

# GENERAL SALES CONDITIONS AND CONDITIONS OF USE

Welcome to Myspecialist.be. Please read these conditions carefully before making an order on Myspecialist.be. By ordering on Myspecialist.be, you notify us about your agreement to be submitted to the below conditions.

## GENERAL SALES CONDITIONS

Myspecialist SA or/and its affiliated companies (« Myspecialist ») provide website functionalities and other services when you visit or buy on the website.

These general conditions of sales govern sales of services between Myspecialist SA and you. Myspecialist.be is a trade name of Myspecialist SA.

For the conditions relating to the sales between you and third-party vendors on the website Myspecialist.be, please see the affiliation contract.

Myspecialist.be offers a wide range of services and some additional conditions may be applied. Furthermore, when you use a service of Myspecialist (e.g Your Profile, gift certificates, applications for mobile,...) you are also subject to the terms, guidelines and conditions that are applicable to those Myspecialist services (the “Conditions of service”. If these general conditions of sales conflict with the conditions of service, the conditions of service will prevail.

### 1. HOW TO ORDER

If you want to buy one or more service(s) on the website you need to select a service that you want to buy, add it in your shopping cart and confirm the order. Then, you can order the next.

Once you have ordered, we send you a confirmation by e-mail.

You agree to receive electronic invoices for your purchases. The electronic invoices will be sent in pdf format by e-mail and/or at your personal account on our website. To receive a hard copy, please notify us by sending an e-mail at [finance@myspecialist.be](mailto:finance@myspecialist.be) and we will answer it.

### 2. TRAVEL FEES

28 euros fixed national travel fees are paid for a round-trip.

### 3. PRICE AND AVAILABILITY

The indicated prices on the website give a first indication of the final price of the service which will be delivered.

To have a firm and definitive free quotation, you confirm order for the service that suits your needs by paying an account which will be required.

For services that can be performed within a short-time, the quotation is done on site, countersigned and performed upon approval receipt.

For services that cannot be performed the same-day, a quotation will be delivered within next days with a dates for work proposal.

We show the availability of services that we sell on the website on each order. We cannot give more details regarding the services availability than those indicated on the website. When processing your order, we will inform you by e-mail as soon as possible if some of the services ordered are not available, and you would not be billed for those services.

#### **4. OUR RESPONSIBILITY - GUARANTEES**

The service provider quotation and its general conditions define the guarantees of the services delivery.

Our responsibility will not be committed in the event of delay due to a non-availability of the service at the provider. Furthermore, our responsibility will not be committed in the event of minor differences between the services presentation pictures, the texts posted on the website Myspecialist.be, and the services delivered.

We implement all the means that we have to ensure the services provision subject-matter of the current general sales conditions. We are liable for any direct and predictable damage during the use of the website or of the conclusion of the sales contract between you and us. In our relationship with professionals, we will not be liable for any profits loss, commercial loss, data loss or loss of earnings or any other indirect damage or which has not been predictable during the use of the website or the sales contract conclusion between you and us.

The limitation of liability referred to above does not apply in the event of fraud or gross negligence on our part, or in the event of bodily injury or liability arising out of defective products.

#### **5. APPLICABLE LAW**

The parties agree prior any court action, to make every effort to settle the dispute amicably. The courts of Brussels will have the exclusive jurisdiction.

#### **6. MODIFICATION OF THE SERVICE OR THE GENERAL SALES CONDITIONS**

We reserve ourselves the right to introduce changes in our website, our procedures, and in our terms and conditions, including these general conditions of sales at any time. You are submitted to the terms and conditions, procedures and general conditions of sales as from as you order a service, unless if a change to the terms and conditions, or to these general sales conditions is requested by an administrative or government authority (in this case, this modification can be applied to the previous orders that you have done). If one of the stipulations in these general sales conditions is deemed invalid, void or unenforceable, whatever the reason, this stipulation will be deemed to be separable et will not affect the validity and the effectiveness of the stipulations left.

