



## **1. General**

1.1. You are visiting a website of Scylla Seafood Group (Scylla BV, company number BE0641819702, with registered office at Haringstraat 142/144 8400 Oostende).

1.2. These terms and conditions apply exclusively to our website available at [www.scylla-seafood.be](http://www.scylla-seafood.be) and to your access and/or use of it.

This website may contain hyperlinks to other websites, applications or web pages of third parties or refer to them in any way. Scylla Seafood Group has no control over the content or other features of these websites, applications or web pages and is in no way and in no way liable for their content or features and makes no warranty in this regard. The posting of links in or on this website by Scylla Seafood Group does not imply any implicit endorsement of the content of these websites, applications or web pages.

These terms of use therefore do not apply to the content or use of these websites, applications or web pages and in no way cover the use policies of other service providers that you can use on or through this website.

1.3. By visiting/using this website you agree to these terms of use. To the extent that you purchase products or services through our website, the provisions of our terms and conditions (available at: <https://www.scylla-seafood.be/nl/disclaimer>) by which you may be bound, shall prevail in the event of any conflict with these terms of use. These terms of use apply without prejudice to the application of our general terms and conditions and our privacy policy.

1.4. We reserve the right to change these terms of use at any time. These changes will apply to your access to and/or use of this website after such change(s). Continued use of the website will be regarded as acceptance of the amended or new terms and conditions.

## **2. Use of the website**

2.1. You confirm and declare that you use this website with due care and accept that you are responsible and liable for any use thereof (e.g. carrying out a transaction and/or placing an order on or via the website).

2.2. You are obliged to use the website only for legitimate purposes. The information that you may place on the website (if possible) must be complete, correct, concrete and reasonably relevant, may not contain viruses or other malware that cause technical errors or unauthorized interventions on the website or that are harmful in any way. for the systems of Scylla Seafood Group and/or for your (personal) data or those of other users of the website, may not conflict with the applicable (Belgian and European) legislation, including the General Data Protection Regulation (EU) 2016/ 679 (hereinafter: “GDPR”) and Book VI Economic Law Code and

may not infringe any rights of third parties, including but not limited to intellectual property rights. You must indemnify Scylla Seafood Group against any claim in this regard in principal, interest and (court and attorney's) costs.

2.3. You must have a solid and stable internet connection and high-performance hardware and software that is suitable for (the services of) the website. You must also have a sufficiently adequate and recent antivirus, antispyware and firewall protection on your systems.

2.4. In the event that the systems of Scylla Seafood Group, of its partners, service providers, suppliers and/or of other users or website visitors should suffer damage due to the exchange of computer viruses or other harmful files, you alone are fully and unlimitedly liable with regard to Scylla Seafood Group and you will indemnify the latter in full, without limitation, in principal, interest and (court and lawyer) costs against any claim from third parties (including partners, service providers, suppliers and customers/users of Scylla Seafood Group who would suffer damage as a result.

2.5. Scylla Seafood Group has the right, unilaterally and without prior notice of default, to deny you access to the website (or part of it) and/or to terminate the agreement with you immediately, namely in case you do not comply in any way with the current terms of use, the general terms and conditions, the privacy policy of Scylla Seafood Group and/or the other provisions of the agreement with Scylla Seafood Group. In such a case, Scylla Seafood Group is in no way liable for any damage that you would suffer as a result.

### **3. Information and content - availability**

3.1. Scylla Seafood Group tries to ensure that all information and content on the website, in the broadest sense of the word, including photos, video files, texts, etc., is correct, complete and up-to-date. Despite our efforts, inaccuracies may occur for which Scylla Seafood Group does not accept any liability.

3.2. Scylla Seafood Group tries to ensure that the website is accessible and available 24 hours a day, but cannot guarantee this. Scylla Seafood Group cannot rule out the possibility of malfunctions, interruptions or technical errors that limit or prevent access to the website.

