GENERAL TERMS AND CONDITIONS OF USE S.A ZELOS

Effective date: 25 May 2018

1. INFORMATION ABOUT S.A ZELOS

1.1 The website http://www.zelos.be/ (hereinafter referred to as the 'Website') is managed and operated under the responsibility of:

S.A Zelos

134, Rue de Coquelet 5000 Bouge-Namur Belgium +32 (0)81 20 83 97

BCE No.: 0695.625.206

- 1.2 The Zelos Website provides information on the various events organised by Zelos and the various services offered by Zelos (hereinafter referred to as the 'Service').
- 1.3 Any questions or complaints regarding the Website, these general terms and conditions of use (hereinafter referred to as the 'T&Cs'), the privacy policy (hereinafter referred to as the "Policy") and the cookie policy (hereinafter referred to as the 'Cookie Policy') may be addressed to Zelos at the above address or at the following email address: info@zelos.be.

2. ACCEPTANCE

- 2.1 Access to the Website is subject to these Terms of Use, the Charter, the Cookie Policy and applicable laws and regulations. Consequently, access to the Website implies full and unreserved acceptance by the user (hereinafter, the 'User') of these Terms of Use, the Charter and the Cookie Policy.
- 2.2 These Terms of Use, the Cookie Policy and the Charter exclusively govern the relationship between the User and Zelos with regard to the use of the Website and the Service. They can be consulted at any time on the Website.

3. ACCESSIBILITY AND FUNCTIONING OF THE WEBSITE

3.1 Zelos shall endeavour, as far as possible, to ensure that the Website is up to date and remains accessible to a normal number of Users. However, Zelos does not guarantee that the Website's

functions will be available without interruption or error, that defects will be corrected immediately, or that the server providing it is free of viruses or other harmful components.

- 3.2 Zelos cannot be held liable for any loss and/or damage of any nature whatsoever resulting from the suspension, interruption, (technical) disruption, slowdown, difficult accessibility and/or cessation of accessibility to all or part of the Website, or from viruses or other harmful elements present on the Website.
- 3.3 If the User notices the presence of an error, virus or other harmful elements on the Website, they are invited to report this to Zelos at the following address:

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so that the necessary measures can be taken. In any event, Zelos advises the User to install the necessary firewalls, anti-virus and other protection software on their computer in order to prevent any damage to it.

3.4 Zelos reserves the right to suspend or discontinue all or part of the Website at any time, without justification and without prior notice.

4. USE OF THE WEBSITE

- 4.1 The User undertakes to use the Website solely for its intended purpose, to the exclusion of any other purpose.
- 4.2 The User is required to ensure that all information provided is accurate and up to date.
- 4.3 Users undertake to use the Website in good faith and to comply with the legislation in force, and in particular to refrain from:
 - sending Zelos any content or communications that are false or misleading (and to update such content, where necessary, to ensure that it does not become false or misleading), obscene, racist or xenophobic, abusive, illegal, untruthful, invasive of another person's privacy, offensive, harmful, violent, threatening or harassing, defamatory, constituting an infringement of intellectual property rights or any other rights, or which encourages or participates in any of these things;
 - providing email addresses or other types of content to Zelos without obtaining the prior consent of the persons concerned;
 - sending Zelos content that infringes the rights of a third party or harms them in any way (intellectual property rights, privacy, trade secrets, etc.);
 - sending Zelos content that directs to illegal websites or that contains inappropriate content;
 - using the Site to send spam, unsolicited mail, pyramid schemes or for similar or fraudulent purposes;

- circumventing technical measures designed to protect documents and multimedia elements;
- any action that may disrupt the proper functioning of the Site or the Service, including the use of computer worms, viruses, software bombs or mass mailings;
- attempting to gain unauthorised access to any part of the Website or to equipment used to operate the Website;
- using a false name, pseudonym or impersonating another person or entity;
- using the Website for purposes other than those provided for in the Terms of Use.
- 4.4 Zelos shall not be held liable in any way for the User's failure to comply with the Terms of Use, the Cookie Policy, the Charter and/or applicable laws or regulations. The User indemnifies Zelos against any action, claim or complaint by third parties (including public authorities) relating to their use of the Site.
- 4.5 The User uses the Website at their own risk. The Website, its components and all related information, software, installations and services are provided 'as is', subject to availability, without warranty of any kind (either express or implied) and within the limits of applicable law.
- 4.6 Zelos declines all responsibility for any loss or damage (direct, indirect, material or immaterial) resulting from the use of the Website and its components, or from the inability to use the Website.
- 4.7 The User is also required to inform Zelos immediately in writing if they become aware of any inappropriate behaviour or use in connection with the Website by sending an email to the following address: info@zelos.be.