#### **7. WAIVER**

If you breach these general sales conditions and that we take any action, we would still be entitled to use our rights and remedies in any other situation where you would be violating these terms and conditions.

## **8. MINORS**

We do not sell our services to minors. We sell children's services for purchase by adults. If you are under 18 years old, you cannot use the website Myspecialist.be unless under the supervision of a parent or a guardian.

## **9. IDENTIFICATION**

Myspecialist™ is a commercial brand used by Myspecialist SA. Our contact informations are as follows:

Lancelot du Bois de Nevele  
Avenue Grandchamp, 93  
1150 Bruxelles

## **CONDITIONS OF USE**

### **1. PRIVACY**

To understand our policies, please consult our [policy of protection of personal data](#) which also govern the use of Myspecialist Services.

## **2. ELECTRONIC COMMUNICATIONS**

When you use a Myspecialist service or when you send us an e-mail, you are communicating with us electronically. We will communicate with you by e-mail or by publishing information on the website or through the other Myspecialist Services. For contractual purposes, you agree to receive electronic communications from us and you agree that all agreements, information, disclosures and other communications that we will send you e-mail fulfill all legal obligations of written communications, unless a specific mandatory law imposes another communication mode.

## **3. INTELLECTUAL PROPERTY, COPYRIGHT AND PROTECTION OF DATA BASES**

All present content or made available through Myspecialist services, such as texts, graphs, icons, buttons, pictures, music tracks, digital downloads and the data compilations, is the property of Myspecialist.be, of its affiliated companies or its content suppliers and is protected under Luxembourg and international law of the intellectual property, copyright and protection of data bases. The compilation of all present content or made available through Myspecialist services is the exclusive property of Myspecialist and is protected under Luxembourg and international law of the intellectual property, copyright and protection of data bases.

You may not extract and/or reuse systematically parts of the content of any Myspecialist service without our express and written authorization. Particularly, you may not use any data suction robot, or another similar tool for data collection or extraction to extract (on one or more occasions), to reuse a substantial part of a Myspecialist service without our express and written authorization.

You may not as well create and/or publish your own data bases which will contain substantial parts (e.g our prices and our services list) of a Myspecialist service without our express and written authorization.

## **4. LICENSE AND ACCESS**

Any service of Myspecialist or all or part of it should not be reproduced, copied, sold, resold, visited or used for commercial reasons without our express and written authorization.

You may not frame or use framing techniques to insert any brand, icon or other commercial information (including pictures, texts, layout or forms). You may not use the meta tags or any other "hidden script" using the name or the trademarks of Myspecialist without our express and written authorization.

You are forbidden to misuse a Myspecialist service. You should use the Services of Myspecialist as authorized by the law. The licenses granted by Myspecialist will terminate if you do not respect these conditions of use of the conditions of services.

## 5. YOUR ACCOUNT

If you use any Myspecialist service, you are responsible for maintaining the confidentiality of your account and password, of access restriction to your computer, and to the extent permitted by applicable law you accept responsibility for all activities occurred from your account or your password. You should take all necessary measures to ensure that your password remains confidential and secured, and should inform us immediately if you may think that someone else knows your password, or if the password is used or might be used without authorization. You are responsible for the validity and the completeness of the information that you provided and you need to inform us about any changes regarding those information. You can access to your information and change them, and your account settings as well in “your account” space of the website.

You may not use any Myspecialist service: (i) in manner that would cause or might cause an interruption, a damage, or a corruption of a Myspecialist service, or (ii) for a fraudulent or unlawful purpose, or (iii) in order to cause trouble, nuisance or anxiety.

We reserve ourselves the right to refuse the access, to close account, to remove or edit content if you are in violation of applicable laws, of the these conditions of use or any other terms, conditions, guidelines or policy of Myspecialist.

