

# General Terms and Conditions

For use of the website [myharmony.eu](http://myharmony.eu)

## 1 IDENTITY OF THE SERVICE PROVIDER

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These general terms and conditions apply for the website of Harmony NV, with registered office at Cyriel Buyssestraat 13, 9000 Ghent, Belgium, registered with the CBE under number 0666.716.731.

## 2 APPLICABILITY

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1. These general terms and conditions are valid between you, the visitor of the website [myharmony.eu](http://myharmony.eu), and Harmony. Each visit to this website is subject to these general terms and conditions. Your visit to this website implies a tacit and unconditional agreement with the applicability of these terms and conditions.

2. Harmony can always modify these terms and conditions without prior notice, and the modified terms and conditions are valid from the moment they are placed on our website.

3. In addition, in order to use Harmony's services, it's required that you register as a user. In that case, you must explicitly agree to the terms of use for the use of the myHarmony online platform [\[link\]](#).

## 3 USER OBLIGATIONS

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1. Every website visitor undertakes to comply with the following behaviour rules:

- a) Not to hamper the normal functioning of the website;
- b) Not to infringe Harmony's intellectual property rights;
- c) Not to take any action that would hamper the use of the website for other visitors or users;
- d) Not to distribute spam or other inappropriate messages or information via the website;
- e) Not to spread viruses or other malware;
- f) Not to use resources for searching or indexing (parts of) the website, such as robots or spiders, unless the visitor or user is a search engine;
- g) Not to circumvent or block the website's security.

In the event of non-compliance with these general terms and conditions, including these rules of conduct, Harmony may deny the visitor access to the website.

## 4 LIABILITY

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1. Harmony strives to ensure that the information on its website is up-to-date, reliable and complete, but Harmony cannot guarantee the correctness, completeness or accuracy of the information on its website, regardless of whether this information was provided by Harmony or third parties.

2. Consulting or using the website is entirely at the visitor's own risk. Harmony is not liable for any direct or indirect damage, of whatever nature, that the visitor would suffer by visiting this website.

3. Harmony is not liable for any malfunctions, viruses, interruptions or errors in the network. The visitor is responsible for installing the necessary security software on his devices.

4. Harmony reserves the right to optimize or adjust its website at any time without prior notification, for example with respect to the website's design, content, structure, accessibility or technical characteristics.

5. Harmony is not liable for the unavailability or delayed operation of its website. Any unavailability or delayed operation cannot give rise to any compensation or other financial compensation.

6. Harmony is not liable for (the contents of) websites of third parties referred to by means of a hyperlink. This reference does not necessarily mean that Harmony recommends these websites, nor that Harmony would cooperate with them or that it agrees with the content of these third party websites. Harmony does not guarantee the suitability, accuracy, completeness or safety of these websites, or for any direct or indirect damage resulting from visits to third party websites.

## 5 INTELLECTUAL PROPERTY RIGHTS

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1. The information (or services) provided on this website, as well as any software that is useful for its functioning, are protected by (intellectual) property rights that belong exclusively to Harmony or for which it holds a license. Partial or entire reproduction, distribution, sale, publication, adaptation, translation, processing or use for commercial purposes in any way is expressly prohibited.

2. The storage of information from this website in a database is also explicitly prohibited, with the exception of the automatic caching of the information by the browser.

3. Exceptions to this may only be permitted by Belgian law or by prior, express and written permission from Harmony.

## 6 PRIVACY & COOKIES

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1. For more information about the processing of personal data during your visit to this website, you can consult our privacy policy [\[link\]](#). For more information about how Harmony makes use of cookies, you can consult our cookie policy [\[link\]](#).

## 7 GOVERNING LAW AND JURISDICTION

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1. These terms and conditions and your use of this website are governed exclusively by Belgian law, with the exception of rules of private international law pursuant to which the laws of another country would be applicable.

2. The parties hereby undertake to apply the CEPANI Mediation Rules to all disputes arising out of or in connection with this Agreement. The place of the mediation is Ghent and the language of the mediation is Dutch. If the mediation fails, the courts of Ghent will be exclusively competent to settle disputes regarding this Agreement.

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