

# End User License Agreement Renson Application(s) and Platforms

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## A. General

### 1. Definitions

'Application' means the Renson application(s) and / or website(s) through which the User enters personal data and to which this Privacy notice applies

'Consumer' refers to any user who is a natural person and uses the Services exclusively for non-commercial purposes.

'Service(s)' means the Services provided by Renson, as described in Clause 0.

'Service Provider' or Renson means the Party described in Clause 0

'User', 'You', or 'Your' shall mean any natural person or legal entity who/that avails of the Services via ...

'Data' means all immaterial data managed by the Application of Renson, in particular but not limited to personal data (relating to self and third parties), documents, photos, files, etc.

'Data Protection Legislation' shall, until and including 24/05/2018, refer to the law on the protection of privacy in relation to the processing of personal data of 08/12/1992 and its implementing decrees, and from 25/05/2018 onwards, the aforesaid term shall refer to the Regulation (EU) 2016/679 of 27 April 2016 relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data and its implementing laws and decrees.

'Intellectual Property rights' shall mean patent rights, trademark rights (whether or not registered), trade names, copyrights (including, but not limited to rights to computer programs and databases), the sui generis right in respect of databases and drawings, and design rights, and any other right relating thereto at any place in the world, as well as the right to request protection for these rights anywhere in the world.

'Customer' shall mean the natural person or legal entity that gives Renson an undertaking to pay for the Services. The Customer and the User may be the same or different person/s (for example, an undertaking may purchase the Services for its employees).

'Parties' shall mean the Service Provider and the User.

'Professional' shall mean any User who is not a Consumer.

'Agreement' shall mean the contractual relationship between the Parties, as provided under Clause 0.

### 2. Scope of application and relationship between the parties

The Application to which this End User Licence Agreement Renson relates are offered by Renson Ventilation NV, with registered offices at Industriezone 2 Vijverdam, Maalbeekstraat 10, B-8790 Waregem and enlisted in the CBE under number 0462.152.837

The present End User Licence Agreement Renson governs the conditions and modalities under which the User may use the Application(s) and/or Service(s) provided by Renson.

The contractual relationship between the parties shall be governed by:

- this End User Licence Agreement Renson;

- the relevant Privacy Statement of the Service Provider. You can download a copy of the Privacy Declaration from the following page: <https://www.renson.eu/privacy>.

The aforesaid documents constitute an integral part of the present End User Licence Agreement Renson. By accepting this End User Licence Agreement Renson, you also declare your consent to the content of the Legal Notices of Renson and the Data Privacy Statement Renson. In case of any inconsistencies between these documents, the following hierarchy shall apply:

- Privacy Statement Renson;
- End User Licence Agreement Renson;

Apart from this End User Licence Agreement Renson, specific terms and conditions may also apply to specific users, depending on the agreements with the Customer. In such case, these specific terms and conditions take precedence over this End User Licence Agreement Renson.

Using optional functionalities within the Application may also be subject to additional privacy statements of the User.

Terms and conditions of the Customer or of the User if any, shall not apply.

### 3. Capacity of the User

Several provisions in this End User Licence Agreement Renson exclusively apply to the Consumer or to the Professional. The provisions in which the term 'Consumer' is used shall not apply to usage by a Professional. The provisions in which the term 'Professional' is used shall not apply to usage by a Consumer. The provisions in which a reference is made to the 'User' shall apply to the Consumer as well as to the Professional.

### 4. Contact

You can contact Renson via:

- Industriezone 2 Vijverdam, Maalbeekstraat 10, B-8790 Waregem;
- Tel.: +32 56 62 71 11;
- Email: [info@renson.eu](mailto:info@renson.eu);
- Web: <https://renson.eu>;

## B. Use of the Services

### 5. Object

These Services are delivered to the User in the condition in which they are at the time of concluding the contract. The Services are evolutionary in nature and may be changed during the term of the present End User Licence Agreement, subject to the exclusive discretion of Renson, through:

- the addition of functionalities;
- the discontinuation of functionalities;
- the modification or changes to functionalities;
- end of support or provision of certain Services.

Renson shall notify the User within a reasonable period of time concerning such additions, discontinuation and modification via the Website or via a separate communication.

### 6. Right to use

Renson grants the User a non-exclusive, non-transferable and non-sublicensable right to use the Application and/or Services.

The User accepts that the content and functionalities of these Application and/or Services may evolve as described in Clause 0. If the functionalities evolve, the User shall not have any claim whatsoever against Renson either to claim damage compensation, or to retain certain functionalities, or with any other object.

Unless otherwise agreed in the Customer Relationship, services relating to maintenance, support or training shall never be included in the delivery to the User.

### 7. Third-party services

If and insofar as Renson delivers third-party services to the User, or access thereto or a link to the same, the licensing terms and conditions of the third party/parties) shall apply to such Services.

By accepting this End User Licence Agreement, the User necessarily agrees to the licensing terms and conditions, if any, of third party suppliers of software. The End User Licence Agreement Renson shall continue to apply to third-party services, but in case of conflicts between the various contractual provisions, the licensing terms and conditions of the third party shall take precedence over the End User Licence Agreement Renson.

