

## GENERAL CONDITIONS OF USE OF THE “ECHO” WEBSITE

### 1. Introduction

1. The non-profit-making association “Agence luxembourgeoise d'action Culturelle” (Luxembourg Agency for Cultural Action) operates the website entitled “ECHO”, an event communication platform created in September 2021 on the initiative of the Ministry of Culture and entirely dedicated to the events calendar in the Grand Duchy of Luxembourg.
2. The Site, as defined below, constitutes a free and interactive public database intended to list all events taking place in Luxembourg.
3. Access to and/or use of the Site shall imply acceptance of and compliance with all the following provisions. In the event of disagreement with these general terms of use, the User, as defined below, is requested no longer to access the Site and no longer to use the Services, as defined below.

### 2. Definitions

Unless otherwise expressly stated, the following terms are defined in these General Conditions of Use (the “GCU”), whether used in the singular or plural:

“ALAC” or “we”:

the non-profit-making association “Agence luxembourgeoise d'action Culturelle”, established with its registered office at Cercle Cité, Place d'Armes, L-2012 Luxembourg, registered in the Luxembourg Trade and Companies Register under number F744.

“GCU”:

the General Conditions of Use of the Site appearing on the Site and deemed accepted by the Users of the Site.

“Content”:

all texts, graphics, visual interfaces, photographs, logos, sounds, trademarks, music, illustrations, computer codes of the Site and information contained in the Site database(s), with the exception of the Event Data.

“Event Data”:

all data relating to an event referenced on the Site as listed in Article 4.2.1.1.(i) of the GCU.

“Input Interface”:

the input interface described in Article 4.2.1. of the GCU allowing Users to request the publication of Events on the Site.

“Site”:

the event communication platform relating to the Luxembourg event calendar, accessible at the following web addresses [www.echo.lu](http://www.echo.lu), [www.event.lu](http://www.event.lu), [www.events.lu](http://www.events.lu), [www.eventsinluxembourg.lu](http://www.eventsinluxembourg.lu) and [www.eventsinluxembourg.com](http://www.eventsinluxembourg.com).

“Services”:

the services provided by the Site as described in Article 4 of the GCU.

“Territory”:

the Grand-Duchy of Luxembourg.

“Event Data Transfer”:

the export of Event Data as described in Article 4.3. of the GCU.

“User” or “you”:

any natural person or legal entity who or which accesses or browses the Site, by any means whatsoever, or who or which uses the Services provided by the Site.

### 3. Object

The GCU shall govern the access to and use of the Site and Services and shall apply to all Users.

Access to the Site and/or its use shall be subject to consultation, prior acceptance and full compliance with these GCU. The GCU shall apply to Users from the moment they connect to the Site until the end of their browsing.

The ALAC reserves the right, at any time and without prior notice, to amend all or part of these GCU. The applicable GCU shall be those in force at the time of the User's browsing of the Site.

### 4. Services

The Services provided by the ALAC on the Site as described below shall be:

1. informing the public about the events calendar in the Territory (point 4.1 below);
2. the provision of tools enabling Users to contribute online to the events calendar in the Territory and to disseminate it (points 4.2 and 4.3 below).
3. **4.1 Information on the Territory's events calendar**

The Site shall inform Users of the Territory's events calendar, in particular by means of searches by date, location, event categories or by category of target audience.

#### 4. 4.2 Adding events to the Site

The Territory's events calendar shall be fed by Users in two ways: the Input Interface and the import of Events Data.

- **4.2.1 Adding events via the Input Interface**

The Input Interface entitled “+ Experience” shall enable Users to enter events in the Site's events calendar under the conditions described below.

1. Request to add an event

The User must:

- (i) provide the following obligatory information about the event they wish to add: event name, event category, event location and times, target audience, event language, event format, event description, event price and seat availability.

Optional information may also be added such as the description of the event, contact details for the event (telephone number, email address, URL address), the name of the event organiser, how to buy tickets for the event, any publicity files for the event (images, logos, videos, flyers, and so on).

