

# Trade Dialogues Platform

## Discussion Forum

# TERMS OF USE

### PREAMBLE

The Trade Dialogues (“Platform”) is a public-private platform led by the International Chamber of Commerce (“ICC”) and B20. The Platform allows participants to highlight issues and challenges they find important to discuss regarding global trade.

The purpose of the Forum is for participants to engage in more active and continuous discussions surrounding the identified global trade issues.

The Platform is composed of 2 sections, a private access section limited to a selected number of invited users; and a public access section open to all users fulfilling the conditions and requirements set forth in the terms and conditions published in the public section of the Platform.

ICC hosts, operates and makes available the Platform and the Forum to businesses and international organizations (“Private User”, “you”) under the following terms of use (“Terms of Use”):

### AGREEMENT TO THE TERMS OF USE

These Terms of Use shall govern your access, visits and participation in the Forum. Terms of Use are in addition to (and form a part of) the terms and conditions of the website hosting the Platform. By registering for a Forum account, by using or visiting the Forum, you expressly consent to be subject to the Terms of Use. If you do not agree to the Terms of Use, you should not access, visit or participate in the Forum.

By accessing or using the Forum, any person warrants to have the legal authority to act on behalf of Private Users taking part in the discussions of the Forum. .

### REGISTRATION

If you wish to have a Forum account, you must provide current, accurate and complete information about yourself and Private Users during the account registration process. You undertake to maintain the confidentiality of your Forum password and account, and you agree to assume all liabilities and responsibilities for any and all activities that occur under your account. You must maintain and promptly update any account information provided to ICC in order to keep such information up to date, accurate and complete.

In order to register for an account with the Forum, you must provide personal information. By providing your personal information to ICC, you consent to the collection, processing and storage by ICC of your personal information in accordance with the terms of the ICC Privacy Policy <https://iccwbo.org/privacy>, and the European General Data Protection Regulation (Regulation (EU) 2016/679).

### PARTICIPATION IN THE FORUM

Private Users agree not to:

- Post any information that may be invasive of another’s privacy or violate the rights of any other Private Users, or of any third party in any way;
- Post any content that infringes any patent, trademark or copyright of any party;
- Use the Forum to encourage or to perform any illegal act and/or inappropriate behaviour;
- Post any information that would be in breach of a court order from a court of competent jurisdiction;
- Post any information that is confidential and/or commercially sensitive.

ICC reserves the right to determine (in its absolute discretion) if any message or discussion is in violation of these Terms of Use, and to edit or remove any content that it considers does so.

## MODERATION

The message boards will be subject to some form of moderation.

Messages posted by a moderator will appear next to their profile picture. These messages convey important information.

## CONTRIBUTIONS

There are opportunities for Private Users of the Forum to actively participate by creating, providing, sharing and uploading information to the Forum such as comments, ideas or suggestions, data, media files, articles, documents (collectively "Contributions").

Private Users are solely responsible for the legality of any Contribution.

Any Contribution that would limit the availability or quality of the Platform is prohibited. ICC reserves the right to take any actions required to enforce this principles.

ICC does not claim ownership of any Contributions that Private Users post, upload, submit or otherwise provide to the Forum. However, Private Users hereby grant ICC a perpetual, worldwide, non-exclusive, no-charge, royalty-free license under all intellectual property rights (to the extent permitted by applicable law), including a copyright license to use, reproduce and prepare derivative works of whole or parts of such Contributions. Ways in which Contributions may be used include the creation of comments, articles, documents, recommendations or knowledge bases which may become public.

In order to grant ICC the rights contained herein, you represent and warrant that you either own or have all the necessary rights including intellectual property rights in the Contributions uploaded or shared to the Forum and that your Contributions are non-infringing on the patent, copyright or other intellectual property rights of others. Do not post, upload, submit or otherwise provide Contributions to the Forum that are protected by the intellectual property rights of others, unless you own or have the necessary rights or licences to use such Contributions, and such rights or licences do not otherwise conflict with your ability to submit, upload or otherwise provide such Contributions.

All Contributions are deemed to be provided on a non-confidential basis..

## INTELLECTUAL PROPERTY RIGHTS

"Trade Dialogues" and the associated logos are original creations of ICC.

Private Users grant to ICC a non-exclusive, royalty-free licence to use their intellectual property rights, for indefinite duration, for the purpose of its participation in the Platform and in order to distinguish each Private User during the discussions in the Forum. This licence does not imply any transfer of intellectual property rights' ownership.

Private Users shall grant to ICC their right to use its logo and quote.

ICC will not use Intellectual Property Rights in a way which could allow them to become generic, lose their distinctiveness, to be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of Private User.

## DISCLAIMER

ICC accepts no responsibility with regards to problems (such as performance failure, computer virus, communication line failure, alteration of content, etc.) incurred as a result of using the Platform, Forum or any link to external sites. ICC undertakes to take all reasonable efforts to guarantee the secure use of the Platform and continuing access to the information hosted.

The Platform and the Forum may contain links, advice, opinions and statements from external websites and views of different Private Users. These hyperlinks to non-ICC websites and Private Users' views do not imply any official endorsement of, or responsibility for, these opinions, ideas, data or any guarantee of the validity of the information provided.

Private Users are the sole entities responsible for the content of the Contributions they post and any consequences that flow from such posting(s). Private Users undertake to indemnify and hold harmless ICC should ICC be sued and or found liable for any content and communication of any Contribution or access thereto.

ICC assumes no responsibility or liability over the sharing of Contributions among Private Users.

ICC accepts no responsibility regarding the safe or secure storage of any Contributions. The Forum is not designed as the primary place to store any of these materials, and ICC is not responsible for the alteration, deletion or loss of any stored items.

## APPLICABLE LAW

These Terms of Use shall be governed and interpreted in accordance with laws of France.