

Terms of use of the « MyPage » online service of the Benelux Patent Platform

1. Scope of application - Modifications

1.1 Access to, and use of, any part of the online "MyPage" service (hereinafter "MyPageMyPage"), any document, material or other information, including text, images, sound and software made available, transmitted or reproduced in any way in MyPage and any service provided via MyPage are governed by these terms and conditions of use (hereinafter "Terms and Conditions") and constitute acceptance of these Terms and Conditions by the user.

1.2 The Belgian Office for Intellectual Property (hereinafter referred to as "IPO") reserves the right to modify these terms and conditions at any time by posting amended terms and conditions at the following internet address: <https://bpp.economie.fgov.be/bpp-portal/web/guest/mypage>. Such amendments take effect on the date on which they are posted. Users are entitled to object to them within two weeks of publication. Continued use of MyPage or its services constitutes acceptance of the changes concerned. If a user explicitly objects to any new terms and conditions, the IPO is entitled to revoke his access rights.

1.3 If any provision of these Terms and Conditions is for any reason held to be invalid, illegal or otherwise unenforceable, such unenforceability does not affect any other provision; the Terms and Conditions are then to be construed as if they had never contained the provision(s) in question and are to be interpreted, in so far as possible, in such a way as to maintain their original intent.

2. Purpose of MyPage, modifications, access

2.1 The general purpose of MyPage is to enable its users on the one hand, to execute payment orders for maintenance fees and/or procedural fees with regard to patents and supplementary protection certificates and on the other hand, to consult their patent and supplementary protection certificates assets as well as the related correspondence.

2.2 The portal and the services to which MyPage gives access are free of charge. These services can be accessed by users authorized by the IPO and require identification by means of electronic signature in the form of a smart card issued by the European Patent Office and registered with the IPO. Users may not misuse any access authorisation granted to them (for example by transferring data to unauthorized third persons).

2.3 The IPO reserves the right to deactivate the registered user's authorisation for that service without prior notice. It will inform the user of the decision as soon as possible and will give him the reasons for this deactivation.

2.4 The IPO makes every effort to prevent technical malfunctions and to ensure that MyPage and the services that depend on it are available 24 hours a day, 7 days a week. Access may also be occasionally suspended, restricted or impeded to permit repairs, maintenance or the introduction of new services or facilities.

3. Data Collection and Information Security

3.1 By requesting registration on MyPage, the user expressly agrees to the storage and processing of the data entered. All data provided by the user will be processed and stored by the IPO for the purpose for which it was collected (see point 2.1 of these conditions). The data will not be passed on to third parties or made available for general access without the user's express agreement, unless the IPO is obliged to make such data available to public authorities.

3.2 Registered users are responsible for maintaining the confidentiality of their account and password to prevent unauthorised access to that account. Users must take all necessary steps to keep their access secure and must inform the IPO without delay if it is being or could be used without authorisation.

3.3 It is also the responsibility of the registered users, if they have access to data that are not intended for them, to notify immediately the IPO of this situation. Users commit themselves to ensure the confidentiality of the data to which they could have access if the data are not intended for them, not to use the data, in whatever form, and, as indicated above, to inform the IPO immediately while indicating the data concerned.

4. Disputes

4.1 The registered user agrees to these terms and conditions.

4.2 The operation, provision and use of MyPage, and any claims or disputes arising out of or in connection with the use of the system, are governed by Belgian law. In case of disputes, the courts and tribunals of Brussels have jurisdiction.