault-free at all times.
3. PerforADS expressly reserves the right to block the Members Area without notice, where necessary to investigate malfunctions, for maintenance work or for closer examination of cases of abuse.

## Liability

1. PerforADS hereby disclaims all liability for the Website, in particular for content displayed thereon and communications passed via it. PerforADS shall likewise not be liable for any losses arising from impossibility of use of the Website. Such disclaimer shall also apply to interruption, temporary suspension or termination of the services.
2. PerforADS shall in no case be liable for content provided by Members. Members are alone responsible for all information and data which they send, display or notify via the Members Area and which may or may not be automatically made accessible in the Public Area.

3. PerforADS shall accept no liability for the behaviour of Members and/or third parties or for content or statements forwarded by Members and/or third parties in the context of the services.
4. PerforADS shall accept no liability for links, for contents of pages linked, and for content uploaded by Members and/or third parties. PerforADS has no influence on third-party web sites. If PerforADS incurs loss through the behaviour of third parties, they shall indemnify PerforADS accordingly.
5. PerforADS shall accept no liability for misuse of Members or Subscribers' accounts by third parties. The Member or Subscriber shall be liable him/herself for all action taken by third parties using a Member or Subscriber's access details.
6. PerforADS shall not be liable for minor negligence or indirect losses.

## Final Provisions

1. Should any provision of these Terms, including the applicable Conflict of Interest Policy, Copyrights notice and Privacy Policy, be considered unworkable, this shall not affect the validity of all or any other provisions. Failure by PerforADS to implement a provision shall imply no waiver thereof.