



ONTEX' iD-direct B2C Website and related services : Terms of Use

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Acceptance and modification of these Terms of Use

By accessing and using this <http://www.id-direct.com/ukb2c/en/home.html> Website, or by clicking on "ACCEPT", you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not accept these Terms of Use you are not authorized to use this Website.

If you are entering into these Terms of Use on behalf of a company or institution, you hereby agree – and declare and represent that the company or institution you represent (hereinafter, collectively, the "User") agrees – to these Terms of Use.

ONTEX may revise these Terms of Use at any time and such modification will be effective upon posting to the Website. We shall notify you of the change to these Terms of Use by updating the effective date at the top of these Terms of Use. You agree to be bound by any such revisions and should therefore visit this page every time you visit the Website to determine the current terms to which you are bound.

Where required by applicable law, you will be given reasonable notice notified by email of the changes. Your continued use of the Website after any modifications to these Terms of Use come into force shall indicate your agreement with such modified terms.

Company Information

This Website is operated by:

Ontex BVBA

Genthof 5

9255 Buggenhout

Belgium

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Purchase

Any purchase of products from ONTEX on the Website will be subject to ONTEX' Terms and Conditions of sale that you will be requested to accept before placing any order on the Website.

Content of the Site

The information relating to ONTEX and its products and services on this Website is provided subject to the following conditions:

- Information on this Website is provided as is. ONTEX makes no warranties or representations about the accuracy or completeness of this Website content. To the fullest extent permitted under applicable law, ONTEX nor any of its contractors or employees shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of access to or use of any content of this Website, in accordance with sections "Disclaimer of Warranty" and "Limitation of Liability" below.



- ONTEX reserves the right to make additions, deletions, or modifications to the information contained on the Website at any time, to (temporarily or permanently) block the access to the Website or to shut down the Website, without any prior notification, in order to perform maintenance and/or to implement any improvement and/or modification on the Website.
- Whilst ONTEX makes all reasonable attempts to exclude viruses from this Website, it cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading information from this Website.
- ONTEX intends to update the Website on a regular basis but, to the extent permissible pursuant to applicable law, assumes no obligation to update any of the content.

Permitted Use

The following activities relating to the use of the Website are expressly prohibited: (i) any use of the Website, which in our sole judgment, degrades the reliability, speed, or operation of the Website or any underlying hardware or software thereof, and (ii) any use of the Website which is unlawful or in violation of these Terms of Use.

You may not access or use the Website in any manner that could damage, disable, overburden, or impair any ONTEX' accounts, computer systems or networks. You may not attempt to gain unauthorized access to any ONTEX' accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Website or any ONTEX' accounts, computer systems or networks.

You may not access, download, use or export the Website, or the content provided on the Website, in violation of U.S. or E.U. export laws or regulations, or in violation of any other applicable laws or regulations.

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Disclaimer of Warranty

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ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL IN ACCORDANCE WITH SECTION "LIMITATION OF LIABILITY" BELOW.

The above limitations of warranties may not be permitted in all jurisdictions, and these limitations are notably without prejudice to your mandatory rights as a consumer under applicable laws.

Limitation of Liability

Any and all announcements and statements made on this Website pertaining to marketing activities or financial data are statements of intention only and do not constitute any obligation or liability on the part of ONTEX and/or its agents and affiliated companies.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ONTEX OR ANY OF ITS CONTRACTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, BUSINESS, OPPORTUNITY, GOODWILL, CLIENTELE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, DELAYS OR INTERRUPTION OF ACCESS TO THE WEBSITE, COMPUTER VIRUS, FAILURE OR MALFUNCTION OF YOUR SYSTEMS ARISING IN RELATION TO YOUR USE OF THE WEBSITE, INACCURATE CONTENT OR OMISSION, OR OTHER INTANGIBLE LOSSES, AS WELL AS THIRD PARTY CLAIMS (EVEN IF ONTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM CLAIMS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), HIDDEN OR LATENT DEFECTS, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY.



TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ONTEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED EUR € 100. THIS LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME JURISDICTIONS. IN NO EVENT SHALL ONTEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE.

This limitation of liability does not limit ONTEX' liability for its own intentional negligence or fraud, or any other liability which may not be excluded under applicable law, and is without prejudice to your mandatory rights as a consumer under applicable law.

External Links

This Website contains some hyperlinks to other websites and references to other information sources. These links and information sources are provided as information. These websites and the information contained on those websites are not under ONTEX' control nor supervision and they have not been checked by us and these Terms of Use do not apply to them. ONTEX offers no guarantee of the quality, legality, reliability and completeness of the information contained on those websites. We decline any responsibility for any damage that may result from consulting any of the information contained on those websites.

Accounts and Passwords

If you choose to register to the Website, you may not share your password(s), account information, or access to the Website. You are responsible for maintaining the confidentiality of your password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the Website.

General

Your obligations under this section and sections "Disclaimer of Warranty" and "Limitation of liability" will survive termination of these Terms of Use for a period of 5 years.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

You agree to hold harmless, defend and indemnify ONTEX and its directors, officers, employees, contractors, and agents from and against any and all claims, proceedings, damages, expenses, costs and losses (whether direct, indirect, economic or consequential, and including without limitation loss of profit, loss of opportunity, loss of business, loss of data and loss of goodwill, as well as third parties' claims) arising out of, in connection with or otherwise in relation to your violation of these Terms of Use.

Applicable law – Competent Court

The Website was created and is operated under the laws of Belgium. These Terms of Use and any contractual or non contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination shall be construed and interpreted in accordance with and governed by the laws of Belgium, to the extent that the laws



of Belgium are not overridden by applicably mandatory laws, e.g. consumer protection laws you would mandatorily benefit from.

Without prejudice to your mandatory rights under applicable laws to refer any claims to other competent courts, any dispute arising between the parties arising out of or in connection with these Terms of Use, the use of the Website and/or any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts of Dendermonde, Belgium.