

GENERAL TERMS OF USE - EXPERTYM

PERSONAL DATA

Expertym processes personal data in the context of the use of the website <https://www.expertym.be>, in accordance with applicable regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council 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”).

You are invited to consult Expertym’s **Privacy Policy** and **Cookie Policy**.

GENERAL TERMS OF USE

The use of the website <https://www.expertym.be> (hereinafter the “Website”) is subject to the following terms. By using the Website, the user (hereinafter the “User”) expressly and unconditionally accepts these terms.

I. RESPONSIBLE COMPANY

The Website is owned by the private limited liability company EXPERTYM, with registered office at **Avenue de Tervuren 84, 1410 Waterloo**, registered with the Crossroads Bank for Enterprises under number 0627.781.129 (hereinafter “Expertym”).

The publishing director is Expertym’s director, Mr Federico Chabert.

The Website is hosted by Amazon Web Services EMEA SARL, a company governed by Luxembourg law, with registered office at Avenue John F. Kennedy 38, 1855 Luxembourg (Grand Duchy of Luxembourg), registered under number B186284, and having a branch office at Avenue des Arts 27, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number 0684.612.340.

II. CONTACT

For any request relating to the use of the Website, the User may contact Expertym:

- by post: **Avenue de Tervuren 84, 1410 Waterloo**
- by email: info@expertym.be.

Messages sent via the internet may be intercepted on the network. Until they reach us, their confidentiality cannot be guaranteed.

III. OWNERSHIP RIGHTS, IN PARTICULAR INTELLECTUAL PROPERTY RIGHTS

The domain name of the Website, as well as its structure, content and functionalities — including texts, forms, tools, interfaces, logos, software, animations, photographs, music, videos, databases, source codes, trademarks, designs, layouts, fonts, illustrations, graphics, logos, creations and overall visual appearance (hereinafter the “Elements”) — are and remain the exclusive property of Expertym.

All Elements are protected by copyright, trademark law, patent law and, more generally, intellectual property rights.

Trademarks and logos displayed on the Website are registered trademarks. Their display does not grant any licence or right of use and they may not be used without the prior written consent of their owner.

The information available on the Website may be downloaded, reproduced and printed provided that:

- it is used solely for personal, non-commercial purposes;
- it is not modified;
- all copies include Expertym’s copyright notice.

Any other use of the Elements is strictly prohibited without Expertym’s prior written consent.

In particular, the User is not authorised to:

- modify, commercially exploit, rent, sell, distribute or create derivative works based on the Elements;
- create a hyperlink to the Website.

IV. LIABILITY OF EXPERTYM

Expertym, its directors, shareholders, agents and employees are subject only to a best-efforts obligation regarding the accessibility and functionality of the Website.

Expertym cannot be held liable for any direct or indirect damage arising from the use of the Website, its content or the internet network, including viruses, service interruptions or damage to the User's equipment.

Expertym reserves the right to modify, suspend or permanently discontinue access to all or part of the Website at any time and without prior notice.

Expertym provides no explicit or implicit guarantee regarding the information or tools available on the Website (including standard lease agreements, appointment forms, price simulators, etc.). The User remains solely responsible for their use.

Expertym is not responsible for the content of third-party websites or applications accessible via hyperlinks. The User uses them at his own risk.

Should Expertym's liability nevertheless be established, it shall in all cases be limited to a maximum amount of **EUR 1,000.00**, except in cases of wilful misconduct and, where the User is a consumer, gross negligence.

V. USER OBLIGATIONS

The User is solely responsible for the proper functioning of his equipment and for the use of the Website. The User undertakes not to use the Website for unlawful, inaccurate, defamatory or commercial purposes.

The User undertakes to indemnify Expertym against any liability arising from a breach of these obligations.

VI. UPDATES – AMENDMENTS

Expertym expressly reserves the right to modify, add or remove any content, tool or functionality of the Website at any time and without prior notice.

The terms of use may also be amended. Continued use of the Website after notification constitutes acceptance of the amended terms.

VII. INVALIDITY

If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith a valid provision with an equivalent economic effect.

VIII. APPLICABLE LAW – JURISDICTION

The Website and its use are governed by Belgian law.

In the event of a dispute, an amicable solution shall be sought prior to any legal action. Failing such a solution, only the courts of the judicial district where Expertym's registered office is located shall have jurisdiction, and where applicable, the competent Justice of the Peace.