

Terms and Conditions ERNOP Individual membership categories

Last updated: November 29, 2022

Please read these terms and conditions carefully before using the Service.

1. Scope and use of the subscription

By making a first payment, the individual becomes a member of the European Research Network On Philanthropy (“the Association”). The subscription grants the (associated) member (being the legal entity that has taken out the subscription) the right to use ERNOP’s Member Portal (“the Service”), benefits as listed in the membership and ERNOP Statutes. The subscription may not be used by other people or organizations.

2. Acceptance of the subscription

The subscription terms for the Services are accepted by the member by payment of the membership. The payment and with these terms and conditions will be the “Agreement”.

3. Member account

When you create an account at the Association, you must provide us with information that is accurate, complete and correct at all times. When you fail to do so the account may be terminated by us without further notice.

You are responsible for safeguarding the password you use to access the account and any other service that requires the password that is connected to your account.

You agree that you do not disclose your account information and password to any other third party. We may terminate your account effective immediately upon becoming aware that you breach this condition or any other unauthorized use of your account.

4. Duration and termination of the subscription

The annual subscription runs from the date the member starts the the subscription until the end of one day before that day one year later. After that period, the subscription will automatically renew unless terminated by the member. The minimum subscription period is one year.

The annual subscription may be terminated by email to info@ernop.eu one month before the expiry of the subscription. The agreement cannot be terminated for a period of subscription already initiated and the member will not be entitled to a refund for that subscription period.

5. Price and payment terms

The charges are determined by the ERNOP General Assembly and listed in ERNOP Statutes. No price increases will be introduced for the Services ordered at the time of commencement of the subscription other than those due to increases agreed upon within the ERNOP General Assembly.

6. Maintenance of the System

Queue-it is entitled to make operational changes to the Member Portal for improvements or otherwise (for example by developing or updating software) without giving the Customer prior notice. In some circumstances, it may be necessary to suspend access to the Services, usually between 9pm and 6am CET. No notice of such a suspension will be given to the Customer in advance. ERNOP will not be responsible for any consequences of such a suspension.

7. Liability of the Association

No warranty is given that the Services are free from infection from viruses etc., and ERNOP shall have no liability if this is not the case. To the extent permitted by law, ERNOP disclaims all warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.

8. 'As is' and 'As Available' disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Association, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Association provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Association nor any of the Association's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv)

that the Service, its servers, the content, or e-mails sent from or on behalf of the Association are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

9. Data Processing Agreement, privacy policy and Confidentiality

ERNOP will comply with GDPR as part of the Agreement.

ERNOP is bound by secrecy in respect of any information received about the Customer and will not disclose such information to any third party except where it is required to do so by any court or regulatory authority and then only to the extent necessary.

10. Marketing

ERNOP shall be entitled to refer to the Members and the Services provided in its marketing, including a brief description of such services.

11. System changes and feature updates

ERNOP informs its users on the website platform about system changes, feature updates, and other technical news by e-mail. Therefore, all registered users on the ERNOP Member Portal platform accept that they are added to the technical newsletter mailing list.

12. Entire Agreement

These Terms together with the payment contain the entire agreement between the Parties and supersede all previous correspondence or communications whether written or oral. ERNOP may amend these Terms as required from time to time provided that ERNOP will give Members no less than 20 days' written notice of such amendments and all such amendments will apply to the next renewal of the subscription.

13. Disputes

These Terms shall be governed by and construed in accordance with the laws of the Netherlands and the Dutch Courts shall have exclusive jurisdiction to determine any dispute concerning these Terms or the subject matter of these Terms.

13. Contact

If you have any questions, You can contact us By email: info@ernop.eu