

UBENCH INTERNATIONAL NV

Terms of use of the website/the platform

Version d.d. **/**/2018

The English translation of the Terms of use is purely informative. In case of a dispute, only the Dutch version of the Terms of use will be applicable.

These terms of use (hereinafter “Terms of use”) govern the use of the website and/or the platform of the limited liability company “**UBENCH INTERNATIONAL**”, with its registered office at Antoine Coppenslaan 27 box 3 – 2300 Turnhout, and registered in the register of the legal entities of Antwerp, division Turnhout known by the VAT number BE 0860.448.495 (hereinafter “UBench”, “we” or “us”), as well as all services provided through the website and/or the platform.

The Terms of use include provisions which exclude or considerably restrict our responsibility as well as other important provisions we would like to inform you about.

Should you disagree with the Terms of use, or shouldn't you have the authorization to accept or recognize these Terms of use, you will not be entitled to proceed your visit to and/or use of the Website (defined below) and/or the platform and you will need to cease your current visit/use immediately.

1/ Management of the website and the platform

The website (<http://www.ubenchinternational.com/>) as well as the platform accessible through the website (hereinafter the “Website”) is governed by UBench.

2/ Acceptance of the Terms of use

Every use of the Website implies an express and unconditional acceptance of the Terms of use by yourself and all other persons which you are (legally) representing.

By visiting the Website an agreement is concluded between yourself (as well as the person which you are representing) and UBench. The term “persons” refers to every natural person as well as every entity with or without legal personality.

Your visit to or use of the Website entails your explicit confirmation that you are authorized to accept the Terms of use, in your own name as well as in the name of the persons you are representing.

We reserve the right to amend the Terms of use, at all times and for any reason, without prior notification or obligation to justify those modifications towards whoever is visiting/using the Website/platform.

The most recent Terms of use will be applicable to each visit to the Website. Therefore, upon every visit to the Website you will need to check the date of the Terms of use in order to check whether there is a new version in force.

3/ Property rights and authorized use of the Website

The Website and all information (such as for example but not restricted to: text, illustrations, video's and audio), images, logo's, icons, software, designs, applications, spreadsheets, models, data and other elements available on or through the Website, are and remain our or our licensors' property. Your use of the Website does not grant you any property rights, neither any other right on the Website and/or its content.

The Website may only be used in the way as explicitly described in the Terms of use. In addition, the Website can only be used for legal purposes and supported by a SSL-web browser software which is commercially available.

To the extent this does not include any confidential information (including personal data) the content of the Website can be copied, reproduced, re-issued, downloaded, sent, transmitted, indexed, cataloged and diffused, in whole or in part in any way enhancing the notoriety of the Website and UBench, including through social media, however only to the extent each display consists of a clear indication of the Website as the source. UBench reserves the right to terminate this use by its clients and/or third parties at any time, without obligation to provide a motivation in this regard.

The right to use the Website will be granted to you under the condition that you are not modifying the content of the Website, that you preserve the indication of copyrights, trademarks and other property rights and that you approve all conditions, provisions and notifications accompanying the content of the Website or in any other way indicated on the Website.

With regard to the materials available on the Website for download, display and/or other use, all license conditions, applicable terms and notifications must be respected.

Non-compliance with those conditions, terms and notifications on the Website and/or abuse will automatically lead to termination, without prior notification, of all rights which have been granted to you. In this case you will need to immediately destroy all originals or copies of the downloaded materials in your possession or under your authority. On first request of UBench you must deliver proof of this destruction. Despite the limited consent for the use of the content of the Website, UBench does not grant you an explicit or implicit right covered by any patent-, trademark-, copyrights or any other (intellectual) property right.

4/ Hyperlinks and/or reference to other websites

On certain parts and under some sections of the Website, the Website can contain hyperlinks or other references to the content of other websites of third parties. UBench is not responsible for the quality, accuracy and/or completeness of the (content) of the websites of third parties. UBench can never be considered as an authority which approves, publishes or allows the (content of) the websites of third parties. The administrators of those websites are exclusively responsible for the compliance with applicable laws and regulations.

5/ Privacy Statement

Personal data which is provided to us or which we collect with regard to the Website will exclusively be used in accordance with our privacy statement, as published on the Website ([add hyperlink to the privacy statement](#)).

6/ Rejection, exclusion and restriction of responsibility, waiver of rights and indemnification

UBench is not responsible for the content and the use of the Website. Therefore following provisions apply to every visit or use of the Website.

(i) Information on the Website

UBench does not guarantee the correctness, completeness or timeliness of the information on the Website. The information on the Website can contain technical inaccuracies and typing errors. UBench does not accept any responsibility (and therefore explicitly excludes any responsibility in this respect) with regard to the retention of information on the Website concerning its timeliness, correctness and completeness. Therefore, you will always need to verify the correctness and completeness of the information on the Website, before taking any decision with regard to any service, any product or other case available on the Website.

