



TERMS OF USE

We thank you for your visit to our website located at the address www.pvcycle.org, named hereafter the "Website", managed by PV CYCLE aisbl established in Belgium, 1200 Brussels, Boulevard Brand Whitlock 114, registered with the KBO/BCE under number 0893.027.827, named hereafter "PV CYCLE".

Read carefully these Terms of Use. They define the terms of the access to and the use of the Website.

At every registration (hereafter the "Registration"), you will be asked to confirm that you have read the Terms of Use and that you agree to their content as binding. Your visit to the Website and your Registration automatically imply the knowledge and the approval of these Terms of Use.

1. Definitions

Under the present Terms of Use, the following words always have the same meaning:

"Account": a personal user account created by the Website as soon as the User has registered and completed the Registration Form available on:

- (i) the subdomain registeritaly.pvcycle.org, where Italian Users can register for a membership and obtain a personal user account;
- (ii) on the subdomain printservice.pvcycle.org, where PV CYCLE's members and collection points can create a personal user account to request a quote and prints of PV CYCLE's documents directly from PV CYCLE's preferred print partner;

"Content": the free information offered on the Website, including articles, editorials and other information about PV CYCLE and its services.

"PV CYCLE": PV CYCLE AISBL established in Belgium, 1200 Brussels, Boulevard Brand Whitlock 114, registered with the KBO/BCE under number 0893.027.827

"Private Area": a common download center for members and collection points accessible after registration as a member or partner of PV CYCLE. The password and login are created and provided by PV CYCLE and changed regularly. The Private Area contains additional information that is limited to partners and members of PV CYCLE.

"Registration form": the (electronic) form by which a person or company applies for membership or partnership with PV CYCLE and registers as a User of the Website.

"Terms of Use": the terms of use settle especially the access to and the use of the Website.

"User": the company or natural person who uses the Website.

"Website": the website of PV CYCLE whose URL is the following: www.pvcycle.org.

2. Purpose of the Website

The Website is a communications medium whose purpose is to:

- promote PV CYCLE's services i.e. take-back and recycling services for discarded photovoltaic modules in the EU and EFTA countries
- provide information about PV CYCLE and its services to members, recycling partners, producers and end-customers
- provide the possibility to subscribe to PV CYCLE's newsletter
- and to allow Users to apply for membership or partnership with PV CYCLE and manage their WEEE-compliance..

3. Application and binding terms

3.1. These Terms of Use apply by each use of the Website, whether by consulting its content, registering, or receiving PV CYCLE's newsletters.

3.2. The User confirms having read the present Terms of Use and agree to the binding nature of their content.

4. Registration on the Website

4.1. If the User wishes to apply for membership or partnership with PV CYCLE, the User has to fill in the Registration Form on the Website with his personal data. This Form must be completed correctly and entirely.

4.2. Users are not allowed to use a third party's identity, proxys or temporary email addresses.

4.3. During his Registration, the User must agree to the present Terms of Use and [Privacy & Cookie Policy](#), by ticking a box provided therefore.

4.4. After completion of the Registration Form, Users will receive a Service Contract (sent by email) which they must sign and return to PV CYCLE.

After receipt of the settlement of the administration and contribution fee, and any other legally required financial WEEE contributions, Users will receive the PV CYCLE certificate, valid throughout an entire membership year and gain access to the members' and partners' Private Area and User Accounts, as applicable.

4.5. Members and collection points that have registered for an Account on printservice.pvcycle.org will receive a confirmation email after completing the Registration Form.

4.6. PV CYCLE reserves the right to agree to or to refuse the Registration. The Registration may notably be refused for the following reasons:

- The User does not communicate the data asked for the identification or communicates incomplete or wrong data;
- The User tries to register many times under different pseudonyms;
- The User uses a third party's identity;

- The User does not comply with the obligations drawn up in these Terms of Use, did not comply with them in the past or PV CYCLE can reasonably assume that he will not comply with them in the future;
- Any other reason out of which PV CYCLE can reasonably judge that the Registration may not be agreed to.

5. Access to the Website and an Account

5.1. Registration for a PV CYCLE membership is not free. A membership and contribution fee as well as any other legally required financial WEEE contributions are due as indicated on the Registration Form.

Registration for a partnership is for free.

The information available on the Website is freely accessible for Users.

At its own discretion, PV CYCLE reserves the right to warn Users, to deny temporarily or definitely the access to their Account or to refuse temporarily or definitely the access to the Website by means of an IP-ban.

The denial may notably but not exclusively happen for the following reasons:

- The User registered incompletely or incorrectly or filled-in the Registration Form incompletely or incorrectly ;
- The User communicated his identification data to a third party;
- The User uses a third party's identification data;
- The User tries to use its Account to cause damages of any kind or for a wrong purpose;
- The User does not comply with the obligations drawn up in these Terms of Use, did not comply with them in the past or PV CYCLE can reasonably assume that he will not comply with them in the future;
- Any other reason out of which PV CYCLE can reasonably judge that the access must be denied.

