

Preliminary remarks

Access to this website and use thereof shall be subject to the general terms and conditions of use hereinafter. These terms and conditions of use contain legal information about visiting and using the website, a declaration concerning intellectual property rights and a reference to the regulations concerning privacy. We invite you to read these terms and conditions of use attentively before visiting the website or using it in any way. By continuing to visit the website or by using it in any way whatsoever, you thereby expressly accept these conditions and terms of use. If you encounter any elements you do not like when reading these conditions or if you are not in agreement with their content, we would ask you not to visit or use the website.

Definitions

Within the framework of application of these conditions and terms of use, the following definitions of the terms below shall apply:

- “Website”: the webpages of Clarity Upgrades found at the address <http://www.clarityupgrades.be>
- “User” or “You” and derived terms: anyone who uses or causes to use and/or visits or causes to visit the Website;
- “Clarityupgrades.be”: the Belgian company Clarity-Holacracy SPRL, owner of the name of the domain, the corporate data of which are set forth hereinafter in these terms and conditions.

Legal information

1. The Private Company with Limited Liability (SPRL) Clarity-Holacracy

This Website (www.clarityupgrades.be) is placed online under the responsibility of the company **Clarity-Holacracy** SPRL, governed by Belgian law, with head office at Camille Huysmanlaan 84, 2020 Anvers, Antwerp, Belgium, registered at the Antwerp Legal Persons Register (*Registre des Personnes Morales de Anvers*), with the number BE 0671.559.407

E-mail :info@clarityupgrades.be

Tel: +32 486 622662

VAT: BE 0671.559.407

2. Field of application

These terms and conditions of use describe the conditions according to which Clarity-Holacracy SPRL grants you access to its Website and to the services it offers there. Should certain terms and conditions of use be detailed more explicitly or broadly in another legal text (e.g., in the user contract) that also applies to you, the provisions of this other text shall prevail over those of these terms and conditions of use.

3. Content and use of Websites

As a User, you hereby accept the fact that use of the Website or of the information given there shall be exclusively at your own risk. The Website and all the information it contains are available as they stand, with no guarantee of any kind whatsoever being provided. Clarity-Holacracy SPRL makes every reasonable effort to offer correct and updated information on the Website. Whenever Clarity-Holacracy SPRL is made aware of the possible presence of errors or imprecisions on the Website, all reasonable means are implemented to put this right as quickly as possible. Despite all our efforts, certain errors and misunderstandings might remain. In no case can Clarityupgrades.be guarantee that the Website is updated and does not contain any error at every time and under all conditions. For this reason, as a User, you are advised to check the information in advance with the interested party that is the source of this information. In no case may Clarityupgrades.be be held responsible for any disadvantage you might encounter as a consequence of erroneous, inexact or missing information or of a lack of clarity on the Website of Clarityupgrades.be or on another website to which reference is made. Furthermore, you hereby accept the fact that downloading information or obtaining information in whatever manner following use of the

Website shall be done on your own initiative and under your own responsibility. You alone shall be responsible for any damage that might be caused to your computer as well as for any loss of any data resulting from downloading information.

Hence, as a User, you hereby accept that:

- the Website is general in nature and does not have the objective of satisfying the specific situation of any natural or legal person;
- reference is sometimes made to third party websites over which Clarityupgrades.be has no control and for which it consequently refuses every form of responsibility;
- the Website contains no offer that might be construed as a contract of any sort by simple acceptance by the User.

Consequently, you cannot hold Clarity-Holacracy SPRL responsible for any disadvantage resulting from use of the Website if you have not taken into account the above-mentioned limitations.

4. Links to external webpages

When we are made aware of the presence of any damaging content on a link, this link is immediately examined and, if it proves necessary, deleted.

5. Modifications to the Website

Clarityupgrades.be hereby asserts the right to modify the information present on the Website at any moment and hence to adapt, update or modify the provisions of these terms and conditions of use. It is your responsibility regularly to review the provisions, conditions, notices and any extra conditions of the Website. If you continue to use the Website after the date on which such modifications enter into effect, you shall be considered to have accepted the said modifications. In addition, Clarity-Holacracy SPRL hereby refuses any form of responsibility for any damaging consequences that might result from modifications made to the content of the Website or from these terms and conditions of use.

6. Functioning of the Website

Clarityupgrades.be makes every effort to make the Website available continuously (availability 7 days a week and 24 hours a day) and to protect it by every reasonable means. Clarityupgrades.be employs all reasonable means to limit as much as possible any inconvenience that might be caused by technical errors.