UBench does not guarantee that it will solve reported problems, even when UBench provides the information with regard to the solution of the problem.

(ii) Use of the Website

The Website is made available “as is”, without explicit or implicit guarantee of any kind. To the extent possible under the applicable law and without being restricted to the following list, UBench as well as any affiliated companies, exclude responsibility for: offers, warranties, circumstances, warranties of non-violation, merchantability, suitability for a specific aim, performance, sustainability, availability, accuracy, completeness of the Website. The use of a particular method, particular market practice or common use of the Website does not (in any way) create offerings, warranties and/or specific conditions for the use of the Website.

You are responsible for obtaining, processing and maintaining all computers, hard – and software, internet services and all other equipment and/or services which are necessary for the use of the Website.

The internet is not a safe medium, can be interrupted and/or be subject to (in)voluntarily violation of security and privacy. The availability of the Website can be affected by multiple factors, beyond the control of UBench. It is possible that the Website will not continuously be safe or privately accessible.

UBench and any affiliated companies are not responsible towards you or any other person for the loss and/or damage you or other persons will suffer as a result of a failure or refusal by UBench to respond to a message provided to it via the Website or via e-mail. UBench and any affiliated companies also exclude the responsibility with regard to non- or late receipt, processing and/or acceptance of such messages. Neither will UBench or its affiliated companies bear any responsibility with regard to operational failure, malfunctioning, interruption, change, modification or closure of the Website and/or e-mail services.

Without prejudice to the aforementioned UBench and any affiliated companies do not guarantee that:

- The Website is compatible with your computer, peripherals and software;
- The Website will be available, will function without interruption, will be free of errors or that all errors will be corrected;
- The Website will meet your requirements;
- The information on the Website, or the information which can be obtained via the Website, will be accurate, complete, in the correct order or available on time;
- Some or particular results will be available via the Website;
- The use of the Website (including browsing and downloading of information) will be free of viruses, ‘Trojan horses’, ‘bugs’ and/or any other destructive or harmful elements; or
- The use of the Website will not violate rights (including intellectual property rights) from any other individual.

UBench and any affiliated companies reject responsibility on all aforementioned cases, in the widest sense possible under the applicable law.

(iii) Exclusion of responsibility

UBench and any affiliated companies will not (except for serious mistakes or deception) be responsible towards you or any other person for any loss (e.g. loss of production, loss of earnings or loss of profits (actual or estimated), market loss, economic loss, special, incidental, direct or indirect deviated loss or damage) either on the basis of contractual or extra-contractual responsibility or any other legal basis deriving from, relating to or dealing with the use of the Website by yourself or any other person regardless of negligence, mistakes or violation by UBench and any affiliated companies, and regardless whether UBench and/or any affiliated companies are notified about the possibility that you or any other person could suffer such loss or damage.

(iv) Waiver

Hereby you perpetually waive all rights, claims, complaints, requirements, actions, measures, responsibility claims, obligations, legal interest rates, costs and compensations of any nature (list without being restricted), which may have arisen in any known or unknown way, and which relate to the use of the Website and this in relation to UBench and any affiliated companies.

(v) Indemnification

You will defend and indemnify UBench and any affiliated companies with regard to all responsibilities, expenses, costs, including all reasonable legal costs and expenses without limitation, which arose with respect to UBench and any affiliated companies in the scope of any damage claim or requirement deriving or relating to your use of the Website.

You will cooperate in good faith with UBench and any affiliated companies in the defence of any claims. You will provide full participation with regard to requests for advice and information to be provided by UBench or its affiliated companies in oral or written form.

7/ Termination of your right to use the Website

You will no longer be entitled to use the Website when violating the present Terms of use.

UBench is entitled at any time and at its discretion to:

- Change the Website fully or partially and temporary or permanently deactivate the Website; or
- Restrict and temporarily or permanently terminate your authorization to use the Website and this, without prior notice and without obligation to indemnify you or any other person.

Should the use of the Website be terminated either by UBench, yourself or the person you represent, then:

- The Terms of use will remain applicable to all agreements which exist on that particular moment between UBench and yourself and/or any other person you represent; and
- UBench is entitled to continue to use and communicate your personal information in accordance with the privacy policy of UBench, as made available on the Website ([add hyperlink to the privacy policy](#)).

8/ General provisions

If one or more provisions of the Terms of use are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of the Terms of use shall remain in full force and effect.

These Terms of use are exclusively governed by and construed in accordance with Belgian law.

Any dispute concerning the Terms of use which may arise, shall be submitted to the exclusive jurisdiction of the courts of the registered office of UBench.