

## Website Terms & Conditions

This version of these Terms & Conditions is effective as of 24 May 2018.

### 1. Scope and Acceptance of these Terms & Conditions

These Terms & Conditions contain the terms of service of the [www.psa-antwerp.be](http://www.psa-antwerp.be) website (hereinafter: “**Website**”) and the information contained therein.

By using or accessing our Website or any part thereof (including tools, methodologies, etc. made available online or in conjunction with our Website), you (“**You**”) agree to the terms contained in these Terms & Conditions, including any terms or policies incorporated herein by reference, which may be modified from time to time in accordance with Article 7 hereof.

These additional policies include the Privacy Policy, which is available via [www.psa-antwerp.be/policies](http://www.psa-antwerp.be/policies), as well as any other policy published on the Website making reference to these Terms & Conditions. The Privacy Policy contains further information, including the terms and conditions under which may collect, process, store and exchange certain personal information You have provided to us.

These Terms & Conditions do not change the terms or conditions of any other written agreement You may have with us, as these Terms & Conditions are limited to Your use of the Website only.

### 2. About

In these Website Terms & Conditions, any reference in this document to “**PSA Antwerp**”, “**we**”, or “**us**” relates to:

PSA Antwerp NV, Napelsstraat 79, 2000 Antwerpen, corporate registration number BE 0442.652.075.

### 3. Restricted Access

You may need to provide certain personal information in order to access certain areas or features made available by us through the Website, which information will be processed in accordance with our Privacy Policy.

If the access to such areas or features are restricted by one or more passwords, You recognize, acknowledge and accept that You are at all times responsible for maintaining the confidentiality of any and all password information You are using in relation to the Services, even if such information is also used in connection with other services and service providers.

In this respect, You agree that You will take appropriate steps in ensuring that no third party has access to any of the Services under Your account(s) with us.

You are solely responsible for any and all activities that occur under your account(s), including but not limited to content that is provided and/or information or services that are being accessed or provided with or through such account when using the Services.

#### 4. Representations and Warranties; Disclaimers

You agree, represent and warrant that You will at all times:

- comply with these Terms & Conditions, including policies incorporated herein by reference, when using the Website, the Services and/or the information contained therein;
- comply with any and all applicable laws, regulations and codes of conduct and behaviour that may directly or indirectly apply to the Website or any of the Services;
- comply with any request from any competent authority in relation to Your use of any of the Services, whether directly made to You or through us, and participate voluntarily and at Your own expense in any legal proceedings in this respect;
- keep your personal information, stored in Your user profile up to date, and ensure that You are providing sufficient means to us in order to contact You;
- respect any security tools and settings used by us in relation to any Service, and that You will not directly or indirectly tamper or otherwise attempt to circumvent or illegitimately (try to) obtain access to any of the Services;
- maintain true, correct and accurate personal information with us, including in particular Your name and email address.

In addition, You represent and warrant that any content or information You are providing us in connection with Your use of the Services, or the use You are making of the Services, will not infringe or violate the rights of any third party, including but not limited to copyright, moral and image rights, trademark, patent, or any other intellectual property or other proprietary right.

Furthermore, You represent and warrant that You will not:

- rent, lease, lend, sell, sublicense, or create derivative works of the Website and any deliverables resulting from the Services, as well as any information contained therein;
- share or solicit any password or login information used in connection with the Services, or solicit money, credit card, or other proprietary and/or confidential information;
- provide any false, misleading, inaccurate or not updated information to us, including false personal information, and will not use the account information of a third party for providing to or exchanging information with us;
- submit inappropriate or potentially harmful information or content to us, including but not limited to viruses or other malicious code;

- submit, process, link to or otherwise provide any information that is or can be considered unlawful, fraudulent, misleading, malicious, defamatory, libelous or discriminatory, all in the largest sense of the word, including instructional information about such illegal activities;
- use the Services for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to infringe upon the intellectual property rights of any third party (including but not limited to copyright, moral rights, image rights, etc.), to mislead the public and/or contrary to good and fair business practices, or link to any such activities;
- harass, intimidate, link to or disseminate any information from (an)other person(s) that could be considered libelous or damage such other person's reputation;
- knowingly use the Services in violation of any applicable laws or regulations, including the interests of any third party;
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services;
- use the Services to build a competitive product or service, or copy any features or functions of the Services;
- use Services to advertise other products, impersonate or otherwise misrepresent affiliation with or endorsement by any third party where such affiliation or endorsement would not exist; or
- cause or permit any third party to do any of the foregoing.

If You do not comply with these Terms & Conditions, You expressly acknowledge and agree that we will be entitled to permanently or temporarily suspend or terminate your account and/or access and/or use of any of the Services. You expressly acknowledge and accept that we cannot be held liable or responsible for any damages of whatever kind resulting from such permanent or temporary suspension or termination.

We do not provide any representation or warranty as regards the operation, suitability, or fitness for a particular use or purpose of any of the information or Services or any and all tools made available through such Services, including but not limited to any third-party services or tools used by You in connection herewith.

Furthermore, although we undertake reasonable efforts to keep the Services, including information provided on or through such Services safe and secure, we do not guarantee that (i) these Services will at all times be error- or virus-free, (ii) any content provided or transmitted by using the Services by a user or third party will not be infringing any proprietary or moral rights of any party or contrary to the terms laid down herein will be true and accurate, or endorsed by us. Furthermore, we do not guarantee at any time that any of the Services will not undergo any temporary or permanent modification or will continue in perpetuity; shall at all times be entitled (but not obliged) to change, amend, improve, or reduce any of the Services with or without notice to You.

