

Specific criteria for use of the online declaration

In compliance with the General Conditions of the Fost Plus Membership Contract, Fost Plus has defined specific criteria (hereinafter the "**Criteria**") for use of the online declaration (the possibility of making an online declaration is hereinafter called the "**Service**").

By using the Service you acknowledge that you have read, understood and accept these Criteria. In case of ePack, anytime Fost Plus is mentioned in this text, Val-I-Pac is concerned as well..

1. Description of the Service

The Service enables Fost Plus members to fully complete and deliver a household packaging declaration (and industrial packaging in case of Val-I-Pac) to Fost Plus electronically, so that Fost Plus can support its members with the fulfilment of the legal return and information obligation borne by a party responsible for packaging.

2. Use of the Service

You undertake to use the Service in good faith. Simply for illustrative purposes (and without any limitation), when using the Service you therefore undertake:

- not to perform any actions which would violate the legal provisions;
- not to place any harmful content (especially viruses or spyware) on Fost Plus systems;
- not to perform any actions to gain access to the accounts of other users of the Service and/or the Fost Plus customer database;
- not to perform any actions that unreasonably burden the Fost Plus infrastructure or which disrupt the correct operation of the website;
- not to perform any actions that circumvent the measures adopted by Fost Plus to prevent or limit access to the infrastructure;
- Etc.

In the event of failure to comply with this article, Fost Plus is entitled to suspend your account immediately.

3. Person responsible

The affiliated company appoints a Person Responsible ("**Person responsible**") who is responsible for managing users within his/her own company.

The Person Responsible must register on www.efost.be. For this purpose, please read through our [Privacy Declaration](#) before using the Service.

Only one Person Responsible can be appointed for a legal entity that is identified by one enterprise number.

Following a prior check of the person who announces that he/she is the Person Responsible, Fost Plus awards the Person Responsible his/her access and rights.

As soon as the Person Responsible is validated by Fost Plus, he/she bears the responsibilities below:

- The Person Responsible creates the users, and determines what contracts (= member numbers, etc.) they must receive access to along with what rights (consult only, modify, send declaration, etc.).
- The Person Responsible can create users with two profiles:
 - o "Administrator": in addition to the assigned access and rights to the applications, this user can also create other users; and
 - o "User": this user only has the assigned access and rights to the applications and cannot create any other users.
- The Person Responsible is responsible for further management of these users and shall change the user's data and his access and rights if the situation in the company warrants this.
- The Person Responsible is responsible for blocking a user if this person should be denied access to specific data as a result of company related changes (e.g. change of function, departure of an employee, etc.)

If an employee can/may no longer perform the role of Person Responsible due to an altered situation (e.g. dismissal, departure, change of function, etc.), the company is responsible for timely written notification of the changed situation to Fost Plus. After receiving this notification, Fost Plus shall make the required changes with immediate effect (block the Person Responsible, validate the new Person Responsible, etc.).

4. Correct and safe use

The Fost Plus applications have been developed to guarantee maximum security. Fost Plus provides two levels of user authentication:

- User name and password, and
- Belgian electronic identity card or a digital certificate from Certipost or Globalsign.

Fost Plus determines the minimum level for each application, and this can be raised by the company Person Responsible if wished (e.g. based on internal security policies).

The system creates a provisional password and communicates this to the user, without intervention by Fost Plus. The user must change this password at the first authentication.

If the user forgets his/her password, he/she can request a new password that is created and communicated without intervention by Fost Plus.

A password is valid for a maximum of 6 months and must then be changed by the user.

The password is blocked after 5 incorrect logon attempts.

You explicitly state that you shall:

- not transfer any user name or password to a third party without our approval;
- adopt sufficient and accurate security measures to protect your user name and password; and
- never use someone else's user name or password or (directly or indirectly) allow someone else to use your user name or password.

These measures are only effective provided that users in the company itself use the system correctly and securely. This means dealing securely with passwords and certificates (e.g. do not write down or share passwords or store them digitally in a legible format, select 'strong' passwords, etc.).

5. Characteristics of the Service

Fost Plus shall make reasonable efforts to keep the Service operational. However, Fost Plus does not guarantee that use of the Service will be uninterrupted, secure and error-free. Nor does Fost Plus guarantee that your use of the Service will meet your expectations. In this respect, we advise you to read through the [Disclaimer for registered users](#) before using the Service.

You undertake to indemnify and protect Fost Plus against all losses, damage, complaints and charges of whatsoever nature, which arise from or are related to any claim or demand whatsoever from a user or a third party (including public authorities) as a result of your use of the Service and/or violation of these Criteria or the legislation in force.

6. Conditions for the use of the Fost Plus software

The affiliated company and its Responsible Person undertake the necessary actions and measures to meet the following conditions:

- The use of the software that Fost Plus is providing, requires an operating system and a browser that are supported and/or patched by the vendor. You can find this information on the websites of these suppliers.
- Browser plugins such as Java, Silverlight have to be updated automatically.
- An Anti-malware (antivirus) software must be installed on the device that is used and this software has to be updated automatically.
- The user takes all precautions to protect his password against theft and copying. In the event of abuse or suspicion of abuse, the user reports this immediately to Fost Plus.
- The use of the Fost Plus software on a public pc is strongly discouraged because of an increased safety risk.

Fost Plus reserves the right to take measures or to interfere to guarantee the continuity and the proper, safe functioning of its software.

7. Modification of the Criteria

Fost Plus can modify these Criteria at any moment. We publish every modification on the website www.efost.be. We advise you to read the Criteria regularly.