

## **Article 1: Property Website and modifications**

The website [www.callup.io](http://www.callup.io) (hereinafter the “Website”) and its subdomains are managed by and are property of Co-Labs ASBL, with registered offices at 115, Avenue Paul Deschanel, a company listed in the Belgian Trade and Companies Register under number BE 0654906386 (hereinafter “CO-LABS”).

In case of questions, complaints and/or remarks with regard to the Website, you can always contact the team at the following email address: [info@co-labs.be](mailto:info@co-labs.be)

CO-LABS reserves the right to modify these General Terms of Use at all times, without any prior warning, in order to comply with the (changing) legal obligations or to improve our service for you. Any modified version of these General Terms of Use shall be deemed to have been applicable as from the first date of publication on the Website. We advise you to regularly consult the Website.

Using the Website implies that the “User” of the Website (included herein, but not limited to, the mere internet user, customer, etc.) agrees entirely and irrevocably with the conditions and guidelines for the use of the Website contained in the present General Terms of Use, as well as any other legal document mentioned on this Website.

## **Article 2: Intellectual Property Rights**

All components of the Website (including but not limited to the used software, source codes, layout, text, logos, photographs, drawings, images, sound, databases, names, trademarks and domain names) are works protected by copyright and / or other intellectual property rights including trade marks.

All relevant property rights, including intellectual property rights (copyright, trademarks, database rights, design rights, etc.) belong to CO-LABS or are included on the Website with the authorization of the owner of the relevant rights.

No component of the Website itself, nor the data and information provided on the Website may be stored (other than required in order to visit the Website), or reproduced, modified, translated, rendered public, distributed, rented out, sold, transferred to others or in any way used without the prior written authorization of CO-LABS.

## **Article 3: Liability**

CO-LABS is careful to provide information that is as accurate as possible but can not guarantee the complete accuracy, completeness or suitability of the information on the Website and can not be held liable for this. This applies to the information that has been posted on the Website by CO-LABS as well as to the information from Users or other parties. 'Information' shall mean everything that can be found on the Website, including text, images, sound, data, etc.

CO-LABS is not liable for any decision or action that would be taken by the User on the basis of information provided on the Website, nor is it responsible for any errors or mistakes of the User based on the information on the Website.

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CO-LABS is not liable for direct or indirect damages that could be caused by inaccuracy, incompleteness, inadequacy, forgetfulness or neglect in providing, composing, drawing, writing and interpreting the information on the Website.

CO-LABS is not liable for any permanent or temporary damage or defaults of the computer equipment or data from the User during or after the use of the Website. In particular, CO-LABS cannot be held liable for the possible transmission of viruses, trojans and such via the Website.

CO-LABS is not liable for links to websites operated by others, or for the damage caused in the course of a visit to such websites. CO-LABS has no control over such websites and cannot be held liable for the content displayed thereon.

For the realization of the Website, CO-LABS is using, to the reasonably largest extent, the most modern available techniques. However, CO-LABS cannot be held responsible for the (temporary) failure or any malfunctioning or maintenance work on - or of - the Website.

## **Article 4: Privacy**

Given the evolution of the privacy legislation, CO-LABS reserves the right to change its Privacy Policy at any moment. Consequently, CO-LABS advises the User to verify on a regular basis on the Website whether changes have been made to the Privacy Policy.

## **Article 5: Waiver**

The lack of enforcement by CO-LABS of any provision of these General Terms of Use or not undertaking any action with respect to a User of the Website in the event of a possible breach of any provision, cannot be interpreted as a waiver of claim or right in respect of any provision in the context of a possible future infringement by a User.

## **Article 6: Severability**

If any provision of these General Terms of Use should be considered wholly or partly illegal, invalid or unenforceable under applicable law, that provision will no longer be part of these General Terms of use. The legality, validity and binding nature of the other provisions of these General Terms of Use shall remain unaffected.

## **Article 7: Competent Court and Applicable Law**

These General Terms of Use shall be governed by - and construed in accordance with - the Belgian legislation.

The competent courts for disputes regarding these General Terms of Use will be the courts of Brussels, French-speaking section, unless otherwise imposed by mandatory statutory provisions.

