

1 Vox Populi terms of use

1.1 Access to the Blog

The consultation or use of the <https://www.vox-populi.com> blog (hereinafter the Blog), created and managed by the SA JPCR, automatically implies full acceptance of the present terms of use and the privacy policy set out below. Access to the information posted on this Blog is free of charge but implies that you read and accept the terms of use set out hereafter.

By virtue of the fact that you contact us to join our consumer panel you (hereinafter the user), are deemed to have formally accepted the terms set forth hereinafter.

1.2 Privacy

 The Blog's privacy policy can be viewed below.

1.3 Information offered by the Blog

To provide visitors with the most recent information, JPCR SA manages and updates this Blog on a continuous basis. The purpose of this Blog is to better inform visitors. JPCR SA undertakes to make every effort to rectify any incorrect information that has been published as soon as the error is discovered. On no account shall JPCR SA be liable for the accuracy or exhaustiveness of the information consulted on this Blog.

The information published on this Blog is of a general nature and has not been designed to meet any individual needs, is not necessarily complete or up to date and shall not be regarded as professional advice or recommendations.

The content of the Blog (including the hyperlinks it contains) can be adapted, amended or completed at any moment in time without prior notice or communication.

JPCR SA declines any and all liability for the inappropriate or fraudulent use of the information posted on the Blog.

On no account shall JPCR SA be held responsible for the content of the Blog or the direct or indirect use thereof. JPCR SA does not guarantee the accuracy of the information published on or accessible via its Blog and reserves the right to delete any comment posted on the Blog and to amend the information published without prior notice.

1.4 Hyperlinks to the site

Anyone who wishes to create a link to the Blog shall notify the site's webmaster beforehand. Links must be created in such a way that a new, additional window opens up in the Web browser, displaying the home page of the site only. Deep linking is prohibited.

1.5 Hyperlinks to other sites

The Blog may contain hyperlinks to other sites of institutions either or not associated with JPCR SA. Under no circumstances shall JPCR SA be held liable for any content or privacy policy of whatever nature published on a site that can be accessed via a link on the Blog.

The creation of hyperlinks to one or several other sites, including links contained within these sites, shall not be construed as an association, partnership, membership or approval of any kind with/of the institutions proposing these sites.

As soon as JPCR SA discovers any illegal content on a blog containing a link to the Blog or content that is inconsistent with the Blog's objective, the hyperlink will be removed from the Blog without this entailing any liability whatsoever on the part of JPCR SA for the period of time the hyperlink featured on the Blog.

1.6 Intellectual and industrial property rights of the Blog

All the texts, photographs, layouts, slogans, images and other elements published on the Blog are protected by copyright and are the property of JPCR SA or its clients. The names JPCR, BIG TM, VOX POPULITM, ITISTM, their logos, designs, slogans, and databases are protected by intellectual and industrial property legislation. Any copy, adaptation, translation, rearrangement, use or modification of all or part of this Blog, in whatever form and by whatever means, without the prior and written consent of JPCR SA, is strictly prohibited. The users of the Blog expressly undertake to respect the copyright belonging to JPCR SA and third parties in full. JPCR SA reserves the right to take any measures it deems necessary to prevent or put a stop to any copyright violations without accepting any liability for the measures it chooses to implement.

JPCR SA authorises users to copy, print and use the information on the Blog on condition that it is used for the visitor's personal information only and to the exclusion

of any multiplication, dissemination or commercialisation thereof. Infringements of the JPCR SA intellectual property rights may give rise to civil or criminal prosecution.

1.7 Assignment of intellectual property rights

The user hereby completely, irrevocably and exclusively assigns all the industrial or intellectual property rights, copyright and related rights in the works, preparatory work, studies, research, experiences, inventions, data feedback, answers to questions or others (hereinafter “the work”) carried out or performed as part or in the context of market studies, whether alone or in collaboration with others, as of the time these rights are secured, and this in the most comprehensive way, on any and all digital and other media JPCR SA may use as is or integrated, modified or otherwise, in whatever form or by whatever means, for the lifetime of the right concerned and on a worldwide basis.

The assigned rights are: the reproduction rights on any medium, the representation and public communication rights, the broadcasting rights whether directly or by satellite, via the Internet, cable, radio-relay system, or by any other technology, including the right of correction, assessment, follow-up, use, maintenance, adaptation, translation, commercialisation, publication, transcription, exploitation and development.

The user undertakes to provide JPCR SA with all the assistance it may need to obtain and retain any rights in or legal title to the work, object of the assignment, inter alia by signing all relevant documents and participating in any procedures to obtain said rights or titles.