5. LINKS TO AND FROM OTHER WEBSITES

Hypertext links to other websites may appear on the Website. Furthermore, certain websites may include a link to the Website. These third-party websites are not controlled by Zelos, which therefore assumes no responsibility for their operation, content or use. Unless expressly stated otherwise by Zelos on the Website, the existence of such links does not imply any approval by Zelos of these third-party websites or the use that may be made of them, nor any association or partnership with the operators of these websites.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Website and its components (trademarks, logos, graphics, photographs, animations, videos, music, text, etc.) are the property of Zelos. They are protected by intellectual property rights (including copyright, design rights, trademark rights, etc.) and may not be reproduced, used or distributed without the prior written authorisation of Zelos or, where applicable, the relevant rights holder, under penalty of constituting an offence of copyright and/or design and/or trademark infringement, punishable by three months to three years' imprisonment and a fine of €100 to €100,000, or one of these penalties alone.
- 6.2 Zelos hereby grants the User a non-exclusive, non-transferable licence, for an indefinite period and revocable at any time without cause, to access, display and download the content of the Website solely for the purposes of display. The User may also print a copy of the content displayed

on the Website for their personal use, provided that they do not alter the content of the Website in any way and that they retain all references to the authorship and origin of the Website.

Reproduction is therefore only authorised for strictly private purposes within the meaning of Article XI.190 5° of the Economic Law Code.

6.3 Any use of the Website and its components not covered by this article is strictly prohibited.

7. COMPLAINTS

7.1 To be valid, any complaint by the User relating to the Website must be communicated in writing within eight (8) calendar days of becoming aware of the fact giving rise to the complaint. Failure to raise an objection in accordance with the above rules shall result in the User's unconditional and unreserved acceptance of the event giving rise to the complaint and, de facto, the definitive waiver of any complaint in this regard.

8. MODIFICATIONS AND LANGUAGE VERSIONS

- 8.1 Zelos reserves the right to modify and update, at any time, by notifying Users via the Website, these Terms of Use, the Charter, and the Cookie Policy, access to the Website and its content. All such modifications shall be binding on Users each time they access the Website.
- 8.2 In the event of any discrepancies between the different language versions of these Terms of Use, the Charter or the Cookie Policy, the French language version shall prevail.

9. VALIDITY OF CONTRACTUAL CLAUSES

- 9.1 Zelos's failure to invoke a provision of these Terms of Use at a given time shall not be interpreted as a waiver of its right to invoke that provision at a later date.
- 9.2 The invalidity, expiry or unenforceability of all or part of any of the above or following provisions shall not invalidate these Terms of Use as a whole. The provision that is wholly or partially invalid, expired or unenforceable shall be deemed unwritten. Zelos undertakes to replace this provision with another that will, as far as possible, pursue the same objective.

10. APPLICABLE LAW AND COMPETENT JURISDICTION

10.1 The validity, interpretation and/or enforcement of the Terms of Use are subject to Belgian law, to the fullest extent permitted by applicable rules of private international law.

- 10.2 In the event of a dispute relating to the validity, interpretation or enforcement of the T&Cs, the Courts and Tribunals of the judicial district of Brussels shall have exclusive jurisdiction, to the fullest extent permitted by the applicable rules of private international law.
- 10.3 Before taking any steps to resolve a dispute through legal proceedings, the User and Zelos undertake to attempt to resolve it amicably. To this end, they shall first contact each other before resorting, where appropriate, to mediation, arbitration or any other alternative dispute resolution method.