

www.ethel.eu

This is our disclaimer. It says what you can and can't do on our website. Truth be told, we're not a big fan of disclaimers. I mean, it's like these "We're not responsible for accidents"-plates on playgrounds. Remember those? Of course they're responsible. And so are we.

Disclaimer & Ethel bv

Disclaimer

Legally designed by

ethel

Updated:

May 2019



we create,
curate,
and design
the **legal**
industry.



Intro

The website www.ethel.eu
(hereafter: the "Website") is managed by:

Ethel BV (hereafter: "Ethel", "We" and "Us")
Heernislaan, 19
9000, Ghent
Belgium

Company number (VAT-BE) 0726.745.675

Email: contact@ethel.eu
Phone: 0032 9 320 0034

Feel free to contact us should you have any
related questions.

Ethel wants its Website to keep evolving with the aim of ensuring ease of use for its Users. We will at all times take into account the feedback of our Users. We are open to tips, remarks and questions concerning our services and we promise to react swiftly to every message we receive. Please do not forget to always mention all useful contact information, so that we can provide you with to-the-point answers.

Section

01

Introduction	04
Right of use	05

Section

02

Our obligations	06
Liability	08

Index

Section

03

Links to other websites	09
Privacy	09

Section

04

Intellectual property	10
Miscellaneous	11

We provide our Users with an extensive and reliable Website. The Website aims to inform Users about the services of Ethel. Ethel aims to make access to information easier for Users via its handy, user-friendly and safe Website.

The use of the Website goes hand in hand with certain rights and obligations as determined in these Terms of Use. The User is also expected to examine our Privacy Statement and all other rights and obligations that are clearly mentioned on the Website.

These Terms of Use apply to us, Ethel, as well as to the User. A "User" (hereafter also "You") within the meaning of these Terms of Use is anyone who visits and uses our Website in order to retrieve information.

Every User who consults and/or uses the Website, declares to be aware of the Terms of Use and

to accept the full implementation thereof. In that respect, Ethel urges every User to carefully study these Terms of Use prior to the use of the Website as well as in the event of any notified adjustments.

Anyone who uses our Website on behalf of a company or another legal entity is also personally bound to this agreement as User. This regardless of the existence of a separate agreement between Ethel and the company or legal entity in question.

Exceptionally, derogations to these Terms of Use are permitted insofar as these derogations are accepted by all parties and confirmed in writing. These derogations apply only to replace or complement the clauses to which they relate. They are without prejudice to the application of the other provisions in these Terms of Use.

**The use of
the Website
goes hand
in hand
with certain
rights and
obligations.**

20

Right of use.

ethel

The rights of use.

2.1 General

Every User has a limited, revocable and non-exclusive right of access, use and display of the Website, including the database and content (in short: right of use).

In no case does the User have the right to sell, republish, redistribute, license or in any other way transfer the Website and their content to a third party without the prior written consent of Ethel.

The User can terminate his right of use at any time and unconditionally by ceasing the use of the Website.

2.2 Limitations to the right of use

The right of use is limited in the sense that the User should refrain from any actions that have or could have a harmful impact on the proper functioning and safety of the Website and the other Users and/or on the use of the Website. The use of the Website may not be in violation of these Terms of Use, the applicable law, the rights of third parties and/or the generally accepted Internet code of conduct.

The following actions are absolutely prohibited:
 Using software programs that focus on the collection and acquisition of data. This includes spiders, crawlers, robots and similar software, but is obviously not limited to those listed.
 Using the Website and its data for spamming, chain letters, junk mail and/or similar variations.

Stalking other Users and/or trying to convince them of political and/or religious beliefs.
 The above enumeration is in no way exhaustive.

2.3 Measures

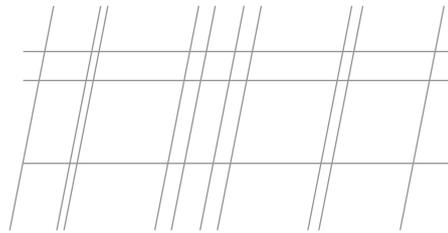
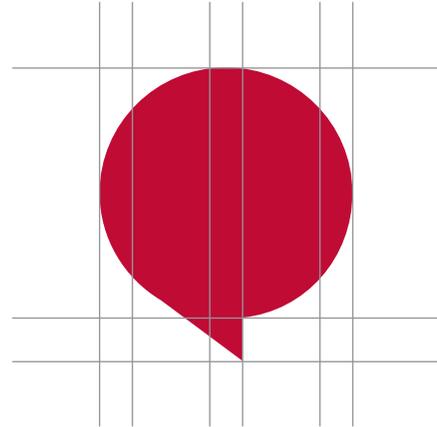
Ethel can take all necessary and reasonable measures when the User acts in violation of the Terms of Use, the applicable law, the rights of third Parties or general accepted rules of conduct of the Internet. Ethel preserves a large margin of appreciation to take punitive or remedial measures and to determine the scope of that measure. Measures will always be in proportion to the violation.

