

## **Important information**

**Repos Production and Sombreros Production process personal data** in the context of the use of their sites and applications ("the Site" or "the Sites") in accordance with the regulations in force and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"). You are invited to consult our [Privacy Policy available here](#) and our [Cookie Policy available here](#).

## **GENERAL CONDITIONS OF USE**

**The use of the Sites is subject to the following conditions. By using the Site(s), the user ("the User") accepts, expressly and without limitation, these conditions, to the exclusion of any other conditions.**

### **I. RESPONSIBLE COMPANIES**

The Sites are the property of the **private limited liability company Repos Production**, whose registered office is located at Rue des Comédiens, 22, 1000 Brussels, and registered with the Crossroads Bank for Enterprises under number 0863.606.935 ("Repos Production") and the **private limited liability company Sombreros Production** whose registered office is located at Rue des Comédiens, 22, 1000 Brussels, and registered with the Crossroads Bank for Enterprises under number 0535.709.224 ("Sombreros Production") ("the Companies"). The Director of Publication is Mr Thomas PROVOOST.

The Sites are hosted by the French simplified joint stock company CTS COMPUTERS AND TELECOMMUNICATIONS SYSTEMS – MAGIC ONLINE, whose registered office is located at F-93100 Montreuil (France), avenue du Président Wilson, 130/134, R.C.S. Bobigny 378 499 073.

### **II. CONTACT**

For any request relating to the use of the Sites, the User may contact Repos Production:

- **by mail** to the following address: Repos Production - Rue des Comédiens, 22 - 1000 Brussels
- **by e-mail** to the following address: [info@rprod.com](mailto:info@rprod.com)

### **III. PROPERTY RIGHTS, PARTICULARLY INTELLECTUAL PROPERTY RIGHTS**

Both the domain names/names of the Sites and the form, content and functionalities of the Sites such as texts, trees, interfaces, logotypes, software, animations, photographs, music, videos, databases, source codes, trademarks, extracts, interviews, designs, infographics, layouts, fonts, typographies, game rules, games and game elements, illustrations, patterns, designs, drawings, diagrams, graphic representations, logos, creations, the general impression of the Site(s) or others ("the Elements") are and remain the exclusive property of the Companies. The Elements, whether visual or sound, including the underlying technology, are protected by copyright, trademarks or patents and more generally by the intellectual property rights of the Companies.

The brands and logos appearing on the Sites are registered trademarks. Their mention does not in any way grant a license or right to use the said trademarks, which may not therefore be used without the prior written consent of the Companies, under penalty of infringement.

The use of the Elements may not be used for any purpose other than that required for navigation in accordance with these Sites.

Any other use of the Elements is strictly prohibited without the prior written consent of the Companies, which consent may be revoked at any time. In particular, the User is not authorized to:

- download, modify, adapt, use, reproduce, translate, broadcast, communicate to the public, decompile, disassemble, rent, borrow, sell, sell, distribute, market, make available all or part

- of the Elements, for any purpose and in any manner whatsoever, permanently or temporarily, including for non-profit purposes;
- create a hypertext link to the Site(s).

- **IV. LIABILITY OF THE COMPANIES**

The Companies, their managers, partners, agents and workers, have, for the accessibility and functionality of the Sites and for any other service offered and their consequences, only an obligation of means (*"obligation de moyen"*), what the User expressly accepts.

The Companies, their managers, partners, agents and workers may under no circumstances be held liable for any direct and/or indirect damage encountered by the User due to or in connection with the use of the Sites and/or their content and consequences, as well as the Internet network (including defects, viruses and, in general, any damage to the User's equipment, service interruption, risks in terms of confidentiality of data transmitted via this network, etc.).

The Companies reserve the right, at any time and for any reason whatsoever, to temporarily or permanently modify or interrupt all or part of access to the Sites, without having to inform the User in advance. This will be the case, for example, in the event of maintenance of the Sites. The Companies shall not be liable for any direct or indirect damage related to any modification, suspension or interruption of access to the Sites, for any reason whatsoever.

