

TERMS OF SERVICES

Basically, you'll read hereafter that you own, control and are responsible of what you publish on Shaipz.com and we want your experience to be as funky as possible. We do ask that you treat our services and community with respect. If you ever stumble across anything that looks like it violates this simple rule, please let us know.

The website Shaipz.com is operated and managed by Shaipz scrl, a company to be incorporated under the laws of Belgium (« société en formation »), represented by Laetitia Massa.

ACCESS TO THE SERVICES

Access to the Shaipz website (hereinafter « **Shaipz** ») is only permitted subject to acceptance of these general terms and conditions, which Shaipz shall, however, be free to modify at any time. Any notification may be sent to the user by e-mail. Additional rules and lines of conduct shall be deemed to form an integral part of these general terms and conditions. The user is therefore advised regularly to refer to the latest version of these terms and conditions, which are available at all times on Shaipz.com.

In the framework of the use made of the website, the user shall expressly refrain from:

- Publishing any content and link that is illegal, harmful, threatening or improper, that constitutes harassment, that is defamatory, vulgar or obscene, that threatens another person's privacy, or that is hateful, racist or in any other way reprehensible;
- Publishing any content and link that contravenes the national and/or international applicable laws;
- Publishing any content and link that infringes any patent, registered trademark, manufacturing secret, intellectual property right or any other right of property belonging to other people;
- Collecting and storing personal data relating to the other users of Shaipz.

WEBSITE CONTENT

Shaipz represents and warrants that the elements, services and functions placed at the user's disposal comply substantially with the generally accepted standards if they are used in accordance with the instructions provided, and that the programs and all elements created by Shaipz and made available to the user, respect third parties' rights and in general are not unlawful.

Shaipz represents and warrants that it will use all reasonable endeavour to accomplish a desired result, on a best effort basis (« *obligation de moyen* »).

Shaipz shall under no circumstances be liable for any direct and/or indirect loss or damage sustained by the user in the context of use of the website and/or the content thereof placed at his/her disposal. Likewise, Shaipz shall only be liable for fraudulent misrepresentation or gross negligence directly and undoubtedly attributable to it.

The user shall also hold Shaipz harmless in the event of any claim, in one or other of the following cases:

- Loss of opportunities or of business income linked to the functioning or non-functioning or use or non-use of the website, or of the content that is on it or should be on it;
- Illegal or unauthorized intrusion of any third party in the Shaipz webserver or website;
- Temporary congestion of the bandwidth;
- Break in the internet connection service for reasons beyond the control of Shaipz.

The user accepts that the functionalities offered on Shaipz are subject to change, which means that some functionalities may be removed and others added, without the user being able to regard access to a particular functionality or group of functionalities as an acquired right. Likewise, Shaipz alone shall decide on the expediency of inclusion or removal of a particular content presented on the website.

USER'S RIGHTS

The user shall own all user content that user contributes to the site, but hereby grants and agrees to grant Shaipz a non-exclusive, worldwide, royalty-free, transferable right and license

(with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works and store such user content and to allow others to do so, in order to provide and/or promote the services.

WARRANTY DISCLAIMER

Shaipz reserves the right, at any time and on any grounds whatsoever, to alter or temporarily or permanently discontinue all or part of the access to the website, without having any prior notice obligation towards the user. This will be the case, for example, in the event of website maintenance or a major change in the services and/or the offered functionalities. Shaipz shall not be liable for any direct or indirect loss or damage associated with an alteration or suspension of or interruption in access to the website, for any reason whatsoever.

INTELLECTUAL PROPERTY

The information, logos, drawings, brand names, models, slogans, graphic charts, etc. accessible through the website may be protected by intellectual and/or industrial property rights. Except where expressly authorized to this end by Shaipz and/or the third party concerned, the user shall not be allowed to modify, reproduce, rent out, borrow, sell, distribute or create derived works based entirely or partially on the elements contained on the website. He/she is therefore not allowed (and may not authorize other people) to copy, modify or create a derived work, reverse the design or assembly or attempt in any other way to find the

source code, sell, grant, sublicense or transfer in any way whatsoever, any right relating to the website and/or its content.

USER'S PERSONAL DATA

The party responsible for the processing of your personal data is Shaipz. Any questions concerning registration and the processing of your personal data can be sent by e-mail to : hello@shaipz.com

By sending your personal data to Shaipz, you expressly authorize us to process this information for the purposes specified below.

Shaipz processes your data in accordance with the national and international provisions, including the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, as amended by the law of 11 December 1998.

The data collected are included in Shaipz computer files and will be processed with a view to:

- User management;
- The management and organisation of the services offered;
- To improve the quality of the services offered;
- To inform the user of new services and products from Shaipz.

Shaipz undertakes to protect the security of the user's personal data and implements the security procedures and technologies needed to avoid unauthorised access to, use and disclosure of the user's personal data. Personal data are stored on restricted-access computer systems installed in premises subject to surveillance.

The user has the right to express, in writing, his/her opposition to the processing of his/her personal data at any time, giving a serious and legitimate reason(s).

Shaipz might be prompted to disclose user's personal data at the request of a legal authority or in a bona fide course of action where it is deemed that this is required in order to comply with any law or regulations in force. Such might also occur in the event of a legal action brought against Shaipz, in order to protect or defend the rights or assets of Shaipz.

By means of a dated and signed written request, the user also has the possibility, after giving proof of his/her identity (copy of identity card and of the articles of association, if necessary), to obtain a written statement, free of charge, of the personal data concerning him/her, as well as, if need be, the correction of any particulars that are incorrect, incomplete or irrelevant.

A copy of the user's personal data will be sent to user within 45 calendar days from receipt of the request.

APPLICABLE LAW AND COMPETENT COURTS

Should any dispute occur, Belgian law shall be applicable and the courts of Brussels shall have sole and exclusive jurisdiction.

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