

# Terms and policies.

## WELCOME

Your access and use of information on this website implies your full and unreserved acceptance of the following terms and conditions. We have the right to modify these terms and conditions at any time by placing directly on the website modification notifications or links to such notifications. It is however recommended to the user to regularly consult this page to keep informed of any modifications.

### What terms do we use in this Legal Notice?

- We use any of the term “you”, “your” and “yours” to refer to the User who is reading this Legal Notice.
- We use any of the terms “Equilis”, “we”, “us”, and “our” to refer to EQUILIS SA with its registered office at 6041 Gosselies, Avenue Jean Mermoz, 1 bte 4 (Belgium), TVA BE 0883.730.871, the editor responsible for this site.

### Summary description of the services that we offer on the site

The website of Equilis has the purpose of all visitors to be informed about the updates and commercial/residential offers of Equilis.

The user can in particular:

- Obtain information about the availabilities (retail and residential),
- Access the updates and information about Equilis,
- All contacts for Equilis

### Intellectual property rights

The content of this website and pages is protected under applicable copyrights, trademark rights, and/or any other intellectual property rights for the whole world. None of these rights are transferred to the user of this website. You may use this website to benefit from the services offered for your personal non-commercial purposes.

No other use such as, without limitation, amending, copying, duplicating, redistribution or circulation is permitted without our prior written consent. You should also read and follow the similar provisions related to intellectual property rights of third parties websites that you may access through this website.

We welcome your comments on our website or by messages. However, you acknowledge that if you send us creative suggestions, ideas, notes, drawings, concepts, inventions or other information (collectively, the "Information"), the Information shall be deemed, and shall remain our property. Generally, any communication, other than Personal Data which are treated as set out in the Privacy Notice, which you post to the Website or transmit to us over the internet is considered to be, and will be treated as, non-confidential. If particular web pages permit the submission of communications which will be treated by us as confidential, that fact will be clearly stated on those pages. Without limitation of the foregoing, by submission of any Information to us, you assign to us and we shall exclusively own all now known or hereafter existing rights to such Information of every kind and nature throughout the universe and

shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

As a user of this website, you are responsible for your own communications and are responsible for the consequences of their posting. Therefore, do not do any of the following things: transmit to us material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send material that reveals trade secrets, unless you own them or have the permission of the owner; send material that infringes on any other intellectual property rights of others or on the Privacy or publicity rights of others; send material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; send sexually-explicit images; send advertisements or solicitations of business; send chain letters or pyramid schemes; or impersonate another person.

## **Disclaimer**

You agree that you access and use these website and pages at your own risk. You are solely responsible for the use you make of the available services on the site.

We make reasonable efforts to provide accurate information on these website and pages and may amend and update this information from time to time without prior notice. However, we and third parties mentioned on these website and pages make no representation or warranties whether explicitly or implicitly as to the error-free, virus-free or harmless functioning of these website and pages and/or the correctness, reasonableness, timeliness or completeness of the content of these website and pages and explicitly reject any liability for any direct or any indirect damage, in the broadest sense, arising from or related to the use of these website and pages.

We reserve the right to, at any moment and for any reason, modify or interrupt temporarily or permanently the access to the whole or a part of the site, and this without having to inform you in advance. We cannot be held liable for any direct or indirect damage related to a modification, suspension or interruption of the site.

You may access third parties website through these website and pages. We make no representation or warranties whatsoever for content of third parties website and pages or the compliance of such third party website and pages with applicable laws or third parties rights and explicitly reject any liability for any direct or any indirect damage, in the broadest sense, arising from or related to the use of third party website and pages.

## **User's obligations**

The user is under obligation when using our services to comply with instructions, messages, rules and terms and conditions as mentioned by us. Any instructions and notes (e.g. FAQ) issued by us are to be heeded by the user as amended at the time. If the user commits any breach of duty, we may take appropriate measures (e.g. issue a warning, block or erase content, disable the user's access, or give notice).

The user is liable without restriction for its own conduct and its own account if any. This applies in particular to any contributions posted and any content used by the user (e.g. photos); if in doubt, the user is bound to verify beforehand that they do not violate statutory regulations, or breach public policy or infringe third-party rights (e.g. copyright, data protection rights) anywhere in the world. We are under no obligation to also check their accuracy or verify their legality.

The user undertakes not to engage in behavior that might cause prejudice to the image, the interests or the rights of Equilis SA or a third party.

The user undertakes to ensure not to harm the good functioning of the site as well as the set of applications or information related thereto.

The user undertakes to comply with all legal and regulatory provisions in force.

On posting content with our pages, the user assigns to us in perpetuity all the required rights without any restrictions in terms of territory. Depending on the content, this may include our authority to store, adapt or modify the content and make it perceptible to the public. The user shall only be entitled to demand subsequent erasure of the content it

has posted on our pages if there are important reasons for doing so.

The user releases and discharges us from all and any claims that are asserted on us by third parties due to any breach of duty or infringement of rights that is committed by the user, unless the user is not responsible for such breach or infringement. Reasonable costs for defending and asserting rights must also be refunded.

## **Processing of personal data**

We will use the personal data of the user in the framework of his/her use of the site but also of the digital communication means of Equilis and for direct marketing purposes. The user has the right to object free of charge to the processing of his/her personal data for direct marketing purposes

The data of the users can be transferred to partners of the group in order to keep the users informed about their products and services, inter alia via direct marketing.

The user enjoys a right of access, opposition, rectification and deletion of his personal data. The user can exercise this right by writing to the following address: Avenue Jean Mermoz, 1 bte 4, 6041 Gosselies, or to the following email address: [info@equilis.net](mailto:info@equilis.net).

## **Applicable law and jurisdiction**

Any dispute arising from or related to the use of this website or to the acceptance, interpretation or observance of the Legal Notice shall be submitted to the exclusive jurisdiction of the competent Court of Charleroi which shall apply Belgian law.

## **How to contact us?**

For further information, or inquiries about our Legal Notice, please contact us at:

EQUILIS SA

Avenue Jean Mermoz, 1 bte 4, 6041 Gosselies TVA BE 0883.730.871. Email: [info@equilis.net](mailto:info@equilis.net).