

**LEGAL NOTICES
AND GENERAL TERMS AND CONDITIONS OF USE FOR THE SITE
<http://www.capra.be>**

The access or use of the <http://www.capra.be/> Website (hereafter the "Website") involves the acceptance without reserve of these legal notices and the user's general terms and conditions of use (hereafter the "GTCs").

I. LEGAL NOTICES

IDENTIFICATION OF THE WEBSITE EDITOR

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HOST

OVH

A simplified joint-stock company with a share capital of 10,069,020 €

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APE Code 2620Z

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Processing of personal data

On this Site, you may contact CAPRA, if need be, by filling out a form. You may leave us your contact details and personal information (name, first name, email address, name of company, activity sector, country of residence are the only details which may be collected on this Site).

In accordance with the provisions of the law of December 8, 1992 relating to the protection of privacy with regard to the processing of personal data (privacy law) modified in 2003 and 2005, you shall have a right of access, modification, rectification and withdrawal of your personal data. To request a modification, rectification or withdrawal of your personal data, you should send such demand:

-By post, by writing to: CAPRA, 3545 Halen, Stadsbeemd 1021– By email: info@capra.be by mentioning in the subject matter of your email “Personal data: right of access”.

This information and your personal data are for the CAPRA's exclusive use and for the corresponding purposes: Responses to questions/requests; collection and sorting of the user client's personal data, by computerised systems, with the aim of improving the CAPRA-client relation and to inform the client user of CAPRA's current operations.

Such information shall under no circumstances be transferred to third parties or transferred to a State that is not a member of the European Union.

You may obtain additional information from the Privacy Protection Commission (Rue Haute 139, 1000 BRUSSELS).

II. GENERAL TERMS AND CONDITIONS OF USE

2. CONDITIONS OF ACCESS TO THE SITE

The Site user undertakes to access and use the Site in the respect of the applicable regulations.

The Site user undertakes not to impair the Site, by any means whatsoever, nor to impede the proper functioning and to respect the content and the other users.

3- INTELLECTUAL PROPERTY - COPYRIGHT

The www.capra.be Website, the Site domain name and all of its content, and, in particular, each of the components of the Website (such as, in particular, trade names, logos, photographs, images, illustrations, texts, videos...) are protected by trademark law and/or copy-right and other applicable laws and regulations.

All these components shall remain the exclusive ownership of the CAPRA and/or its affiliated companies or partners.

Reproduction rights

Any reproduction and/or representation of the Site, in full or in part, or one of its components (including the sound components) on any support medium whatsoever is expressly prohibited, unless prior written approval has been obtained from CAPRA.

Database

The databases on the Website are secure. Any extraction or attempt to extract data, in full or in part, is likely to incur the offender's civil and criminal liability.

Trademark law

The domain names, trade names and logos on the Website are the exclusive ownership of CAPRA or the exclusive ownership of third-party companies which have authorised this disclosure.

Any reproduction and/or use of these domain names, trade names, logos, alone or in conjunction, by any means and in any manner whatsoever, is prohibited and constitutes an infringement which may be subject to a criminal sanction.

Hypertext links - social networks

The Website www.capra.be may provide access to other CAPRA web sites and platforms or its affiliated companies or its partners, subject to their own legal notices and conditions of use and protection of personal data, that the user must consult and respect.

The user of the Website www.capra.be is not authorised to create a hypertext link, in particular on its own website, directed at the www.capra.be Website and/or pages included therein without the prior written approval from CAPRA.

Any authorisation request must be sent to the following email address: info@capra.be

Furthermore, the links set up from the www.capra.be Website to external third party websites or IT applications from third parties shall not incur CAPRA's liability concerning the content, advertising, products or the services available (in particular, content or opinion sharing on or from sites related to the www.capra.be Website).

4 LIMITATION OF LIABILITY AND LIABILITY WAIVER

4.1 CAPRA strives to keep the www.capra.be Website accessible 24 hours/7 days. Nonetheless, CAPRA reserves the possibility, at any time, to suspend, discontinue or limit the access to all or part of the Website, without prior notice, to remove any information which could disrupt the normal functioning of the platform or which violates the applicable national regulations, or even suspend the Website in order to make updates.

CAPRA and its affiliated companies is by no means responsible for such suspensions, discontinuance, limitations and consequences which may arise for the user.

4.2 CAPRA's liability or that of its affiliated companies may not be incurred for any damages or dysfunctions related to the access, use of the Internet network, in particular in the event of a communication failure, malfunction, difficulty or operational discontinuance, preventing access to the Site or one of its functionalities.

Furthermore, CAPRA's liability or that of its affiliated companies may not be incurred in the event of a *force majeure* or an event beyond its control, in particular, in the event of a service discontinuance resulting from a telephone network failure or that of the user's Internet service provider.