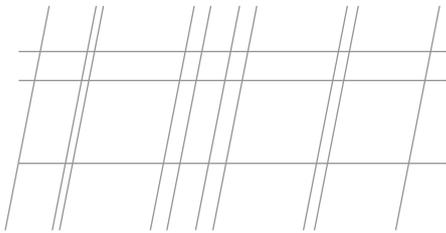
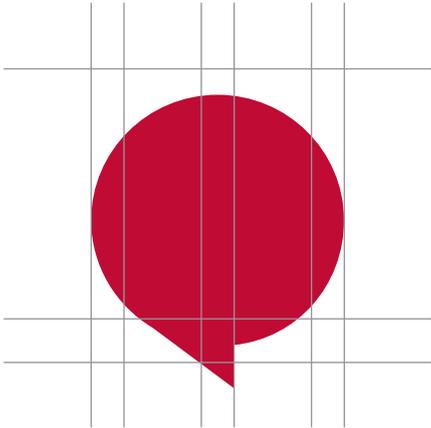
Ethel has the possibility to temporarily or permanently suspend the User's right of use. In addition, Ethel can limit the general access of the User to the functionalities on the Website, in part or completely and temporarily or permanently. When acquired by the situation, the abovementioned measures can be taken without prior warning. The User does not have the right to ask reimbursements or damages for measures taken. The User has no right to request a refund or compensation for measures taken. If the User finds that the measure taken is inappropriate or unfounded, he must bring this to the notice of Ethel within fifteen (15) calendar days after the action has been taken. Ethel will take these arguments into account upon assessment without being obliged to nullify the original measure(s).

Our obligations

You can be rest assured: we offer a user-friendly Website that is secure for every User.

- We take all reasonable measures that are necessary to ensure the proper functioning, safety and accessibility of our Website. This refers to both technical, non-technical and organizational measures. Yet, we cannot give any absolute guarantee in this regard, and one must consider our actions as an obligation of means.
- Every use of the Website is always at the User's own risk. This means that we can never be held liable for damages arising from malfunctions, interruptions, harmful elements or defects of the Website, regardless the existence of force majeure or an external cause. Ethel puts its Website "AS IS" and "AS AVAILABLE" at the disposal of the Users, which means without any explicit or implicit guarantee concerning the proper functioning, security and accessibility.
- Ethel can apply a temporary or permanent limitation of access to certain functionalities or a temporary or permanent restriction from the right of use, even without prior warning. In principle, we will only take such measures when justified by the circumstances. This is however no absolute





- Ethel takes all necessary and reasonable measures to ensure that the information presented on the Website is complete, correct, up-to-date and accurate. However, Ethel cannot give any guarantees with regard to the quality and completeness of the information on the Website. As a consequence, Ethel cannot be held liable for (direct and indirect) damages suffered by the User as a result of the information on the Website.
- In the event that certain content on our Website should entail an infringement of our Terms of Use, the applicable regulations and/or a violation of the rights of third parties, and/or simply is not acceptable, we ask you to notify us as soon as possible. We will act quickly to make sure the reported content is modified, supplemented or deleted (in part or completely).

Liability

Ethel is only liable for any imputed serious or repeated minor contractual and / or non-contractual breach caused in the performance of its obligations under these Terms of Use.

Ethel is only liable for any imputed serious or repeated minor contractual and / or non-contractual breach caused in the performance of its obligations under these Terms of Use.

Ethel is in no way liable for any indirect damages that arise from its shortcomings. Indirect damages certainly include any kind of consequential damages, lost profits, financial or commercial losses, increasing the overall costs, increased personnel costs, damages for loss of clients and/or potential. This list is only indicative and certainly not exhaustive.