3.3. The information on the website is of a general nature and indicative, is not adapted to personal or specific circumstances, can never be regarded as personal advice or contractual (result) obligation and cannot give rise to compensation or termination of the agreement with Scylla Seafood Group. The information on the website, including information about the products or services offered for sale, is available "as is" without any warranties being given. The use of the website and the information contained therein is therefore solely at your own risk and responsibility. You acknowledge and accept that the commitments of Scylla Seafood Group with regard to the operation, security and content of the website are purely best efforts obligations.

3.4. Scylla Seafood Group reserves the right to remove, change, improve and/or update the content, information, presentation, accessibility and/or availability of any part of this website at any time.

### **4. Processing of personal data**

Scylla Seafood Group cares for your privacy and acts in accordance with the applicable legislation on the protection of personal data (including the GDPR). Our privacy policy applies to the processing of your data by Scylla Seafood Group, available at: <https://www.scylla-seafood.be/nl/privacy-policy>.

## **5. Intellectual property**

5.1. This website, parts of it and all information and/or content on, connected to and/or generated by the website, including but not limited to all texts, images (e.g. of products), logos, graphics, formulas, video files, sound files, HTML codes, software, databases, design or any other creation, content or information on or related to the website are the exclusive intellectual property of Scylla Seafood Group or its licensors.

In other words, you are prohibited at all times (including before or after termination of the agreement with Scylla Seafood Group) to access the website (or any part thereof), including any information associated with or generated by the website and/or the content. reproduce or communicate it to the public in any way without the prior written consent of Scylla Seafood Group or its licensors.

5.2. Nothing in these Terms of Use shall be construed as transferring or licensing the intellectual property rights of Scylla Seafood Group or its licensors to you.

5.3. You acknowledge and accept that the information or content on the website may be the subject of protection by (intellectual property) rights of third parties. You declare that you will respect these rights and to indemnify Scylla Seafood Group in full, in principal, interest and (court and attorneys') costs for any infringements of these rights by you.

## **6. Liability**

6.1. Scylla Seafood Group is in no way liable for:

- - the quality, completeness, correctness, suitability, availability or form of the information on or generated by the website or by other (external) websites or applications to which reference is made via (even permitted) hyperlinks on the website;
- - any decision or action taken by you based on the content or information on the website;
- - any malfunctions, interruptions, technical errors, incorrect technical manoeuvres, unauthorized interventions (including hackers), viruses, etc. on the website;
- - (the functioning and/or availability of) software, platforms and/or applications of third parties or their consequences for using the website;
- - indirect damage, indirect damage or consequential damage (including but not limited to loss of time, loss of opportunity, loss of profit, loss of income, emotional damage, etc.);
- - a minor foul other than intent or a serious foul assimilated by design;
- - cases of force majeure.

6.2. Scylla Seafood Group can under no circumstances be jointly and severally liable or jointly and severally liable with third parties to compensate any damage.

6.3. In any case, the liability of Scylla Seafood Group, both for direct and indirect damage, even in case of material damage, is limited to the lower of the following amounts: (i) the amount charged to you as a (possible) customer for the purchase of products – provision of services via the website, (ii) the fees received by Scylla Seafood Group in the context of the agreement with you for or in connection with the (online) sale of our products or services and/or (iii) the amount for which Scylla Seafood Group is insured with its BA insurer, with the maximum per claim as determined in its relevant BA insurance policies.

6.4. You must indemnify Scylla Seafood Group in full in principal, interests and (court or attorneys' fees) against any third-party claims in connection with or in any way arising from your visit and/or use of this website.

## **7. Complaints**

Complaints arising from the use of this website or the application of these terms of use can be reported to Scylla Seafood Group via e-mail: [contact@scylla-seafood.be](mailto:contact@scylla-seafood.be) or telephone: 0032473654166.

## **8. Applicable law**

8.1. These terms of use are exclusively governed by Belgian law.

8.2. For any dispute that may arise regarding (the interpretation or application of) these terms of use or arising from any use of this website, only the Rechtbank van Koophandel Gent: Oostende is competent.