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General Terms and Conditions for using CEC Managers Network

Preamble

By logging on to CEC MANAGERS NETWORK, users accept the following General Terms and Conditions (hereinafter the "GTC") for using CEC MANAGERS NETWORK.

These GTC shall govern the contract relationship between the User and CEC MANAGERS NETWORK.

1. Subject Matter

1.1 The CEC MANAGERS NETWORK is open to all managers and to managers only in Europe and beyond. The CEC MANAGERS NETWORK offers registered users a free private contact forum which main aim is to develop a personal and professional network and to exchange information on their sector, profession, country, etc.

1.2 Any use of the services and contents offered on the CEC MANAGERS NETWORK beyond the scope of options provided requires the prior written consent of CEC.

1.3 CEC MANAGERS NETWORK shall only make data and/or information provided by the User available for other uses provided that this data and/or information does not violate any laws or these GTC. CEC MANAGERS NETWORK is entitled to remove any illegal or prohibited data and/or information from CEC MANAGERS NETWORK without prior notice to the User.

2. Registration, and Representations and Warranties upon Registration

2.1 Users must register prior to using any of the services on the CEC MANAGERS NETWORK.

2.2 The User warrants and represents that all of the data provided by the User for registration is accurate and complete. The User shall report any changes in the registration data to CEC MANAGERS NETWORK without undue delay.

The User shall not use pseudonyms or pen names.

2.3 The User warrants and represents that he or she is of legal age at the time of registration.

2.4 The User will receive a password upon registration. The User is obliged to keep this password secret. CEC MANAGERS NETWORK shall not disclose the password to any third party and CEC MANAGERS NETWORK shall not ask for the User's password at any time.

2.5 By completing the registration process, the User consents to enter the agreement to use the services of the CEC MANAGERS NETWORK. CEC MANAGERS NETWORK accepts this offer by activating the membership for the use of services on CEC MANAGERS NETWORK. The agreement takes effect with the aforementioned acceptance by CEC MANAGERS NETWORK.

2.6 Each User is entitled to register with CEC MANAGERS NETWORK only once, and the User may only establish one (1) user profile.

2.7 It is technically impossible for CEC MANAGERS NETWORK to determine with certainty whether any user registered with CEC MANAGERS NETWORK is in fact the person he or she represents to be. Therefore, CEC MANAGERS NETWORK assumes no liability for the actual identity of a user. Each user is solely responsible for checking the actual identity of another user.

3. Obligations of the User

3.1 The User is obliged,

3.1.1 To provide only true and non-misleading statements in the User profile and in communications with other users, and to refrain from using any pseudonyms or pen names.

3.1.2 To post on the CEC MANAGERS NETWORK only photographs of the User in which the User can be clearly and plainly recognized. The User warrants and represents that the public display of the photographs delivered by the User to the CEC MANAGERS NETWORK is not prohibited. The User shall not upload any photographs or images of any other person than of the User, or of non-existent persons or other beings (such as animals, imaginary creatures, etc.).

3.1.3 To comply with all applicable legislation, and respect all third-party rights. In Particular, the User shall not:

Use any insulting or defamatory contents, regardless of whether said contents are directed at another user or CEC MANAGERS NETWORK personnel or other companies

Use any pornographic materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors.

Unreasonably annoy (particularly with spam) any other user.

Use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law.

Use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales).

3.1.4 To refrain from engaging in any of the following annoying actions, even if they do not constitute a breach of any applicable laws:

Sending chain letters

Performing, advertising and promoting any form of structural distribution measures (such as multi-level marketing or multi-level network marketing) or

Communicating in any insinuating or sexual way (suggestive or explicit).

3.2 The User is prohibited from the following:

Distributing or publicly disclosing the contents of the CEC MANAGERS NETWORK or any other user

Performing any actions which may impair the operability of CEC MANAGERS NETWORK's infrastructure, particularly actions which may overload said infrastructure.

4. Changes to the Services on CEC MANAGERS NETWORK

CEC MANAGERS NETWORK reserves the right to modify the services offered on the CEC MANAGERS NETWORK and/or to offer services different from those offered at the time of the User's registration at any time, unless this is unreasonable for the User.