Ethel is not liable for any kind of loss and/or damages on the part of the User or a third party as long as Ethel acts in accordance with its Terms of Use and its Privacy Statement. In addition, Ethel is in no way liable for the actions and the resulting damages caused by its Users and/or third parties.

Ethel does not exclude its liability in case of fraud or wilful misconduct on the condition that the fraud or wilful misconduct is attributable to Ethel.

If Ethel is prevented to fulfil all or part of its obligations to the other party due to circumstances beyond its control, there will be force majeure.

Force majeure is interpreted very broadly and also includes the acts of third parties. Ethel is in that case entitled to suspend its obligations for the duration of the force majeure.

In the event that the liability of Ethel is at stake as a result of a contractual or extra-contractual shortcoming imputable to User and/or Ethel suffers any damages, losses or costs (including costs for legal aid), the User has to take all necessary measure to indemnify Ethel against these adverse effects.

Links to other websites

The content of our Website can contain a link, hyperlink or framed link to external websites or other electronic portals. This does not necessarily mean that there is a connection between us and the external website, nor that we (implicitly) agree with the content of those websites.

We do not verify these external websites and we are not responsible for the secure and proper functioning of the link and the ultimate destination. The User who clicks on a link, leaves our Website. Ethel cannot be held liable for any damages arising from the consultation or use of the external website. These external websites may not offer the same guarantees as we do.

We recommend the User to carefully read the Terms of Use and Privacy Statement of these external websites. In principle, the User is free to put a link, hyperlink or framed link to our Website. We do, however, reserve the right to demand the deletion at any time without giving due cause.

Privacy

Ethel attaches great importance to privacy. That is why we want to inform our Users, to the fullest extent possible, about our policy concerning personal data. The User can be rest assured that Ethel takes the utmost care when processing personal data. Ethel guarantees that the processing and collection of personal data will at any time be done in accordance with the applicable privacy legislation, being the Law of 8 December 1992 regarding the protection of the privacy against the processing of personal data (the Privacy Law) on the one hand and the EU Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR) on the other hand.

Anyone who uses our Website will in most cases disclose certain personal information. Personal data are collected and processed to the extent that it is necessary for the proper functioning of the Website. The personal data are exclusively processed for internal use within Ethel, including statistical and marketing purposes. Ethel declares having taken all legal and technical precautions to avoid any unauthorized access and use. Providing incorrect or false personal data is considered to be a violation of the Terms of Use.

For more information about the guarantees with regard to the protection of your personal data, we kindly refer you to our Privacy Statement.

Intellectual property

Creativity deserves protection, and so does our Website and its content. This protection is provided by intellectual property rights which belong to all entitled parties, being Ethel and third parties. Content means the very broad category of photos, video, audio, text, ideas, notes, drawings, articles, etc.

All this content is protected by copyright, software rights, database right, design and model rights and other applicable (intellectual) property rights. The technical character of our Website is protected by copyright, software rights and database right.

The trade name Ethel, the related tag lines, logo(s), color combination and every trade name that we use on our Website ourselves are also protected by the applicable intellectual property rights. We ask our Users not to use and/or modify the intellectual property rights as described in this article, without the consent of the entitled party.

The User undertakes not to violate the intellectual property rights of Ethel or any other party in any way. Ethel can in no way be held liable should the User violate the intellectual property rights of third parties. Possible factual or legal consequences are thus fully for the account of the User.

Miscellaneous

Ethel is free to modify, expand, limit or terminate the Website at all times.

The use of this right requires no prior notice and does not give rise to a compensation.

The nullity or invalidity of (a part of) a provision of these Terms of Use does not affect the applicability of the remaining provisions. The disputed provision is considered to stand alone.

Ethel has the right to replace the provision by a valid provision of similar purpose. The use of (sub-)titles in the Terms of Use has a purely illustrative value.

These Terms of Use are exclusively governed and interpreted in accordance with Belgian law.

In case of dispute concerning the validity, interpretation, enforcement and performance of these Terms of Use, parties are committed to resolve disputes as much as possible in mutual consent.

If no amicable solution can be achieved, the dispute will be submitted to a center for arbitration and mediation (such as CEPINA) or a competent court.

Disputes fall under the competence of the courts of the judicial district Ghent or Hasselt.



Legally designed by

ethel

Heernislaan 19,
B-9000 Ghent
BELGIUM
003293200034
legal@ethel.eu

BE 0726.745.675

Disclaimer