The Companies make no warranties, express or implied, with respect to the information on the Sites. This information is provided for information purposes only. The Companies are not responsible for the accuracy, errors or omissions contained on the Sites. The Companies shall not be liable for any damages whatsoever, whether direct or indirect, resulting from information contained on the Sites, including damages resulting from the use, of any kind, of such information. The User is solely responsible for this.

The product catalogue and their description on the Site(s) do not constitute an offer and do not bind the Companies. The same applies, in general, to all the information contained on the Sites. The products are put on sale within the limits of available stocks and as long as they are visible on the Site(s). Any photographs of the products are as accurate as possible but cannot ensure perfect similarity with the proposed product, particularly with regard to colours.

Mobile sites or applications outside the Companies linked to the Sites are not under their control. The Companies accept no responsibility for their content. The User is solely responsible for their use. In particular, Companies may not be held liable for products and services marketed by a third party. The User is solely responsible for his or her use of third party sites or applications and their consequences.

If, despite the provisions of this notice, the conditions for the implementation of the contractual or extra-contractual liability of Repos Production and/or Sombreros Production were to be demonstrated for any proven damage or loss of any kind whatsoever in connection with the use of the Sites, the liability of Repos Production and/or Sombreros Production shall in no event exceed EUR 1,000.00, except in the event of fraud and, if the User is a consumer, in the event of gross negligence (*"faute lourde"*).

- **V. USER'S OBLIGATIONS**

The User is solely responsible for the proper functioning of his equipment and for the use he makes of the Sites.

The User undertakes not to use the Site(s) in violation of these legal notices and conditions of use.

The User must be at least thirteen years of age to communicate his or her personal data, unless such communication has been authorised by the holder of parental responsibility.

The User undertakes not to transmit on the Site(s) any information that could lead to civil or criminal liability and therefore undertakes not to disclose via the Site(s) any information that is illegal, contrary to public policy or defamatory.

The User undertakes not to use the Site(s) for the purpose of damaging it, interfering with the Site(s) (for example, by attempting to access Users' personal data), compromising its security and/or integrity, modifying it, making it unavailable or less effective.

The User undertakes to indemnify (including attorneys' fees, costs and expenses) the Companies and/or a third party if the User's liability were to be incurred as a result of a breach by the User of its obligations and/or the rights of the Companies and/or third parties. He undertakes to intervene, exonerate the Companies and/or a third party if the latter's liability is sought or incurred as a result of such a breach.

- **VI. E-MAIL**

For any comments on the functioning of the Sites, you may send an e-mail to the following address: [info@rprod.com](mailto:info@rprod.com)

Messages you send to us via the Internet may be intercepted on the network. Until they reach us, their confidentiality cannot be guaranteed.

- **VII. UPDATES - MODIFICATIONS**

The Companies expressly reserve the right to modify/include/delete, at any time and without notice, any content and/or functionality of the Sites, what the User expressly accepts.

The Companies may also modify these Legal Notice and conditions of use by notice. If the User uses the Site(s) after such a notification, he/she expressly accepts, without limitation, the modified conditions of use and legal notice.

- **VIII. NULLITY**

Provisions which violate a legal or regulatory provision of public policy or mandatory nature shall be deemed unwritten, without such invalidity affecting the validity of the contract as a whole, unless the provision in question is decisive for the contract itself.

Each party shall endeavour to negotiate immediately and in good faith a valid provision of equivalent economic effect or, at the very least, as close as possible to the effect of the cancelled provision.

- **IX. APPLICABLE LAW – COMPETENT COURTS**

The Sites, including their use, are subject to Belgian law. In the event of a dispute, an amicable solution will be sought before any legal action is taken. In the absence of an amicable settlement, the courts of the judicial district of Brussels shall have sole jurisdiction.