

## BELGAN BV WEBSITE

### Standard Terms and Conditions Use of Website

Last updated: October 2023

#### 1. Introduction.

BELGAN is a company name and brand owned by BELGAN BV and BELGAN GROUP BV (hereinafter referred to as "BELGAN", "we", "our" and/or "our").

BELGAN BV with registered seat at Westerring 15, 9700 Oudenaarde, BELGIUM, Company number/VAT BE 0477.511.994 is the owner and responsible party of this Website: belgan.com ("Site") and the webforms or portals on the Site, if any.

These Website Terms and Conditions (these "Terms" or these "Website Terms and Conditions") contained herein on this webpage, shall govern your use of this Site, including all pages within this Site (collectively referred to herein below as this "Site"). These Terms apply in full force and effect to your use of this Site and by using this Site, you expressly accept all terms and conditions contained herein in full. These Terms also apply to the use of the BELGAN Site(s), in addition to the specific conditions published on the Site" by the user (hereafter referred to as "the user", "you" and "your"), if any. You must not use this Site, if you have any objection to any of these Website Terms and Conditions.

This Site is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Site if you are a minor.

#### 2. Scam communications

Phone calls, letters, emails, and texts from scammers/ fraudsters can seem legitimate and convincing so it is important you stay vigilant and be careful with anything suspicious.

If you receive any communication purporting to be from BELGAN or any of our group companies, members of our board of directors or management team, or employees about which you are uncertain or suspicious, do not respond and particularly do not provide personal data.

you can forward any suspicious communication to [privacy@belgan.com](mailto:privacy@belgan.com) and we will investigate it.

#### How to keep yourself secure?

Scams typically seek to lure you into paying money on the basis that you have an outstanding debt. This activity is a common and recognized fraud.

Stay alert when someone you do not know contacts you – no matter who they claim to be. Often fraudsters will claim they are from BELGAN, or they will claim to be a third party appointed to represent BELGAN, then trick you into transferring money to a fake account.

If someone calls asking for your personal details and you do not believe it is from BELGAN, end the call. Then call BELGAN back at: +32 55 33 22 11.

Watch out also for social engineering via e-mails, such as phishing. Phishing is a common scam involving emails and fake websites that try to trick people into disclosing sensitive information.

#### 3. Social media channels disclaimer

Media posted on our social media channels and/or our Site is intended for a general overview and discussion of the subjects dealt with and does not create a contractual relationship. It is not intended to be, and should not be used as, a substitute for taking advice in any specific situation. We will accept no responsibility for any actions taken or not taken based on this publication. All videos, podcasts or any other media published by us remain our copyright and all rights are reserved.

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#### 4. Intellectual Property Rights.

BELGAN, or the relevant owner, retains all rights (including copyrights, trademarks, patents, logos, pictures, images text, graphics, computer code as well as any other intellectual property right and proprietary rights therein) in relation to all information provided on this Site, all such rights are reserved. Permission is given for the downloading and temporary storage of one or more of these pages for the sole purpose of viewing them on a stand-alone personal computer or monitor. Permanent copying or storage of any of these pages (or any part thereof) or the re-distribution thereof by any means is not permitted. For the rest, you may not copy, download, publish, distribute, or reproduce any of the information provided by BELGAN in any form without the prior written consent of BELGAN or the appropriate consent of the owner. You are granted a limited right of use only, subject to the restrictions provided in these Terms, for the purpose of viewing the material contained on this Site.

#### 5. Restrictions.

you are expressly and emphatically restricted from all the following:

- publishing any Site material in any media.
- selling, sublicensing and/or otherwise commercializing any Site material.
- publicly performing and/or showing any Site material.
- using this Site in any way that is, or may be, damaging to this Site.
- using this Site in any way that impacts user access to this Site.
- using this Site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Site, or to any person or business entity.

#### 6. No warranties.

This Site is provided "as is," with all faults, and BELGAN makes no express or implied representations or warranties, of any kind related to this Site or the materials contained on this Site. Although BELGAN attempts to provide accurate, complete, and up-to-date information, which has been obtained from sources that are considered reliable, BELGAN makes no warranties or representations, express or implied, as to whether information provided is accurate, complete or up to date. BELGAN provides the documentation or information on its Site, on a purely indicative and informative basis, to be of assistance to its clients and business partners. Nor BELGAN nor any of its officers or directors accept any responsibility or liability whatsoever for the information supplied in this documentation. The information provided in this Site should not be used as a substitute for any form of advice. Decisions based on this information are for your own account and risk. The use of such information is entirely at your own risk and BELGAN accepts no responsibility or liability for the content, use or availability of such information.

You should not send us any confidential information in response to this webpage. Such responses will not create a contractual relationship, and whatever you disclose to us will not be confidential unless we have executed a written engagement agreement. The material on this website may not reflect the most current developments. The content and interpretation of certain matters addressed herein is subject to revision. We disclaim all liability in respect to actions taken or not taken based on any or all the contents of this Site to the fullest extent permitted by law. Do not act or refrain from acting upon this information without seeking professional advisory.

#### 7. Limitation of liability.

In no event shall BELGAN, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Site, whether such liability is under contract, tort or otherwise, and BELGAN, including its officers, directors and employees shall not be liable for any

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indirect, consequential or special liability arising out of or in any way related to your use of this Site. Neither BELGAN nor any of its directors, officers agents or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if BELGAN is advised of the possibility thereof) arising in any way from, including but not limited to, (i) the provided information, (ii) claims of third parties in connection with the use the provided information. The exclusion of liability is also made for the benefit of directors and employees of BELGAN.

#### **8. Indemnification.**

You hereby fully indemnify BELGAN from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

#### **9. Severability.**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid, and such provisions shall be deleted without affecting the remaining provisions herein.

#### **10. Variation of Terms.**

BELGAN is permitted to revise these Terms at any time as it sees fit, and by using this Site you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Site.

#### **11. Assignment.**

BELGAN shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### **12. Entire Agreement.**

These Terms, including any legal notices and disclaimers contained on this Site, constitute the entire agreement between BELGAN and you in relation to your use of this Site, and supersede all prior agreements and understandings with respect to the same.

#### **13. Data Protection and Cookies**

BELGAN refers to the [Corporate Data Protection Statement](#) and [Cookie Statement](#) published on this Site for more information about data protection.

#### **14. Governing Law & Jurisdiction.**

These Terms will be governed by and construed in accordance with the laws of Belgium, and you submit to the exclusive jurisdiction of the competent courts located in Ghent, Belgium for the resolution of any disputes.