

## **I General Terms of Use**

### **1. Welcome to BeerNDX!**

These terms of use apply from September 1, 2019 to any use of the BeerNDX.com website (both via your computer and via mobile equipment or any other software application), to all services offered by BeerNDX and to all agreements that consider BeerNDX for the use of the Website and the services.

### **2. Protecting your privacy**

Our privacy statement explains how we handle your personal information and how we protect your privacy when you use our website.

### **3. Minors**

BeerNDX's services are not accessible to underage users. Users must be at least have the age required to purchase alcohol.

### **4. Misuse of the Website and its consequences**

For your safety and to prevent abuse, email addresses are protected by BeerNDX. Your response to an advertisement and any follow-up messages between buyer and advertiser are sent via BeerNDX's servers.

If there is reason to do so, BeerNDX can, within the limits of the law, pass on the personal data of those involved to competent authorities.

### **5. We make no guarantees**

We cannot guarantee that our services will always meet your expectations. We also cannot guarantee that the website will function flawlessly and / or that continuous and / or safe access to the Website or parts thereof can be obtained.

All information and numbers on the website are subject to spelling or typing errors.

### **6. Limitation of liability of BeerNDX**

To the extent permitted by law, we exclude liability for any damage suffered by a user by

- (i) the use of BeerNDX's services;
- (ii) the unavailability or safe availability of the website or parts thereof;
- (iii) incorrect information on the Website;

### **7. Changes to the services and the Website**

BeerNDX may change the Website or parts thereof at any time. We can also change or terminate our services at any time. We will aim to provide reasonable notice of such change or termination before it is implemented.

### **8. Websites and Services of Third Parties**

The Website contains references to the websites of third parties (for example by means of a hyperlink or banner). BeerNDX has no control or influence whatsoever on the content of these websites. The (privacy) rules of that website apply to these websites. If you have any questions about these rules from third party websites, please refer to their respective websites. This also applies to the use of the services of external service providers, such as payment services of third parties. The use of these services will then fall under the (privacy) rules of the relevant service provider.

## **9. Complaints procedure**

Complaints about the services of BeerNDX can be submitted by sending an email to [info@beerndx.com](mailto:info@beerndx.com) or by calling 030-2270005. We aim to contact you within 7 working days.

## **10. Information BeerNDX**

BeerNDX V.O.F. is located at Gastelseweg 142, 4705 RB in Roosendaal.

BeerNDX has telephone number 030-227 0005 and is registered with the Chamber of Commerce under number 74226592.

## **II Rules for Placing Ads**

### **1. BeerNDX is an advertising platform**

- a. BeerNDX is a platform where an advertiser can place advertisements and a user can view these advertisements.
- b. BeerNDX is not a party in the agreement that is concluded between an advertiser and a user.

### **2. General rules for placing a listing on BeerNDX**

Listing content that is not allowed:

- a. The title and text of the listing must not be misleading, inaccurate or incorrect. .
- b. In any case, a listing may not contain discriminatory, pornographic, insulting or threatening or provocative content.
- c. A listing should not be aimed at sales to minors.

### **3. Findability of the listing on BeerNDX**

- a. Listings created in the BeerNDX application are also displayed online on the website.
- b. Information from the advertiser, the company profile, will be displayed.
- c. Listings will remain visible for up to 60 days after posting, unless previously removed by the person who posted the listing.