

EASA Digital Blue Book

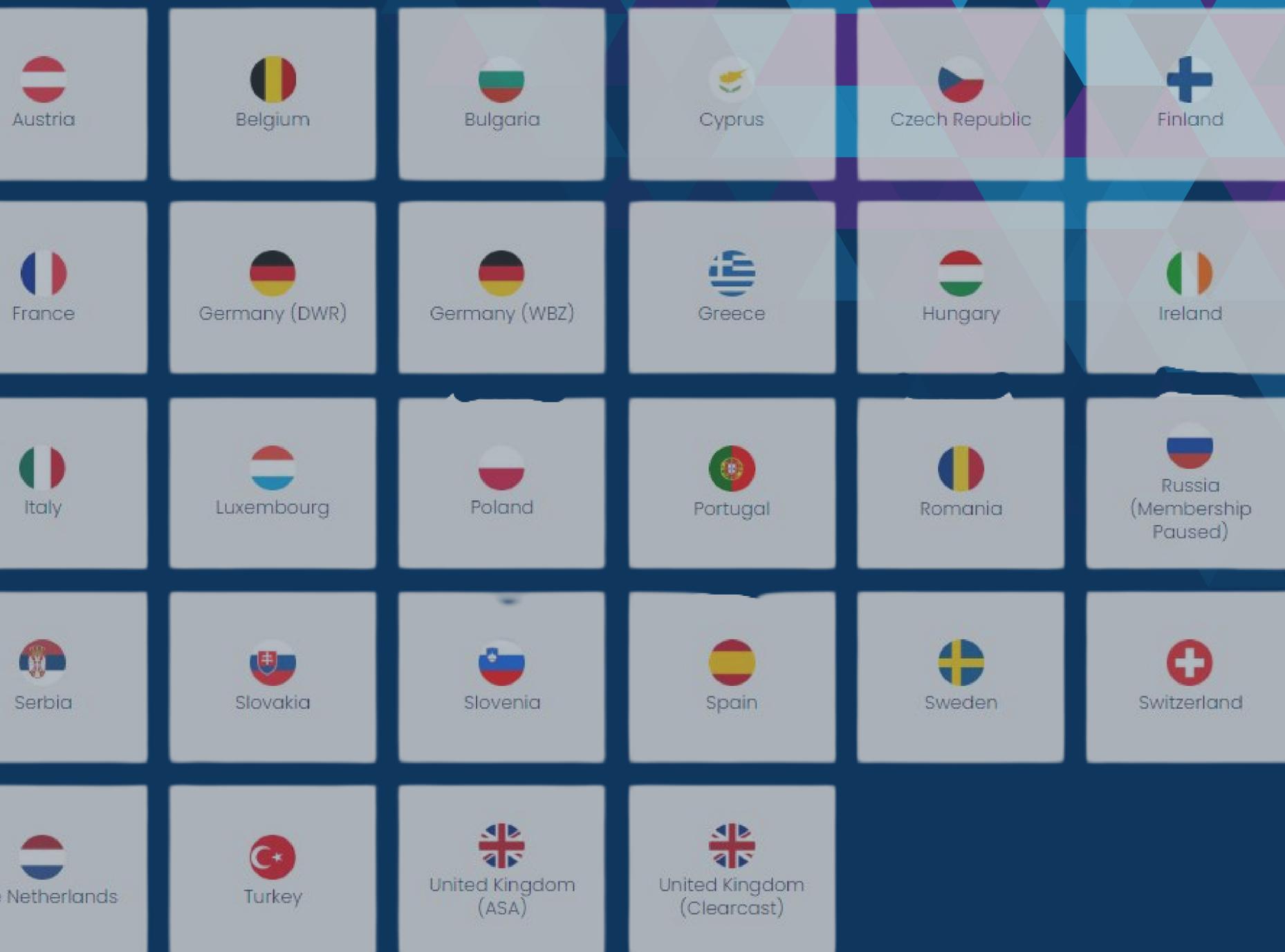
The ultimate guide to advertising self-regulation.



