

LEGAL DISCLAIMER
Version dated 1/4/2022

The Interreg-project 'From Waste 2 Profit' is a joint initiative of following partners:

1. **PROVINCIALE ONTWIKKELINGSMAATSCHAPPIJ LIMBURG**, public-law entity with legal personality recognized by the Flemish Government, having its registered office at 3500 Hasselt, Kempische Steenweg 303/101, Belgium, and with enterprise number 0881.704.066 (hereinafter referred to as "**POM Limburg**");
2. **VOKA – KAMER VAN KOOPHANDEL LIMBURG VZW**, with registered office at Gouverneur Roppesingel 51, 3500 Hasselt, Belgium, and with enterprise number 0407.589.842;
3. **NV LIMBURGS INSTITUUT VOOR ONTWIKKELING EN FINANCIERING (LIOF)**, with registered office at Wim Duisenbergplantsoen 27, 6221 SE Maastricht, The Netherlands, and with enterprise number 14604604;
4. **EFFICIENZ-AGENTUR**, with registered office at Dr.-Hammacher-Str. 49, 47119 Duisburg, Germany, and with enterprise number 170748833;
5. **ZENTRUM FÜR INNOVATION UND TECHNIK IN NRW**, with registered office at Bismarckstraße 28, 45470 Mülheim an der Ruhr, Germany, and with enterprise number 999725457;
6. **UC LIMBURG VZW**, with registered office at Agoralaan, Building B, bus 1, 3590 Diepenbeek, Belgium, and with enterprise number 0417.195.515;
7. **Z33 HUIS VOOR ACTUELE KUNST**, with registered office at Kempische Steenweg 303-101, 3500 Hasselt, Belgium, and with enterprise number 0881.704.066;
8. **STICHTING MUSEUMPLEIN LIMBURG, MUSEA VOOR AARDE, DESIGN & WETENSCHAP**, with registered office at Museumplein 2, 6461 MA Kerkrade, The Netherlands;
9. **WALLONIE DESIGN**, with registered office at 78 Rue Paradis, 4000 Liège, Belgium, and with enterprise number 0875.955.035;
10. **DIGITAL HUB AACHEN**, with registered office at Pascalstraesse 6, 50276 Aachen, Germany, and with enterprise number 307.327.768;
11. **EKLO**, with registered office at Rue Lambert Lombard 3, 4000 Liège, Belgium, and with enterprise number 0876.745.287;
12. **CHEMELOT INNOVATION AND LEARNING LABS**, with registered office at Urmonderbaan 22, 6167RD Geleen, The Netherlands, and with enterprise number 56636113;

Hereinafter jointly referred to as the "**Partners**", "**We**", or "**Us**".

General

Welcome to the website of 'From Waste 2 Profit', an initiative of the above mentioned partners, hereinafter referred to as the "**Website**".

Here are the basic rules governing your use of the Website (hereinafter: '**Terms of Use**'). Please read these before using this Website in any way. Each time you visit the Website, the latest version of these Terms of Use will govern your use, which implies that you always accept the latest version. Any amendments will be announced on the Website and the new Terms of Use will take effect thirty (30) days after the announcement.

If you disagree with any provision of these Terms of Use or if you have any difficulty reading them, please contact From Waste 2 Profit and stop using this Website in the meantime (see contact details at the bottom of the Terms of Use). The contents of this Website may change without notice and do not create, specify, amend, or replace any new or prior contractual obligations agreed in writing between From Waste 2 Profit and the visitor. These Terms of Use were last amended on the date indicated above.

Nature of the information offered and liabilities

From Waste 2 Profit devotes much attention and care to the Website and strives to ensure that all information is as complete, correct, understandable, accurate and up-to-date as possible.

Despite all efforts continuously made, From Waste 2 Profit cannot guarantee that the information made available is complete, correct, accurate or updated. If the information provided on (or through) the Website shows shortcomings, From Waste 2 Profit will make the utmost effort to correct it as soon as possible. If you discover any inaccuracies, please contact From Waste 2 Profit (see contact information at the bottom of the Terms of Use). From Waste 2 Profit strives to secure the Website with all reasonable means and to limit possible inconveniences caused by technical errors as much as possible. However, From Waste 2 Profit cannot rule out incorrect technical operations or unauthorized interventions. The Website's

availability may be affected by numerous factors beyond From Waste 2 Profit's control. For these reasons, From Waste 2 Profit cannot guarantee uninterrupted access.

