

DISCLAIMER

1. Identity and contact details of KLANT

1.1. The website available at the address <http://capyx.be> (hereafter: the 'Website') is operated by and is the property of **Capyx**, with business number [•] and with registered office at **Square Eugène Plasky 92-94, 1030 Schaerbeek** (hereafter: '[•]', 'we' or 'our').

1.2. Information and details of KLANT:

Legal form:	SA
Company name:	Capyx
Trade name:	Capyx
Registered office:	0541 566 044
VAT number:	BE0541 566 044
Telephone number:	02 880 00 90
E-mail:	info@capyx.be
Hyperlink(s) Website:	http://capyx.be

2. Applicability of these user conditions

2.1. These terms and conditions are solely applicable to the use of the Website. The current terms and conditions do not in any way whatsoever cover the usage policies in effect at other service providers that you may make use of on or via the Website.

2.2. Before you may use (the services of) the Website, you must explicitly, fully and irrevocably state your agreement with the (application of) these user conditions by clicking the 'ok' button. The text of these terms and conditions of use can be viewed at any time under 'Terms and Conditions of Use - Disclaimer' on the Website.

2.3. Any nullity or inapplicability of one or more provisions in these terms and conditions of use shall not result in the nullity of the whole of these terms and conditions.

2.4. **Capyx** retains the right to amend these terms and conditions at any time. Changes shall be announced on the Website and/or via electronic means. Continued use of the Website shall be considered as acceptance of the new terms and conditions. These terms and conditions were updated on **21/02/2019**.

2.5. These terms and conditions of use remain applicable without prejudice to any application of imperative legal provisions to protect consumers (specifically the relevant provisions in the Belgian Code of Economic Law (CEL)).

3. Conditions of use

3.1. Information and content on the Website

- 3.1.1. **Capyx** endeavours to ensure that the information on the Website, i.e. all of the data and information in the broadest sense, including photos, films, text, etc. is accurate, complete and up-to-date. Despite our best efforts, however, there may be inaccuracies for which **Capyx** cannot be held liable.
- 3.1.2. **Capyx** cannot exclude the possibility of malfunctions, interruptions or technical errors which may limit or prevent access to the Website.
- 3.1.3. The information on this website is of a general nature and is indicative, does not apply to personal or specific circumstances, cannot be regarded as personalised advice or a contractual (results) undertaking and cannot give rise to compensation or the termination of the contract with **Capyx**. The information on the Website is available in the condition in which it is viewed without any guarantees being made in this regard. The use of the Website and the information on the Website is therefore solely at the user's own risk and responsibility. You acknowledge and accept that the obligations of **Capyx** in relation to the functioning and content of the Website are only an obligation to perform to the best of (one's) ability.

3.2. Your obligations

3.2.1. You must have a sound, stable internet connection and operable hardware and software that is suited for the Website (and its services). You must also have sufficiently adequate and updated antivirus, antispyware, and firewall protection on your systems.

3.2.2. If **Capyx's** systems or those of its appointees, subcontractors, external suppliers or service providers and/or other users should be damaged due to the exchange of computer viruses or other hazardous files, you are solely, fully and completely liable with respect to **Capyx** and you shall fully indemnify **Capyx**, in terms of principal sum, interest and (legal) fees, against any claims by third parties (including appointees, subcontractors, external suppliers or service providers and users of **Capyx**) who may suffer damage as a result.

4. Processing personal data

Capyx shall ensure your privacy and proceeds in accordance with the provisions of the applicable privacy regulations. For more information about the processing and protection of your personal data on or via the Website, you can consult the privacy policy on: www.capyx.be/privacypolicy.

5. Liability

5.1. **Capyx** is in no way liable for:

- the quality, completeness, accuracy, suitability or form of the information on or generated by the Website or other (external) websites or applications that can be accessed via (permitted) hyperlinks on the Website;
- any decision made or process created by you on the basis of the information on the Website;
- any malfunctions, interruptions, technical errors, incorrect technical manoeuvres, prohibited interventions (in other words: hackers), viruses, etc. on the Website;
- (the functioning and/or availability of) software and/or applications from third parties or the consequences in relation to downloading from and/or using the Website;
- indirect damage or subsequent damage (including but not limited to time losses, lost opportunities, lost of profits, loss of income, emotional damage, etc.);

- incidents of force majeure;
- minor errors that are not deliberate or grievous errors that equate to wilful deception.

5.2. **Capyx** shall not be obliged to pay compensation severally or in solidum with third parties.

6. Intellectual property

6.1. The Website, elements thereof and all information and/or content thereupon, linked to and/or generated by the Website, including but not limited to all texts, images, logos, graphics, formulas, video files, audio files, HTML-codes, software, databases, the design or any other creation, content or information on or related to the Website, are the exclusive intellectual property of **Capyx** or its licence providers and may only be reproduced or disseminated to the public after explicit, written and prior permission has been provided by **Capyx** or its licence providers.

In other words, at all times (including after termination of the contract with **Capyx**) the Website (or components thereof), including all information related to or generated by the Website and/or the content of the Website, may not be reproduced or shared with the public in any way, without the express, written and prior permission of **Capyx** or its licence providers..

6.2. Nothing in these terms and conditions may be interpreted as being a licence for or a transfer of the intellectual property rights of **Capyx** to you.

6.3. You acknowledge and accept that the services provided on the Website may use specific open-source software or freeware under licences which could include provisions that take precedence over these conditions.

6.4. You acknowledge and accept that information or the content on the Website could be protected by the intellectual property rights of third parties. You hereby state your willingness to respect this and to indemnify **Capyx** in terms of principal sum, interest and (legal) fees against any violations of the intellectual property rights of third parties made by you in this context.

7. Complaints

Complaints arising as a result of the Website or the application of the current conditions can be reported to **Capyx** via e-mail to info@capyx.be.

8. Applicable law and competent courts of law

All disputes regarding the interpretation or application of these terms and conditions or arising as a result of any use of the Website shall be subject to Belgian law and shall fall under the exclusive jurisdiction of the courts of Brussels, unless the law stipulates the competence of other courts..

9. Contact details Capyx

For further information, comments or complaints, the user can contact **Capyx** on the details below:

Address: Square Eugène Plasky 92-94, 1030 Shaerbeek

E-mail: Info@capyx.be

Telephone number: 02 880 00 90

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