

## **WEBSITE DISCLAIMER**

General Conditions of use of the website <https://papilium.com> and shall apply from 6 January 2020

### **I. General**

- Owner: this disclaimer applies to any use of the website <https://papilium.com> and all its sub-sites (hereinafter 'Website'), as well as any other service offered by Papilium cvba, with its Registered office at 9830 Sint-Marten-Latem, Molenstraat 2 (hereinafter 'owner' or 'we' or "us"), registered in the Crossroads Bank for Enterprises under the number CBENumber which is the owner and manager of the Website.

User: the user (natural person or legal entity, whether or not listed on the web Site, that the Site or its content, visit, files, download, this, use, using a form available on the website, register, join, subscribe to, or enters into an agreement with the service Provider

- You: In this Disclaimer, "You" and personal pronouns such as "your" and "yours" will refer to you as a user of the website.

- The owner and user are hereinafter referred to as the parties, hereinafter referred to as the parties separately as the parties and jointly as the parties;

- Service: refers to the whole of-visit and / or use of - the Website, as well as any other service offered by us on or via the Website.

By simply using the service, you acknowledge that you have read and accepted this Disclaimer. Current Disclaimer can be changed or revised at any time. The amended or revised Disclaimer will be applicable from the time it is published on the Website. You can consult the latest version via the URL of the website.

The owner reserves the right to modify, discontinue, temporarily or permanently at any time (part of) the service, with or without prior notice.

On the Web browsing, document reading, file-download, access and/or use in any manner, to be registered on a form that is available on the Website, you can become a member, to subscribe to or to enter into an agreement with the Owner, the User, in a formal way, unconditionally, and without reservation, consent with respect to this websitedisclaimer and agree to be bound by them.

### **II. Use of the service**

Use of the service is at your own risk. The service is provided on an "as is" and "as available" basis.

As user of the service, you declare to understand and accept the following prohibitions::

- It is not allowed to collect and/or use user names, passwords, e-mail addresses or other personal data from users for any purpose.
- Subject to explicit and prior written permission from the owner, it is not allowed to use "metatags".
- It is not allowed to use the service for unauthorized publicity, including via spam, chain letters or unwanted emails.
- It is not allowed to use data mining, robots, screen scraping or similar data collection tools on the service, except with the Express and prior written consent of the owner. You may not use "frames" or "framing techniques" on any part of the service without explicit written permission.
- It is not allowed to copy, multiply, reproduce, sell, sell, sell or operate any part of the service, use of the service, or access to the service without explicit and prior written permission from the owner."
- It is not allowed to upload or post spam
- It is not allowed to upload, post or send worms, viruses or any other destructive code.
- It is not allowed to modify, modify or hack the service or to change the website of a third party to make it look like it is associated with the service offered by the owner.

- It is not allowed to use the service for any illegal or unlawful purpose. When using the service, you may not exceed the limits of the applicable legislation (including, but not limited to, copyright and Database Law)."
- It is not allowed to use the service for commercial purposes; only private use of the service is permitted.

You refrain from using the website for any unlawful purpose or purpose prohibited by this disclaimer. You agree not to use the website in a way that could harm the company's website or general activities.

### **In addition, you will take care to:**

- not to harass, abuse or threaten others or violate a person's legal rights
- violate no intellectual property rights of the company or any third party
- upload or otherwise distribute any viruses or other software that could damage another person's property;
- not to commit fraud
- not to publish or distribute obscene or slanderous material
- not to publish or distribute material that encourages violence, hatred or discrimination against a particular person or group
- not collect information about others in an unlawful manner

You accept that Papilium cvba may rely on third party services and "hosting partners" to provide the necessary hardware, software, storage space and the necessary network and related technologies necessary for the service to function.

It is possible that Papilium cvba, while using the service, sends "cookies" from the domain URL Website.

A cookie is a small file sent by an internet server to your browser, which registers on your computer's hard drive. Cookies are necessary to make the best use of the service. "

### **Links to other websites**

The Website may contain hyperlinks to third party content or to websites managed by third parties. Papilium cvba has no control over the content or other characteristics of those websites or web pages and cannot be held responsible for the quality or accuracy of the content or other characteristics of those websites. The operators of those websites are solely responsible for compliance with the laws and regulations that relate to the products and/or services that you offer on or through the site, including, but not limited to, regulations relating to consumer protection, distance selling, legislation on pricing, privacy, etc..

### **Reliability of information on the Website**

By using this website you acknowledge that the information and/or documents provided by Papilium cvba on the website are for information purposes only and should not be considered consultancy advice nor does it create a consultant relationship between you and Papilium cvba. Notwithstanding, Papilium cvba monitors the accuracy of the provided information, it is possible to ensure that the information on the website is no longer up-to-date. For specialist consultancy advice, please make an appointment with us.

The use of the website is only at your own risk. Papilium cvba hereby expressly renounces all explicit or implicit guarantees of any kind, including but not limited to the implicit guarantee of the suitability of the information for a particular purpose. Papilium cvba also offers no guarantee that the website will meet your needs or that the website will be uninterrupted, flawless or safe.

Papilium cvba also offers no guarantees regarding the reliability or accuracy, completeness or quality of any information on the website or otherwise obtained. By using the website you acknowledge that Papilium cvba is not or may not be held liable for errors, omissions, loss or damage caused by the use of the website, to the maximum extent permitted by law. Any damage to your computer or mobile device or loss of your data by using the website is at your responsibility.