5. Termination of Membership

5.1 The User may terminate the Membership at any time without cause. The User may deliver notice of termination using the [contact form](#) available on CEC MANAGERS NETWORK at any time. The termination notice shall include the User's registered name and an email address of the User registered on the CEC MANAGERS NETWORK.

5.2 The provisions of this section shall not affect the right of both parties to terminate the agreement for good cause.

5.3 A good cause is defined as an event which makes it unacceptable for CEC MANAGERS NETWORK to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of CEC MANAGERS NETWORK against the User's. A good cause includes any the following events:

If the User fails to comply with any applicable legal provisions;

If the User breaches a contractual obligation, in particular an obligation set forth in sections 2 and 4 of these GTC;

If the reputation of the services offered on the CEC MANAGERS NETWORK Web sites is substantially impaired by the online-presence of the User (if, for example, it is discovered after registration that the User has been convicted of a criminal offence, and if said conviction is known to other users);

If the User promotes any communities or associations (or any of their methods or activities) which are under surveillance by authorities responsible for public safety or the protection of minors, or;

If the User causes harm to any other user(s).

5.4 In the event of a good cause in accordance with section 6.3 and notwithstanding CEC MANAGERS NETWORK's right to terminate the contract in accordance with section 6.3, CEC MANAGERS NETWORK is entitled to:

Delete the contents posted by the User

Issue a warning, or

Block the User's access to the services on the CEC MANAGERS NETWORK.

6. Responsibility for the User's Content, Data or other Information

6.1 CEC MANAGERS NETWORK does not make any warranties or representations regarding any data and/or information provided or made available by any user on any of the CEC MANAGERS NETWORK or on any external websites linked to it. In particular, CEC MANAGERS NETWORK does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose.

6.2 The User may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these GTC (including the use of pseudonyms or false identities) using the [contact form](#) available at all CEC MANAGERS NETWORK Web sites.

7. Data Protection

The user decides if he wants to answer requests from other managers. Establishing contacts to other managers will be carried out through the system. The e-mail addresses of the user will not be communicated to other users.

CEC MANAGERS NETWORK recognizes that any data provided by the User to CEC MANAGERS NETWORK is extremely important to the User, and CEC MANAGERS NETWORK shall therefore be particularly sensitive in handling such data. CEC MANAGERS NETWORK shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, CEC MANAGERS NETWORK shall not provide or otherwise disclose any personal data of the User to any third party without authorization.

8. Right to Contents

When the User posts his or her contribution to a forum, the User grants CEC MANAGERS NETWORK an unlimited, irrevocable and assignable right of use for the respective contribution, which CEC MANAGERS NETWORK is entitled to utilize for any purpose. In particular, CEC MANAGERS NETWORK is entitled to keep said contribution on the forum, and on its Web site and the Web sites of its partners, or use it for marketing the forum in any other way.

Consequently, CEC MANAGERS NETWORK has a right of use over all contributions to discussion forums it operates. Duplication or the use of these contributions or their contents in other electronic or printed publications is prohibited without the express written consent of CEC MANAGERS NETWORK. Copying, downloading, dissemination, distribution and storing of the contents of CEC MANAGERS NETWORK and/or third parties, with the exception of the cache memory when searching for forum pages, is prohibited without its express consent.

9. Final Provisions

9.1 CEC MANAGERS NETWORK reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to the User. CEC MANAGERS NETWORK shall give due notice of any amendments of these GTC to the User. If the User does not object to the applicability of the revised GTC within two (2) weeks after receipt of said notice, the amended GTC shall be deemed to be accepted by the User. CEC MANAGERS NETWORK shall inform the User about the User's right to object and of the relevance of the objection deadline in said notice.

9.2 Unless otherwise stated in these GTC, the User may submit all notices to CEC MANAGERS NETWORK using the [contact form](#) provided on the CEC MANAGERS NETWORK, or by letter or fax. CEC MANAGERS NETWORK may send notices to the User by email, fax or post to the addresses given in the User's current contact data in his or her user account.

9.3 If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision. This also applies to contractual loopholes.

9.4 The place of performance under these GTC shall be CEC MANAGERS NETWORK's main place of business.

9.5 Place of jurisdiction, insofar as legally admissible, shall be the main place of business of CEC MANAGERS NETWORK.

9.6 These GTC and the contractual relationship shall be governed by Belgian Law.