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Agreement

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Licence

3. The software, databases, website, trade marks, service marks, logos, iconography, film, imagery and other content and services originating or hosted from this website are ultimately owned by Wajer and its licensors and protected by intellectual property rights ("Wajer Content").

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5. This website is made available for your personal (non-business, non-commercial) use. You agree to only make use of this website in the manner of a polite, law abiding and reasonable person. When registering to use this website or other service you agree not to impersonate any living, dead or fictitious person. You agree, whether intentionally or unintentionally, not to hack this website or cause this website to become infected with a computer virus or similar uninvited software or otherwise interrupt or interfere with website services.

6. Each product reference on this website is offered subject to a separate full product description which sets out additional specific conditions related to that product including, without limitation, terms and conditions concerning estimated delivery dates, times, warranties, after sales, service and guarantees. Such product descriptions and other details are available from your local Wajer Centre.

7. We will take all reasonable care to ensure all details, descriptions and prices of products appearing on this website are correct. Although we aim to keep this website as up to date as possible, the information including product descriptions appearing on this website at a particular time may not always reflect the actual position. As previously mentioned, such product descriptions and other details are available from your local Wajer Centre.

8. If you are uploading content by invitation, we recommend that you do not use this website as your exclusive repository for storing such content. If the uploaded content does not belong to you, you are responsible for obtaining any required third party permissions before uploading such content. Wajer may or may not pre-screen or review uploaded content. Wajer retains the right, but not obligation, to do so and to remove uploaded content. You are responsible for any content you upload and publish on this website.

9. To provide increased value to our users, we may provide links to other websites or to resources for you to access at your sole discretion. If accessing such link you agree that, as you have chosen to enter the linked website, we are not responsible for the availability of such external websites or resources, and do not review, monitor or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy or security practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, or (iv) for any damage, loss or offence caused, or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

10. Wajer does not represent or promise that this website or these website services will be continuously available. We reserve the right at any time and for any reason to modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you.

11. You may access the services available from this website by linking to the server on which this website is hosted. These website services are provided from this server on an 'as is' and 'as available' basis. Any services you take from this website are taken by you at your own risk. Your access to this website and any services you take from this website are dependent on your ability to connect to this website and the availability, efficacy and integrity of the transmission networks existing between this website and the device you use to access this website. Wajer is not responsible for providing, or for the availability, suitability or efficiency of these transmission networks. Substandard transmission networks may detract from a successful user experience.

Personal Data

12. The information you provide to Wajer may be used by them for marketing Wajer products and services, research and managing your relationship. We may share your information with our group companies, Wajer Outlets and our service providers including those located outside the Netherlands. More detail about how we process your information is available from our website at <www.Wajer.com>.

Liability

13. Wajer will not be liable to you for:

- a. any loss of income, loss of business, loss of or damage to reputation or goodwill, loss of opportunity, or loss of actual or anticipated profits, in connection with or arising out of the agreement;
- b. any loss or corruption of data in connection with or arising out of your use of this website or website services;
- c. any loss or damage which was not caused by our breach of the agreement or of our legal duty of care;
- d. any loss or damage which was not a reasonably foreseeable result of our breach of the agreement or of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into the agreement, such loss was contemplated by you and by us; or
- e. any loss or damage suffered by you as a result of your failing to take reasonable precautions against such loss or damage.

14. You agree fully to indemnify, defend and hold Wajer, and their officers, directors, employees, agents and suppliers, harmless immediately on demand from and against all claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the conditions by you or any other liabilities arising out of your use of this website.

15. Nothing in the agreement shall limit or exclude the liability of Wajer for death or personal injury caused by their respective negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by mandatory law.

General

16. Your right to use this website subject to these terms and conditions is personal to you and you have no permission to transfer or otherwise deal with any rights or obligations arising in connection with the agreement.

17. The agreement (and all non-contractual obligations arising in connection with the agreement) shall be governed by the laws of the Netherlands, and we agree to submit all disputes between us to the jurisdiction of the Dutch court.

18. These written terms as agreed comprise the whole agreement between you and Wajer and replace and supersede completely any and all previous agreements, proposals, representations, correspondence or discussions by or between us relating to this website and these website services. Wajer intends to rely upon only these written terms and conditions, and not any statements or representations made elsewhere, in advertising or directly to you by any of our employees or agents. All warranties, terms, representations or conditions not expressly set out in these terms and conditions do not form part of the agreement and are excluded, with the exception only of those terms implied into the agreement by virtue of statutory or other laws and which terms may not be limited or excluded as a matter of law.

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