

Vdotrip.com is a product of Bicode [NE 0478.465.762] - Vieille Voie 15 4670 Blégny - Belgium

This part of the website reminds you of our legal conditions.
They are related to the following:

1. the purchase of video guides
2. the submission of videos
3. the use of videos
4. the general sales conditions of goods and services (use of the newsletter, banners, editorial publications, sponsorship of video guides)

Take these conditions into consideration, feel free to download them, if necessary, and do not hesitate to contact us for any further information.

GENERAL CONDITIONS

1) General sales conditions

Article 1.

Any order, even if it has been made verbally, implies the full acceptance of the general conditions.

Article 2.

All our invoices have to be paid cash unless otherwise provided.

Article 3.

All performances and/or deliveries, unless otherwise stipulated in writing, have to be paid before the removal. The delay in delivery shall by no means give rise to the cancellation of the order.

Article 4.

All complaints have to be sent by registered letter within two weeks after the performance and/or delivery, under the penalty of foreclosure.

Article 5.

If the invoices have not been paid on the date of payment, the principal amount will be increased by a flat-rate compensation of 15%, starting with a minimum amount of 50 €.

Article 6.

Invoices which have not been paid on the date of payment, will be increased, without prior notice, by an interest of 12% per year, starting from the date of payment of the invoice.

Article 7.

The goods will remain our property until their prices will have been paid integrally; the risks, however, will be transferred to the buyer as soon as he will have made the order.

Article 8.

When the buyer's credit is deteriorating, we reserve the right to, even after the partial execution of the contract, claim from the buyer the guarantees that we consider as appropriate and necessary for the proper implementation of the commitments.

Article 9.

In case of disputes, only the courts of the judicial district of Liege or Verviers are competent.

2) Submit of audiovisual support

Article 1.

These general sales conditions are intended to define the relationship between VDOTRIP and the users-submitters of videos on the website.

The user acknowledges to have taken note of these user conditions and declares to accept them without reserve.

Article 2.

These general conditions take effect as soon as the user submits a video on the website of VDOTRIP. These general conditions need not to be signed by one party or the other.

These general conditions are concluded for an indefinite period and can be terminated by VDOTRIP at any time.

Article 3.

The user will still be charged for all the costs for the access to Internet and for the communication required to have access to and to use the site, for downloads or uploads, as well as for all costs related to the making of the videos.

Article 4.

The user-submitter uploading one of his videos on the website of VDOTRIP, authorizes VDOTRIP to use these videos in the largest and most complete possible way. The user-submitter allows VDOTRIP to entirely or partially transfer the right to third parties, in any form whatsoever, under type of license or contract for a definite or an indefinite period, to use the videos in the largest possible way, just like the user-submitter has allowed this to VDOTRIP.

Basically, VDOTRIP will make these videos available to be viewed by all users of the website who will be authorized to do so, according to conditions which only VDOTRIP has the right to define.

VDOTRIP reserves the right to suspend or stop the spreading of videos, without having to notify the user-submitter.

VDOTRIP also reserves the right to transform the video at his own discretion. The user-submitter also allows VDOTRIP to entirely or partially transfer the right to third parties, in any form whatsoever, under type of license or contract for a definite or an indefinite period, to technically modify the video's format for its online installation.

VDOTRIP is not held to mention the identity of the user-submitter, whether the latter is the author of the video or not.

VDOTRIP shall by no means ensure saving operations for the videos of the users-submitters hosted on its servers, and can by no means be held responsible for the loss of these videos.

Article 5.

The user-submitter can submit his video mainly for free.

Nevertheless, VDOTRIP reserves the right to ask a remuneration in consideration of the qualitative and/or quantitative nature of the viewing of the video.

The remuneration for the video will be settled by separate agreements.

Article 6.

With regard to the videos the user-submitter uploads, he binds himself:

- not to defame, abuse, harass, stalk or threaten anyone, nor to infringe the intellectual rights, author rights, privacy rights, nor any right whatsoever of anyone else;
- not to promote racial hate or paedophilia;
- not to upload other contents than video files;
- not to infringe the intellectual rights on a creation or work without the authorization of their owners;

Article 7.

VDOTRIP reserves the right to refuse a submitted video or not to publish it on its website, without being held to notify its user-submitter, for any reason whatsoever, and without being held to justify its decision, for any reason whatsoever.

Article 8.