## **6. COMMENTS, CRITICISM, COMMUNICATIONS AND OTHER CONTENT**

Visitors can address criticism, comments or any other content; submit suggestions, ideas, questions or any other information as long as the content is not illegal, obscene, abusive, threatening, defamatory, calumnious or contravening the rights of intellectual property or prejudicial to a third party and is not or does not contain a computer virus, political militancy, commercial canvassing, mass mailing or letter chains or any other form of "spam". You may not use a wrong e-mail address or usurp the identity of another person or entity, neither lie on the origin of a credit card or content. We reserve ourselves the rights (but not the obligation without the use of a valid notification form), to remove or edit content. If you think that content or a sale advertisement about a Myspecialist service contains a defamatory message, or that your intellectual property rights have been violated by a publication or information on the website, please notify us by sending an e-mail to [claims@myspecialist.be](mailto:claims@myspecialist.be), and we will respond to it.

If you publish content or any other material, unless we otherwise specify, you grant: (a) to Myspecialist, freely, the right transferable and sub-licensable, to use, to reproduce, to edit, to adapt, to publish, to translate, to create a derivative work, to distribute, to post the content in any kind of media; and (b) Myspecialist and its sub-licensed and its assignee the right to use the name used with this content if they want. No moral right can be assigned under this clause.

You agree that the above assigned rights will be irrevocable for the entire period of protection by the law of intellectual property associated with this content or material.

You declare and warrant that you are the owner or have the necessary rights on the content you publish; that at the transmission date of the content or the material: (i) the content and the material are exact, (ii) the use of the content and the material that you provided does not contravene one of the procedures or guidelines of Myspecialist and will not be harmful to any natural or legal person (particularly that the content or the material is not defamatory). You agree to indemnify Myspecialist in the case of an action brought by a third party against Myspecialist regarding the content or the material that you provided, unless if the potential liability of Myspecialist could be sought for failing to remove a content whose unlawfulness was notified (Notification Form), as soon as this action is due to, has any link with the content you have communicated to us.

## **7. CLAIMS OF INTELLECTUAL PROPERTY**

Myspecialist respects the intellectual property of others. If you think that one of your intellectual property rights was used in a manner which could create a fear of violation of these rights, thank you to notify us by sending an email in [claims@myspecialist.be](mailto:claims@myspecialist.be), and we will reply.

## **8. OTHER COMPANIES**

Third parties other than Myspecialist suggest services on this web site. Besides, we supply links towards web sites of affiliated companies and a number of companies. We are not responsible for the examination or for the evaluation, and we do not warrant the offers of these companies or these private individuals, or the contents of their web sites. Myspecialist assumes no responsibility or bond for acts, services or contents of these companies or these private individuals or the other third parties. You are informed when a third party is involved in your transaction, and we can share your information in connection with this transaction with this third party. You have to review their politics of confidentiality and other terms of use carefully.

## **9. ROLE OF MYSPECIALIST**

Myspecialist centralizes a full range of services for a unique solution to your all daily problem. So that the offer is complete, Myspecialist.be allows third-party sellers to list and to sell their services on Myspecialist.be. In each of these cases, this is indicated on the respective page of service detail. Although Myspecialist as such the host, facilitates the transactions realized on the platform Myspecialist, Myspecialist is neither the buyer nor the seller of the services of the third sellers. Myspecialist provides a meeting place in which the buyers and the sellers completes and finalizes their transactions. Therefore, in matter of the sale of these services third-party sellers, a sale contract is only formed between the buyer and the third party seller. Myspecialist is not part to such a contract and does not take responsibility having for origin such a contract or ensuing from this sale contract. Myspecialist is neither the agent nor the representative of the third-party sellers. The third-party seller is responsible for sales and the claims or any other problem arising or related to the contract between him and the buyer. Because Myspecialist wants that the buyer benefits from the safest experience of purchase, Myspecialist offers the warranty A to Z in addition to any contractual right or other.

## **10. OUR LIABILITY**

We will do our best to insure the availability of Services Myspecialist and that transmissions will be made without errors. However, because of the nature of internet, this cannot be guaranteed. Furthermore, your access to Services Myspecialist can be suspended or restricted to allow for repairs, the maintenance, or add a new feature or a new service. We will try to limit the frequency and the duration of these suspensions or limitations.