- (ii) enter their email address;
- (iii) accept the GCU by ticking the relevant box;
- (iv) submit their request to add an event by clicking on the “Send publication request”

2. Verification by the ALAC of the compliance of the request to add an event with the GCU

▪ 4.2.1.2.1

By clicking on “Send publication request”, the User shall confirm their request and the Site shall proceed as soon as possible to verify the completeness of the information provided by the User as listed in Article 4.2.1.1.(i) as well as to verify the compliance of the information and the event with the GCU.

▪ 4.2.1.2.2

Subject to the compliance of the information transmitted by the User and that of the event with the GCU, the event shall be added to the events calendar available on the Site as well as on the media supports of the Site's partners.

▪ 4.2.1.2.3

After verification by the ALAC, an email shall be sent to the User confirming the publication on the Site of the requested event and containing a link to the event published on the Site.

3. Case of non-compliance with the GCU

If all the information listed in Article 4.2.1.1.(i) above is not provided by the User in the request to add an event and/or if the information provided and/or the event does not comply with the GCU, the ALAC shall inform the User at the email address provided. The User shall have the option to complete and/or update the event request in accordance with the GCU, under the control of the ALAC.

▪ **4.2.2 Adding events via the import of Event Data**

1. 4.2.2.1

When the User is connected to the Site with their email address, the Site can authorise them to use the import API enabling import on the Site of the Event Data, in part or in totality, from a third party database.

2. 4.2.2.2

The User who imports Event Data onto the Site via their email address shall be identified as the author of the imported event(s).

3. 4.2.2.3

The ALAC reserves the right to check whether all the information listed in Article 4.2.1.1.(i) above relating to the said event is completed and complies with the GCU and to apply the procedure set out above in the event of non-compliance.

**5. 4.3 Event Data Transfer**

▪ 4.3.1

The User connected to the Site with their email address may use the Event Data posted on the Site on a third party site by means of export widgets which reproduce an HTML code and allow the Event Data to be exported, in part or in full, to a third party site.

▪ 4.3.2

Upon prior authorisation from the Site, the Transfer of Event Data shall be restricted to events chosen by the User.

▪ 4.3.3

The ALAC reserves the right to charge a fee for the export of Event Data to third party commercial sites.

**5. Access to the Site**

The Site shall be accessible free of charge to any User with Internet access. All costs relating to access to the Site, whether hardware, software or Internet access costs, shall be borne exclusively by the User who shall be solely responsible for the proper functioning of their computer equipment and their Internet access.

It shall be forbidden to undermine or attempt to undermine the security of the Site and its Users' data, to hack the Site and its Users' data in any way whatsoever, in particular by means of computer viruses, overloading, "flooding", "mailbombing" or "crashing",

to carry out actions which might represent an unreasonable or disproportionate strain on the Site's infrastructure or to use data-mining systems (except for applicable legal exceptions), robots or any other similar method for collecting and exploiting data. Reverse engineering or decompilation of the pages of the Site shall also be prohibited.

## **6. Use of the Site**

1. The User shall not be authorised to and shall be prohibited, by any means and for any purpose whatsoever:
  - (i) from using the Site or Services in a manner contrary to good morals, likely to shock or offend the sensibilities of certain categories of people. The use of names, words, advertisements, publications or references which are false or of a racist, discriminatory, offensive, ethnic, religious, political, sexual or pornographic nature, as well as names, words, advertisements, publications or references which refer to substances prohibited by Luxembourg law or which infringe copyright or any other intellectual property rights or image rights, shall be prohibited;
  - (ii) from using the Site or its contents for any purpose which is unlawful or prohibited by these GCU, or from encouraging any illegal or other activity which infringes the rights of the ALAC or any third party
  - (iii) from browsing and using the Site for any purpose other than to view the Territory's events calendar and/or contribute to it by inserting events or promoting participation in the events listed therein by exporting the Event Data to a third party site.
2. The User declares that they are solely responsible to the ALAC for any unlawful, fraudulent or abusive use of their email address by a third party and undertakes to indemnify and hold the ALAC free of claim for any resulting damage.
3. The User undertakes to use the Site and the Services in a fair and non-deceptive manner regarding the ALAC, third parties and other Users.
4. The ALAC shall be entitled, partially or totally, temporarily or permanently, to suspend or terminate the access to the Site of Users who do not comply with these GCU.

