

## **CORPORIFY WEBSITE – TERMS OF USE**

This website [www.corporify.com](http://www.corporify.com) (hereinafter the “Website”) is owned and exploited by Corporify CV, a company incorporated and existing under the laws of Belgium, having its registered office at Belgium, B-1020 Brussels, Esplanade 1 / box 23, with enterprise number 0633.855.705 (hereinafter “Corporify”). Any reference in these Terms of Use to “we”, “us” or “our” will be meant to designate Corporify.

By browsing this Website and using the online services offered through this Website, visitors/users (hereinafter “Users”) consent to these Terms of Use, as well as to our Privacy and Cookies Policy <https://www.corporify.com/privacy-policy/>. We therefore strongly recommend all Users to carefully read these Terms of Use before further browsing the Website or using the online services offered through this Website. If Users do not agree to the terms of these Terms of Use, they should not make any further use of this Website.

For the avoidance of doubt, nothing in these Terms of Use shall be deemed to affect Users’ legal rights under applicable mandatory law provisions.

### **1. Use of this Website**

1. Users may not use this Website or anything on this Website for unlawful or commercial purposes. They may only use this Website for the purpose of purchasing the products that are offered, or for obtaining information when contemplating such purchase.
2. Users may browse this Website without creating an account. However, in order to order and buy products on this Website, Users will have to log in. When creating a user account, Users should always provide complete and accurate information, and take all necessary measures to maintain the confidentiality of their personal data (in particular their login and password).
3. Users may not use a third party’s personal account without such party’s prior express consent. Each User is solely responsible for all activities and actions that take place through his/her personal account, even in case of unauthorized use by a third party of his/her login-data. Users should immediately inform us when they become aware of, or suspect, any unauthorized use of their account (see contact details in Clause 10). They will nevertheless be held to fulfil all commitments resulting from such use.
4. Users shall not use any software or other (technical or other) means to monitor or copy the Website (or any part of it) or its content, to disturb, disrupt or hinder the proper functioning of the Website (e.g. by means of computer viruses), to purposely overload the Website or to disturb its effectivity or functionality. It is equally prohibited to upload, post or send any content of an obscene, insulting or defamatory nature on or through the Website, or any other content that could cause unnecessary harm or distress, or that would infringe upon the rights of others.
5. Any unauthorized use of this Website, contrary to the applicable legislation or to these Terms of Use, shall automatically entail the loss of the right to further use this Website, and may be prosecuted and sanctioned.

### **2. Liability**

1. This Website is intended to provide information to our (potential) web shop customers. We do everything we can to ensure that the information offered on the Website is complete, accurate, and up to date, and to ensure the functionality and security of the Website, in particular by taking all necessary technical measures. This Website, and all information offered on this Website, is however made available “as is” and is not meant to provide personal advice to any of its Users. Any use of such information is therefore at Users’ own risk. 2 Despite our continuous efforts, mistakes or irregularities may appear. If any information on the Website would contain such errors, or if any information on the Website would be unavailable due to mistakes or technical errors, we thank our Users for informing us hereof (see contact details below) and we will endeavor to correct these errors or irregularities as soon as possible. We will not be liable for any harm caused by the improper functioning of the Website or the content placed on the Website, and such to the broadest extent allowed under the applicable law. In any case and without prejudice to the foregoing, we will only be liable for direct damages and shall in no event be liable for any consequential, punitive, special exemplary or liquidated damages or indirect damages, such as, but not limited to, loss of income or profit, loss of production, loss of market share or goodwill or pure financial loss.
2. We do not bear any responsibility for actions, failures to act or deletions made by third parties (including opinions and messages posted by Users) on, or in relation to, this Website or the products offered on this Website. Users may inform us of any misconduct by any other User of this Website, by our advertising

partners, or by other contractual partners. We reserve the right to examine such complaints and to take all necessary steps, at our own discretion.

3. In no case and without prejudice to Clause 2.1 and 2.2., shall we incur any liability for loss or damages resulting from events, occurrences, or causes beyond our reasonable control (“Events of Force Majeure”). Such Events of Force Majeure include - without limitation - acts of God, sector strikes, lockouts, riots, acts of war, earthquakes, floods, fire and explosions, governmental acts, telecom or Internet breakdowns, bugs in third party software, and any delay or failure to deliver caused by any of our contract partners, which is beyond our own reasonable control.
4. Without prejudice to the other provisions of this Clause 2, the Website highlights certain issues and is not intended to be comprehensive or to provide legal advice. Nothing on this Website shall be considered legal advice and no attorney-client relationship is established.