The user guarantees that he holds all the copyright and related rights in the work protected by intellectual property legislation he may produce in the context of these presents and guarantees JPCR SA the full and free enjoyment of the assigned rights against any disturbance or exclusion. In the context of the Blog, the user is not permitted to use any protected work neither the user nor JPCR SA holds the proprietary rights in or to use protected work he did not acquire the rights in favour of JPCR SA to without notifying the latter beforehand and having obtained its express consent.

Only JPCR SA and its client are entitled to decide if, when, and how the work will be used. Also work that is not used shall remain the exclusive property of JPCR SA.

Right of the user: JPCR SA is authorised not to disclose the name of the user, to use work its author does not consider finished, and to modify the work in any way it deems necessary to show the work, without prejudice to the right of the user to object to any alteration, mutilation, modification or derogatory action in relation to the work which would be prejudicial to its author's honour or reputation.

This assignment is governed by the Belgian intellectual and industrial property legislation. It is irrevocable. By virtue of said assignment, the user forfeits any and all rights in the elements assigned, in Belgium and abroad.

1.8 Right of image

The user hereby authorises JPCR SA to use, reproduce and communicate still images and/or video footage the user may post on the Blog (hereinafter the "Images") either of the user him/herself and/or of other natural persons whom the user obtained written permission, identical to the present paragraph, , either in full or in part, whether integrated with other still or animated images or not, modified, airbrushed or otherwise, printed on paper, textiles, plastics or other materials, distributed via digital video or otherwise, and integrated with any electronic medium, Internet and intranet included, and this indefinitely as of the signing of the present authorisation.

- This authorisation is granted for all broadcasting zones in Belgium and abroad and in respect of all internal and external communications, whether in favour of JPCR SA or its clients, and inter alia (but not limited to) internal company literature, institutional brochures or annual reports.
- For any and all advertising purposes (giving rise to the purchase of advertising space on any external media or on any advertising or commercial media, packaging, publication, press, design, direct marketing, etc.) created by JPCR SA or its clients.

This authorisation is valid for a period of 5 years as of the date of the acceptance of the present document and may be extended. For the purposes of this authorisation, JPCR SA undertakes to comply with the data protection legislation. The JPCR SA privacy policy is set forth below.

The user hereby expressly waives any form of consideration in return for the use of the Images for the purposes set out in the present authorisation. The user confirms that he holds all the assigned rights, including all the relevant third-party

authorisations, and understands and accepts that the present authorisation does not in any way oblige JPCR SA to use the Images.

The present authorisation can only be withdrawn on the basis of a request from the user, sent by registered post. The withdrawal of consent shall in any case at the earliest take effect 6 months after the letter was received and shall not apply to the use of Images on media in existence or in the pipeline on the date the letter is received and this for the entire useful life of the media in question.

1.9 User responsibilities

By accessing the information published on the site and by taking part in market studies, the user waives any and all claims and recourse of any kind against JPCR SA with regard to the use that is made of the data or information available on the Blog. JPCR SA shall not be held liable for damage of whatever nature, whether consequential or incidental.

Similarly, by accessing the information offered by the Blog, the user accepts that he bears full responsibility for the risks inherent to the use thereof and hereby waives any right of claim against JPCR SA, including for damage to a computer, software or data caused by a virus that may be transmitted or activated by the Blog or by virtue of the fact that the user accesses it.

Users may qualify for payment and/or expenses in consideration of their participation in studies offered by JPCR SA. In the cases stipulated by the tax and social legislation, users are obliged to declare this income in their tax returns and, where necessary, to take up the relevant tax and/or social status. Users working in the capacity of a self-employed person or operating as a company shall notify JPCR SA accordingly before taking part in the studies.

Users shall note and, in consequence of their acceptance of the terms of business, expressly accept that JPCR SA shall declare any payments it makes to users in the tax and social security returns imposed by law.

1.10 Security of the site

JPCR SA is free to take any measures it deems necessary to ensure the security of its website, such as security audits, encryption techniques, secure environments and any reasonable measures and procedures consistent with the state of the art in the field. Certain sections of the Blog may be reserved and subject to access procedures. If the site is hacked, falls victim to cybercrime or becomes the object of any unauthorised attempt to access the site or part thereof, JPCR SA shall resort to any legal means at its disposal to preserve the integrity of its Blog and this in collaboration with the competent judicial and police authorities.

1.11 – Applicable law and competent courts

As your visit to the Blog implies that you have agreed to these terms of use and, hence, that you have concluded an agreement online, you accept that any dispute or claim relating to the present Blog or any piece of information featured thereon are governed by Belgian law. By consulting the website, you recognise the jurisdiction of the courts of Nivelles, Belgium, sitting in the French language, and you agree to file any claims before these courts only.