## **7. Newsletter**

The User may voluntarily subscribe to the Site's newsletter in order to be regularly informed of the Site's news.

## **8. Intellectual property**

1. The entire Site, including its structure, tree structure, graphics, object or source codes and its Content shall be protected by intellectual property rights, in particular by copyright and trademark law.
2. With the exception of the Event Data, the ALAC shall be the author and owner of the Site and its Content, or at least shall have the rights to use the Content.

3. The ALAC reserves all rights to the Site and its Content. Access to and use of the Site shall not be construed as a transfer or licence of our rights. Accordingly, you may not reproduce or publicly display, modify, extract or decompile all or any part of the Site, including but not limited to its structure, tree structure, graphics, object or source codes and all or any part of its Content, without our express prior consent.

Any failure to comply with the above shall constitute an infringement punishable by the legislation in force and shall be likely to engage your liability.

## **9. Hypertext links**

The Site may contain hypertext links or references to other websites, including social networks, belonging to third parties. We do not accept any responsibility for the content of such websites, or for any content you choose to transmit to such third party sites via the Site.

Any hypertext link to the Site shall require the express prior consent of the ALAC.

## **10. Site security**

The ALAC shall use reasonable efforts to ensure quality access to the Site and the security of the data you transmit to us via the Site, but shall assume no obligation of result in this regard. The ALAC shall not guarantee the continuous operation of the Site, which may be interrupted for maintenance purposes.

The ALAC cannot be held liable for any other malfunction or failure of the network or servers or any other technical malfunction beyond its reasonable control which would prevent or impair access to all or part of the Site, as well as in the event of force majeure as defined by the applicable regulations.

We draw your attention in particular to the limitations and constraints of the Internet and the impossibility of guaranteeing the total security of data exchanges. It shall be your responsibility to take all necessary measures to protect yourself against unauthorised intrusion. The quality of the operation of the Site and in particular the response times may vary according to the personal parameters of your Internet access service. We shall not assume any liability in this respect. Consequently, we cannot be held liable, either directly or indirectly, for any malfunctioning of the Site caused by one or more of the technical characteristics inherent in the Internet network, or the computer hardware or software used by you, for any reason whatsoever.

The ALAC shall not guarantee that files and data downloadable or viewable from the Site shall be free of viruses or other malicious programs or features.

The ALAC reserves the right, without notice and at any time, to modify, suspend or terminate the operation of or access to all or any part of the Site for any reason, including, without limitation, periodic maintenance, error correction or modifications.

## **11. Event Data**

1. Users shall acknowledge that the Event Data available on the Site is for information purposes only and is published without any control by the ALAC as to its existence, accuracy or currency.

2. Users shall be entirely responsible for the content of the Event Data they include in the Site's event calendar and/or transmit to the ALAC. The consequences of their disclosure on the Site and/or their retransmission to third parties shall be the sole responsibility of the Users.
3. Users shall be obliged to transmit the information listed in Article 4.2.1.1.(i) which:
  - (i) are accurate and up-to-date,
  - (ii) do not violate the GCU,
  - (iii) do not contain any defamatory or insulting allegations or allegations which may offend the sensibilities of certain categories of persons,
  - (iv) are not unlawful, or contrary to the principle of fairness, decency, human dignity, public order and good morals.
4. The User who adds an event on the Site agrees to hold all intellectual property rights (or authorisations relating thereto), and particularly the right to use, reproduce and disseminate, relating to all Event Data allowing them to authorise the ALAC to make the Event Data available to the public on the Site, as well as to transfer them for publication on partner and third party websites. As such, the User grants the ALAC, free of charge and without limitation, the right to communicate to the public, reproduce and distribute the Event Data within the limits of the GCU, regardless of the language. The User agrees to indemnify and hold the ALAC free of claim for any and all consequences of a claim by a third party that the dissemination of the Event Data by the ALAC infringes its rights.
5. The User shall represent and guarantee that any personal data contained in the Event Data may be disseminated by the ALAC on the Site, partner sites and third party sites. The User agrees to indemnify and hold the ALAC free of claim for any and all consequences of a claim by a third party which the dissemination of their personal data contained in the Event Data by the ALAC infringes their rights.
6. The ALAC's review of the Event Data as described in sections 4.2.1.2. and 4.2.2.3. above shall be limited to the completeness of the required information listed in section 4.2.1.1.(i) above and its compliance with the GCU.
7. The ALAC reserves the right to remove all or part of the Event Data and events from the Site which contravene the GCU.

