

# Terms and Conditions www.conson.com

August 20, 2020

### **Conditions**

#### General

These Website Terms apply to your use of this website with the URL address www.conson.com (the "Website"). This website is operated by Conson A/S (Møllevangen 22, 4220 Korsør - Denmark) with VAT no. DK34882320, and Conson Belgium Cottyn & Partners by (Jan Baptist De Greeflaan 12, 1731 Zellik - Belgium) with VAT no. BE0446673122. (referred to as "we", "us", "our").

By using this website, you agree to accept these terms and conditions and we agree to grant you a non-exclusive, non-transferable license to use the website in accordance with the terms below. If you do not accept these terms and conditions, you may not use this website.

We may revise these Terms and Conditions from time to time without notice and such revision will become effective when posted on this Website. Your continued use of this website will be deemed your acceptance of these Terms and Conditions as amended.

In addition to the provisions of these Terms and Conditions, there may also be specific and additional terms and conditions that apply to certain parts of this Website. Because those specific and additional terms also apply to your use of those sections, we encourage you to review them wherever they occur. In the event of a conflict between the provisions of these terms and conditions and those other specific and additional provisions, the specific and additional provisions will prevail.

### Links

This website may contain links and other references to external websites operated by third parties. Such a website is not under our control and we do not take any responsibility for the content of such sites. We cannot guarantee, represent or warrant that the content of any third party website is accurate, legal or harmless. Any link to an external website is for your convenience only.

You are solely responsible for the use of an external website.

You may not link to this website from any other website or document without our prior written consent.

## Copyright and submitted material

All materials and information on this website, including but not limited to logo, design, text, graphics and their arrangement ("content") are licensed to or owned by us. Unless we indicate otherwise, you may not copy, distribute, republish, download, display, post, or transmit in any form or by any means, including but not limited to electronic, mechanical or otherwise, without our prior consent or the written permission of the copyright. You may access and use the content and this website only for your own personal use. Unless expressly permitted otherwise, you may not do anything to change, modify or add to the content.

You acknowledge and agree that when you contribute content to the website, such content:

owned by you or by a third party who has given you permission to contribute such content to the website;

contains no copyrighted material from third parties or material that is subject to other proprietary rights of third parties unless you have permission from the rightful owner of the material; and becomes our property and you hereby assign to us all right, title and interest in and to such contributions.

We reserve the right to remove any content from this website at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities regarding such content or if we have concerns cause you to violate the immediately preceding sentence) or without any reason.

All comments or materials sent to us through the Website, including feedback data, questions, comments and suggestions (collectively, "Feedback"), are considered non-confidential. We have no obligation in relation to such Feedback and will be free to reproduce, use, disclose, display, display, transform, create derivative works, and distribute the Feedback to others. Furthermore, we are free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose, including, but not limited to, developing, manufacturing and marketing products and services incorporating such Feedback.

### **Trademarks**

All trademarks appearing on this website are the trademarks of the relevant owners. You may not use any trademarks appearing on this website without the written permission of the trademark owner.

### **Data collection**

For more information about our handling of your personal data, please see our privacy policy.

#### **Privacy**

We treat personal data with respect and integrity. Our Privacy Policy explains how personal information is treated when you visit and interact with this website, and how to access it here.



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### **User behavior**

You are responsible for all your activities in connection with access to and use of this website. Any fraudulent, abusive or otherwise illegal activity may be a reason to terminate your access to the website. You may not post or send, or cause to be posted or sent, any communication or invitation that is designed or intended to obtain personal information from another user.