As part of its relations with professionals, Myspecialist is not responsible (i) losses that were not caused by a fault on our part, or (ii) the commercial losses (including the lost profit, the profit, the contracts, the expected savings, data, customers or unnecessary spending, or (iii) any indirect or consecutive loss which were not foreseeable by you and us when you began to use the Myspecialist service.

We will not be held responsible for delays or your inability to respect your bonds in application of these conditions if the deadline or the failure results from a cause except our reasonable control. This condition does not affect your legal right to see services sent and the services supplied in a reasonable time or to receive a refund if the services ordered cannot be delivered within a reasonable time due to cause beyond our reasonable control.

Some countries' laws do not allow any of the limitations listed above. If these laws are applicable to you, all or part of these limitations is not applicable to you, and you can have additional rights.

Nothing in these terms aims at limiting or at excluding our liability in case of deceit, or in death or personal injury caused by our negligence or a serious offence.

#### **11. APPLICABLE LAW**

The parties make a commitment, before any legal action, shall endeavour to resolve such dispute amicably. The courts of Brussels are only competent.

#### **12. MODIFICATION OF THE SERVICE OR THE TERMS OF USE**

We reserve the right to make modifications on any Myspecialist service, to our procedures, to our terms and conditions, including the present conditions of use at any time. You are subjected to the terms and the conditions, the procedures and current conditions of use just as you use the Myspecialist service. If a stipulation of these terms of use is deemed invalid, null, or inapplicable, whatever is the reason, this stipulation will be deemed divisible and will not allocate the validity and the effectiveness of the remaining conditions.

#### **13. WAIVER**

If you break these general terms of sale and if we take no share, we would be entitled for using our rights and legal remedies in all other situations always where you would violate these general terms of sale.

#### **14. MINORS**

We do not sell services to the minors. We sell children's services for purchases by adults. If you are under 18 years old, you can't use the web site Myspecialist.be only under the supervision of a parent or of a guardian.



## **ADDITIONAL CONDITIONS OF THE SOFTWARE MYSPECIALIST**

### **1. Use of the software Myspecialist**

You can use the software Myspecialist only for the purposes of allowing you to use and to benefit from Myspecialist services such as those provided by Myspecialist and authorized by the conditions of use, the conditions of software Myspecialist and the conditions of Services. It is forbidden to integrate all or part of a software Myspecialist in your own programs, to compile all or part of a software Myspecialist with your own programs, to transfer all or part of a software Myspecialist in order to use it with another service or to sell, to rent, to lend, to distribute or to sub-license all or part of a software Myspecialist or to transfer any right on all or part of this software Myspecialist. You cannot use the software of Myspecialist for illegal purposes. We reserve ourselves the right to end the use of a software Myspecialist and to remove your rights to use a software Myspecialist at any time. If you do not respect these conditions for software Myspecialist, the conditions of use and all conditions of Myspecialist services, the use rights of a Myspecialist software for which you have been granted will be automatically removed without any prior notice. Additional requirements specified by third parties and contained or distributed with certain Myspecialist Software and specifically identified in the related documentation may be applicable to these software Myspecialist (or software integrated into a software Myspecialist) and will prevail in case of conflict with these terms of use. All software used in a Myspecialist service is a property of Myspecialist or its software suppliers and is protected by Luxembourg and international laws on the protection of computer programs and copyright.

### **2. Use of third-party services.**

By using Myspecialist software, you may also need to use the services of one or more third parties, such as those from a mobile operator or a mobile platform provider. The use of those third party services may be subject to policies, terms of use and their fees.

### **3. Prohibition of reverse engineering**

You cannot and you do not encourage, neither attend nor authorize anyone to (i) copy, modify, alter in another way, whole or a part of Myspecialist software, create derivative works from Myspecialist software, or (ii) perform reverse engineer, decompile or disassemble whole or a part of Myspecialist software, except to the extent permitted by law.

### **4. Updates**

To keep Myspecialist software update, we can offer automatic updates or manual updates at any time and without notice.