

Geomove: General Conditions of Use (GCU)

Geomove is a website for committed children and young people under 26 years and all accompanying adults. Geomove enables them to promote their civic engagement, to make contact and to create communities. The present conditions govern the use of Geomove by each User. Any person registering on the website geomove.net accepts the following conditions when completing the registration form.

Geomove Users will not be asked to pay any fees.

No personal data will be sold or shared for commercial purposes by the NGO Geomoun (For more information on our Data Processing Policy, please refer to the document "General Data Protection Regulations (GDPR)" available on the Website).

Any user who has not reached the age of 13 must review these General Conditions of Use (GCU) with one of his/her parents or legal tutor ("referring adult") who must also validate his/her registration.

Any referring adult accepts this GCU on their own behalf and that of the child. Accept on their behalf and that of the child.

Article 1: Ownership and Modification of the Website

The website www.geomove.net (hereinafter "Website") and its sub-domains are administered by and are the property of the NGO Geomoun whose registered office is located at 1325 Corroy-le-Grand, Chemin de la Dîme 43 registered with the Banque Carrefour des Entreprises at number 0472.089.102 (hereinafter "Geomoun" or "ONG Geomoun").

If you have any questions, complaints and/or remarks concerning the Website, you can contact us by email at the following address: geomove@geomoun.org.

Geomoun reserves the right to modify these General Conditions of Use (hereinafter "GCU") at any time and without prior notice, in order to comply with legal obligations or to improve its service. Any adapted version of these GCU shall come into force from the first date of publication on the Website. We therefore advise you to consult the Website regularly.

The use of the Website implies that the user of the Website (including, without being exhaustive, the pure visitor of the Website, the customer, etc.) fully and irrevocably accepts the conditions and guidelines for use set out in these GCU, as well as any other legal document mentioned on the Website.

Article 2: Intellectual Property Rights

All the elements of the Website (including but not limited to the software used, source code, layout, text, logos, photographs, drawings, images, sounds, databases, names, as well as trade and domain names) are works protected by copyright and/or other rights of propriété intellectuelle, including trademark law.

All the rights of property in question, including the rights of property intellectual (copyright, trademark rights, database rights, rights to sketches and models, etc.) belong to the NGO

Geomoun or are integrated into the Website with the agreement of the owner of the rights in question.

No part of the Website itself, nor the data and information presented on the Website, may be recorded (other than those necessary to visit the Website) or reproduced, modified, translated, made public, distributed, rented or sold, transmitted to third parties or used in any way whatsoever without the prior permission of the NGO Geomoun.

Article 3: Liability

Geomoun seeks to provide information that is as correct as possible but can never guarantee the complete accuracy, completeness and relevance of the information presented on the Website and cannot therefore be held liable for it. This applies to information posted by the NGO Geomoun itself on the Website, but also to information from Users or other third parties. "Information" means everything that can be found on the Website, including text, images, sounds, data, etc., which can be found on the Website.

Geomoun disclaims any responsibility with regard to decisions that would be taken or acts that would be undertaken by the User on the basis of the Information provided by the Website, and cannot be held responsible for errors caused by the User on the basis of information provided by the Website.

Geomoun also disclaims any responsibility for any direct or indirect damage that may result from inaccuracy, incompleteness, irrelevance, omission or negligence in the production, elaboration, writing and interpretation of the information on the Website.

Geomoun disclaims any responsibility for any damage or defects, permanent or temporary, of the User's computer equipment or data during or after the use of the Website. In particular, Geomoun declines all liability for responsibility for the possible transmission of viruses and Trojan horses via its Website.

Geomoun disclaims all liability for responsibility as regards links to websites managed by third parties, or for any damage caused by visiting such websites. Geomoun has no control over these websites and cannot be held responsible for their content.

Geomoun declines all responsibility for information provided by the User or third parties.

Geomoun uses the most modern technologies as far as possible in the creation of the Website. However, Geomoun cannot be held responsible for (temporary) breakdowns, failures or possible maintenance work on - or of - the Website.

Article 4: Commitment of Geomove Users

The functionalities offered by Geomove to each User of the Website aim to contribute to the mission of creating an international network of committed children and young people. In order to respect Geomove's mission, each User agrees to: use his/her real name, provide accurate information, create a single account and use it personally, not to share his/her password, not to allow others to access his/her Geomove account and not to transfer his/her account to a third party.

Who can register with Geomove?

The network is aimed at three audiences. Only the following audiences can register on Geomove.

