



UNDO srl  
Chaussée de La Hulpe 177, Box 11  
B-1170 Brussels

Customer Service Phone: 1989 or +32490461999  
[support@undo.be](mailto:support@undo.be)  
[www.undo.be](http://www.undo.be)

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## Terms of Use for UNDO Websites

### 1. General Information

These general terms and conditions (hereafter referred to as "Terms of Use") are applicable to the use of all parts of the websites (including the mobile ones and social media pages) created and/or operated by UNDO srl, Chaussée de La Hulpe 177, Box 11, B-1170 Brussels (hereafter referred to as the "Sites").

A user is someone who obtains access to the Sites (hereafter referred to as "User").

By using the Sites, the User fully and unconditionally accepts the Terms of Use that apply thereto and undertakes to comply with them. If the User does not agree with the Terms of Use, he shall refrain from making any use whatsoever of the Sites.

In case of a breach of the Terms of Use, UNDO reserves the right to refuse access to the Sites, without prejudice to the right of UNDO or any third party to claim compensation for all direct and indirect damage sustained as a result of the breach.

UNDO reserves the right to amend these Terms of Use in full or in part, at any time and without notice. Regular consultation of these Terms of Use is therefore recommended, in order to remain up to date with the latest version.

### 2. Use of the Sites

Use of the Sites is in principle free of charge.

To be able to use certain Sites, the User must register, provide certain data and/or create an access code and/or password. If the User does not agree to this, he will not be able to use the parts concerned of the Sites.



Where the use of certain Sites is paying, the User will be advised thereof in advance, along with the applicable terms and conditions, prices, and method of payment.

UNDO provides the User of the Sites a with a non-exclusive, non- transferrable license for an indefinite period of time to download the contents of the Sites for the sole purpose of reproducing those contents on one computer. This license may however be revoked at any time, without a reason having to be given. The User may print out one copy of the contents of the Sites, provided this is for his own use and the contents are not changed in any way.

The Sites may only be used only for personal and private purposes by private customers and only for internal purposes by business customers. Consequently, any commercial use of the Sites is strictly prohibited.

Users shall not perform any acts that might destroy the Sites or disrupt their proper functioning. In case of misuse or improper use, UNDO reserves the right to suspend and/or cancel the User's access to the Sites without official notice or warning.

### **3. Copyright and right of the database producer**

All brands, copyrights, patents, intellectual and other property rights which apply to the Sites shall remain the property of UNDO at all times. The Sites constitute both a copyright-protected work and databases to which UNDO owns the copyrights and producer rights. The texts, layout, illustrations, photographs, films, graphics and other components of the Sites are copyright-protected. Any copy, adaptation, change, translation, rearrangement, publication, lease or any other type of use of all or part of the Sites, in any form or on any medium, whether electronic, mechanical or other, is strictly prohibited without prior written consent from UNDO. The database contents are protected by the sui generis right that entitles the producer to prohibit any retrieval and/or reuse of all or part of these contents. Any infringement of these rights may lead to criminal or civil prosecution.

### **4. Brands and trade names**

The names, logos and other signs that are used on the Sites (including but not limited to the UNDO logo and name) are legally protected brands and/or trade names. Any use of these or similar signs is strictly prohibited without UNDO's prior written consent.

### **5. Liability**

UNDO will make every effort to ensure the proper functioning of the Sites.

Barring deliberate acts and/or mandatory legal provisions, UNDO shall not be held liable in any way for any loss or damage (direct, indirect, material or immaterial, etc.) as a result of



(1) the contents of the Sites. UNDO does not guarantee the accuracy, adequacy or completeness of the information contained on the Sites. The information on the Sites, including information concerning products and services offered for sale, may be changed without prior notice.

UNDO takes utmost care in the creation, updating and maintenance of the Sites. However, should the user note that the Sites contain inaccurate or obsolete information or harmful or unlawful content, or believe that one of his rights (intellectual or other) has been infringed, he should report this immediately by contacting UNDO Customer service department, Phone +32 490 46 19 99 / email: info@undo.be and provide the following details:

- Last name, first name and e-mail address
- A description of the exact location of the litigious content (which image, which sentence, etc.?)
- The reason why, according to him, this content should be changed or deleted.
- Mention of the fact that he wishes to draw UNDO 's attention only to the content in question or that he wants UNDO to consider his message as a complaint through which he reports personal harm.

(2) the use made of the Sites ;

(3) the security of the Sites. This applies, among other things, but not limitatively, to any viruses, errors and computer fraud;

(4) the accessibility/availability of the Sites. UNDO does not guarantee that all functions of the Sites will always, via all technical means, be available without faults or interruptions or that faults or interruptions will be repaired immediately. In addition, UNDO may refuse or stop access to the Sites at any time and without prior notice.

UNDO cannot under any circumstances be held liable for services and/or products, or for their billing, if these are offered by third parties and are accessible via the Sites, even if UNDO receives payment for this or UNDO deals with the billing of these services and/or products for the account of third parties.

In all cases where UNDO is liable, its liability will be limited to €100 (one hundred euros).

The above limitations and/or exclusions of UNDO 's liability apply insofar as they are valid by virtue of the applicable law.

## 6. Privacy - Cookies



For more information, consult UNDO 's privacy policy [here](#) and cookie policy [here](#).

## 7. Contributions of Users

Users can share content (video, audio, text, photographic material, etc.) in certain places on the Sites (hereafter referred to as "Contributions"). The Users grant UNDO explicit authorization to reproduce these Contributions on the Sites and thus to share them with the public via the Internet, worldwide and without limitation in time, without being able to claim any financial or other remuneration in return.

The Users are fully and solely responsible for the contents of their Contributions and for the consequences of their dissemination via the Sites. The Users guarantee that they possess all the requisite rights and/or authorizations that are necessary for publication on the Sites as described above. The Users shall safeguard UNDO against any complaints, claims or actions of third parties or of any monitoring entity with respect to their Contributions.

UNDO does not carry out any prior checks of the Contributions. However, in the case of unlawful Contributions or Contributions which can reasonably be assumed to constitute an infringement of the rights of third parties, UNDO retains the right to not disseminate them or to remove them from its Sites, without prior notice to the User who submitted the content.

## 8. Illegal, harmful, inappropriate contributions of Users and the notice & take down procedure

For this, please consult [here](#) the Terms and Conditions of Use of an Internet access via the UNDO network.

## 9. Hyperlinks

If the Sites contain hyperlinks (directly or via search engines) to websites which are not owned by UNDO, UNDO shall not be liable for the links or for the contents or the existence of those other sites. The presence of such links does not in any way imply that UNDO approves of them or that there are any ties with their owners.

It is prohibited to insert hyperlinks on the Sites that lead to another site, without prior written approval from UNDO.

## 10. Nullity of a provision

The nullity, invalidity or unenforceability of one or several provisions of the Terms of Use shall not result in the nullity, invalidity or unenforceability of the Terms and Conditions in their



entirety. The provision, which is entirely or partially null, invalid or unenforceable shall be deemed as unwritten, while all other provisions shall remain fully applicable. The provision declared invalid shall then be replaced by another provision with the same effect.

## 11. Waiver of rights

Any failure or delay in exercising a right resulting from the Terms of Use shall not be construed as an abandonment thereof. Any failure to exercise a right or only partially exercising a right does not preclude that right or any other right resulting from the Terms of Use from being exercised later.

## 12. Applicable law

Belgian law shall apply to the Sites. The Brussels courts shall have sole jurisdiction over disputes arising from the use of the Sites.

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Version: April 2023