**3. Maintenance / updates**

We shall make all reasonable efforts to maintain and update this Website. Of course this means that the Website will be subject to maintenance / correction of errors from time to time. We cannot guarantee continuous access to the Website and Users shall not have any right to compensation in case they cannot use (part of) the Website as a result of a technical fault, malfunction and/or temporary interruption or withdrawal of the Website.

**4. Links from / to third party websites**

1. The Website may contain links to third party websites. We have no control over the content of such websites and cannot be held responsible for the content, functioning, or data protection compliance of such third party websites, nor for posts or messages that are published by users of discussion platforms or mailing lists that are accessible through this Website. In case of any damage resulting from visits to a third party website, only the author/owner of such website may be held responsible.
2. It is also possible that third party websites contain a link to this Website. This does however not imply that we have any control over (the content of) such websites. We can in no event be held liable for the content, functioning, or privacy policy of such third party websites. It is in any event prohibited to place deep links to this Website or to frame this Website on a third party website.

**5. Intellectual property rights**

1. This Website is protected by copyright. It is intended for use by its Users as part of their ordinary business and commercial activities, who are prohibited from reproducing any web pages other than by downloading and viewing of information on one single computer, and/or printing of a single hard copy. Neither are Users allowed, without our prior written permission, to reproduce, distribute or make this Website available through a network, or to frame this Website on another web page.
2. All texts, images, photos, logo’s, trade names and trademarks mentioned on this Website, as well as the software used in the operation of the Website, are protected by virtue of registered or unregistered intellectual property rights, owned by us or by one of our contractual partners. Users shall not (re)use or reproduce such protected content in any way, or remove or adapt any such protected content in any way, without the prior written consent of the relevant right holder.
3. While making use of the specific services offered through this Website, and for these purposes only, Users will receive a limited, non-exclusive and non-transferrable, personal license to use the protected content, in accordance with our instructions and in conformity with these Terms of Use.

**6. Privacy and cookies – protection of personal data**

1. This Website uses cookies to help make it more useful and reliable. By browsing or using this Website, Users agree to the placement of these cookies on their computer or device.
2. Users agree to the collection and processing of their personal data submitted through their registration on this Website, in accordance with the applicable legislation and with our Privacy and Cookies Policy, which can be consulted through the following link <https://www.corporify.com/privacy-policy/>.
3. By further using the Website, Users acknowledge being informed of these policies and consent to the content hereof.

**7. Amendments**

1. We reserve the right to amend these Terms of Use from time to time. These changes will be announced on the homepage of the Website for ten (10) days after they have entered into force, such that Users will be informed of such changes by their visit/use of the Website. They will enter into force on the day on which they are first implemented on the Website. When Users continue to use this Website (or any part of it) after such change has taken place, they are deemed to have agreed to the amended Terms of Use.

2. These Terms of Use were last amended on December 10, 2019.

**8. Severability**

Whenever possible, the provisions of these Terms of Use shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms of Use are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms of Use shall remain in force and effect as if such invalid, illegal or unenforceable (part of a) provision had never been contained herein. Moreover, in such event, the invalid, illegal or unenforceable (part(s) of) provision(s) shall be amended and/or substituted in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).

**9. Applicable law and jurisdiction**

1. All disputes concerning the validity, interpretation, enforcement, performance and termination of these Terms of Use shall be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to be applicable, without prejudice to any applicable provisions of mandatory law.
2. All disputes concerning the validity, interpretation, enforcement, performance and termination of these Terms of Use which cannot be resolved through good faith discussions, shall be submitted to the exclusive 4 jurisdiction of the Brussels courts, without prejudice to any applicable provisions of mandatory law that would determine otherwise.

**10. Contact**

In case of any questions, problems or complaints relating to the content or use of this Website, Users may contact us directly by mail at B-1020 Brussels, Esplanade 1 / box 23, or by sending an e-mail to [info@corporify.com](mailto:info@corporify.com)