

1. General provisions

This disclaimer applies to the website <https://www.starks.be> ("Website"), operated by STARKS BV, a law firm with registered offices at 9000 GENT, Sint-Pietersaalstraat 87, company number 0746.693.033, RPR Ghent, division Ghent (hereinafter referred to as "we", "us" or "STARKS").

STARKS welcomes you to the Website and grants you access to its services in accordance with the disclaimer below and its General Terms and Conditions.

You are kindly requested to read the content of this document carefully before using this Website in any way. By using this Website, you expressly agree to the contents of this disclaimer. If you do not agree with the content of this disclaimer, please do not continue to use this Website.

2. Contact information

If you would like further information or comments, please contact us at the following address:

STARKS, Sint-Pietersaalstraat 87, 9000 GHENT
Phone: +3293123608, Email: reinhard@starks.be

3. The nature of the information provided

The information available on this Website is of a general nature.

The information is not adapted to personal or specific circumstances and therefore cannot be considered as personal advice. This Website and all materials offered are available "as is" and without warranties. The use of the Website and the information contained therein is therefore exclusively at your own risk.

4. Limitation of liability

STARKS strives to present the information provided in a complete, correct, accurate and up-to-date manner on the Website. However, it is possible that inaccuracies or incompleteness may occur in the information provided. If the information provided contains inaccuracies or if certain information is not available on or via the Website, STARKS will make every effort to rectify this as soon as possible. If you should discover any inaccuracies, please contact us (see aforementioned contact details).

STARKS cannot be held liable for the inaccuracy or incompleteness of the information provided.



STARKS strives to maintain the Website regularly and to protect it against computer viruses, interruptions, errors in the network or any other malfunction. STARKS makes every effort to secure the Website by all reasonable means and to limit any inconveniences caused by technical errors as much as possible. However, we cannot exclude the possibility of incorrect technical manoeuvres or unauthorised interventions. For these reasons, we cannot guarantee uninterrupted access. STARKS cannot be held liable in any way for the malfunctioning or temporary (un)availability of the Website or for any form of damage, direct or indirect, that would result from the access to or use of the Website.

The content of the Website (including hyperlinks) may be adapted, modified or supplemented at any time without prior notice or notification. STARKS cannot be held liable for any direct or indirect damage resulting from the use of the information made available on or via the Website.

The Website may contain hyperlinks to websites or web pages of third parties, or refer to them indirectly. The placing of links to these websites or pages in no way implies implicit approval of their content. STARKS is not liable for the operation and content of hyperlinks placed on the Website, nor for the processing of personal data via these hyperlinks.

The reference by STARKS to a hyperlink does not necessarily imply a collaboration between STARKS and the holder or owner of this hyperlink.

We are not liable for indirect or consequential damages, such as (but not limited to) loss of data, loss of profits, claims by third parties, loss of time, emotional damage, loss of opportunity, etc. Our contractual and extra-contractual liability in connection with the use of this Website is in any case limited to 500.00 euro.

5. Non-authorised use

It is forbidden to use the Website:

1. to distribute computer viruses, illegal or unlawful material or material that is in any way inappropriate;
2. to break into a computer or the systems of STARKS or a third party ("hacking"), or to infringe the right to privacy of a third party;
3. in a manner that damages, interrupts, discontinues or makes the Website less efficient;

Furthermore, it is prohibited to perform any action that has the purpose or effect of making the Website no longer function properly, or in any way restricting, disrupting or preventing the enjoyment of its use.



STARKS
IP & International Trade Law

Disclaimer

6. IP-address

When you visit the Website, STARKS can register your IP address.

STARKS reserves the right - in the event of improper use, an infringement of this disclaimer or if it is regularly requested to do so by the competent judicial or police services - to identify your computer connection by means of your IP address.

7. Intellectual property rights

Since 8 September 2018, STARKS has registered the Website with Domain Name Registration Services Belgium (abbreviated to "DNS Belgium"), with its registered office at 3001 Leuven, Ubicenter, Philipssite 5, bus 13.

STARKS is a protected trade name.

STARKS is the holder of the intellectual property rights (including - but by no means limited to - the copyrights, the trademark rights, the drawings and design rights) to the design and the content of the Website (including - but by no means limited to - the texts, images, logos, photographs, video files, sound files, HTML code, meta tags and pictograms).

It is not permitted to reproduce, process, distribute or use commercially the content of the Website, which is protected by intellectual property rights.

The possibility of downloading (part of) the design or the content of the Website does not give you permission for any use other than a private and non-commercial use.

The use of the design and content of the Website, protected by intellectual property rights, other than for purely private and non-commercial use, is only permitted with the express prior written consent of STARKS. STARKS reserves the right to refuse any application for unauthorised use of the design and content of the Website that is protected by intellectual property rights, without having to give any reason for doing so.

8. Amendments

We reserve the right to amend this disclaimer without giving any reason.

If the disclaimer is changed, the change will be announced on the homepage and the disclaimer will take effect thirty (30) days after the announcement. This disclaimer was last amended on 18.9.2019.

If one or more of the clauses in the Disclaimer is declared invalid or unenforceable on the basis of a judicial decision, this will only affect the relevant clause(s) and the other clauses, nor the Disclaimer as a whole will be affected.



STARKS
IP & International Trade Law

Disclaimer

9. Protection of your personal data

We respect your privacy. The information you enter on the Website will be treated confidentially. For more information, please refer to our Privacy Policy.

10. Toepasselijk recht en bevoegde rechtbanken

Belgian law, with the exception of the CISG and the rules of private international law, is applicable.

In the first place, the parties will try to settle their disputes amicably. If no amicable settlement is possible, any dispute shall be subject to the exclusive jurisdiction of the courts of Ghent, having its department in Ghent, or any other competent court at STARKS' discretion, unless the law prescribes a binding alternative court. This also applies to disputes in interim injunction procedures.