
CONSTRUBADGE®

General Conditions (standard use)

The General Conditions of Constructiv affect any standard use of the ConstruBadge®.

Constructiv has the right to modify the terms of the General Conditions.

Constructiv disclaims any form of liability for any adverse consequences that may result from the changes made to the content of the General Conditions.

1. Definitions

- 1.1 User : every individual (blue-collar construction worker) who uses his personal ConstruBadge®.
- 1.2 Employer : Every legal person/entity that employs Users.
- 1.3 Integrator : Every individual/legal person who wishes to use the ConstruBadge® and/or to integrate it in the context of an information technology application (e.g. track-and-trace, work time registration, access control, ...).
- 1.4 Key : The passwords which allows changing or consulting the application content found on the ConstruBadge®.
- 1.5 Application : Reserved and named memory space on the microchip, which may be encrypted for security reasons.

2. ConstruBadge® Goal and Standard Use

- 2.1 The ConstruBadge® is a personal, visual means of identification for each User.
- 2.2 At present the ConstruBadge® is a chip card which will be renewed annually, and which contains some Employer and User identification data.
- 2.3 The standard use of the data present in the chip on the ConstruBadge® is the consulting of non-encrypted data using information technology applications.
- 2.4 The ConstruBadge® is property of Constructiv which has officially registered the model and its colors under the name « Constructiv ». It is a registered trade mark protected by the laws on intellectual property and regulations.
- 2.5 Constructiv has the sole right to no longer provide the ConstruBadge®, or to change its visual data or the data stored on the chip, or to change the dimensions and the technology used (list non-exhaustive) at any point in time and without prior warning or motivation.

3. General Obligations

- 3.1 The ConstruBadge® (including its technical specifications) is strictly personal and property of Constructiv, and must not be transmitted to third parties (including subcontractors).
- 3.2 If found or delivered to the wrong address, the ConstruBadge® must be sent back to Constructiv (attn. ConstruBadge Call Center), Koningsstraat 132 bus 1, 1000 Brussels.
- 3.3 It is prohibited to reproduce, duplicate, copy, sell, resell or otherwise use the ConstruBadge® or parts of the ConstruBadge® without explicit permission by Constructiv.
- 3.4 The data stored on the ConstruBadge is personal, and protected by the law of December 8th 1992 on the protection of privacy in relation to the processing of personal information. These data are collected for a specific and legitimate purpose exclusively attributed to Constructiv. Therefore the Employer and Integrator formally commit to not saving/storing/copying/distributing the data found on the ConstruBadge® in any form, and to monitor that this does not happen by a third party.

4. Integrator's Obligations

- 4.1 Integrators who wish to use or integrate the ConstruBadge® must sign the Special Conditions. Therefore they need to contact the ConstruBadge® Call Center by email to ConstruBadge@constructiv.be, or by written mail to Constructiv (Attn. ConstruBadge Call Center), Koningsstraat 132 bus 1, 1000 Brussels.
- 4.2 For each information technology application, the Integrator must explicitly detail how he wishes to use/integrate the ConstruBadge®. Constructiv only gives it consent by signing the Special Conditions. Constructiv has the right to refuse without any motivation her consent.



constructiv

- 4.3 When signing the Special Conditions, the Integrator must, for each information technology application, explicitly list the identity of third parties for whom or by whom specific information technology development will be done.
- 4.4 When signing the Special Conditions, the Integrator must, for each information technology application, pursuant to paragraph 4.2, explicitly list the identity of its users. Any change in terms of users needs to be communicated to Constructiv in the manner laid down in the Special Conditions.
- 4.5 The Integrator must proactively inform Constructiv of any changes with regard to points 4.2, 4.3, and 4.4 by the means laid down in the Special Conditions.
- 4.6 The keys given to the Integrator are part of a written Contract prepared by Constructiv. Constructiv has the right to refuse the granting of one (or more) Key(s) without having to justify this decision. Keys that are assigned by Constructiv to the Integrator, may only be used by that Integrator and within the provisions of the Contract. The Integrator shall in no case share/communicate them to a third party.

5. User's and Employer's Obligations

- 5.1 If a replacement ConstruBadge® was received, the ConstruBadge® to be replaced must immediately be handed to the Employer mentioned on the ConstruBadge®.
- 5.2 The wearing and keeping of replaced ConstruBadges® is prohibited. The Employer must destroy any replaced ConstruBadges® he receives after arrival of the replacement ConstruBadges®. Constructiv is not responsible for misuse or improper use of replaced ConstruBadges® and for any damage that may result from that.
- 5.3 Upon termination of a User its ConstruBadge® needs to be handed over his to the Employer mentioned on the ConstruBadge®. If the Employer receives a ConstruBadge® in the context of contract termination, he must destroy that ConstruBadge®. Constructiv is not responsible for misuse and improper use of ConstruBadges® belonging to Users whose contract was terminated and any damages resulting therefrom.

6. Constructiv's Obligations

- 6.1 In the context of the Special Conditions (chapter 4.1) Constructiv has the obligation to inform the Integrator with whom it has a contractual agreement of any changes regarding the ConstruBadge's® general technical specifications. The technical specifications related to Keys are not included.

7. Responsibility

- 7.1 Constructiv denies any responsibility for the correctness of the data offered and stored. The data is gathered from various official sources. is thus unable to correct these data. The persons whose data are incorrect have to contact the official institutions concerned. Constructiv is not receptive to any and all complaints or damages caused by incorrect data used to produce ConstruBadges® or used for all related communication.
- 7.2 Constructiv disclaims any form of liability for any direct and indirect damage, including any financial or commercial harm, loss of clientele or money, any commercial problems, any increase in expenses and other general costs, loss of profit, reputation damage suffered by the Employer or the Integrator when using, by changing or by cancellation of ConstruBadges®.
- 7.3 Constructiv denies any responsibility for damage or harm inherent to the use of ConstruBadges® or the use of the internet network, specifically disruptions of service, illegal access by hackers or the presence of viruses, fraud attempts by the use of phishing (or other methods), unlawful use or theft of information, or any event that may be regarded as force majeure.
- 7.4 Constructiv denies any responsibility for any case of bodily or material harm of any character caused by unlawful or improper use, or use that is in violation of the ConstruBadge's® goal.
- 7.5 Constructiv denies any responsibility in case of insufficient co-operation by the Employer or the Integrator with regard to the execution of the present General Conditions, including the consequences of non-compliance with obligations to the law of 8 December 1992 on the protection of privacy in relation to the processing of personal information
- 7.6 In case of misuse or use contrary to the purpose of ConstruBadges® or in any other case of non-compliance with the General Terms, Constructiv reserves the right to immediately terminate without the slightest compensation any contractual relationship with the Employer or Integrator and if they choose so to commence appropriate judicial procedures.

8. Applicable Law

- 8.1 The Belgian law is applies to the present general conditions.
- 8.2 Only the courts of the legal district of Brussels are entitled to treat any conflict with regard to the execution or interpretation of the present general conditions.
