

## **TERMS OF USE OF THE WEBSITE**

This version is in effect since the 23<sup>rd</sup> of February 2015

### **1. Terms of Use**

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These terms of use (hereafter the "Terms of Use" or the "Agreement") constitute a legally binding agreement between ScriptBook and you (hereafter "you" or "your").

The Terms of Use govern your use of the Website and the content, information and services provided through the Website. It exempts ScriptBook, and other relevant persons, from liability or limits their liability and contains other important provisions that you should read.

ScriptBook may, in its discretion, change, supplement or amend these Terms of Use as they relate to your future use of the Website from time to time, for any reason, and without any prior notice to or liability towards you or any other relevant person. You may not change, supplement, or amend these Terms of Use in any manner.

Each time you use the Website, the Terms of Use as they then read will govern your use. Accordingly, when you use the Website you should check the date of these Terms of Use (which appears at the top of these Terms of Use) and review any changes since the last version.

This Agreement is concluded between you and all persons you represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and ScriptBook. Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by these Terms of Use, and you represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and all persons you represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree with and accept the Terms of Use, or become dissatisfied with the Website in any way you must cease using the Website.

In addition to any other rights or remedies granted by ScriptBook under or otherwise in connection with these Terms of Use, you acknowledge that you have read and you agree to comply with the following policies, which are hereby incorporated by reference into, and made a part of these Terms of Use:

- Privacy Policy of ScriptBook
- Cookie Policy of ScriptBook

You also agree that ScriptBook may provide all legal communications and notices to you electronically by posting them on the Website or by sending an e-mail to the e-mail address you provided to ScriptBook when using the contact form at the Website. You may withdraw your consent to receive communications electronically by contacting ScriptBook. However, if you withdraw your consent to receive communications electronically, you must discontinue the use of the Website.

## 2. Property Rights and Use of Website

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You may not, for personal use, place a direct link to the Website on your personal internet website without the prior written authorization by ScriptBook. Any hypertext link to the Website, using the framing, in-line or deep linking technique is strictly prohibited. In any event, every link to the Website, even when authorized by ScriptBook, must be removed from your personal website upon ScriptBook simple request.

You understand that the technical processing and operation of the Website may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connection networks or devices.

## 3. Third-party Websites

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The Website may provide, or third parties may provide, hyperlinks to third-party materials, resources or websites operated by third parties. ScriptBook is not liable for any content, advertising, products or other materials on or available from such websites or resources or the policies of such websites and resources. ScriptBook should not be taken to be endorsing, publishing, permitting or authorizing such websites or materials. Therefore, please be warned that these websites are operated under the exclusive responsibility of their respective owners, who are solely liable for complying with laws and regulations applicable to the products and services sold on their websites.

ScriptBook is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

## 4. Disclaimer, liability, exclusion, liability limitation, release and indemnity

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ScriptBook does not accept any liability for your use of the Website. For that reason, the following provisions apply to your use of the Website.

### 4.1 Disclaimer

Your use of the Website is at your own risk. The Website is provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether expressly or implicitly, and including without limitation

representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by ScriptBook and providers to the fullest extent permitted by law.

There will not be any representations, warranties or conditions created by a course of dealing, course of performance or trade usage. You are solely responsible for obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary for you to use the Website.

The internet is not a secure medium, may be subject to interruption and disruption, and inadvertent or deliberate breaches of security and privacy. The operation of the Website may be affected by numerous factors beyond Scriptbooks control. The operation of the Website may not be continuous or uninterrupted, secure or private.

Without limiting the generality of the foregoing, ScriptBook and providers make no representation, warranty or condition that:

- a. the Website will be compatible with your computer and related equipment and software;
- b. the Website will be available or will function without interruption or will be free of errors or that any errors will be corrected;
- c. the Website will meet your requirements;
- d. the information contained in the Website or derived from the Website will be accurate, complete, sequential, or timely;
- e. certain or any results may be obtained through the use of the Website;
- f. the use of the Website, including the browsing and downloading of any information, will be free of viruses, trojan horses, worms or other destructive or disruptive components; or
- g. the use of the Website will not infringe the rights (including intellectual property rights) of any person; and ScriptBook and providers disclaim any and all liability regarding such matters to the fullest extent permitted by law.

