

WEBSITE DISCLAIMER

1. INTRODUCTION

- 1.1. This website is owned and controlled by Gem One NV (hereinafter “us”). You can contact us by using our website contact form or by e-mail to info@gemone.com.
- 1.2. This disclaimer shall govern your use of our website.
- 1.3. By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website. We may revise this disclaimer from time to time. Such revised disclaimer shall apply to the use of our website from the time of publication of the revised disclaimer on the website.
- 1.4. Our website uses cookies; by using our website or agreeing to this disclaimer, you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policy.

2. AUTHORIZED USE OF OUR WEBSITE

- 2.1. We, together with our licensors, own and control all the copyright and other intellectual property rights in our website and in the material (including images, logo’s, photographs, etc.) on our website. You may view, download and print pages from our website, subject to the other provisions of this Website Disclaimer.
- 2.2. You may request permission to use the copyright materials on our website by writing to us by email or post, using the contact details published on the website.
- 2.3. You must not :
 - a) download any material from our website or save any such material to your computer, unless our express prior authorization.
 - b) duplicate material from our website in any manner and/or exploit material from our website for a commercial purpose.
- 2.4. If we discover that you have used our copyrighted materials in contravention of the licence set out in this Website Disclaimer or of our permission, we may bring legal proceedings against you, seeking monetary damages and/or an injunction to stop you using those materials. You could also be ordered to pay legal costs.

3. INACCEPTABLE USE OF OUR WEBSITE

- 3.1. You must not:
 - a) use our website in any way or take any action that causes, or may cause, damage to the website or impair its performance, availability or accessibility.
 - b) use our website in any way or for any purpose that is unlawful, fraudulent or harmful.
 - c) use our website to copy, store, host, transmit, send, use, publish or distribute any malicious computer software including spyware, computer viruses, etc.
 - d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
 - e) access or otherwise interact with our website using any robot, spider or other automated means.
- 3.2. You must ensure that all the information you supply to us through our website, or in relation to our website, is accurate, complete and not misleading.
- 3.3. We reserve the right to restrict access to (areas of) our website, or to alter any or all of our website services at any time at our sole discretion without notice. You must not (attempt to) circumvent or bypass any access restriction measures on our website.

4. LINKS TO OUR WEBSITE

- 4.1. We welcome links to our website made in accordance with the terms of this policy.

4.2. You must not:

- a) Create links pointing to our website that are misleading;
- b) Omit appropriate link text in links pointing to our website
- c) use our company logo to link to our website (or otherwise) without our express written permission.
- d) link to our website using any inline linking technique.
- e) frame the content of our website or use any similar technology in relation to the content of the website.

4.3. You agree that, should we request the deletion of a link to our website that is within your control, you will delete the link promptly.

5. LIMITED WARRANTIES

5.1. We do not warrant or represent the completeness or accuracy of the information published on our website.

5.2. You will not be entitled to any compensation or other payment in case we restrict access to (areas of) or website, or alter any or all of our website services.

6. Liability

6.1. Nothing in this disclaimer limits or excludes any liability in any way that is not permitted under applicable law.

6.2. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control, including but not limited to, loss or corruption of any data, database or software.

6.3. We will not be liable to you in respect of any direct, indirect or consequential loss or damage.

7. SEVERABILITY

7.1. If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

7.2. If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

8. APPLICABLE LAW AND FORUM

8.1. This disclaimer shall be governed by and construed in accordance with Belgian law.

8.2. Any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the competent courts nearest to the seat of Gem One NV as indicated in clause 1 of the present Website Disclaimer.