CAPRA and, as the case may be, its affiliated companies and/or partners, may not be held liable for any direct or indirect damages that may arise from the access or use of this Site.

4.3. The Website user acknowledges that it shall assume all liability for his equipment for the connection to the Website and that he must take all the necessary measures to protect his own data.

CAPRA shall not be held liable for any damage or virus which could infect the user's computer or hardware, following the use or access to the Website or download(s) from this Website.

4.4. The information included on this Website is provided without any guarantee of any kind; it is non-contractual and may be modified or removed at any time, without any notice.

The user is also solely liable for the websites and data that he consults.

Finally, the Website user acknowledges that he shall remain liable for any damages caused to himself, third parties and/or his hardware as a result of his connection or use of the Website.

5. COOKIES

Upon the consultation of the www.capra.be Website, cookies appear on your computer, mobile or tablet. A cookie is a small text file that appears on your computer upon access to the Website or the consultation of an advertisement. In particular, they are used to collect information relating to your browsing on the Website and, as the case maybe, to send you customised services.

Generally, "cookies" stored on the www.capra.be Website, have one of the following functionalities:

-The first is to "maintain the status of an application", i.e., to ensure that every time you return to the Website, you shall find the Website according to your chosen setting. This function is used with the "language setting" cookie. This is a permanent "cookie" which enables the consultation language of the www.capra.be Website to be registered by default. Therefore, during subsequent connections to the Website, you shall automatically access your initially selected language version.

-The second function is to analytically pursue the user's browsing on the Website.

The "cookie" registers data relating to browsing on the Website (the pages consulted, the date and time of consultation, the type of browser, etc.); which enables statistical reports to be drawn up on the Website usage. With this "cookie", no identifiable personal data is registered.

The setting of your web browser

The continuation of browsing on the www.capra.be Website shall be considered as approval for cookies or other markers to be placed on the user's terminal.

You may be informed when you receive "cookies" or object to the storage of "cookies" by setting your browser accordingly. You may also withdraw the "cookies" already stored. If you consider that the "cookies" constitute an invasion of your privacy, set your browser to be informed of the presence of the "cookie" or to refuse it and remove those already stored.

The means of controlling and modifying your choice for cookies are provided below:

The setting of each browser is different. It is described in your browser's help menu, which shall enable you to find out how to modify your choice for cookies.

For information, the terms for the main browsers are provided below:

- If you use the **Internet Explorer** browser
 1. In the Tool menu, select "Internet Options"
 2. Click on the Confidentiality tab. You will see the confidentiality settings with six options, enabling you to control the number of cookies which will be registered: Block All the Cookies, Intensive, Moderately Intensive, Average (level by default), Minimal, and Accept all the Cookies.

- If you use the **Mozilla Firefox** browser
 1. In the Tool menu, select "options"
 2. Select the "Privacy" tab in the Options window.
 3. In the scroll menu, choose "Use the customised settings for the review of the previous pages consulted". This shall show the options for the cookies and you may decide to authorize or refuse them by ticking the appropriate box.

- If you use the **Safari** browser
 1. In your web browser, choose the menu Edition > Preferences.
 2. Click on Security.

3. Click on Display the cookies.
4. Select the option that you want in the "accept the cookies" section.
 - If you use the **Google Chrome** browser
 1. In the Settings menu, select "Display the advanced settings" at the bottom of the page.
 2. Click on the button "Content settings" in the Confidentiality section.
 3. The section located at the top of the page provides more information on cookies and enables you to install the cookies of your choice. It also enables you to withdraw the cookies currently stored.

- **The "Flash"© cookies by "Adobe Flash Player"**

"Adobe Flash Player"© is an IT application which enables a rapid development of dynamic content using the "Flash" IT language. Flash (and the applications of the same type) memorizes the settings, preferences and use of this content through a technology similar to that used by the cookies. However, "Adobe Flash Player"© administers this information and your choices via a different interface than that provided by your web browser software. Insofar as your terminal is able to display content developed using the Flash language, we invite you to access your administration tools for Flash cookies directly on the Adobe Website: <http://www.adobe.com/fr/>. (Cookies Tab)

The period for retaining cookies is 13 months and if the user does not renew his consent this data shall be removed.

6. MODIFICATION OF THE GTCs

CAPRA reserves the right to modify these GTCs at any time and without notice. The modifications shall become effective upon being posted online. Therefore, the users are invited to regularly consult these GTCs to become aware of any modifications made thereto.

7. APPLICABLE LAW - JURISDICTION

The Website and these legal notices and general terms and conditions of use are governed by Belgian law. The Francophone Courts and Tribunals of BRUSSELS shall have exclusive jurisdiction.

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