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# WEBSITE TERMS OF USE [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu)

## 1. PRINCIPLES

1.1 USE OF THE WEBSITE [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) OF THE COMPANY Liquid Gas Europe IS SUBJECT TO PRIOR ACCEPTANCE OF THE CONDITIONS PROVIDED BELOW.

1.2 THESE TERMS OF USE (BELOW THE "TERMS") GOVERN YOUR USE OF THE SITE [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu), CONTENT (AS TEXT, DATA, INFORMATION, SOFTWARE, IMAGES OR PHOTOGRAPHS) THAT ARE MADE AVAILABLE BY Liquid Gas Europe AND ITS SUBSIDIARIES (COLLECTIVELY 'Liquid Gas Europe') ON THE WEBSITE (COLLECTIVELY, 'MATERIALS') AND THE SERVICES ('SERVICES') WHICH MAY BE PROVIDED BY Liquid Gas Europe THROUGH THE WEBSITE.

1.3 THE WEBSITE [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu), MATERIALS AND SERVICES WILL BE DEFINED HEREINAFTER AS THE "WEBSITE" OR AS THE "SITE" OR AS [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu).

## 2. GENERAL PROVISIONS

2.1 Liquid Gas Europe Non-Profit (LIQUID GAS EUROPE), registration number n° BE0879660039, with headquarter located at Rue Belliard 15-17, 1040 Etterbeek, BELGIUM (tel: +32 (2) 8931120; mail: [info@liquidgaseurope.eu](mailto:info@liquidgaseurope.eu)) is the owner of [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu).

2.2 The Website is restricted to the exclusive personal, non-commercial use of the user.

2.3 It is strictly forbidden to use the Website for any other purpose, including for reuse on another site not owned by Liquid Gas Europe or, in general, within any IT environment which does not belong to Liquid Gas Europe.

2.4 In addition, and in general, it is strictly forbidden to copy, reproduce, modify, publicly display, publicly perform, or distribute all or any parts of the Website.

2.5 Any unauthorized use of the Website will be a breach of these Terms and may constitute an infringement of the laws of copyright and trademark, and other laws, such as laws on patents.

2.6 Liquid Gas Europe draw the attention of the user on the fact that the breach of laws on intellectual property (copyright, trademarks, patents ...) is not only a civil fault that may expose the offender to pay damages to Liquid Gas Europe, but is also considered in most OECD states, as a criminal offense.

2.7 It is Liquid Gas Europe's standard policy to pursue those who violate its intellectual property.

## 3. CONFIDENTIAL INFORMATION

3.1 "Confidential Information" means information or materials collected on the Website. However, the Confidential Information will not include, or will cease to include, as applicable, information or materials that (i) were generally known to the public on the disclosure date; (ii) become generally known to the public after the disclosure date, other than as a result of the act or omission of the receiving Party; (iii) were rightfully known to the receiving Party prior to its receipt thereof from the disclosing Party; (iv) the receiving Party lawfully received from a third Party without that third Party's breach of a confidentiality obligation; or (v) are independently developed by the receiving Party.



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#### **4. RESTRICTIONS ON DISCLOSURE AND USE**

4.1 The receiving Party must not (i) disclose any Confidential Information to any third Party other than as allowed hereunder; (ii) make any use of Confidential Information except in the context of these Terms of Use; or (iii) make Confidential Information available to any of its bound or related/associated companies as per laws of Belgium, employees, representatives, consultants or suppliers except those that have signed an agreement containing disclosure and use provisions similar to those set forth herein and have a “need to know” in the context of these Terms of Use (“Authorized Recipients”).

4.2 Each Party is liable to the other Party for any breach of these Terms of Use by its Authorized Recipients. The receiving Party will use the same standard of care to protect the disclosing Party’s Confidential Information as it applies to its own information and materials of a similar nature, but not less than reasonable care.

4.3 Notwithstanding anything herein to the contrary, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving Party to (a) independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing Party; or (b) assign personnel for any purpose.

4.4 The receiving Party may disclose Confidential Information pursuant to a valid judicial or governmental order, provided that, prior to such disclosure, the receiving Party must notify, and reasonably cooperate with, the disclosing Party in advance so that the disclosing Party has an opportunity to request confidential treatment or other available protection.

#### **5. EXAMPLES OF EXPRESSLY EXCLUDED USES**

5.1 The user undertakes not to use the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) (including any Materials or services obtained from the website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu)):

5.1.1 In a manner that violates any law or regulation, including international treaties. OR

5.1.2 In a manner that would interfere in any way whatsoever with the normal functioning of the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu), servers or networks connected to the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu). OR

5.1.3 To monitor, harass, cause harm to a third party or violate the rights of a third-party. OR

5.1.4 To conceal his identity or to impersonate another person.

5.2 The use of data mining tools, robots or other methods of extraction or collection of data on the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) is also prohibited, as well as any act of hacking, such as theft of password, content modification or unauthorized access to computer systems hosting the Site.

#### **6. PERSONAL DATA**

6.1 The user's attention is drawn to the fact that if registered on the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) to create an account or contact that Liquid Gas Europe via the Site to obtain products or services Liquid Gas Europe may collect personal information about him/her.