Clarity-Holacracy SPRL cannot, however, exclude the possibility that wrong technical interventions or unauthorised interventions might occur or that the Website could be infected by viruses. Consequently, Clarityupgrades.be cannot guarantee that your access to the Website will not be interrupted or disturbed in any other way. Hence you cannot hold Clarity-Holacracy SPRL responsible for any such malfunctioning, errors, incidents and problems that might result from any kind of use of the Website whatsoever or of the website of a third person. Clarity-Holacracy SPRL shall be entitled to interrupt, at any time and without prior notice, access to the Website in order to find or prevent any cases of abuse or fraud or to repair any technical or operational malfunctioning. Such interruptions shall also be necessary in order to make modifications and improvements to the Website and also to perform regular technical maintenance and updating of the information. You cannot hold Clarity-Holacracy SPRL responsible for any direct or indirect damage suffered in the case of such an interruption.

7. Your obligations as User

In addition to the provisions contained in other terms and conditions of use, you hereby undertake, as User, in particular, to:

- use the Website responsibly and reasonably;
- not to use the Website in a manner contrary to the provisions contained in these terms and conditions of use;

- avoid causing prejudice through imprudent use of the Website or ill-intentioned use of any kind whatsoever to the content of the Website, not to make unauthorised modifications, not to provoke malfunctioning or unavailability (whether temporary or permanent) of the Website and not to contribute in any way whatsoever to any incident that might provoke damage to Clarityupgrades.be or to third parties;
- not to use the Website for illegal purposes, offending public order or good morals or with the aim of damaging the reputation of Clarity-Holacracy SPRL, of the Website or of third parties;
- not to introduce on to the Website other websites, logos, photographs or other elements; and not to create hypertext links or connections to other websites without the explicit, written, prior authorisation of Clarity-Holacracy SPRL.

Should Clarity-Holacracy SPRL find or reasonably suspect that you have contravened any of the above provisions or any other obligation resulting from the provisions of other terms and conditions of use, Clarity-Holacracy SPRL shall be entitled to prohibit your access to the Website without prior notice.

Intellectual property rights

You hereby accept and recognise that the Website may contain software, photographs, representations, graphics, drawings, text and other material (hereinafter referred to as "Information") which are protected by the intellectual property rights of Clarity-Holacracy SPRL or third parties. As a User, you receive from Clarity-Holacracy SPRL a non-exclusive right to use the Website for strictly personal purposes. This means that you can visit the Website and download the information, that you may take cognisance of such information and reproduce it and use it as part of the services offered on the Website. Any authorised use of the information implies that the source of the information shall always be mentioned in a visible and clear way. Subject to the foregoing, it is forbidden to copy, adapt, translate, sell, rent, lend, or communicate to the public the Website and its content or to create derivative works from the above-mentioned elements, in whole or in part, in any way or on any support whatsoever without the express, written and prior permission of Clarity-Holacracy SPRL.

Protection of private data

We devote the utmost care to the protection of private data that you communicate to us. You will find on the Website our rules regarding respect for privacy.

Software to prevent advertising display

The publisher hereby reserves the right to prohibit and block access to the contents of this Website to Users using one or more software programmes to prevent advertising display on this Website.

Our contact details

If you desire fuller explanations or any kind of clarification concerning these terms and conditions of use, please send an e-mail to the address info@clarityupgrades.be or telephone Mr Hendrik Deroo at +32 486 622 662.

We shall make every effort to resolve in reasonable time any misunderstandings, complaints, or technical or operational problems concerning the Website or the quality of its content.

Legality of the terms and conditions of use

The invalidity of one or more provisions of these terms and conditions of use shall not affect in any way the validity, the applicability and the binding nature of the other provisions. Should one or more provisions be judged or declared invalid on the basis of a law, a ruling or the final pronouncement of a competent court, the effect and scope of the other provisions shall remain intact. The invalid provision shall then be replaced by a new provision that can, as far as is possible, reproduce the initial objectives of the invalid provision.

The provisions of these terms and conditions of use shall not prejudice any legal, regulatory or constraining provisions or those concerning public order in Belgian or European law. As

concerns the applicability of these terms and conditions of use and their relation to other legal texts written by clarityupgrades.be, we would refer you to the provisions of point 2 above (Field of application).

Applicable law and competent courts

These terms and conditions of use are governed by Belgian law. Users hereby accept that only the courts and tribunals of Antwerp shall be competent to receive any litigation concerning the application or interpretation of these terms and conditions of use.