

Terms of Use – Disclaimer

Last modified: 22-05-2019

Please read these terms of use (hereinafter “Terms of use”) carefully before browsing and accessing the International Taste Institute website with address: <https://www.taste-institute.com> and the Restricted Areas as defined below (hereinafter the “Website”). The Restricted Areas are integral parts of the Website.

This site is owned, controlled and operated by the International Taste Institute SPRL, in short “The Taste Institute”, with its registered office at rue Colonel Bourg 105A, 1140 Brussels, and registered under number BCE 0867.327.874 (hereinafter “The Taste Institute”).

General terms

These Terms of Use apply to any person accessing and using the Website (hereinafter a “User” or “Users”) and may be changed in full or in part by The Taste Institute at all times and without notice. Regular consultation of these Terms of Use is therefore recommended, in order to remain up to date with the latest version.

By accessing and browsing the Website, the User fully and unconditionally accepts without any limitation or qualification the present Terms of Use and undertakes to comply with them. If the User does not agree with these Terms of Use, he shall refrain from making any use whatsoever of the Website.

The Terms of Use constitute the entire and exclusive agreement between a User and The Taste Institute with respect to the access to the Website.

In case of a breach of these Terms of Use or of any other contractual obligation between the User and The Taste Institute, The Taste Institute reserves the right to refuse access to the Website (including, without limitation, the Restricted Areas, as defined below) without prejudice to the right of The Taste Institute or any third party to claim compensation for all direct and indirect damage sustained as a result of the breach.

Content and limitation of liability

The contents of the Website is provided for informational purposes only and is intended merely to give a general overview of The Taste Institute. It is offered by The Taste Institute in the utmost good faith.

Whilst The Taste Institute has endeavoured to ensure that all the information on the Website is correct, the contents of the Website are provided as is, WITHOUT REPRESENTATION OR WARRANTY

OF ANY KIND as to the adequacy, reliability, completeness or accuracy of any information presented on the Website.

ITI DOES NOT ASSUME ANY LIABILITY FOR ANY STATEMENT, INACCURACY, INCOMPLETENESS OR OMISSION FOUND ON THE WEBSITE.

Barring deliberate acts and/or mandatory legal provisions, The Taste Institute will in no event be held responsible for any use made of the content of the Website. Neither will it be held liable for any loss or damage of any nature whatsoever (direct, special, indirect, consequential, material or immaterial, etc.) resulting from the use of or reliance on any information obtained directly or indirectly from the Website.

The Taste Institute reserves the right to amend and update the Website and its content at any time without prior notice.

Continuity of the Website

The Taste Institute is entitled to improve and revise the Website at any time, without prior notice.

The Taste Institute may stop or limit (permanently or temporarily) the access to the Website (including the Restricted Areas) at any time, without prior notice.

Security

The Taste Institute applies a range of security controls to protect the Website from unauthorized access. However, The Taste Institute does not guarantee that the Website will be secure or free from bugs or viruses. The User acknowledges that the access to the Website is made at its sole risk.

The Taste Institute does not assume any liability for any interference with or damage that may infect your computer equipment, software, data or other property on account for your access to, use of, downloading of or browsing in the Website. Users are encouraged to take appropriate and adequate precautions (such as having their own virus protection software) to ensure that whatever is selected from the Website is free of viruses or other contamination that may interfere with or damage the User's computer system, software or data.

Users are responsible for configuring their information technology, computer programs and platform in order to access the Website.

Users may not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users may not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. Users may not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. Any such acts would constitute a criminal offence under Belgian law regarding information technology criminality.

The Taste Institute will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities.

Intellectual property rights

Trademarks, service marks, medals, awards, images, text, page layout, labels and logos and all other components displayed on the Website are the property of The Taste Institute.

Nothing contained on the Website should be construed as granting any license to use any trademark, service mark, labels or logo displayed on the Website without the express written permission of The Taste Institute. The Website and all its components may not be communicated, distributed, transmitted, broadcasted, sold or otherwise exploited without prior and written authorization from The Taste Institute.

Any violation of the above restriction may constitute a violation of intellectual property rights punishable with imprisonment and fines, without prejudice to civil damages.

The Taste Institute claims no copyright on any official document or documents in the public domain and presented on the Website or on the Restricted Areas. Copyright, if any, of third party material found on the Website should be respected; no rights are being granted.

Links to third party website

Links to other websites are provided solely as a convenience. Therefore, those links imply neither responsibility for, nor approval of, the information contained on these websites. The Taste Institute does not accept responsibility or liability of any nature whatsoever for these other websites and any information they may contain, except if The Taste Institute is the owner of such other website and in conformity with the applicable terms of use.

It is prohibited to insert hyperlinks on the Website that lead to another site, without the prior written approval of The Taste Institute.

Restricted Areas

Access to the Restricted Areas is restricted to The Taste Institute members and therefore cannot be accessed by any other Users of the Website. Access shall be conditional to obtaining a username and password from The Taste Institute.

The username and password are strictly personal and confidential. The member is responsible for the use of the password and for all its activities on or through the Restricted Areas.

The Taste Institute processes personal data related to access to the Restricted Areas in accordance with applicable data protection laws, including the General Data Protection Regulation ("GDPR"). For more information about this processing, please see our privacy policy on www.taste-institute.com.

Contact Form

The Website contains a contact form that permits a User to contact The Taste Institute. The User is solely responsible for the information communicated through this form.

The Taste Institute processes information communicated through this form in accordance with applicable data protection laws, including the GDPR. For more information about this processing, please see our privacy policy on www.taste-institute.com.

Nullity of a provision

The nullity, invalidity or unenforceability of one or several provisions of these Terms of Use shall not result in the nullity, invalidity or unenforceability of the Terms of Use as a whole. The provision which is entirely or partially null, invalid or unenforceable shall be deemed unwritten, while all other provisions shall remain fully applicable. The provision declared invalid shall then be replaced by another provision with the same effect.

Waiver of rights

Any failure or delay in exercising a right resulting from these Terms of Use shall not be construed as a waiver thereof. Any failure to exercise a right or only partially exercising a right does not preclude that right or any other right resulting from the Terms of Use from being exercised later.

Applicable law and Jurisdiction

These Terms of Use are governed by Belgian law and all matters in connection therewith shall be subject to the sole jurisdiction of the French speaking Courts of Brussels, Belgium.