

## Term of Use

Welcome to **BeneluxSoft's official website**. By accessing or using <https://beneluxsoft.com/> (the "Website"), you agree to be bound by these Terms of Use (the "Terms"). Please read them carefully before using our website.

If you do not agree to these Terms, you must not use our Website.

These Terms govern your use of our Website only. For information regarding how we process personal data, please refer to our Privacy Policy.

### 1. About BeneluxSoft

The Website is operated by:

Benelux Soft B.V.

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BeneluxSoft is a digital transformation and software consultancy company providing IT services, AI-driven solutions, cloud transformations, and EU project consultancy services.

### 2. Acceptance of Terms

By accessing or browsing this Website:

- You acknowledge that you have read and understood these Terms
- You agree to comply with all applicable EU and Belgian laws, including rules on digital services, copyright, electronic communications and data protection

- You confirm that you are at least 18 years old or accessing the Website under the supervision of a guardian

BeneluxSoft reserves the right to update or modify these Terms at any time. Changes take effect when published on this page.

### **3. Permitted Use of the Website**

You may use this Website solely for:

- Obtaining information about BeneluxSoft's services
- Contacting our team about potential collaborations, partnerships or projects
- Accessing publicly available resources
- Participating in events or submitting forms provided on the Website

Any other use not expressly permitted is prohibited.

### **4. Prohibited Conduct**

You agree not to:

1. Use the Website for any unlawful purpose
2. Attempt to breach or circumvent security measures
3. Interfere with the functioning of the Website (e.g. malware, DoS attacks)
4. Scrape, harvest or extract data using automated tools without prior written consent
5. Misuse contact forms for spam, fraudulent activities or unsolicited promotions
6. Reproduce, copy, sell or exploit any part of the Website without permission
7. Upload or share harmful, offensive, defamatory or illegal content

BeneluxSoft reserves the right to restrict or terminate access to users who violate these Terms.

### **5. Intellectual Property (Copyright & Trademarks)**

All content on this Website—including but not limited to:

- Text, graphics, icons
- Images and illustrations
- Videos and animations
- Code, scripts and layout design
- Logos, brand identity and trademarks

is the exclusive property of BeneluxSoft or is used under valid license agreements.

Under EU copyright law (Directive 2001/29/EC) ve Belgian Copyright Act, you may not copy, reproduce, distribute or modify any content without prior written permission.

Limited permissions are granted for:

- Viewing pages in your browser
- Downloading explicitly available public files (e.g. project PDFs, brochures)
- Using content for personal and non-commercial reference

Any other use requires formal approval.

## 6. Third-Party Links & External Services

Our Website may contain links to third-party websites, platforms or tools (e.g. EU portals, AI tools, partner sites).

We are not responsible for:

- The content of third-party websites
- Their accuracy, legality or availability
- Their privacy practices or security standards

You access such links at your own risk. We recommend reviewing their terms and policies.

## 7. Disclaimer of Liability

While we strive to provide accurate and up-to-date information, BeneluxSoft does not guarantee that:

- The Website will always be available
- All content is complete, accurate or error-free
- Services or documents will always be free of technical issues

To the fullest extent permitted under Belgian and EU law, BeneluxSoft declines liability for:

- Any direct, indirect or consequential damages
- Loss of data, profits, opportunities or business interruption
- Technical failures, bugs or temporary downtime
- Reliance on Website content as professional advice

Nothing in these Terms excludes liability where this would be unlawful (e.g. fraud or gross negligence).

## **8. Professional Information & No Legal/Financial Advice**

The information on this Website is provided for general informational purposes.

It does not constitute:

- Legal advice
- Financial advice
- Professional consulting
- Engineering or security certification

For tailored solutions, please contact us directly.

## **9. EU Digital Compliance Notes (DSA / e-Commerce Directive)**

As a digital service provider to the EU market:

- We comply with EU Directive 2000/31/EC (e-Commerce Directive)
- We ensure transparency in communication and identification
- We respond to lawful requests from authorities

- We take reasonable measures to secure our digital infrastructure

We do not host user-generated content at scale, so the Digital Services Act (DSA) obligations applicable to “online platforms” do not apply to our business model.

## 10. Availability & Website Changes

BeneluxSoft may:

- Update Website content
- Change layouts, tools or functionalities
- Suspend or discontinue sections of the Website
- Perform maintenance or security updates

without prior notice.

We aim to minimise downtime but cannot guarantee uninterrupted access.

## 11. Governing Law & Jurisdiction

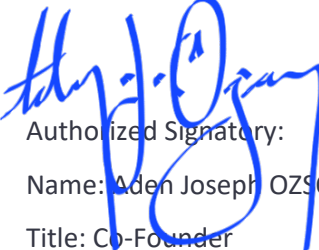
These Terms are governed by:

- Belgian law, and Applicable EU regulations and directives

Any disputes arising from the use of this Website will fall under the exclusive jurisdiction of the courts of Brussels (Belgium).

## 12. Contact Information

For questions or concerns about these Terms, you may contact us at: <https://beneluxsoft.com/contact/>



Authorized Signatory:

Name: Aden Joseph OZSOY

Title: Co-Founder

Year : 2024