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Except as otherwise agreed in writing, ScriptBook and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through this Website.

No advice or information, whether oral or written, obtained by you from ScriptBook or through or from the Website shall create any warranty not expressly stated in the Agreement.

#### *4.2 Liability exclusion*

To the fullest extent permitted by law, ScriptBook nor its providers and/or all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, nor all other related, associated, or connected persons will be under any circumstances (unless in case of gross negligence or willful misconduct) liable to you or any other person for any loss of use, loss of production, loss of

income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the use of the Website by you or any other person, and regardless of any negligence or other fault or wrongdoing by ScriptBook or above mentioned persons and notwithstanding that ScriptBook or above mentioned persons may have been advised of the possibility of such loss or damages being incurred by you or any other person.

#### **4.3 Release**

You hereby release, remise and forever discharge ScriptBook and each of its providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist, which arise from, relate to, or are connected with your use of the Website.

#### **4.4 Indemnity**

You agree to indemnify, defend and hold harmless ScriptBook and each of its providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons (hereinafter collectively the "Indemnified Parties") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with your use of the Website or your breach of this Agreement.

You will assist and cooperate as fully as reasonably may be required by the Indemnified Parties in the defense of any claim or demand. Advice and information provided by ScriptBook and its providers or their respective representatives, whether oral or written, will not create any representation, warranty or condition or vary or amend this Agreement, including the above disclaimer, liability exclusion, liability limitation, release and indemnity provisions, and you may not rely upon any such advice or information.

## **5. Termination of this Agreement and the Website**

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ScriptBook may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it without any notice to or liability towards you or any other person.

You agree that any termination of your access to the Website under any provision of these Terms of Use may be effected without prior notice. Further, you agree that ScriptBook shall not be liable to you or any third party for any termination of your access to the Website.

If this Agreement or your permission to access or use the Website is terminated by you, or by a person you represent, or by ScriptBook, then: (a) these Terms of Use and all other then existing agreements between ScriptBook and any person you represent will continue to apply and be binding upon you and any person you represent, jointly and severally, regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom; and (b) ScriptBook may continue to use and disclose your personal information in accordance with the [Privacy Policy](#) as amended from time to time.

## **6. Miscellaneous Matters**

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### **6.1 Governing Law – Dispute Resolution**

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to the sole jurisdiction of the courts of the registered office of ScriptBook.

### *6.2 English is Governing Language*

This Agreement is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by ScriptBook are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this Agreement.

### *6.3 Assignment*

ScriptBook may freely assign or transfer any or all of the rights and obligations described under this Agreement without your consent and without notice to you. You may not assign this Agreement or any of your rights and duties hereunder without the prior written consent of ScriptBook. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

### *6.4 Severability*

If any provision of this Agreement is declared or determined by any court to be unenforceable or invalid: (i) the validity of the remaining parts, terms or provisions shall not be affected by that determination; (ii) the unenforceable or invalid part, term or provision shall not be deemed to be part of this Agreement; and (iii) such court may substitute a provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by applicable law.

### *6.5 Publicity*

You shall not issue or make any publicity release (including press releases and advertising or solicitation materials) or other public statement: (i) relating to this Agreement; (ii) using ScriptBook name or referencing to ScriptBook or its services; or (iii) suggesting or implying any endorsement by ScriptBook of you and/or any services without the prior written approval of ScriptBook, which ScriptBook may withhold at its sole discretion.

### *6.6 Entire Agreement*

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. ScriptBook reserves the right to amend this Agreement at any time.

### *6.7 Waiver*

The waiver or failure by ScriptBook to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of ScriptBook set forth in this Agreement are cumulative and are in addition to any rights or remedies ScriptBook may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

### *6.8 Force Majeure*

ScriptBook shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, ScriptBook.

### *6.9 Headings/Interpretation*

The table of contents and the descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