2 Privacy policy

2.1 Identification of the Blog and of the organisation responsible for the Blog

Modern information and communication technology plays a fundamental role in the activities of an organisation such as JPCR SA. Our key activities include conducting qualitative market studies on behalf of our clients.

JPCR SA undertakes to scrupulously respect the Belgian data protection legislation. The full text of this legislation has been published on the website of the Data Protection Authority: <https://www.dataprotectionauthority.be/>

The present privacy policy is applicable to JPCR SA as the data controller of the <https://www.vox-populi.com> Blog (hereinafter referred to as the Blog).

JPCR SA

Address : Clos de la Futaie 5 B-1410 Waterloo - Belgium

E-mail address : info@jpcr.be

Contact person : *Jean-Paul Crabbé*

Data Protection Officer : *Jacques Folon who can be contacted at jacques@gdprfolder.eu.*

2.2 Anonymous access authorisation and acceptance of our privacy policy

You are free to access our home page and to consult our Blog without providing us with your personal data.

By using our Blog or signing up to our consumer panel, you explicitly declare to accept the Blog's privacy policy and to agree to us collecting and processing your personal data in accordance with the terms and principles described in this policy.

2.3 Services and interactivity of our Blog

Our Blog, which, for certain studies, will be reserved for authorised users only, allows visitors to interact with one another and to publish information that is accessible to other Internet users.

2.4 Register of processing operations

JPCR SA keeps a record of all the processing operations performed under its responsibility. This documentation shall as a minimum contain the following information:

- the name and details of the data controller, or of any joint data controller or of any processor, and of the representative, as the case may be;
- the name and contact details of the data protection officer or his deputy;
- the purposes of the processing,
- a description of the categories of persons concerned and of the categories of personal data relating to the persons in question;
- the recipients or the categories of recipients of personal data, including the data controllers whom the personal data are disclosed to for the legitimate purpose pursued;
- as the case may be, the transfer of data to third countries or an international organisation, including the name of the third country or international organisation in question and, as appropriate, the documents showing that the appropriate safeguards are in place;
- a general indication of the time frames within which the various categories of data shall be erased;

2.5 Automatic data collection

The following data are collected each time you visit the Blog:

- IP address
- DNS address
- Web browser
- Screen resolution
- The page via which the Blog was accessed

JPCR SA only collects these data to compile statistics on the usage of the Blog and does not link them to personal data collected elsewhere.

2.6 Cookies

When you visit our Blog a “cookie” (a small file sent by the Internet server, which is stored on your computer’s hard disk, keeps track of your visit, contains certain information on your visit and is accessible by this Blog only) may be stored on your hard disk.

You may program your Web browser to either inform you of the existence of cookies or to refuse them systematically. This cookie makes it easier for you to browse our Blog and does not link up any information cookies store automatically to nominative information about our visitors.

JPCR SA informs users on their use in accordance with the prevailing legislation.

2.7 Data collected and specification of purposes

JPCR SA only collects personal data you provide of your own accord and in accordance with the present privacy policy. The data we collect are those we obtained during our interviews and any other data you provide us with when you take part in a study via the Blog.

The only data we collect when you subscribe to our Blog are those that are required to process the data relevant to the purpose for which you supplied them. You will not be asked for any “sensitive” data (within the meaning of the Belgian legislation), nor will any sensitive data be collected via other databases, save in the exceptional case of a market study relating to pharmaceutical products for instance and this subject to your explicit prior consent.

You will be asked to fill out a form containing a number of bold fields or fields marked with an asterisk (*), which are mandatory if you wish to be provided with the service requested, and a number of optional fields. The latter are purely intended to allow us to contact you quickly should this become necessary or to better identify your consumer profile in the context of a market study we are conducting on behalf of a client and which you have been selected to participate in via answers on the Blog.

If you provide us with your postal address, you agree to us contacting you by post. Please contact us as the address listed sub point 1 above if you no longer wish to receive post from us.

If you provide us with your landline or mobile phone number, you agree to us contacting you by phone. Please contact us as the address listed sub point 1 above if you no longer wish to receive any calls from us.

If you provide us with your e-mail address, you agree to us contacting you by e-mail. Please contact us as the address listed sub point 1 above if you no longer wish to receive any e-mails from us.

