

# TERMS AND CONDITIONS

Please read these terms and conditions carefully before using the EU Food Loss and Waste Prevention Hub website owned by the European Commission and operated by the Secretariat of the unit Farm to fork strategy, of the Directorate-General for Health and Food Safety of the European Commission.

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## General terms

These Website Terms and conditions contained herein on this document, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this 'Website'). By continuing to use the EU Food Loss and Waste Prevention Hub Website (at [https://www.ec.europa.eu/food/safety/food\\_waste/eu-food-loss-waste-prevention-hub/](https://www.ec.europa.eu/food/safety/food_waste/eu-food-loss-waste-prevention-hub/)), you are expressly agreeing to be bound by and accept these Terms and conditions. This is why we urge you to read them carefully.

## Variation of terms

The European Commission reserves the right to change these Website Terms and conditions at any time by posting changes online. You are responsible for regularly reviewing information posted online to obtain timely notice of any changes. Your continued use of the EU Food Loss and Waste Prevention Hub Website after changes are posted constitutes your acceptance of these Website Terms and conditions as modified by the posted changes.

## Applicable law

By visiting and using this Website, you agree to abide with the proper use of third source information and respect of protected data in line with applicable laws and regulations.

The Hub is a collaborative website. The Commission cannot check the information submitted individually by users. The users are invited to check their sources and whether the information provided is compliant with 3<sup>rd</sup> party rights regarding intellectual property over the materials provided on the Website. The Commission cannot be held responsible in case the content uploaded by users is found to be infringed on any copyright law or third party rights.

The Commission declines any responsibility over the content published by users. In case of any potential claim related to the use of the Hub, regarding the content published or the compliance by

users with these Terms and conditions, Belgian courts shall be competent to examine the case; in that respect Belgian law shall be applicable.

## Severability

If any provision of these Terms and conditions is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms and conditions unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## User account

The Website is public and open to all users, who can navigate freely through its content, without the need to register. Users who wish to upload content on this Website, must register their email address in EU Login and then connect to the EU Food Loss and Waste Prevention Hub Website through EU Login. This user authentication system helps reduce the likelihood of misconduct (e.g. publication of content unrelated to the website's purpose, inflammatory language, spam content, etc.) as users are associated to a genuine and verified identity. Additionally, Member States' representatives designated by national competent authorities to update their respective Member States pages will be registered by the Commission in the SAAS system, in order for them to have access and submit changes to those pages.

Users can manage their account through the user profile available on the Website and can edit or remove content submitted to the website at any time. It is the users' responsibility to keep their details up to date in their EU Login profile. In order to delete their profile, users need to put in a request through their profile by logging into the website or send an email to the moderator of the website at [EU-FOOD-WASTE-PREVENTION-HUB@ec.europa.eu](mailto:EU-FOOD-WASTE-PREVENTION-HUB@ec.europa.eu). Any user ID and password that users may have for this Website are confidential and users must maintain confidentiality of such information. Users are responsible for all activities that occur under their account or password. The European Commission reserves all rights to terminate user accounts in case users fail to adhere to the Website Terms and conditions and in case we notice any suspicious activity linked to users' account or trace any content unrelated to this Website's purpose.

## Uploading content

Users who are registered and have a valid user account can share content (audio, video, text, images and links) to the Website through the on-line templates.

Users sharing content must be the owners or have the rights to use and publish the material and are fully responsible for the content uploaded. If users share third party materials that are freely available online, they should do it by inserting links to the original websites instead of uploading the materials themselves, unless users have been granted the explicit permission from the right-holders to reproduce and make the content available on the Hub.