The User undertakes to bear any final financial penalty which may be imposed on the ALAC as a result of their use of the Site in breach of these GCU, and more particularly of this Article 10. This undertaking shall also apply in the event of a settlement agreement signed between the ALAC and the third party having incurred its liability.

## **12. Personal data**

The ALAC shall process the personal data of Site Users in the manner and for the purposes described in its Privacy Policy.

## **13. Limitation of liability**

1. The ALAC shall not exercise any moderation or verification of the Event Data and the content of the descriptive sheets relating to the events put online by the Users of the Services offered by the Site other than the verification of the completeness of the information provided by the User as listed in Article 4.2.2.

above, as well as the verification of the compliance of these and of the event with the GCU.

2. The ALAC cannot be held liable for the content of the Event Data posted by Users on the Site, and shall give no guarantee, either express or implied, in this respect.

The ALAC shall allow any User of the Site to notify it by email (info@echo.lu) of any content which they believe infringes current laws and regulations, the purpose of the Site or the rights of a third party (such as intellectual property rights for example).

Upon receipt of the elements transmitted by the User, the ALAC shall read them in order to verify the manifestly unlawful nature of the content. To this end, the ALAC reserves the right to request additional information and/or documents before proceeding, if necessary, with the removal of the Event Data in question.

The ALAC shall remove the Event Data if its content is indeed found to be manifestly unlawful. Where appropriate, and in accordance with applicable law, the ALAC shall promptly inform and cooperate with the relevant public authorities when such content is reported to it.

The User shall be exclusively responsible for the use of the Site and shall not hold the ALAC liable for any direct or indirect damage, of whatsoever nature, resulting from accessing, browsing, using the Site or using the Services offered by the Site and the data published therein.

3. The ALAC disclaims all liability to Users and third parties for acts, omissions or conduct of Users or third parties which do not comply with the Site's GCU.
4. The ALAC shall not be liable for loss or damage caused to Users or third parties in case of misappropriation by an unauthorised person of information, data from the Site or a User's email address.
5. The ALAC's liability shall be further excluded if the non-fulfilment of its obligations or of the obligations resulting from these GCU is due to force majeure.
6. The ALAC's liability to a User shall in any event be limited to fraud or gross negligence on the part of the ALAC and to lump sum compensation covering all direct loss or damage suffered by the User as a result thereof, up to a maximum amount of EUR 1,000, subject to any lower amount which corresponds to the actual direct damages suffered by the User.

#### **14. General provisions**

1. The ALAC reserves the right to subcontract the service of checking the compliance of Users' requests with the GCU.
2. If any provision of these GCU is held to be invalid, void or unenforceable for any reason, such provision shall be deemed severable and shall not affect the validity of the remaining provisions.
3. The ALAC's failure at any time to insist upon or enforce strict observance of any provision of the GCU or to exercise any right under the GCU shall not be deemed or construed to be a waiver of any such right or provision.



01.09.2021

These GCU shall be subject to Luxembourg law.

4. Any dispute relating to the validity, acceptance, performance and interpretation of these GCU, as well as any dispute relating to the use of the Site, shall be subject to the exclusive jurisdiction of the Courts of Luxembourg-City.