

**SANDER.**

## **Terms and conditions of use of the website**

### **Sander & Partners**

#### **Preamble**

The website accessible via the address <https://www.wearesander.com> (hereinafter the « **Website** ») is managed and published by Sander & Partners SRL (hereinafter « **Sander & Partners** »), with its registered office at Avenue Louise 523, 1050 Brussels, registered as a legal entity in Brussels under number 0736.369.659.

These general terms and conditions of use (hereinafter the « **Terms and Conditions** ») are intended to inform « **Users** » browsing the Sander & Partners website of their rights, obligations and responsibilities to each other.

As will be specified, accessing the Website and browsing it implies acceptance of these Terms and Conditions. The User acknowledges having read these Terms and Conditions and undertakes to respect them without reservation.

### **1. Definition and Scope**

#### **A. Definition**

For the purposes of these Terms and Conditions, the following definitions shall apply

- « **Personal Data** » refers under Article 4, 1) of the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) "any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity." Personal Data includes data that allows the identification of Users;
- « **User** » refers to any person accessing the Website (e.g. visitors) and whose Personal Data may be collected;
- « **Computer support** » refers to the various media through which the Website may be accessed. This includes smartphones, tablets, microcomputers via the Internet (PC or Apple) and any object connected/connectable to another object as well as the Internet.

#### **B. Scope of application**

These General Conditions apply to any visit or use of the Website and are intended to set out the conditions of access, provision and use of the Website as well as its functionalities and content by Users.

The User acknowledges that by visiting or using the Website, he is aware of these Terms and Conditions and expressly agrees to the rights and obligations arising from them.

Sander & Partners reserves the right to change or update these Terms and Conditions at any time without prior notice. However, we will apply the Terms and Conditions in effect at the time of use or visit to the Website.

## **2. Personal data**

Sander & Partners collects personal data about Users in the course of browsing the Website in accordance with its privacy policy available via the following link: [x]

Personal data is collected, processed, recorded and stored in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data applicable since 25 May 2018. The data processing also complies with the transposition law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

## **3. Intellectual Property**

Sander & Partners is the owner of the website <https://www.wearesander.com>

All structural and substantial components of the Website, including but not limited to text, graphics, images, photographs, sound and video, databases, computer applications and web page source code, etc., are the exclusive property of Sander & Partners and are protected as such by applicable intellectual property laws.

Any use, reproduction, representation, modification, translation, extraction, in whole or in part, of the contents of the Website by any means whatsoever is strictly prohibited without the prior written consent of Sander & Partners.

The User of the Website undertakes to respect the rights and prohibitions set out above.

Sander & Partners and any other owner of such rights shall be entitled to take such steps or actions (whether judicial or otherwise) as may be necessary to stop the infringement of its intellectual property rights. We also reserve the right to claim damages for such infringement.

[Sander](#) and [Sander & Partners](#) are trademarks registered in Europe and owned by Sander & Partners.

## **4. Cookies**

We refer the User to our Cookie Statement available via the following link: [x]

## **5. Responsibility**

Sander & Partners takes all reasonable and necessary steps to ensure the proper functioning, security and accessibility of its Website. However, any use of the platform is always at the User's own risk. He acknowledges that he uses it under his sole responsibility.

It is the User's responsibility to protect himself effectively from the dangers of the Internet in order to effectively protect his own data from malicious software. The User is solely responsible for the means of access to the Internet and the Website.

Sander & Partners makes every effort to provide quality information on its website, updated daily. We cannot guarantee the accuracy and completeness of all such information. In addition, the Website is subject to change and development without notice.

Sander & Partners shall not be liable for any errors or omissions, or for the unavailability of information and services that we make available on the Website. We are only bound by a best effort obligation regarding the information made available to Users.

In general, Sander & Partners shall not be held liable for any direct or indirect damage that may result from access to and use of the information contained in its Website, regardless of the cause, origin, nature or consequences thereof.

Similarly, we shall not be held liable for any direct or indirect damage resulting from access to the Website, any interruption or deletion of the Website and its services, the occurrence of computer bugs or for any damage resulting from fraudulent intrusion by a third party from the Website.

## **6. Hyperlinks**

Our Website may link to other websites or sources of information. These links or sources of information are provided for your convenience only. Sander & Partners does not control these sites and the information contained therein, and therefore we shall not be held responsible for the availability, content, advertising, and products offered by these sites, nor for the quality and/or completeness of the information.

Sander & Partners welcomes the creation of links to its website. However, prior permission must be sought and obtained. You can send your request to the following address and we will process your request as soon as possible:

### **Sander & Partners**

Avenue Louise 523,  
1050 Brussels

+32 2 673.70.77

E-mail: [contact@wearesander.com](mailto:contact@wearesander.com)

Sander & Partners also reserves the right to require the removal of a link to its Website if we believe that maintaining the link is inconsistent with our mission or for any other reason that we believe is justified.

## **7. Access to the Website**

Sander & Partners reserves the right to suspend or discontinue the Website at any time for reasons including force majeure, computer difficulties, technical difficulties, difficulties arising from computer networks or for maintenance purposes.

Without this list being exhaustive, Sander & Partners will enforce these rights upon decision.

## **8. Integrity of the clauses**

Notwithstanding the nullity of one of the clauses of these Terms and Conditions due to a legislative or regulatory change or a court decision that has become final, the validity and compliance with the other clauses shall not be affected in any way.

## **9. Jurisdiction and applicable law**

These Terms and Conditions are subject to Belgian law.

Any dispute relating to the existence, interpretation, execution or breach of the General Conditions concluded between Sander & Partners and the User, even in the event of multiple defendants, shall, in the absence of amicable agreement, be under the exclusive jurisdiction of the courts of Brussels. This attribution of jurisdiction is valid notwithstanding the plurality of defendants or guarantee appeals, even for emergency procedures or protective procedures in summary proceedings or by petition.