By submitting content to the EU Food Loss and Waste Prevention Hub website, the user ensures that the content:

- is not abusive, obscene, vulgar, slanderous, hateful, xenophobic, threatening or does not contain sexually-oriented comments
- does not violate any laws or any third parties rights and privacy rights
- is not spam, advertising for a website or product/service
- does not duplicate content that has been posted more than once by the same user or other users
- is not off-topic content, unrelated to the scope of the website
- does not link to illegal or pirated software

Users submitting content retain their intellectual property rights. By submitting content to this Website, the user grants the European Union an irrevocable licence; a worldwide, non-exclusive, perpetual, royalty-free, non-transferable licence to use, reproduce, distribute, and display the user's content on the Hub. In the case of content submitted by appointed representatives from national authorities on the Member States pages, users agree that their contribution is made available under the terms of the Creative Commons Attribution 4.0 International Public License

(CC BY 4.0) (full text available at: <https://creativecommons.org/licenses/by/4.0/legalcode>), unless otherwise specified.

Before submitting content, the user shall agree with these Terms & conditions:

I have read and agree with the Terms & Conditions for uploading resources.

**Submit Resource**

The European Union can neither be held liable for the content submitted by users nor be responsible for the use that third parties do of the content available on the Website.

Users shall indemnify the European Commission against all legal fees, damages and other expenses that may be incurred as a result of the breach of the above warranties.

## Reuse of contents hosted on the Website

A – In regards to the content submitted by users as a Resource or as a News:

The sections Resources and News host content submitted by users. Any reproduction or further distribution of the content is subject to the permission of the author of the Resource or the News or the relevant right holder, unless otherwise specified. In order to obtain such permissions, Website's visitors are encouraged to contact the authors of the Resource or News directly, should such a contact point be available on the Website. The Commission is not in the position to provide contact information on Website users to third parties.

B – In regards to any other content available on this Website, including the content on the Member States pages:

Unless otherwise indicated (e.g. in individual copyright notices), content published on the Member States pages is licensed under the Creative Commons Attribution 4.0 International (CC BY 4.0) licence.

The remaining content on this Website is held by the European Commission and is also licensed under the Creative Commons Attribution 4.0 International (CC BY 4.0) licence, in accordance with the Commission's reuse policy, which is implemented by the Commission Decision of 12 December 2011 on the reuse of Commission documents.

This means that reuse is allowed, provided appropriate credit is given and changes are indicated.

Users willing to reuse content hosted on the Website may be required to clear additional rights if a specific content depicts identifiable private individuals or includes third-party works. Software or documents covered by industrial property rights, such as patents, trademarks, registered designs, logos and names, are excluded from the Commission's reuse policy and are not licensed to users.

## Non-compliance with the Terms and conditions

The European Commission reserves all rights to delete content submitted from users, in case this fails to adhere to the Website's Terms and conditions. Prior deletion or removal, the Website moderator will inform the user that the content submitted does not comply with the Terms and conditions and will ask them to align it accordingly.

Other users are also welcome to flag abusive and inappropriate content to the Website moderator who is bound to act upon such requests. Users willing to flag such issues are invited to use the 'Report' button available on each resource/news page, as well as on each Member State page.

## Cookies

To make Commission websites work properly, we sometimes place small data files called cookies on your device. To find out more about the Commission's cookies' policy, please consult this [webpage](#).

## Privacy policy

Before you continue using our Website, we advise you to read our Privacy policy regarding our user data collection.

## Non-responsibility

The content appearing on the EU Food Loss and Waste Prevention Hub Website could include technical, typographical, or photographic errors. The European Commission does not warrant that any of the materials on the EU Food Loss and Waste Prevention Hub Website are accurate, complete, or current. The European Commission may make changes to the content contained on the EU Food Loss and Waste Prevention Hub Website at any time without notice, in case they deem it appropriate and in case the user fails to comply with the terms described under the current Terms and conditions. The European Commission does not, however, make any commitment to update the content. The content may be withdrawn or removed at any time.

The content submitted by users to the Hub may contain "external links" to websites in domains other than europa.eu, which may not be owned or funded by the European Commission, over which Commission services have no control and for which the Commission assumes no responsibility. When visitors to European Commission websites choose to follow a link to any external website, they leave the official domain of the European Commission, and are subject to the cookie, privacy and legal policies of the external website.