1. Young people who get involved : By "young people who get involved", we mean young people between 13 and 26 years old who have carried out one or more citizen initiatives*. They can create an account by entering the information requested on the Website in the registration form.
2. Children who get involved when accompanied by a referring adult with the required parental authorisation: By "children who get involved", we mean children between 6 and 13 years who have completed one or more citizen initiatives*. When registering, they are asked to add the name and email address of a referring adult, as well as the link that exists between the referring adult and the child. By "referring adult", we mean any person over the age of 18 who has parental authorisation to register the child on the Website. It is strongly recommended that each referring adult supervise the Internet activities of the child they accompany.
3. Adults who accompany children in the implementation of citizen initiatives: educators, teachers, facilitators, project managers, parents... By "adult" we mean any person over 18 years of age.

* Please refer to the Initiative Charter published on the Website for a definition of "citizen's initiative" as used on Geomove.

What content can be shared on Geomove?

In view of Geomove's objectives, vision and mission, only certain content can be published on Geomove. Any addition of projects, events or mobilisation will be analysed by the Geomove Moderator Group (Please refer to the Initiative Charter available on the website for validation criteria).

Furthermore, Geomove cannot be used to make or share content that violates these GCU and the Initiative Charter; that is illegal, misleading, discriminatory or fraudulent; that infringes or violates third party rights, including intellectual property rights.

No User may import viruses or malicious code or act in a manner that could disable, overload or prevent the proper functioning or appearance of the Website.

No data on Geomove may be collected by Users. They may not access such data by automated means (without prior authorisation), nor may they attempt to access data for which they do not have access authorisation.

Geomove reserves the right to block or delete any content that may violate these provisions.

In case of deletion of content that is in conflict with the GCU, the Initiative Charter or other regulations in force, the Geomove team will contact the User to explain the reasons for such deletion and the possibilities offered to the User to remedy the situation, unless the User has seriously or repeatedly violated the GCU ; that the published content does not engage the legal responsibility of Geomoun or that of a third party, harms the community of Users, compromises, alters the integrity or functioning of the Website; that technical restrictions do not allow it; or that legal reasons do not allow the Geomove team to do so. (Details regarding the addition, deletion and modification of content by a User are listed in the Privacy Policy available on the Website).

Each User is recommended to report any content or behaviour that they believe infringes their rights (including intellectual property rights), these GCU or other Geomove regulations.

Geomove also reserves the right to remove or limit access to any content or information if it deems it preferable to do so in order to avoid or mitigate any negative legal or regulatory effects on Geomove.

Article 5: Authorisation of Users to Geomove

In order to guarantee the proper functioning of the network, each User, by registering on the Website, grants the following authorisations to the Geomove team:

Content created and shared on Geomove

The content created, shared, added or imported on Geomove (photos, videos, sounds...) may be protected by intellectual property rights. The User retains the intellectual property rights of the content added to Geomove. However, the User grants a non-exclusive, free and worldwide licence to the NGO Geomoun to host, store, translate, represent and publicly display its content. This licence ends when the User's content is deleted from the Website's systems.

A User may himself/herself delete content added to the Website and delete his/her personal account. When the User deletes his or her content, it is no longer visible to other users. However, it may remain on our systems elsewhere, for example, where other users have used your content in accordance with the licence (until the content is deleted), where technical reasons limit immediate deletion, where legal obligations do not allow us to delete the content, or where required by the relevant authorities. The length of time the content is retained varies depending on the reasons for retention and is limited to the time necessary. Note that the licence granted by the User to the NGO Geomoun lasts until the complete deletion of the content from Geomove's systems.

Personal information

Each user of the Website authorises the NGO Geomoun to use his or her name and profile photo, as well as information concerning the actions carried out on the Website to share his or her activity with his or her network, to suggest contacts between users and other functionalities of the Website that would require such authorisation. The NGO Geomoun will not share Users' personal information with third parties, except when required for the operation of the Website.

Article 6: Confidentiality

Considering the regular evolution of the legislation in terms of confidentiality, Geomoun reserves the right to modify its Privacy Policy at any time. Consequently, Geomoun advises the User to check the Website regularly to see whether the Privacy Policy has been modified.

Article 7: Non-waiver

Geomoun's failure to implement any provision of these GCU or to take any action against a Website User's Edgard in the event of a possible breach of any of the provisions cannot be

interpreted as a waiver of a claim or right related to any provision in the context of a possible future breach by a User. Geomoun reserves the right to edit or delete any information on its Website.

Article 8: Severability

If any provision of these GCU is declared in whole or in part to be illegal, void or unenforceable under applicable law, such provision shall no longer form part of these GCU. The legality, validity and the contractual nature of the other provisions of these GCU remain unaltered.

Article 9: Competent court and applicable law

These GCU have been drawn up, must be interpreted and are governed by and in accordance with Belgian law.

The courts and tribunals competent to hear disputes relating to these GCU are those of Brussels, French-speaking chambers, unless otherwise provided by binding legal provisions.