From Waste 2 Profit cannot be held liable for direct or indirect damage resulting from the use of the Website or from the information made available on or through the Website, including but not limited to all losses, work interruptions, damage to your programs or other data on the computer system, or to your equipment or programs. The use of the Website and the information contained therein is therefore at your own risk. However, nothing in these Terms of Use excludes From Waste 2 Profit's liability for an intentional act or fraud.

Permitted use

The Website may be used only in the manner explicitly described in these Terms of Use.

Your right to use the content of the Website is granted on condition that you do not alter the content, that you respect all copyright, trademark, and other proprietary notices, and that you accept all conditions, provisions, and notices accompanying the content or appearing elsewhere on this Website.

You are expressly forbidden (i) to use the Website (and its contents) for unlawful purposes and (ii) to use errors on the Website, known to From Waste 2 Profit or not, for your benefit or that of third parties.

Hyperlinks and referrals

On or through the Website you are referred with (hyper)links to other websites of governments, agencies or organizations, and you are referred to information sources which are managed by third parties. From Waste 2 Profit does not have any technical or content control or authority and can therefore not guarantee the completeness or accuracy of the content, nor the availability of these websites and information sources. The hyperlinks to other websites provided on this Website do not imply any endorsement of the external website or its content. The links are provided for your information and convenience only.

From Waste 2 Profit therefore accepts no liability for direct or indirect damage resulting from the consultation or use of such external websites and their content. From Waste 2 Profit is furthermore not responsible for the data processing by third parties. If you want to add hyperlinks to (parts of) the Website on your own website, From Waste 2 Profit asks you to contact it first (see contact details at the bottom of the Terms of Use). You will be informed as soon as possible about the permissibility thereof.

Intellectual property

All parts of the Website, including, among others, the logo, name, texts, images, video files and sound files, layout are protected by intellectual property rights. From Waste 2 Profit is the sole owner or licensee of these intellectual property rights, unless otherwise stated.

You have the right to consult, download and reproduce the information on this Website for personal use, provided that you mention the source, in accordance with the provisions of Book XI of the Belgian Code of Economic Law. However, this permission does not apply to the texts where restrictions on use are explicitly stated. The reproduction or use of works other than texts including, but not limited to, multimedia information (e.g. sound, images, software, etc.) always requires prior permission. About the reproduction of the information you can contact From Waste 2 Profit (see contact details at the bottom of the Terms of Use). From Waste 2 Profit retains all intellectual property rights on the website itself and on the information made available.

Privacy

All personal data that From Waste 2 Profit collects through this Website are processed in accordance with the privacy policy. The information you provide through your use of the Website is confidential. Waste 2 Profit is responsible for processing these data in accordance with the (i) Belgian Act of July 30, 2018 on the protection of natural persons with regard to the processing of personal data and (ii) Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Applicable law and court

These Terms of Use and all disputes and claims arising out of the use of the Website or any information contained therein shall be governed by Belgian law. Any dispute relating to the existence or application of these Terms of Use and to their interpretation or execution shall be subject to the exclusive jurisdiction of the courts of the registered office of POM Limburg, unless the law mandatorily prescribes the jurisdiction of another court.

Miscellaneous

If any part or clause of the Terms of Use is found to be unlawful, invalid or unenforceable for any reason, the remaining parts or clauses shall not be affected thereby and shall remain valid and enforceable, as if the invalid or unenforceable parts or clauses were not included in the Terms of Use. Each invalid or unenforceable clause will immediately be replaced as far as possible by a clause that approximates what From Waste 2 Profit intended with that part or clause.

Contact

If you require further information or have comments, please contact From Waste 2 Profit as follows:

- By post: POM Limburg, Corda Campus, Building 6B, Kempische Steenweg 303/bus 101, 3500 Hasselt, Belgium
- By email: privacy@pomlimburg.be