

**LEGAL DISCLAIMER**  
Version of September 2021

**1. General:** Welcome to APPWISE's (APPWISE BV – Watertorenstraat 2, 3590 Diepenbeek, Belgium – VAT BE0503.920.245) website <https://appwise.be/> (hereinafter: 'Website'). Here are the basic rules governing your use of the Website (hereinafter: 'Terms of Use'). Please read these before using this Website in any way. Each time you visit the Website, the latest version of these Terms of Use will govern your use, which implies that you always accept the latest version. Any amendments will be announced on the Website and the new Terms of Use will take effect thirty (30) days after the announcement. If you disagree with any provision of these Terms of Use or if you have any difficulty reading them, please contact APPWISE and stop using this Website in the meantime (see contact details at the bottom of the Terms of Use). The contents of this Website may change without notice and do not create, specify, amend, or replace any new or prior contractual obligations agreed in writing between APPWISE and the visitor.

**2. Nature of the information offered:** The information available on this Website is of a general nature. It is not adapted to personal or specific circumstances and thus cannot be considered personal advice. This Website and all its content are provided 'as is' and with no guarantees. Using this Website and its information is thus at your sole risk.

**3. Permitted use:** The Website may be used only in the manner explicitly described in these Terms of Use. Your right to use the content of the Website is granted on condition that you do not alter the content, that you respect all copyright, trademark, and other proprietary notices, and that you accept all conditions, provisions, and notices accompanying the content or appearing elsewhere on this Website. You are expressly forbidden (i) to use the Website (and its contents) for unlawful purposes and (ii) to use errors on the Website, known to APPWISE or not, for your benefit or that of third parties.

**4. Liability:** APPWISE does its utmost best to ensure that the content of this Website is as complete, correct, accurate, and up to date as possible. If the provided information contains errors or if certain information is not available, APPWISE will try to correct this as soon as possible. If you find any inaccuracies, please contact APPWISE (see contact details at the bottom of the Terms of Use). APPWISE endeavors to secure the Website by all reasonable means and to limit any inconveniences caused by technical errors as much as possible. But APPWISE cannot rule out incorrect technical operations or unauthorized interventions. The Website's availability may be affected by numerous factors beyond APPWISE's control. For these reasons, APPWISE cannot guarantee uninterrupted access. APPWISE is not liable for indirect or consequential damage (including, but not limited to, loss of time, loss of an opportunity, loss of data, loss of profits, and so on). APPWISE does not accept liability for statements made or published on the Website by third parties and need not correct any inaccurate data, information, conclusions, or advice published by third parties in relation to this or any other information source that APPWISE provides. However, nothing in these Terms of Use excludes APPWISE's liability for an intentional act or fraud.

**5. Links to third-party websites:** This Website may contain hyperlinks to other websites over which APPWISE exercises no technical or content control. APPWISE is not responsible for data processing by third parties. As APPWISE does not warrant the completeness or correctness of the content, or the availability of these websites, it

accepts no liability for any direct or indirect damage resulting from their use.

**6. Intellectual property:** All parts of the Website, including the logo, name, texts, images, video files, sound files, and layout are protected by intellectual property rights. Unless stated otherwise, APPWISE is the sole owner or licensee of these intellectual property rights. Any form of copying, reproduction, sharing, imitation, or other use, in whatever form, is prohibited without APPWISE's prior and written consent. All or part of the publicly available contents of the Website may be copied, reproduced, downloaded, transmitted, catalogued, and distributed for reference purposes and in any way that positively increases awareness of the Website and APPWISE, including through social networks, provided that each representation contains a clear reference to the Website and APPWISE. This is all without prejudice to APPWISE's ability to immediately terminate this representation at any time.

**7. Protection of personal data:** All personal data that APPWISE collects through this Website are processed in accordance with [the privacy policy](#). The information you provide through your use of the Website is confidential. APPWISE is responsible for processing these data in accordance with the (i) Belgian Act of July 30, 2018 on the protection of natural persons with regard to the processing of personal data and (ii) Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**8. Applicable law and court:** These Terms of Use and all related disputes are subject to and must be resolved in accordance with Belgian law. Any dispute relating to the existence or application of these Terms of Use and to their interpretation or implementation is subject to the exclusive jurisdiction of the courts where APPWISE has its corporate domicile unless the law dictates the jurisdiction of another court.

**9. Miscellaneous:** If any part or clause of these Terms of Use is found to be unlawful, invalid, or unenforceable for whatever reason, the remaining parts or clauses will not be affected as a result and will remain valid and enforceable as if the invalid or unenforceable parts or clauses were not included in the Terms of Use. Each invalid or unenforceable clause will immediately be replaced as far as possible by a clause that approximates what APPWISE intended with that part or clause.

**10. Contact:** If you require further information or have comments, please contact APPWISE as follows:

- by post: APPWISE BV, Watertorenstraat 2, 3590 Diepenbeek, Belgium
- by email: [legal@appwise.be](mailto:legal@appwise.be)