Documents, information or other services received on or through this website may not be appropriate for your specific situation. The assessment of suitability is your sole responsibility. Papilium cvba does not guarantee certain results based on the use of the website, nor any business or financial results.

In this respect, customers' testimonials should be considered as results obtained for them. These testimonies only reflect the customer's experiences with Papilium cvba's services but do not provide any guarantee that future customers will have similar experiences and/or results with these services. The results of each of these customers are the result of a combination of different elements that provide a certain result.

## **Processing of personal data**

Some functionalities of our service may be subject to prior notification of certain personal data in order to ensure a smooth contact and/or to provide you with the correct information.

The user who communicates the personal data guarantees us that it is correct.

We respect the legislation on the processing of personal data. The personal information is provided by Papilium cvba in order to complete the tasks entrusted to it.

On simple written request, addressed to Papilium cvba 9830 Sint-Martens-Latem, Molenstraat 2 or by e-mail at the following e-mail address [hello@papilium.com](mailto:hello@papilium.com) You can take note of this data and you can have it adjusted and / or deleted if it is incomplete, incorrect or irrelevant (General Data Protection Regulation dd. 27 april 2016).

## **III. Intellectual property**

The design, content, layout, source code, programming, images, texts, graphics, photos, music, videos, images, data, databanks, software, names, slogans, animations, music trade names, domain names, trade-marks, logos and other elements of the Service are protected by intellectual property laws and belongs to Papilium cvba or to a third party.

All data sets of the service are subject to the legal protection of databases, both in terms of structure and content.

By browsing or consulting the Website, by subscribing or becoming a member, by downloading files or using the content of the Website, in any way, the User shall not become a holder of the rights mentioned above or similar rights to them in any way.

Papilium cvba hereby grants each user of the Service a non-exclusive, non-transferable and at any time revocable license to use the Site on a single computer, and the content of the Service, and, if necessary, to the download for the sole purpose of these content is available.

Reproduction of the content is permitted only under the following conditions: the user may print one copy of the content of the service for personal use only, provided that he does not modify the content in any way and that he retains all indications of copyright and origin of the Website.

With the exception of the above, it is prohibited, without prior written agreement of Papilium cvba, to store, reproduce, modify, disclose, distribute or transmit, sell or otherwise transfer the information and content offered on or through the service, or to grant any rights thereon to third parties.

The trade description under which Papilium cvba trades are protected as industrial property.

## **Declaration of infringements of intellectual property rights**

Papilium cvba aims at all times to respect intellectual property rights.

Holders of these rights may at any time inform Papilium cvba if they consider that Papilium cvba itself or a user of the service of Papilium cvba does not respect his or her right(s). This notification must be sent to the following address: Papilium , 9830 Sint-Martens-Latem, Molenstraat 2, or by e-mail at the following e-mail address [hello@papilium.com](mailto:hello@papilium.com)

Please indicate clearly the content protected by intellectual property rights and the URL of the data (s) on the website that has been(are) violated or infringed, as well as leaving sufficient information to enable us to contact you (address, e-mail address, telephone number).

## **IV. Liability**

### **Liability of the user**

The consultation and use of the Website, as well as downloading files of any kind and in any way, of the Website and its content, is always under the responsibility of the user, including liability towards third parties.

In case of misuse or otherwise for Papilium cvba or Papilium cvba-related companies harmful use of the website or violation of this disclaimer, The User shall be obliged to pay compensation. The user will also protect Papilium cvba against all legal claims and requirements, including legal costs incurred by third parties as a result of his actions.”

### **Liability of Papilium cvba**

Papilium cvba limited partnership is bound by an obligation of means and shall not be liable to you for any direct, indirect, incidental, or accidental, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, due to:

- Malfunctions, interruptions or errors in the electronic services or information obtained through the service;
- Viruses that, despite the precautions, appear on the Website;
- An error and / or negligence committed by employees and/or employees of Papilium cvba
- Fraudulent falsification of data by third parties due to unauthorised entry of the Website;
- Statements or behaviour of a third party on the Website;
- The impossibility to use the service;
- Unauthorised access to or modification of your transmission or data;

Although the owner will do his utmost to ensure that the Website is free of bugs, viruses, Trojan horses or spyware, these cannot be excluded.

Papilium cvba cannot be held liable for the damage and/or losses that would result from it, in particular as regards personal data. Therefore it is recommended that the user install firewalls, antiviruses and other necessary protection software in order to prevent any damage to his devices.

As far as the messages from third parties are concerned, Papilium cvba cannot be held liable in any way for the scabbard that would result from them, nor for any errors in their content, texts, photos, videos, messages or other data that appear in these messages are always the sole responsibility of the person who posted them.

## **V. Final Conditions**

Papilium cvba does not exercise any right or provision (arising) from these general conditions of use, this in no way means that Papilium cvba renounces that right or provision.

In case of one or more aspects of these General Terms and Conditions of Use are or do not appear to be wholly or partially enforceable, does not affect the validity and enforceability of the other provisions.

In case of a conflict between these Terms of Use and possible special conditions applicable to certain services provided Papilium cvba whether or not via the service, these special conditions will apply.

Belgian law applies to any dispute relating to or arising from this Disclaimer, as well as any disputes of any kind that may arise between you and Papilium cvba.