|  |  |  |
| --- | --- | --- |
| Legal Terms and Conditions  |  |  |

|  |
| --- |
| **1. Use of the Antwerp World Diamond Centre Private Stichting (“AWDC”) website** Your access to and use of this AWDC website is subject to these Legal Terms and Conditions. By accessing and browsing this website or downloading data, material, text, images, video or audio (including B-Roll video and audio material) etc (“Content”) from the website, you accept without limitation or qualification these Legal Terms and Conditions. AWDC may at any time revise these Legal Terms and Conditions. You are bound by such revisions and should therefore periodically visit to review the current Legal Terms and Conditions. **2. Change of Information and Services** Information on this website may be changed and updated without prior notice. AWDC may also make improvements and/or changes in the services described in the information at any time without prior notice. **3. Copyright**Unless otherwise specifically stated herein, AWDC shall retain any and all title, rights and interests it may have in its trademarks, copyrights, other intellectual property rights and other rights in respect of or connected to this website. AWDC shall own all intellectual property rights in this website as a whole including all rights in and to trade secrets, patents, copyrights, trademarks and know-how as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, now or in the future. AWDC shall also own any data it creates as a result of operating the website. Everything you see or read or that is contained in this website is protected by copyright and, except as strictly provided and permitted in these Legal Terms & Conditions and/or on the website, may not be used without the prior written permission of AWDC. In particular, without prior written permission, you (1) may not replicate in any way any Content appearing on the website; (2) may not create a border environment or browser around or otherwise frame any Content or create an impression that the Content is supplied by any other party than AWDC; (3) may not present misleading or false information about AWDC and its services or Content; (4) may not misrepresent AWDC’s relationship with your good self (or any third party); (5) may not create any implication or inference that AWDC endorses your good self or your services (or any third party); (6) may not use or reproduce the AWDC logo, trade mark or name, or any other trade marks owned by AWDC; (7) may not link AWDC to any content that could be construed as obscene, libelous, defamatory, distasteful, offensive, pornographic, or inappropriate in any other way; (8) may not link AWDC to any materials, content or anything else that might violate any laws of any jurisdiction.Notwithstanding the above, AWDC grants a (free of charge) non-exclusive right to incorporate and use the **B-Roll video and audio** material available on the AWDC website on the following conditions (unless and to the extent only of a written consent by AWDC): (i) that the B-Roll video and audio material is used only in non-commercial online or televised media and news reports; and (ii) that you do not sell, rent, lend, sublicense or otherwise transfer any B-Roll video and audio material to any other party; and (iii) that you will take all commercial reasonable efforts to prevent third parties from doing the same. Any breach of the conditions of use set out herein is not permitted and is considered a material breach of the permission granted to you, giving AWDC the right to immediately rescind the permission and claim damages of up to 50.000 euro. AWDC retains the discretionary right to revoke any rights granted under these general terms and conditions without prior notification at any given time. AWDC neither warrants nor represents that your use of material displayed on the website will not infringe rights of third parties not owned by or affiliated with AWDC. This website may contain other proprietary notices and copyright information, the terms of which must be observed and followed. **4. Errors**While AWDC has taken reasonable care to ensure that the information contained in this website is accurate and up to date, AWDC is not responsible or liable for any errors, inaccuracies or omissions, misuse, or conversion of any data or information contained in, or derived from, this website, -or from the results obtained from the use of any data or information. All information on this website is provided "as is" with no guarantee of completeness, accuracy, timeliness or of results obtained from the use of this information and without warranty or representation of any kind, expressed or implied. **5. Hyperlinked Websites**AWDC makes no warranty or representations whatsoever regarding any other website which you may access through this website. When you access a non-AWDC website, please understand that it is independent from AWDC and that AWDC has no control over the content of that website. In addition, a link to a non-AWDC website does not mean that AWDC endorses or accepts any responsibility for the content or the use of such website. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses and other items of destructive nature. **6. Received Information**Information or data provided to AWDC by you may be transmitted to third parties for business purposes only. Without waiver or limitation of any article in these Legal Terms and Conditions, AWDC assumes no responsibility and shall not be liable for any loss of, erroneously or unjustified transfer to any third party of, or any third party's unjustified access to or alteration of confidential data or information provided to AWDC by you. **7. Received Comments**Any comment sent to AWDC regarding this website becomes the property of AWDC and may be used for any purpose without limitation. Received comments will not be treated as confidential. **8. Exclusion of Liability**In no events will AWDC, its related partnerships, affiliates, corporations, associated companies, directors, officers, employees, agents or representatives be liable for any decision made or action taken in reliance on the information on this website or for any loss, damage or claims of whatever nature or for any direct, indirect, incidental, consequential, special, punitive or other damages whatsoever, including, but not limited to, liability for business interruption or loss of data or profits arising out of access to or use of this website or its services, even if AWDC is expressly advised of the possibility of any loss, claims or damages unless caused by AWDC’s personal intentional fault. Neither AWDC nor any of the above mentioned parties accept or assume any responsibility and shall bear no liability for any damages to or viruses that may infect your computer, any other hardware, software or other IT systems or other property on account of your accessing, browsing and/or using this website and any of its services or downloading of any Content from the website unless caused by AWDC’s personal intentional fault. Furthermore, AWDC assumes no responsibility and shall not be liable for any damages whatsoever due to any third party's unjustified access to the website, passwords or data or information in the website. Notwithstanding the above, if AWDC or any other party referred to in this clause is nevertheless found liable for any such claim; expenses, costs, loss or damage, that liability shall not exceed 1000,00 EUR. The exclusions and limitations referred to in this clause are not intended to apply on willful breaches of these Legal Terms and Conditions, and/or liability in connection with fraud by AWDC.In the event that a claim arises pursuant to the use of this website, you shall immediately, and in writing, notify AWDC of such claim. Furthermore, you shall indemnify AWDC and hold AWDC harmless for all claims, damages, liabilities and/or lawsuits, including reasonable attorney’s fees, arising from or relating to the use of B-Roll audio material by you or third parties. AWDC shall have no liability towards you unless you notify AWDC in writing of any claim within one week of becoming aware of such claim. In no circumstances shall you have a claim against AWDC, unless suit (legal action) is commenced by you within six months of the claim arising, such claims otherwise being definitely waived and time-barred. **9. Miscellaneous** The rights of AWDC, its affiliates, associates and agents in these Legal Terms and Conditions, may be exercised as often as necessary and are cumulative and not exclusive of their rights under any applicable law. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.**10. Severability** In the event that any term or condition of these Legal Terms and Conditions is not fully enforceable or valid for any reason, such term or condition shall be severable from the remaining terms and conditions and the enforceability of any remaining terms and conditions shall not be affected by such severance.**11. Law and Venue** This website, including these Legal Terms and Conditions, shall be governed by Belgian law. Any dispute arising out of or in relation to this website, including these Legal Terms and Conditions, shall be subject to the exclusive jurisdiction the courts of Antwerp, Belgium. **Links**This site contains links to other third party websites. AWDC is not responsible for the privacy practices or content of such third party web sites. **Contact AWDC**If you have any questions or comments about privacy, the use of this web site, or your dealings with this web site you can contact: AWDC Private Stichting Hovenierstraat 22, 2018 Antwerpen, Belgium Send E-mail to: marcom@awdc.euThis email address is being protected from spam bots, you need Javascript enabled to view it  |