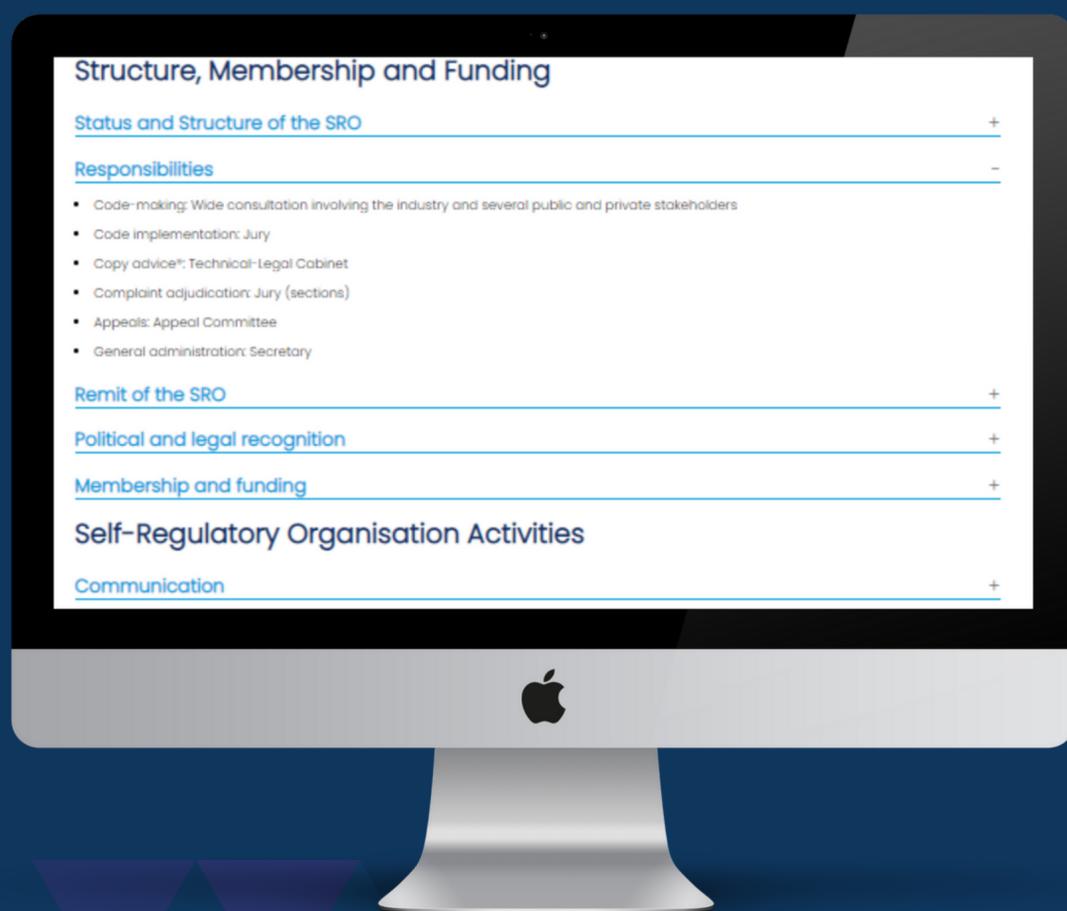
**easa**

European Advertising
Standards Alliance

www.easa-alliance.org



A collection of active links to SROs' websites, codes and relevant activities available from any internet access point



www.easa-alliance.org

EASA Digital Blue Book order form

Information

Name of Organisation/Customer:	
Billing address:	
City, Country, Postal Code:	
Phone:	
Email:	
VAT #:	

Order

I hereby subscribe to have access to the EASA Digital Blue Book for 1 (one) year for 1 (one) user.

One user is created based on one email address with one password. These credentials may not be shared or communicated to third-parties.

Price: 490 EUR/user for one year

By signing this order form, you are confirming that you have read, understood and agreed the terms and conditions annexed

Name of authorised representative:

Date:

Signature:

EASA – Terms and Conditions Bluebook

The Customer's access to and use of the EASA's Digital Blue Book is subject to these terms and conditions.

1. General

1.1. Under this agreement, EASA grants the Customer a worldwide non-exclusive, revocable, non-transferable, time-limited, license to access and make personal use of the EASA's Digital Blue Book.

1.2. The agreement (hereinafter "the Agreement") consists of the following contractual documents:

- The order form;
- These terms and conditions.

In the event of conflict between the two documents, the order form shall supersede these terms and conditions.

By completing the order form, the Customer agrees to be bound by these two contractual documents.

1.3. Definitions

"Blue Book" means the standard EASA's Digital Blue Book available for access on the EASA's website (<https://bluebook.easa-alliance.org/>);

"Customer" means the individual, company, association or partnership vested with legal capacity as specified in the order form who enters into the Agreement;

"EASA" means the European Advertising Standards Alliance, an international non-profit association incorporated under the laws of Belgium with registered office at Rue des Deux Églises 26, 1000 Brussels, Belgium and company number 0450.933.006;

"Login Credentials" means the identification e-mail address and password required to access the Blue Book.

2. Access to the Blue Book

2.1. EASA shall provide access to the Blue Book upon reception of the yearly subscription fee in accordance with Article 3, by giving the Customer his Login Credentials.

2.2. The Login Credentials are strictly personal to one single user. The Customer is obligated to keep his Login Credentials secret, not to disclose the Login Credentials in any form whatsoever and to protect the Login Credentials against unauthorised use by third parties, including by other representatives or employees of the Customer.

The Customer acting as an intermediary in his own name but on behalf of another user of the Blue Book may disclose the Login Credentials to this final user, provided that the Customer: (i) does not use and access the Blue Book on his own behalf; (ii) informs the final user to whom it discloses the Login Credentials of their confidential and personal nature; (iii) procures that the final user complies with the obligations in this Agreement; and (iv) shall be responsible for any failure to so comply.