PV CYCLE reserves the right to close the Account unilaterally, immediately, definitely and without previous notice or to deny access to the Website to each User who does not respect the present Terms of Use.

6. Liability limitations

6.1. PV CYCLE pays close attention and care to the Content of the Website. This Content is however prone to amendments, can always be removed and is made available to the User without any explicit or implicit guarantees regarding its correctness. PV CYCLE is neither liable for the damages caused by the use of the Content of its Website, regardless of the fact that it seems accurate or not, nor for the damages caused by the use or circulation of this Content.

6.2. PV CYCLE makes every effort in order to provide access to its Website 24 hours a day, 7 days a week. Regarding the technical features of smartphones, computers and the internet, and the necessity of periodic maintenance, update and upgrade, PV CYCLE cannot guarantee an uninterrupted access to

its Website. PV CYCLE will make every effort to remedy the reasonable cases of discontinuance or suspension of the access as soon as possible.

Such discontinuance or suspension can be caused by technical problems such as but not limited to a server crash or an error, bug or virus causing problems with the Website. They are specific to the providing of this kind of services and will not be assimilated to failure in regard of PV CYCLE. They will lead in no way to penalty or compensation as regards PV CYCLE.

6.3. The websites of third parties to which the Website occasionally refers are not managed, hosted or maintained by PV CYCLE. PV CYCLE is not liable for the content of these sites, for the links referring to them or for the amendments and updates made on them.

PV CYCLE pays closest attention and care to the presence of links to the websites of third parties on the Website as well as to the publication newsletters and timely sending of the emails. However, PV CYCLE cannot guarantee that these links are always functional. PV CYCLE cannot guarantee that the emails sent to the User will be well received, timely or legible. By normal and reasonable discontinuance of the working of these links or of the circulation of the emails, PV CYCLE makes every effort in order to remedy it as soon as possible. In any case, PV CYCLE cannot be held to any penalty or compensation whatsoever.

7. Fair and safe use of the Website

By Registration and use of the Website, the User undertakes to:

- Use the Website in accordance with these Terms of Use and [Privacy & Cookie Policy](#);
- Behave as a responsible and careful user;
- Not act in any way that could harm PV CYCLE;
- Not be registered on the Website under different User's names;
- Give information as User that is accurate, up-to-date and complete;
- Not use the identity of a third party or entity or use a fake personal or company name;
- Not use a user's name / password that does not belong to him;
- Make sure as far as possible to keep his user's name / password / code secret and make sure that they are not used by third parties;
- Immediately notify PV CYCLE in case of any abuse of his user's name / password / code;
- Notify immediately PV CYCLE in case of any breach, even if only potential, of the security of their Account or third parties' rights;
- Not infringe, copy, spread, sell, give to third parties or use the security measures established by the Website;
- Never disturb the access or working of the computer structure of the Website;
- Protect in an adequate way his data's, software, computer processing or telecom against viruses and other similar risks, including computer hacking.

The User will safeguard and hold harmless PV CYCLE from any claim of the authorities or third parties against PV CYCLE related to any kind of breach of these Terms of Use by the User and will compensate PV CYCLE in full for any damage which it would suffer accordingly.

8. Intellectual property

PV CYCLE is and always will be the sole owner or licensee of all the intellectual property rights related to the Website and to its services. The User undertakes to not copy, sell or use in any way or any shape,

entirely or partially, the protected elements making up the Website or its services. These elements include notably trademarks, texts and articles, software, source codes, databases, forms, domain names, corporate names, product names, logos, graphic elements and illustrations, graphs, music's, color combinations, slogans, lay- outs, settlement sheets and any other element of the Website or of the services that is prone to protection.

PV CYCLE requires permission for the use of links to our home page or individual pages within its website. To request permission, contact media@pvcycle.org

PV CYCLE approves selective media files (see Media/Downloads) for public use. As long as integrity is maintained and PV CYCLE copyright duly indicated, no further permission is required. For more information on how to use PV CYCLE media files, contact media@pvcycle.org

9. General provisions

Changes

If these Terms of Use would be amended, the amended version will be available on the Website and will be applicable from the User's first visit following this modification. As from this visit, the User will be presumed to have read the modifications and to agree to them. For this reason, it is important to check the day of the last update at the top of the present Terms of Use at every new visit.

Applicable law and jurisdiction clause

These Terms of Use are managed, interpreted and executed in accordance with the laws of Belgium that is the only law applicable to litigation.

The courts of Brussels are exclusively competent for all disputes arising between parties in connection with the interpretation or execution of the present Terms of Use.

Contact

For all further information or any suggestion regarding these Terms of Use, please contact us at the address: PV CYCLE aisbl, Boulevard Brand Whitlock 114, 1200 Brussels, Belgium or by info@pvcycle.org.

Any complaint or objection must be sent by registered mail to the address mentioned above.

Any communication made by PV CYCLE to the User will be made through the Website or sent to the User's email address.