When accessing this website, you must not: disrupt or disrupt the Website or any services, system resources, accounts, servers or networks connected to or accessible through this Website or any linked websites; disrupt or hinder the enjoyment of another user of this website or linked websites; use a robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the website or any content without our prior written consent; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website; to reverse engineer, reverse assemble, or otherwise attempt to discover the source code or other arithmetic formula relating to the software underlying the infrastructure and processes associated with the website or any portion thereof; use this website to violate the security of any computer network, crack passwords or security codes, transfer or store illegal material, including material that is considered threatening or obscene, or to participate in any form of illegal activity; engage in any kind of illegal, criminal or unlawful activity through the use of the website, including infringement of third party intellectual property rights (including but not limited to copyrights, trademarks, patents, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug trafficking, gambling, harassment, stalking, spamming, hacking, sending viruses or other harmful files, or illegally posting computer passwords or computer code; attempting to gain unauthorized access to this website or parts of this website that have not been opened for public access; or post or transmit any material to or through this website that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication; or use this website in a way that violates these terms and conditions.

If we provide you with a password that allows you to access certain parts of this website, you are solely responsible for any use of the website through such access, whether authorized or not.

You must comply with all applicable local, state, national and international laws and regulations relating to your use of or activities on this website. We reserve the right to report possible criminal activity to the appropriate law enforcement authorities.

## Compensation

You agree to indemnify and hold us (and our related entities, companies, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damage made or incurred by any third party arising off or in connection with your conduct (including sending defamatory, derogatory or offensive statements or material to any person), your use of the website, your violation of these terms and conditions, or your violation of any third party rights.

### **Warranties and Disclaimers**

The content and this website are provided "as is" and "as available".

To the extent permitted by applicable law, we disclaim all warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, or non-infringement. We do not warrant that this website or the server operating it will be free of viruses or other corrupted material or incidental service outages or disruptions that prevent you from accessing this website or that use of this website will be compatible with the hardware and software you are using. You bear the full cost of all necessary service, repair or correction. We make no warranty or representation regarding the use or the results of the use of the content or this website in terms of their correctness, accuracy, reliability or otherwise.

We reserve the right to make changes to the content without prior notice. We may also make improvements or changes to the products or programs described in the content at any time without notice. For example, changes in circumstances after the date of publication may affect the accuracy of the content.

The content may include general information about our products and services. Unless expressly stated otherwise, the content does not: constitute an offer or inducement to enter into a legally binding contract; be part of the terms of our products and services; claiming to give you personal financial or investment advice of any kind.





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## **Limitation of Liability**

Subject to any condition, warranty or right implied by any statutory consumer warranty contained in any law that cannot be excluded by law from contract:

we make no warranties and you have no other rights, except those expressly set out in these Terms and Conditions; and all implied conditions, warranties and rights are excluded.

Where any condition, warranty or right is implied by law, or any consumer statutory warranty applies and cannot be excluded, we limit our liability for any breach of, or other act contrary to, that implied condition, warranty or right, or statutory consumer guarantee to the extent permitted by law.

Subject to the foregoing paragraphs, we (including, in this liability limitation clause, our related entities, companies, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other person for any loss, damage, liabilities, claims and expenses (including but not limited to legal fees and defense or settlement costs), whether direct, indirect or consequential, arising out of or referring to the content or this website (or material accessed through this website), or for access to this website by you in any way caused, whether in contract, tort including negligence, statute or otherwise.

Nothing in these Terms and Conditions is intended to exclude, limit or change any rights you may have under any law that may not be excluded, limited or amended by agreement.

## **Termination and Suspension**

We reserve the right to change, discontinue, suspend or discontinue, in whole or in part, at any time, without notice and in our sole discretion, any service or feature offered by or through this website. For example, if your server is involved in an attack on a computer system, with or without your knowledge or complicity, that server may be blocked or access to this website may be closed or restricted while the problem is being investigated or corrected.

## Severability

 $If any part of these Terms \ and \ Conditions \ is \ held \ to \ be \ unlawfully invalid \ or \ unenforceable \ for \ any \ reason, that \ provision \ may \ be severed \ from \ these Terms \ and \ Conditions \ and \ will \ not \ affect \ the \ validity \ and \ enforceability \ of \ the \ remaining \ provisions.$ 

Applicable law

These Terms and Conditions are governed by and construed in accordance with the laws of Denmark and Belgium. You hereby irrevocably and unconditionally agree and submit to the exclusive jurisdiction of the courts of Denmark and Belgium.