6.2 The use by Liquid Gas Europe personal data of users of the Site is governed by the privacy policy of Liquid Gas Europe, which is an integral part of these Terms of Use.



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## 7. TERMINATION

7.1 Subject to section 'DISCLAIMER AND LIMITATION OF LIABILITY' below, Liquid Gas Europe reserves the right to terminate, suspend or modify the user registration and access to all or part of the Site without prior notice, at any time, without giving any justification.

7.2 The user may also stop using the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) at any time.

7.3 In case of non-compliance with any of these conditions, Liquid Gas Europe reserves the right to remove automatically access to the Site [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) for the user which must immediately destroy any downloaded or printed materials, and any copies thereof.

## 8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1 The Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) is made available for free, and AS IS. The user acknowledges being fully aware of this situation and declares that he/she fully accepts it.

8.2 The user who wishes to have free access to the Website acknowledges accordingly bearing all risks associated with the use of the Website.

8.3 Liquid Gas Europe disclaims all representations and warranties, including, without limitation, any express or implied warranty.

8.4 Further, Liquid Gas Europe does not warrant neither that the Website will meet the expectations of the user (who may choose to use any other equivalent website) nor that it will be available, up to date, secure and free from defects.

8.5 Liquid Gas Europe does not guarantee that any defect will be necessarily corrected and provides no warranty as to the results obtained from the use of the Website. Liquid Gas Europe also declines all liability with respect to the reliability of the Materials contained on the Site.

8.6 Furthermore, should Liquid Gas Europe be held liable despite the complete disclaimer and limitation of liability referred to in the preceding paragraph and its informed acceptance by the user, the following limitation of liability would apply.

8.7 Liquid Gas Europe can under no circumstances be liable for consequential damages resulting from a defect or fault any in connection with the Site.

8.8 In addition, the responsibility of Liquid Gas Europe, for any reason whatsoever and for any damage, is expressly limited in any case to a lump sum of 20EUR.

## 9. MODIFICATION AND/OR INTERRUPTION OF WWW.LIQUIDGASEUROPE.EU

9.1 Liquid Gas Europe reserves the right to modify, suspend or terminate the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) at any time and without prior notification.

## 10. LINKS TO THIRD PARTY WEB SITES AND CREATION OF LINKS TO WEB SITES

10.1 Links contained on the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) and leading to third-party websites are offered only for information purposes and without any guarantee. Liquid Gas Europe is not required to monitor the content of third party sites and is not responsible for those sites. Access to third-party sites falls under the full and sole responsibility of the user.



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10.2 The user has the ability to create links to this Site provided that he/she complies at all time with these Terms and in particular with the conditions set out below:

10.2.1 The user can establish a link to any Material (including Liquid Gas Europe's logo), but does not have the right to reproduce it.

10.2.2 Users must not mislead third parties as to the nature of his relationship with Liquid Gas Europe.

10.2.3 The user should not suggest that Liquid Gas Europe endorse his actions or the goods or services that may put at the disposal of others.

10.2.4 Users must not provide false or misleading information concerning Liquid Gas Europe, its products or services.

10.2.5 The user shall not include unpleasant or offensive content or content that would not be suitable for all ages.

## 11. WARRANTY FROM THE USER

11.1 The user agrees to support, indemnify and hold harmless Liquid Gas Europe against all losses or damages (including attorney's fees) arising from any complain or claim filed against Liquid Gas Europe and that would be resulting from a violation of these Terms by the user (or by a person using his account).

## 12. MISCELLANEOUS

12.1 These Terms constitute the complete, exclusive and final text of the agreement between Liquid Gas Europe and the user relating to the use of the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu). Any alleged prior agreement cannot be opposed to Liquid Gas Europe.

12.2 These Terms and, in general, the relationship between Liquid Gas Europe and the user shall be governed exclusively by law of the judicial district responsible for the registered office of Liquid Gas Europe and any dispute about them is subject to the exclusive jurisdiction of the courts located in the judicial district responsible for the registered office of Liquid Gas Europe.

12.3 If Liquid Gas Europe does not exercise any right or enforce any provision of these conditions, this could never be interpreted as a waiver of such right or provision.

12.4 If any provision of these Terms should be declared invalid by a court of competent jurisdiction, the parties expressly agree that this provision is replaced by a clause having valid effect and as close as possible to the original provision. The cancellation of one or more provisions of these Terms does not invalidate the other, which remain in force.

12.5 The titles of articles contained herein are aimed at increasing the readability of the Terms and have no legal value.

12.6 These Terms, as well as the rights and licenses granted hereunder thereof, may not be transferred by the user and are strictly personal.

12.7 Liquid Gas Europe may modify these Terms at its sole discretion. Liquid Gas Europe, however, will display a message on the changes made on the Website. If the user does not agree with these changes, the user may stop using the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu). If the user continues to use the Website [www.liquidgaseurope.eu](http://www.liquidgaseurope.eu) after the changes has been made, following the above notification, he/she is deemed to have accepted such changes.



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