2.3. Should it turn out that the Customer shares his Login Credentials with third parties, the Customer will automatically in that case be held liable a minimum lump sum compensation of EUR 1.000,00

EUR for each disclosure, without prejudice of the right for EASA to establish and claim additional compensation for the actual damage suffered.

2.4. In case of misuse or loss of the Login Credentials or in case of an appropriate suspicion, the Customer must report the same to EASA to admin@easa-alliance.org.

3. Fees

3.1. The yearly subscription fee for the access to the Blue Book shall be as quoted in the order form and in the invoices issued by EASA prior to each renewal period.

3.2. The fees, as indicated on EASA's website, will be invoiced by EASA upon reception of the completed order form and then annually at least one month before each renewal period.

3.3. Fees which are not fully paid on the due date will automatically attract annual interest of 12% and a contractual flat-rate amount corresponding to 20% with a minimum of 100,00 EUR by unpaid invoice without prior formal notice.

4. Duration

4.1. The Agreement shall commence on the date of signing the order form and shall remain in force for a period of twelve months from the communication of the Login Credentials. Unless notification of non-renewal by a party at least one month before expiry date, the Agreement shall be renewed for successive definite terms of twelve months and the annual invoice will automatically be due.

4.2. Without prejudice to other applicable rights and remedies, EASA reserves the right to either suspend Customer's access to the Blue Book or terminate this Agreement if the Customer fails to comply with any obligation under the Agreement.

4.3. Upon termination of the Agreement:

- Customer shall stop using the Blue Book in any form whatsoever;
- EASA will not provide any access to the Blue Book and the Login Credentials will be deactivated.

5. Liability of EASA

5.1. The Customer uses the Blue Book at his own risk. The Blue Book is published and updated by EASA with the utmost care. EASA has made and will make reasonable efforts to ensure the Blue Book is complete and accurate. However, EASA does not warrant the completeness, accuracy and updating of the Blue Book, which may contain technical inaccuracies or errors.

In addition, EASA does not guarantee that: (i) the Blue Book meet the requirements and objectives that Customer would have set; (ii) the access to the Blue Book will be error free or uninterrupted.

5.2. Under no circumstances, EASA shall be liable:

- for any direct, special, indirect, incidental, punitive, exemplary or consequential damages (including, without limitation, loss of time, revenue, profits, customers), for any decision made or action taken by the Customer in reliance on the information contained in the Blue Book;
- For any difficulty in accessing the Blue Book related to Internet access, connection speed and/or availability of the Internet by the Customer who is solely responsible to have adequate Internet connection to access the Blue Book and use it correctly;
- For any difficulty of access to the Blue Book resulting from Customer's computer equipment related or from its incompatibility for proper access to the Blue Book;
- In case of unavailability of the Blue Book due to updating, maintenance or interference, technical or other, affecting all or part of the Blue Book and in case of force majeure.

5.3. In any case, if EASA is held liable under this Agreement to the Customer, such liability shall be limited to the yearly subscription fee paid by the Customer for the access to the Blue Book.

6. Intellectual Property Rights

6.1. The Blue Book is the exclusive property of EASA and is protected by copyright and intellectual property laws. The access to the Blue Book in accordance with the Agreement shall not be deemed or interpreted as the transfer of any intellectual property rights for the benefit of the Customer.

The Customer agrees not to modify, copy, reproduce, retransmit, disseminate, rent, license, distribute, sell, publish, translate, broadcast, create derivative works, transfer or circulate any content of the Blue Book without the express written consent of EASA.

6.2. Permitted Use

The Customer may only consult the Blue Book for his personal use and reference in connection with his work.

6.3. The trademarks, names and logos, registered or not, present in the Blue Book are the exclusive property of EASA and/or that of other companies or associations and may not be used or reproduced.

7. Data Protection

Please see the EASA's Privacy Policy <https://www.easa-alliance.org/about-easa/privacy-policy/>

8. Miscellaneous

8.1. Should any provision of these terms and conditions be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provisions shall be deemed replaced by such valid, effective and enforceable provision as come closest to the economic intent and purpose as of such invalid, ineffective or unenforceable provisions as regard subject-matter, amount, time, place and extent. The aforesaid shall apply mutatis mutandis to any gap in these terms and conditions if any court has confirmed such proceeding.

8.2. Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder to anyone without EASA's prior written consent. Customer who assigns or transfers the Agreement, with EASA's prior written consent, will not be released of its obligations under the Agreement unless EASA formally agrees in writing on such release. EASA is expressly entitled to assign or transfer this Agreement or any of its rights or obligations hereunder without Customer's consent.

8.3. A failure by either party at any time to require the performance of any obligation hereunder or enforce any provision hereof shall neither be construed as a waiver of any right or remedy hereunder nor in any way affect the validity of this Agreement or any part hereof. No waiver shall be effective unless given in writing, and no waiver of a breach of this Agreement shall constitute a waiver of any preceding or subsequent breach.

8.4. The Agreement shall be governed by the laws of Belgium, without prejudice to any mandatory conflict of laws provisions. In the event of a dispute, the French speaking chamber of the Brussels courts shall be competent.