



Article 1 : Definition

- 1.1 “Platform”: means the PoPMuSiC v3.0 web server developed by 3BIO department of Université Libre de Bruxelles, including software and improvements thereof.

Article 2 : Platform availability, usage, technical errors and malfunctions

- 2.1 The Platform is available solely for a non-commercial use.
- 2.2 Access to this platform does not provide any rights, including license rights, neither directly nor indirectly to the Platform. The Platform is protected by copyrights.
- 2.3 3BIO accepts no responsibility with regard to availability, access or security problems (including, but not limited to, failure of performance, computer virus, communication line failure, alteration of content, etc.) encountered as a result of using the Platform.
- 2.4 3BIO will take no liability concerning the use of this Platform and the use of the results obtained thereof.
- 2.5 3BIO reserves the right to modify, limit or discontinue - in full or in part and without prior notice - the services and Information available on the Platform at any time, to restrict access to the Platform and to deny, in accordance with provision 3.5, any User’s access to the Platform or any part thereof.
- 2.6 3BIO aims at minimizing technical errors and malfunctions. Some data or other parts of the Platform may have been created or structured in files or formats that are not error-free. 3BIO cannot guarantee that the underlying files and the formats used are error-free and will not cause the User’s systems to malfunction.
- 2.7 3BIO cannot guarantee that the Platform will always be available. Whilst 3BIO is committed to ensuring that the availability of the Platform will be essentially uninterrupted and that transmissions will be error free, this cannot be guaranteed. Access to the Platform and its services may also occasionally be suspended, restricted or impeded to permit repairs, maintenance or the introduction of new services or facilities.

Article 3 : User obligations, registration

- 3.1 Users of the Platform must comply with all applicable laws and regulations. They must refrain from violating or attempting to violate 3BIO’s network security, and, in particular, from uploading or attaching virus-containing or corrupted files or any software or programs that might put in jeopardy the security of another User or the security of the Platform. Users must furthermore refrain from restricting, or attempting to restrict in any way access to or use of the Platform by other Users (for example by generating, whether manually or in an automated fashion, unusually high numbers of service accesses).
- 3.2 The Platform is not intended to be a source for bulk downloads of data. Users who wish to download large amounts of data should contact 3BIO administrator.
- 3.3 Some of the services available on this Platform may require prior registration. Users must provide correct and complete information when registering, and update it if necessary. They must not misuse any access authorization granted to them (for example by transferring data to any third persons). By registering, Users agree to being contacted by 3BIO.
- 3.4 Registered Users are responsible for maintaining the confidentiality of their account and password to prevent unauthorized access to that account. Users must take all necessary steps to keep their password secure and must inform 3BIO without delay if it is being or could be used without authorization.
- 3.5 In the event of any violation of the above User obligations, 3BIO is entitled to revoke the User’s access rights without prior notice.

Article 4 : Security

- 4.1** For some parts of the Platform, 3BIO offers data security by means of secure socket layer (SSL) technology. A number of services may be accessed by authorized Users by way of a self-defined username and password.
- 4.2** However, 3BIO cannot guarantee that data transmitted is absolutely secure at all times from attack by third parties, nor can it guarantee the absolute security of the data transmission process.
- 4.3** 3BIO will take no liability related to security breach or confidentiality leakage.

Article 5 : Privacy Protection - Information collected and confidentiality

- 5.1** 3BIO attaches the highest importance to protecting the privacy of Users of its site. Although the majority of the information available on or via the Platform does not require the User to provide any personal data, it is possible that Users will be asked to enter personal information for specific services. In this case, the data will be processed in accordance with the law of 8th December 1992 on privacy protection in relation to the processing of personal data as amended by law of 11 December 1998 transposing directive 95/46/CE of 24 October 1995 of the European Parliament and the Council relating to the protection of individuals in connection with processing data of a personal nature and to the unrestricted circulation of this data. In this respect 3BIO provides the following guarantees:
 - (i)** Personal data cannot be recorded or processed except for the purpose of responding to a request for information submitted by the User.
 - (ii)** Personal data and any information relating to the User that allow to be aware of the research done by the User will not be communicated to third parties or used for any commercial purposes.
 - (iii)** User has the right to refer to his own personal data, to check the accuracy of the data and to have any errors corrected.
 - (iv)** 3BIO shall take the best possible safety measures to prevent third parties from abusing User personal data.
- 5.2** When User visits 3BIO Platform on an anonymous basis (i.e. without any prior registration procedure or without any subsequent transfer of data), certain information about his visit can be collected. This data is obtained from the use of cookies and logging.
- 5.3** Cookies are small information files which are automatically recorded onto the hard disk of User computer when he visits a site, and which have a unique identification number. These cookies can simplify access to the site as well as navigation, and increase the speed and efficiency of using sites. They can also be used to customize the site to suit your personal preferences. Cookies also allow 3BIO to analyze the use of a site in order to identify and eliminate any problems.
- 5.4** The configuration of most navigators allows User to accept or refuse cookies, and informs him each time a cookie is used. Users are free to refuse these cookies, although this may be detrimental to optimum navigation and the functionality of the services on the site. Please consult the aid function on your navigator if you require further information.
- 5.5** 3BIO automatically collects and temporarily stores the following type of information about User visit:
 - (i)** Internet address and domain from which User visited 3BIO Web site.
 - (ii)** Information about the operating system and browser used.
 - (iii)** Date and time of the visit.
 - (iv)** Pages visited.
 - (v)** Internet address of the Web site that connected User to 3BIO Web site.
 - (vi)** Request performed.
 - (vii)** Files uploaded or downloaded.

5.6 This information is used to measure the number of visitors to the various sections of the Platform and the number of request executed from our site in order to improve organization, coverage, system performance or solve problem areas.

Article 6 : Monitoring

6.1 For site security purposes and to ensure that this service remains available to all Users, 3BIO may use software programs to monitor traffic to identify unauthorized attempts to upload, download or change information, or otherwise cause damage.