

Terms of Use

Please read carefully the present terms of use (hereinafter the "Terms of Use") of this website www.medista.be (hereinafter the "Website"), which belongs to Medista NV with registered office at Hermesstraat, 5, 1930 Zaventem and registered under company number 0681.660.768 (hereinafter "Medista").

By accessing this Website, you acknowledge that you have read, understood and accepted the Terms of Use. If you do not agree with these Terms of Use, we invite you to leave this Website immediately.

From time to time, these Terms of Use may change. Any changes to these Terms of Use will be effective immediately upon posting of the revised terms. You agree to review these Terms of Use periodically, and your use of this Website following any such change constitutes your agreement to follow and be bound by the revised Terms of Use.

1. Purpose of the Website

The purpose of this Website is to provide you with information on the activities, services and products of Medista.

The Website may only be used in accordance with its intended purpose and in compliance with any applicable legal or regulatory provisions. Any use of the Website that could damage or overburden it, interfere with its proper working, impair its use or interfere with the use made by other users is strictly prohibited. You also undertake not to upload or otherwise introduce onto the Website any material that infringes the rights of any third party.

Medista guarantees that it will only use the Website and its content for the purposes mentioned above.

2. Information communicated to Medista

Some pages of this Website require you to enter certain data and post certain information and/or comments.

The user of this Website sending communications and information to the Website is responsible for such communications and information, and guarantees their truthfulness and accuracy.

3. Processing of personal data

When using the Website, your personal data shall be processed in accordance with the Privacy Policy available [here](#) as well as with the Cookies Policy available [here](#).

4. Obligations of the user

You may not:

- disrupt or interfere with this Website, its servers or any other software, hardware and equipment connected to or via this Website (including, for example, through the introduction of computer viruses, Trojan horses, worms, harmful components, corrupted data or other malicious software) or misuse the Website (including, for example, by hacking it);
- breach any legislation applicable to the Website; or
- post or transmit to or from the Website any information or material

- which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, blasphemous, or which breaches any obligation of confidentiality or applicable laws relating to the processing of personal data; or
- for which you have not obtained the necessary consents or authorizations.

The owner of the Website shall cooperate fully with any administrative or judicial authority which requests information relating to any person who uses this Website.

5. **Availability of the Website**

You acknowledge that:

- it is technically impossible to guarantee that the Website is free of all defects;
- defects may lead to the temporary or permanent unavailability of the Website; and
- the functioning of the Website may be affected by events beyond our control, such as, for example, transmission and communication issues.

6. **Intellectual Property Rights**

The Website and all intellectual property rights associated therewith, such as copyrights, rights in computer programs, patents, trade marks, *sui generis* rights relating to databases, designs, logos, know-how and all other intellectual property rights (whether registered or not) contained in this Website are protected by the current laws on intellectual property and are owned by Medista or its affiliates.

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You shall not copy, reproduce, modify, translate, adapt, republish, upload, modify, alter, transmit, or distribute any element or component of the Website in any manner whatsoever, in any medium whatsoever, in part or in whole, without prior written consent of Medista, or, if the rights over the said elements are held by third-parties, the consent of their respective owners. You shall not decompile, reverse engineer, disassemble the Website or disable a feature that could limit the use of the Website. You shall not rent or sublicense, lease, loan, sell, or distribute the Website and any intellectual property rights contained in the Website, or create derivative works of the Website or any part thereof without the prior written consent of Medista.

7. **Liability and indemnification**

Medista does not have any control over, and makes no representations or warranties, express or implied, regarding your use of the Website or the use or interpretation of any content or information presented by, stored on, generated by or received through the Website.

In using the Website, you agree that Medista will not be liable or otherwise responsible for any decision made or any action taken or any action not taken due to your use of any information presented through, stored on, generated by or received through the Website.

Medista endeavours to regularly update and complete the content of this Website. This is an obligation of means, not an obligation of results. The Website is provided on an “as is” and “as available” basis without any express warranties of any kind.

Medista disclaims and excludes all liability and warranties, express or implied, in law or contract related to, without limitation, merchantability, fitness for a particular purpose and non-infringement of the Website. Medista does not warrant that the Website shall meet your requirements in any respect or be available at all times, or that the operation of the Website shall be uninterrupted or error-free.

Medista does not guarantee that the Website is free of bugs, defects, errors or inaccuracies, that it does not contain viruses or other elements that could damage your computer or your mobile device, or that it is compatible with any hardware or software versions or applications, including any specific versions of your device, or its specific operating system. Consequently, to the extent permitted by law, Medista excludes any liability:

- for any damage resulting from fraudulent intrusion by a third-party leading to a modification of the information or materials available on the Website;
- for any damage, direct or indirect, special, consequential or incidental, regardless of its cause, origin, nature or consequences, even though Medista has been aware of the possibility of such damages caused as a result of (i) access or the inability to access the Website, (ii) the use of the Website, including any damage or virus that may infect your computer, your mobile device or other property, and/or (iii) credit given to any information provided directly or indirectly by the Website.

You agree to indemnify, defend and hold harmless Medista, their affiliates, subsidiaries, directors, officers, employees, agents, suppliers, licensors and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use, of any rights of a third party or of any applicable law or regulation, to the fullest extent allowed by law.

8. Applicable law and jurisdiction

The Website, its content and these Terms of Use are governed by the Laws of Belgium and except as otherwise specified below, any dispute or claim related thereto will be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.