VDOTRIP reserves the right to modify at any time these general user conditions or the rules concerning the use of this service. The user-submitter is held to regularly consult these general user conditions. Technical modifications can be executed without notice. VDOTRIP reserves the right to definitively stop the offered service, immediately and without any counterpart whatsoever.

Article 9.

In case of non-compliance with these general user conditions by the user-submitter, VDOTRIP reserves the right to legally suspend, without any notice or warning, the access for the user-submitter, or even to banish him, without any indemnity or counterpart whatsoever.

Article 10.

VDOTRIP can not be held responsible for the contents of the videos which are available on the website. The user-submitter indemnifies VDOTRIP from any judicial action that would be instituted against it.

The user-submitter especially binds himself to settle the dispute directly with the author of the claim, to pay all the sums that the latter would claim from VDOTRIP and, if necessary, to deliberately intervene in all instances instituted against VDOTRIP.

The user-submitter is the only person responsible for the data, information or files sent on VDOTRIP.

Article 11.

VDOTRIP could not be held responsible for any problem whatsoever with the spreading of videos or, more generally, for any disturbances to the Internet network or to its servers, affecting the use of the service and especially the viewing of the videos. VDOTRIP can by no means be held responsible for indirect damage and can not be held to compensate indirect damage such as financial or commercial prejudice, the loss of clients or shares, commercial disturbances whatsoever, the raise of costs and other general costs, the loss of benefice, the loss of brand image or the loss of videos.

Each party binds herself not to reveal to third parties any information which she would have received from the other party, or any information which she would have gained by the execution of these general conditions.

Article 12.

Only Belgian law is applicable.

Only the courts of the district of Verviers in Belgium are competent.

PRIVACY AND PERSONAL DATA

a. Personal data collected by VDOTRIP

1. When the user visits its website, VDOTRIP reserves the right to collect and keep the following data which could be considered as personal data:
 - the e-mail address (electronic mail) of the user (when the latter sends a message or asks a question from this website or, more generally, when he communicates with VDOTRIP by electronic mail);
 - all the information concerning the pages the user has consulted while visiting this website;
 - all the information concerning the pages of other websites the user has consulted in order to have access to this website;
 - all the information the user deliberately communicates to VDOTRIP.
2. When the user visits its website, VDOTRIP has to right to place cookies in his system. These data allow us to make our website even more compatible with the wishes and preferences of its visitors. Most of the Internet browsers allow you to delete the cookies from your hard disk, to refuse the cookies or to be warned before any installation of cookies. Consult the instructions or the Help function on your Internet browser for extra information.
3. When VDOTRIP receives data on or sends data from its website, VDOTRIP reserves the right to use the encryption technologies recognized as being the industrial standard technologies within the ICT sector.
4. VDOTRIP fully complies with the Belgian Law of December 8th 1992 on privacy protection in relation to the processing of personal data, as modified by the law of December 11th 1998 implementing Directive 95/46/CE of October 24th 1995 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, which implementation has been completed by the Royal Decree of February 13th 2001, executing the Belgian Law of December 8th 1992.

b. Purpose of the data processing by VDOTRIP

Unless otherwise requested by the user, the personal data collected and kept by VDOTRIP (which is responsible for the processing and which can transfer the processing to subcontractors), can be communicated to third parties for commercial purposes.

The personal data are processed by VDOTRIP in order to contact and inform the users concerning its actions, to improve its website, to inform the users about the update of this website, to communicate information about its products to the user, to collect the information requests and suggestions, for statistic and direct marketing purposes and for any other administrative or commercial purpose.

If other purposes than those mentioned above, are taken into consideration by VDOTRIP, the user will be informed about this, as far as it is possible, before the personal data will be processed in the frame of these new purposes. The user will have the option to refuse to participate.

c. Access, opposition and rectification rights

Under the Belgian Law of December 8th 1992 on privacy protection in relation to the processing of personal data, as modified by the law of December 11th 1998, the user has the right to refuse the processing of his personal data, to ask to have access to these data and to ask their rectification.

If the user wishes to exercise his access, opposition and/or rectification rights, he has to contact VDOTRIP by clicking on the tab « Contact us » at the bottom of the page. The user can also contact the company OGONE, which has the following contact data: Website: www.ogone.com

d. Communication by electronic mail

By subscribing to vdotrip.com, the user authorizes VDOTRIP to send him electronic mails, especially for publicity purposes.

If the user does not wish to receive electronic mails from VDOTRIP (anymore), he can inform VDOTRIP about it by deselecting the related fields (send newsletters, partners...) or by sending a message by clicking on the tab « Contact us » at the bottom of the page.