### 8. Usage restrictions

The use of the Services may be limited as a consequence of agreements concluded under the Customer Relationship. The User may approach the Customer if the User wishes more information in this regard.

If the Services can only be used in combination with, or with the exclusion of certain systems or applications, in particular but not limited to certain types of browsers or particular mobile operating systems (iOS, Android, Windows Phone, etc.), the User cannot claim any rights based on the use of an unsupported system or application.

Renson may require that the User shall not commence use of the Services except after the User has registered with Renson or has applied for or obtained one or more access or identification codes (passwords, identity codes, etc.).

Renson shall always have the right to implement technical measures to prevent unauthorised use of the Services. This may require the use of a modified login procedure.

The User is strictly prohibited to remove or bypass the technical facilities that are intended to protect the Services. The User is also strictly prohibited to use

the Services for purposes other than those specified in relation to the Customer Relationship.

Under no circumstances may the User sell, lease out, give on loan for use, transfer, lease, etc. the Services, the physical carriers and certificates, if any, supplied (digital or paper), or encumber the same with any rights.

#### 9. Lawful use and prohibited conduct

When using the Services, the User must comply with all the laws and regulations applicable to its activities, in particular but not limited to all laws relating to Intellectual Property Rights and trade practices, the Data Protection Law and the Criminal Law.

Without prejudice to the provisions of Clause 0, the User shall refrain from the following:

- to engage in illegal acts;
- to take over the identity of a third party;
- disseminate content or messages that damage or could damage the interests of Renson.

#### 10. Security

Each User is responsible for the protection and security of his/her login data, in particular but not limited to the user name and password.

The User is prohibited to disclose the login data to a third party. In case of dissemination of this login data or in case of cognisance of an unauthorised use of login data, the user is required to notify Renson immediately concerning the same (see Clause 4 for contact information).

For security reasons, it is also prohibited for the User to share his/her login data with Renson or any other third Party (for example, during the provision of support, see Clause 18).

### C. Term, suspension and termination of contract

#### 11. Term of the right to use

The User shall have the right to use the Services for an indefinite period.

#### 12. Outstanding debts of the Customer

Renson shall have the right to suspend the delivery of Services without prior communication in this regard to the User, in case the Customer does not pay his/her outstanding and overdue debts.

#### 13. Termination by the User

The User may at any time independently choose to discontinue the use of the Services. The User can discontinue his/her user account via the settings of his/her account or, in the absence of such functionality, through a request to this effect to the Customer.

#### 14. Consequences of termination of the agreement

The User declares that he/she is aware that all his/her data that is stored in the Application, shall be permanently removed from the Website when the right to use on the Service comes to an end.

Renson is not bound to make the data available to the User if so requested later on, and can also not be held liable in any manner whatsoever for the removal of the aforesaid data.

### D. Data placed by the User

#### 15. Protection of personal data

15.1 As regards statutory mandatory notices under the Data Protection Legislation, Renson refers to the privacy statements for its Applications, which can be found at [www.renson.eu/privacy](http://www.renson.eu/privacy).

#### 16. Unintentional loss of data

16.1 Renson makes no representations regarding the retention of data and also does not warrant that all data will remain unaffected for the duration of the right of use. The User accepts that, as a result of the nature of the Services, Data loss is still possible, although Renson will try to avoid this as much as possible. The User will therefore always backup the data he places on the Application.

#### 17. Transferability of the Data

17.1 Without prejudice to the applicable legal provisions, the User shall not be entitled to request Van Renson to transfer his Data, in particular but not limited to a transfer in the event of termination of the Agreement.

### E. Documentation and support

#### 18. Support of Users

If it is agreed with the User to directly provide support services to the User, the User may approach Renson via the coordinates stated in Clause 4

As a User, you specifically recognise that it may be possible that the Customer may not have ordered support services from Renson, and in such cases you will not have any right to support services.

#### 19. Documentation of the Services

Renson is not bound to make available documentation (*knowledge base*, help function, etc.) to the User.

If however Renson does make available documentation to the User, the User shall view this as having been provided without any warranty.

#### 20. Confidentiality

The Parties shall ensure that all the Data received from the other Party shall remain confidential, and shall refrain from disclosing this information to the public in any manner whatsoever, directly or indirectly, without prior consent of the other Party. In particular, this shall apply but shall not be limited to information designated as "confidential", as well as to internal company documents relating to business secrets, business strategies and information, the identity of the customer base of the Customer, etc.

The parties shall, in relation to the Staff, who are involved in the execution of the Contract, conclude the necessary contractual agreements in order to ensure that the Staff is bound by the same condition.

The Party that receives the confidential information shall only use the same for the purpose for which the same was provided.

After termination of all the Contracts concluded between the Parties, the Parties shall destroy all the relevant documents and files that contain confidential information relating to this Product or Service. After termination of their contractual relationship, the Parties shall also continue to comply with the confidentiality obligation as per Clause 18.

