

GENERAL TERMS OF USE

S.A SMSH

Effective since: 25th May 2018

1. INFORMATION ABOUT SMSH S.A

- 1.1. The website <http://www.sms-agency.com/> (hereafter: the "**Website**") is managed and operated under the responsibility of:

The S.A SMSH (ci-après, « **SMSH** »),
S.A SMSH
134, Rue de Coquelet
5000 Bouge-Namur
Belgique
[+32 \(0\)81 20 83 97](tel:+322081208397)

N° BCE : 697.888.769

- 1.2. The SMSH site provides information on services provided (hereinafter, the "Service").
- 1.3. Any question or complaint relating to the Website, these General Terms of Use (hereafter: "**Terms of Use**"), the Privacy Policy (hereafter: the "**Privacy Policy**") and the cookie policy (hereafter: "**Cookie policy**") can be directed to SMSH at the above address or at the following e-mail address: info@sms-agency.com.

2. ACCEPTANCE

- 2.1. Access to the Website is subject to these Terms of Use, the Privacy Policy, the Cookie Policy and applicable laws and regulations. Consequently, access to or use of the Website implies full and unconditional acceptance by the User (hereinafter referred to as the "**User**") of these Terms of Use, the Privacy Policy and the Cookie Policy.

- 2.2. These Terms of Use, the Cookie Policy and the Privacy Policy only relate to the relationship between the User and SMSH with regard to the use of the Website and the Service. They can be consulted at any time on the Website.

3. ACCESSIBILITY AND OPERATION OF THE WEBSITE

- 3.1. SMSH will, insofar as possible, ensure that the Website is up-to-date and remains accessible to a normal number of Users. SMSH does not guarantee that the functions of the Website will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.
- 3.2. SMSH can not be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical) disruption, delay, difficult accessibility and / or termination of the accessibility of the whole or a part of the Website or viruses or other harmful elements that are present on the Website.
- 3.3. If the User finds an error, virus or other harmful elements on the Website, he/she is requested to communicate it to SMSH at the following address:

S.A SMSH

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Belgique
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so that the necessary measures can be taken. SMSH advises the User in any case to install firewalls, antivirus and other necessary security software on his computer to prevent damage.

- 3.4. SMSH reserves the right to suspend or stop the Website in whole or in part, at any time, without justification and without prior information.

4. USE OF THE WEBSITE

- 4.1. The user agrees to use the Website only in accordance with its purpose, to the exclusion of any other purpose.

- 4.2. The User is obliged to ensure that all information he communicates is accurate and up-to-date.
- 4.3. The User agrees to use the Website in good faith and to respect the prevailing legislation, and in particular to refrain from:
- sending to SMSH false or misleading content (and update this content, if necessary, to ensure that it does not become false or misleading), or communication that occurs as obscene, racist or xenophobic, insultingly illegal, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of these things;
 - providing e-mail addresses or other types of content to SMSH without the prior consent of the persons involved;
 - sending to SMSH any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);
 - sending to SMSH any content that refers to illegal websites or websites with inappropriate content;
 - using the Website for sending unsolicited spam, pyramid schemes or similar fraudulent processes;
 - circumventing technical protection measures for documents and multimedia;
 - taking any action that may adversely affect the proper functioning of the Website, the Service, including the use of computer viruses, ransomware or mass mailing;
 - gaining (or attempting to gain) unauthorized access to (a part of) the Website or equipment (hardware and software) used for the proper functioning of the Website;
 - using of a false name, a pseudonym or use of the identity of someone else or of an entity;
 - using of the Website for purposes other than those described in these Terms of Use.
- 4.4. SMSH can not be held responsible for any non-compliance by the User with the Terms of Use, the Terms and Conditions, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User protects SMSH against any action, claim or complaint from third parties (including the government) with regard to the use of the Website.
- 4.5. The User uses the Website entirely at his/her own risk. The Website, the components and all information, software, facilities and associated services are offered as they are, subject to availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.
- 4.6. SMSH can not be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the Website and its components or the inability to use the Website in whole or in part.
- 4.7. The User is obliged to inform SMSH immediately in writing if he / she becomes aware of inappropriate behaviour or prohibited use related to the Website, by sending an e-mail to info@sms-agency.com.

5. LINKS TO AND ON OTHER WEBSITES

Links to other Websites can be displayed on the Website. These third-party Websites are not operated by SMSH, which can not be held liable for their operation, content and use. Unless expressly stated otherwise by SMSH on the Website, the existence of such links does not imply any approval by SMSH regarding these Third Party Websites or the use that could be made of them, nor any association or partnership with the operators of this Website(s).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Website and its components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.) are the property of SMSH. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of SMSH or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and / or models and / or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.
- 6.2. SMSH grants to the User a license, non-exclusive, non-transferable, for an indefinite period and at any time and without giving reasons, to gain access to the content of the Website, to view it and only download it for display purposes. The User may also print a copy of the content displayed on the Website for his personal needs, provided that he does not modify the content of the Website in any way and keeps all the mentions of authorship and origin of the Website. Reproduction is therefore only permitted for strictly personal purposes within the meaning of article XI.190 5 ° of the Belgian Code of Economic Law.
- 6.3. Any use of the Website and its components that are not covered by this article is strictly prohibited.

7. COMPLAINTS

- 7.1. Every claim / complaint of the User with regard to the Website will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the User of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

8. UPDATES AND LANGUAGE VERSIONS

- 8.1. SMSH reserves the right, at any time and without prior notice, to change/update these Terms of Use, the Privacy Policy and the Cookie Policy, as well as the access to the Website and its content. These changes are binding for the User (s) each time the Website is visited.
- 8.2. In case of differences between the language versions of these Terms of Use, the Terms and Conditions, the Privacy Policy and/or the Cookie Policy, the English version has priority.

9. VALIDITY OF CONTRACTUAL CLAUSES

- 9.1. If SMSH does not use / invoke one of the provisions of these Terms of Use for a period of time, this can not be interpreted in any way as a waiver to enforce these rights at a later date.
- 9.2. The nullity, invalidity or unenforceability of some of the provisions implies by no means the invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable is considered unwritten. SMSH undertakes to replace this provision by another who, as far as possible, pursues the same goal.

10. APPLICABLE LAW AND COMPETENT COURT

- 10.1. The validity, interpretation and / or performance of the Terms of Use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.
- 10.2. In the event of a dispute concerning the validity, interpretation or implementation of the Terms of Use, the courts of the judicial district of Brussels are exclusively competent.
- 10.3. Before commencing legal proceedings, the User and SMSH will aim to resolve the dispute amicably. That is why they will first contact, where appropriate and necessary, a mediator, arbitration or any identify another alternative dispute resolution method.