The purposes for which we collect your data are:

- Managing the file of participants in market studies JPCR SA conducts on behalf of its clients;
- Managing consumer panels;
- Selecting consumers for studies on the basis of their profile;
- Conducting market studies;
- Transmitting the (anonymized) results of studies to our clients;
- Archiving studies.

On no account shall any of your personal data be used for direct marketing purposes. We hereby undertake to contact you and ask you for your consent any time we wish to use your personal data for a new purpose.

The present privacy policy shall not in any way restrict the rights JPCR SA is bound by vis-à-vis natural persons, whether contractually or by law.

2.8 Disclosure of data to third parties

We do not disclose your personal data to third parties. We merely reserve the right to transmit personal data at the request of a judicial or administrative authority or on foot of the law.

While our clients do have access to the answers and comments on the Blog, they are never given access to the personal data of the authors of the answers or comments.

2.9 Length of data retention

The data collected are stored only for the duration of the market study and for the period of time we are contractually or by law obliged to retain them.

In the absence of any legal obligations, participants' personal data shall be retained for a period of 10 years after they last took part in a market study or for ten years after they initially signed up if they never took part in a study.

2.10 Confidentiality and security

JPCR SA does not offer Blog visitors a secure method to transmit personal data.

The Blog is subject to a security policy, to security rules and measures designed to protect personal data.

Having regard to the state of the art and the cost of their implementation, JPCR SA applies, when defining the processing methods and during the actual processing itself, the appropriate technical and organisational measures and procedures to ensure that processing is consistent with the legal requirements and that data subjects' rights are safeguarded.

JPCR SA has put mechanisms in place to ensure that, by default, only personal data that are required for each specific processing purpose are processed and, in particular, that their collection or retention does not go beyond what is necessary for these purposes, whether in terms of data quantity or the period of time they are stored. In particular, these mechanisms guarantee, by default, that personal data are not made accessible to an indefinite number of natural persons.

Having regard to the state of the art and the cost of their implementation, JPCR SA and its data processors have implemented the appropriate organisational and technical measures to ensure a level of security commensurate with the risks represented by the processing and the nature of the personal data to be protected.

On the basis of a risk assessment, JPCR SA and its data processor take the measures prescribed by law to protect personal data against accidental or unlawful destruction and accidental loss and to prevent any form of unlawful processing,

including the unauthorised disclosure, distribution or access and the alteration of personal data.

JPCR SA shall

- make every effort to ensure that the data are up to date, to correct or delete any data that are incorrect, incomplete or irrelevant;
- see to it that access to and the opportunities to process data are limited to what any persons acting under its authority need to carry out their duties or to the requirements of the service;
- inform any persons acting under its authority of the provisions of Belgian law and its implementing decrees, and of any relevant provisions on privacy and the processing of personal data;
- ensure that the software used for the automatic processing of personal data is in conformity with the terms of the declaration submitted to the Privacy Commission and is applied lawfully;
- ensure that any persons acting under the authority of the data controller or a data processor, and the data processor personally, who have access to personal data, can only process data on the instructions of the data controller, unless compelled to do so by virtue of a law.
- take, and compel its data processors and partners to take the relevant technical and organisational measures to protect the personal data against accidental or unauthorised destruction, against accidental loss, and against any unauthorised modification, access or any other form of unauthorised processing of personal data. These measures shall offer an adequate level of protection, taking into account, on the one hand, the current state of technology in the field and the cost involved in implementing these measures and, on the other hand, the nature of the data to be protected and the potential risks.

Where the processing of data is entrusted to a data processor, JPCR SA shall:

- choose a data processor that provides the necessary guarantees in terms of the processing-related technical and organisational security measures;
- ensure that these measures are adhered to, inter alia on the basis of specific contractual provisions;
- contractually define the data processor's responsibility vis-à-vis the data controller;
- agree with the data processor that the latter shall act on the instructions of the data controller only and is bound by the exact same legal obligations as the data controller;
- set out the data-protection elements of the contract and the relevant security requirements in writing or on an electronic medium;

2.11 Your rights as user

In accordance with the prevailing legislation, you can, by letter addressed to the contact person listed above, with a recto verso copy of your identity card to prove your identity enclosed, exercise your right

- of access,
- of rectification,
- to erasure,
- to restriction of processing,
- to object to profiling,
- data portability.

Any newsletters, emails, mailings and letters you may receive will invariably state that you are free to unsubscribe from any future communications and to amend your personal details if necessary.

2.12 Privacy point of contact

In the event of questions or a problem with our privacy policy, please contact our DPO or contact person whose details have been listed under point 1 above.

If you are not satisfied with our response to your concern you may contact the Data Protection Authority: <https://www.dataprotectionauthority.be>.