### F. Warranty and liability

#### 21. No warranty for the operation of the Application(s)

Renson may suspend access to the Application temporarily or otherwise, or for technical or other reasons, including the maintenance of the Website or parts thereof. The User shall accept these interruptions and waives any claim for compensation on these grounds.

The use of the Application by the User implies knowledge and acceptance of the properties and the limitations that are inherent in the Internet, including technologies relating to technical performance, risk of interruption and, more generally, the risk relating to the transmission of data over the Internet. As a consequence of the above, Renson or any other undertaking that has access to the Application of Renson shall in no case be held liable for the following events (this list is non-limitative and non-exhaustive):

- information available on the Application that was not placed by Renson, in particular but not limited to Data of the User;
- all consequences of a computer virus, bug (software error), defect or malfunction;

#### 22. No guarantee of compatibility, performance or suitability of the Application

Renson shall take all necessary efforts to prevent disruption of its Services. If however the Services stop functioning (well) in whole or in part, regardless of the cause of the same, Renson shall not be liable for the damage that may possibly arise for the User.

Renson does not guarantee that the Application will work flawlessly with all or new versions of systems or applications, in particular but not limited to specific types of browsers or specific mobile operating systems (iOS, Android, Windows Phone, etc.). Renson also does not guarantee that the Application will work well on all devices.

Renson does not guarantee that the Services shall be suitable for the intended use, or that it will always be possible to rectify all errors and defects. The User accepts that errors and defects in the working of the Services could be the consequence of the method of working of one or more third parties.

#### 23. Liability

The liability of Renson for not complying with its contractual obligations cannot be invoked in case of fortuitous events or force majeure. Force majeure shall among other things include but not be limited to national or local emergencies, actions or omissions of the government, actions of employees (including strikes and lockouts), bugs in the software of third parties, disruptions in the (tele-)communication network, Internet failures, hardware failures, and acts or omissions of third parties that fall outside the reasonable scope of control of Renson (such as late deliveries made to Renson).

The liability of Renson can also not be invoked in case of loss or misuse of the login data of the User by a third party. As stated under Clause 10, each User shall be responsible for the confidentiality of his/her login data.

The full liability of Renson shall be limited in all cases to a maximum of €250.00 per User, without prejudice to the limited character of the standard warranties contained in this End User Licence Agreement Renson.

This limitation of liability shall not apply in relation to the Consumer in case of wilful misconduct and gross negligence by Renson or its Staff. This limitation of liability shall not apply in relation to the Professional in case of wilful misconduct and gross negligence by Renson or its Staff.

Renson cannot be held liable for damage inherent in the use or misuse of Internet (such as interruptions and viruses).

Insofar as the exoneration included in this Clause confers an advantage on Renson that exceeds the maximum limits laid down by applicable law, the limitation of liability in this Clause shall be limited to these maximum limits.

### G. Indemnification and conflicts

#### 24. Indemnification in case of infringements by the User

The User shall indemnify Renson to the extent of the principal sum, interest, and costs if Renson is confronted with claims of third parties arising from:

- criminal offences committed via the Application or;

Wherever applicable, Renson shall immediately notify the User of the claim made, and the parties shall conduct consultations with each other concerning the further approach to the dispute.

#### 25. Handling of complaints

There is no alternative scheme for dispute resolution. In case of complaints if any, you may contact the Service Provider using the methods stated under Clause 4.

#### 26. Out-of-court settlement of consumer disputes

The Consumer Ombudsman in the Belgian FPS Economy can take cognisance of any request for an out-of-court settlement of consumer disputes. The Consumer Ombudsman may itself handle the application or refer the same to a qualified

institution. In case of a dispute, the Consumer may contact the Consumer Ombudsman via this link: <http://www.consumentenombudsdienst.be>.

In case of disputes of a transnational character, the Consumer may also avail of the online dispute resolution platform of the European Union via this link: <http://ec.europa.eu/odr>.

#### 27. Applicable law and competent court

The relationship between the Parties shall be governed exclusively by the Belgian law in force. As regards Professionals, the United Nations Convention on Contracts for the International Sale of Goods is excluded.

The Belgian courts shall have exclusive jurisdiction.

Except where different statutory provisions are applicable, the courts of the judicial district in which the Service Provider is established shall have exclusive jurisdiction to take cognisance of disputes between the parties. Without prejudice to the foregoing jurisdiction clause, the Service Provider may freely decide concerning the filing of a legal claim before one of the competent courts in accordance with Section 624 of the Judicial Code.

## H. Miscellaneous

#### 28. Alteration of the End User Licence Agreement Renson

Renson reserves the right to alter this End User Licence Agreement in the future. Wherever applicable, this shall be clearly communicated to the User. If the User does not agree to the changed version of the End User Licence Agreement, he/she shall have the right to close his/her account on the Website fully free of cost.

#### 29. No waiver of rights

The fact that at any time Renson decides not to enforce one of the clauses of this End User Licence Agreement Renson or Privacy Statement Renson shall in no case mean a waiver of these provisions.

#### 30. Invalidity

In case of invalidity or nullity of one of the provisions of this End User Licence Agreement Renson, the other clauses shall remain applicable and enforceable without change.

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