

Terms of Use for the Excimp WEBSITE

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1 Introduction

These are our terms and conditions for use (collectively referred to herein as “TERMS”) of the excimp.com website (collectively referred to herein as “WEBSITE”), created and maintained by Excimp International B.V. (collectively referred to herein as “EXCIMP”). These terms and conditions contained herein, shall govern your use of the WEBSITE, including all pages within this WEBSITE. These TERMS apply in full force and effect to your use of this WEBSITE and by using this WEBSITE, you expressly accept all terms and conditions contained herein in full. You must not use this WEBSITE if you have any objection to any of these WEBSITE TERMS. The use of any product, service or feature available from our company WEBSITE excimp.com shall be governed by these TERMS. In these WEBSITE TERMS, “YOUR CONTENT” shall mean any data, audio, video, text, images or other material you choose to display on or provide to this WEBSITE. This WEBSITE is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this WEBSITE if you are a minor.

2 Intellectual Property Rights

EXCIMP owns all rights to the intellectual property and material contained in the WEBSITE, and all such rights are reserved. In situations where you are licensed, you are granted a limited license only, subject to the restrictions provided in these TERMS, a license contract or other contractual obligations, for purposes of viewing the material contained on this WEBSITE.

3 Restrictions

The usage authorization is limited to access to the WEBSITE as well as to the intended use of the available on the WEBSITE services under these TERMS. You are expressly and emphatically restricted from all of the following:

- using this WEBSITE in any way that:
 - is, or maybe, damaging to this WEBSITE;
 - impacts user access to this WEBSITE;
 - is contrary to applicable laws and regulations, or
 - in a way that causes, or may cause, harm to any person or business entity or to the WEBSITE;
- engaging in:
 - data mining, data harvesting, data extracting or any other similar activity in relation to this WEBSITE, or while using this WEBSITE;
 - advertising or marketing using this WEBSITE;
- commercializing WEBSITE material in any way;
- publishing WEBSITE material.

This WEBSITE may contain areas with restricted access by you. EXCIMP may further restrict access by you to any areas of this WEBSITE, at any time, in its sole and absolute discretion. Any user ID and password you may have for this WEBSITE are confidential and you must maintain the confidentiality of such information.

4 Content Usage Rights

With respect to YOUR CONTENT, by displaying or providing it, you grant EXCIMP a non-exclusive, worldwide, irrevocable, royalty-free, sub- licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Content usage is made possible and permitted for you based on restrictions and/or authorizations and/or permissions by these TERMS or on the WEBSITE by selecting the appropriate functionality (e.g. the download button) allowing you:

- To access the content available on the WEBSITE exclusively for personal purposes online and view;
- To download relevant content (“Download”) and;
- For properly downloaded or printed content to receive a temporally unlimited and non-exclusive right to use content for your own, non-commercial purposes. Incidentally, all rights to the content in the original rights holder (EXCIMP or the relevant third party) remain.

You are not allowed to edit the content available on the WEBSITE in whole or in part, modify, translate, show off or show, publish, display, reproduce or distribute. It is also prohibited to remove copyright notices, logos and other signs or protective notes or change.

YOUR CONTENT must be your own and must not be infringing on any third party’s rights. EXCIMP reserves the right to remove any of YOUR CONTENT from this WEBSITE at any time, and for any reason, without notice.

5 Limitation Of Liabilities

A claim to the use of available services on the WEBSITE is exclusively within the framework of the technical and operational capabilities of EXCIMP. Due to the nature of the Internet, computer systems and mobile devices, EXCIMP assumes no responsibility or liability for:

- the continuous availability of the WEBSITE or
- the availability of all services on all terminals.

EXCIMP, nor any of its officers, directors and employees, shall in no event be liable to you for anything arising out of or in any way connected with your use of this WEBSITE, whether such liability is under contract, tort, consequential or special liability or otherwise arising out of or in any way related to your use of the WEBSITE. EXCIMP is entitled at any time to cease operation of the WEBSITE in whole or in part.

6 Indemnification

You hereby indemnify to the fullest extent EXCIMP from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these TERMS.

7 Severability

If any provision of these TERMS is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these TERMS unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

8 Variation Of TERMS

EXCIMP is permitted to revise these TERMS at any time as it sees fit, and by using this WEBSITE you are expected to review such TERMS on a regular basis to ensure you understand all TERMS govern the use of this WEBSITE, taking into account that:

- Unless any of these TERMS are changed or become invalid, the validity of the TERMS shall remain unaffected;
- These TERMS are subject to the laws of the Netherlands;

9 Assignment

EXCIMP shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these TERMS without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these TERMS.

10 Entire Agreement

These TERMS, including any legal notices and disclaimers contained on this WEBSITE, constitute the entire agreement between EXCIMP and you in relation to your use of this WEBSITE and supersede all prior agreements and understandings with respect to the same.

11 Governing Law & Jurisdiction

These TERMS will be governed by and construed in accordance with the laws of the Netherlands, and you submit to the non-exclusive jurisdiction of the courts located in the Netherlands for the resolution of any disputes.