In certain cases, may display via the Services content provided by third parties, based on Your user profile and/or the use You are making of the Services.

Notwithstanding the fact that this information will be provided through the Services, we do not: (i) guarantee the accuracy, completeness, or usefulness of any third-party content so provided, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any such third party through the services. Under no circumstances will PSA Antwerp or its affiliates be responsible or liable for any direct or indirect loss or damage resulting from Your reliance on information or other content posted in connection with the Services, submitted or provided by any user of any Service.

To the maximum extent allowed by applicable law, the Services will be rendered on an “as is” and “as available” basis, and we provide no warranties of any kind, whether express, implied, statutory or otherwise with respect to the service (including all information contained therein or Services rendered hereunder, in particular if these are provided by third parties), including but not limited to any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. We do not represent or warrant that the Services and information provided through the Website will be permanently available, uninterrupted or error free, secure or that any defects or errors in the Service will be corrected.

## 5. Limitation of Liability

In no event will our shareholders, directors, officers, agents, employees, affiliates, business partners, licensors or service providers be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, loss of goodwill, damages for loss, corruption or breach of data or programs, service interruptions and procurement of substitute services, even if we have been advised of the possibility of such damages, and this to the fullest extent allowed by applicable law. In any case, we can only be held liable when our willful misconduct or gross negligence is finally determined by the competent courts referred to below.

Notwithstanding anything to the contrary contained herein, our liability to you for any damages whatsoever, and regardless of the form of the action or cause thereof, will at all times be limited to the amount paid, if any, by you to us for the Services rendered by us by way of or through Your use of the Website. You expressly agree and accept that we cannot be held liable for higher or other damages.

## 6. Intellectual Property Rights

We reserve all rights not expressly granted in these Terms & Conditions. We shall retain any copyright and any other intellectual property rights in any aspect of the Services and information provided, whether or not presented in connection with or arising out of rendering its services, and whether oral or in tangible form, including working papers and software platforms, as well as the methodologies and technologies used therein, and including trademarks, trade names and company names used in connection therewith.

You expressly acknowledge and accept that you will not modify, create derivative works of, decompile or otherwise attempt to extract source code from the Services, the tools made

available through these Services, or any materials developed by Company unless you have obtained our express prior written permission, which may be withheld or subject to conditions. Furthermore, You agree that You will not reverse engineer any tools, methodologies, techniques or technologies used in connection with or embedded in the Services, unless if and when authorized by mandatory law.

You hereby grant to us, our affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to (i) use, copy, store, display, reproduce, adapt, modify and distribute any content or information You have submitted to through any channel referred to on the Website, (ii) prepare derivative works of the such content or information or incorporate such content or information into other works, in whole or in part, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created, without any further consents and authorizations from You or any third party being required.

Our company name, trademarks, logos, and any other product name, service name, or slogan included in the Services are the exclusive property of PSA Antwerp, and may not be copied, imitated, or used (in whole or in part) without 's prior written consent, which may be given subject to conditions. The look and feel of the Website, including all custom graphics, button icons, and scripts constitute trademarks, trade dress or works protected by copyright, and may not be copied, imitated, or used (in whole or in part) without our prior written consent. Any other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services ("Third Party Trademarks") are the property of their respective owners, and the use of such Third Party Trademarks inures to the benefit of each owner.

Except as expressly noted in these Terms & Conditions, You are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of ours or any third party.

## 7. Changes to these Terms & Conditions

We may revise these Terms & Conditions from time to time. The most current version of these Terms & Conditions will always be at [www.psa-antwerp.be/policies](http://www.psa-antwerp.be/policies). By continuing to access or use the Services after those changes become effective, You agree to be bound by these Terms & Conditions. Therefore, You should review these Terms & Conditions whenever You access the Services to make sure that You understand the most current version of the terms and conditions that will apply to Your use of the Services.

## 8. Applicable Law; Jurisdiction

You irrevocably accept and agree that the laws of Belgium apply to these Terms & Conditions, including any dispute, controversy or claim between You and in relation to the use You have made of the Website, the Services, and/or the information contained therein, without regard to the principles of conflicts of law.

Only the Courts of Antwerp (Belgium) shall be the exclusive venue to resolve any controversy, dispute or claim arising out of or relating to these Terms & Conditions, Your use of the Website, the Services, and/or the information contained therein. You hereby irrevocably and unconditionally consent to the jurisdiction of these courts for these purposes.

## 9. Miscellaneous

Unless expressly provided for otherwise herein, You may not assign any right or obligation hereunder without the prior written consent of PSA Antwerp. We shall be entitled to assign any and all rights and obligations to a third party by notifying You, but You agree that Your consent shall not be required for any such transfer if the services that will be rendered by the transferee are substantially similar to the Services rendered by Company at the time of transfer. These Terms & Conditions shall be binding upon and inure to the benefit of our and Your respective successors and assigns.

If any provision of these Terms & Conditions is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Terms & Conditions, while the remainder of them will continue in full force and effect.

No waiver of any right under these Terms & Conditions shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Terms & Conditions. All rights, remedies, undertakings, obligations and agreements contained in these Terms & Conditions shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement. Headings of sections are for convenience only and will not be used to limit or construe such sections.

## 10. Contact Us

If You have any questions or comments regarding the use of the Website or the Services, please contact us at [PSAA-info@globalpsa.com](mailto:PSAA-info@globalpsa.com).