



## Terms of use

### 1. Scope of application

The access, use, consultation or any other operation on the site [www.wabu.eu](http://www.wabu.eu) (hereinafter called "the Site") as well as all documents, information and services are submitted to the conditions listed below (hereinafter called "the Charter") and to the applicable laws.

The company *Wabu Production sprl* (hereinafter "*Wabu Production*") is free to make at any time any modification, alteration or addition to the Charter that will be applicable immediately. The users will see to it that they have taken cognisance of the last version of the Charter.

The Charter is accessible at any time on the site. The users are at liberty to take a copy thereof or to ask it to be sent by post to their address.

When acceding and surfing on this site, the user accepts, without limitation, the terms of the Charter. If he/she does not adhere to them, he/she will be kindly requested to go off-line.

This Charter constitutes and expresses the entire agreement between the user and *Wabu Production* within the framework of their use of the Site. Any other verbal or written agreement having existed previously between the parties is superseded by the terms of this Charter.

### 2. General

The Site, its content and addresses belong to *Wabu Production* of which the address is as follows:

*Wabu Production*

5, Place du Champ de Mars

B -1050, Brussels

Belgium

The site has a purely informational purpose and is accessible without guarantee of any kind.

The users use the Site and the linked sites under they own and sole responsibility.

In spite of all the care brought to the Site building, *Wabu Production* does not guarantee among others :

- the absence of error in the functionalities proposed by the Site;
- the absence of interruption in the operation of the Site;
- the immediate correction of any defects;
- the absence of virus or any other prejudicial element;
- the absence of error in the information provided on the Site.

*Wabu Production* accepts no responsibility in case of prejudices caused among others by an interruption, defect, delay in the operations or transmissions, a computer virus, a network default or any other ground when utilising the Site or its content.

*Wabu Production* manages freely and independently the Site contents. It can henceforth especially without previous notification:

- suspend or cancel the access to the Site or to part thereof;
- modify the information available on the Site;
- modify the presentation of the Site, its structure, and its subsites.

### 3. Protection of the privacy

The users agree and are aware of the fact that Internet is not a fully secured means of information and that consequently no full guarantee as to the protection of their privacy can be given.

The sending by the user of his/her personal data is always at his/her own risks.

*Wabu Production* dedicates however all the required attention to the compliance with the law of 8 December 1992 on the protection of privacy with respect to the treatment of personal data, as amended by the law of 11 December 1998 transposing European guideline 95/46/EC of 24 October 1995, made mandatory by Royal decree of 13 February 2001.

Only the personal data communicated by the users of their own free will in the heading “contact” or “candidacies artists” are recorded and stored in *Wabu Production*’s files and can be used for the promotion of its services, updates of the site and to keep the users informed of *Wabu Production* activities if they ask so.

No personal data given through the heading “contact” will be communicated to third people without the user’s agreement.

No data will be recorded without the users’ knowledge, nor meant for transmittal to third people, or used for commercial purposes or to sketch a statistical profile of the users.

The users are at any time at liberty to have access to their personal data in *Wabu Production*’s files, to have them rectified or withdrawn.

### 4. Transmittal of documents

The users transmitting to *Wabu Production* photographs, audio or sound files or any other document authorise *Wabu Production* by such transfer to use freely the content thereof in all possible ways and to communicate them on the Site or to third people, without any remuneration or any other consideration being due.

They commit to hold *Wabu Production* harmless against any prejudice that would result from the use of such documents.

### 5. Respect of the Site and Internet network

The user of the site agrees not to commit or omit acts that would have as object or effect either directly or indirectly:

- to disturb or interrupt the networks connected to the Site or third people’s servers;
- not to comply with any regulations and procedures of the Internet network;
- to hinder the use of the Site;
- to copy, modify, interfere with the site, its use or its content;
- to use the Site for illegal purposes forbidden by the terms of this Charter or harming *Wabu Production*’s rights or the rights of artists referenced therein, or to encourage such acts.

No part of the Site or of its contents may, without such list being exhaustive, be copied, reproduced, published, downloaded, circulated, used in an advertising, translated, transmitted or distributed in any other way or to another computer, server, website, or through any other means of communication, publication or distribution, without *Wabu Production* prior explicit agreement in writing.

The user commits not to make use of “deep-link”, “page-scrape”, “robot”, “spider” or any other means, program, method, algorithm that might interfere with the proper operation of the Site, nor to copy, accede, obtain any information, file or document in any way whatsoever, that would not have been made voluntarily accessible on the Site.

The user will not interfere with the use of the Site by third people by trying for instance [to get access to the personal data, passwords, or] to track any information on third people having had access to the Site.

The user will not test the Site capacity or its vulnerability and will refrain from any act that might undermine its security or integrity. He commits also not to perform any act having as effect to impose an overrun of the bandwidth.

## 6. Intellectual property

The Site, its content and any material and elements of the Site such as texts, songs, diagrams, interfaces, layout, photographs, logos, fonts, interviews, trademarks, music, source code, programming, sound and visual excerpts, including the design, structure, expression, general impression of the Site (hereinafter “the Content”), are and remain *Wabu Production’s* exclusive property. The elements are especially protected by the law on copyrights and neighbouring rights of 30 June 1994, the law of 30 June 1994 transposing in Belgian law the European guideline of 14 May 1991 relating to the legal protection of computer programmes, as well as all current international texts.

By using or acceding to the Site, the user does not acquire any right whatsoever thereupon. Pursuant to the aforementioned texts, it is especially strictly forbidden, without *Wabu Production* prior authorisation in writing, to reproduce all or part thereof, either permanently or temporarily, on any graphic or digital support, to download, modify, adapt, use, translate, transmit, store, communicate to the public, the content of the site, for any purposes and in any ways, even for no consideration.

The users may however download the information accessible to them on such site, at the following conditions:

- they do not remove the mention relating to the copyright owner;
- they only use such information for a strictly private and not commercial use;
- they do not place such information in a computer on network or in another media accessible to the public;
- they do not modify the documents and information found therein.

## 7. Cookies

The Site uses cookies, files stored on the user’s computer and sent through the Site to the user’s browser in order to identify the users.

## 8. Hyperlinks

The permission to operate hyperlinks to the Site should be obtained from *Wabu Production* previously in writing.

Obtaining such authorisation does not carry along in any way a right of licence on the content of the site, nor any responsibility of *Wabu Production* as to the site managing the link.

No authorisation is granted or maintained if the applicant does not at least commit to the following:

- not to copy, reproduce, communicate or distribute to the public whatever information contained on the Site;
- not to ruin the reputation of the Site, of the artists mentioned therein and of the information found therein;
- not to create the impression in any way that both Sites are linked;
- to create the link only on the home page of the Site;
- to inform *Wabu Production* within a reasonable time period, of any petition or request relating to the hyperlink, including the decision to remove it;
- to undertake full responsibility in case of damage or loss caused to the Site, directly or

indirectly linked to it;

- to guarantee the use of an hyperlink to the Site is not illegal pursuant to the applicable laws;
- not to create an hyperlink from a site containing information likely to form the object of a claim for slander, defamation, counterfeiting or for any other breach to third parties' rights and interests, or from a site not meeting the standards of public decency and good taste;
- to indemnify *Wabu Production* in case of third party's complaint resulting from the non-compliance of these terms and conditions or from the access via the hyperlink to the Site;
- to comply with the other conditions fixed by *Wabu Production*.]

*Wabu Production's* decisions with this respect are discretionary and final and they do not entitle to any indemnity or other form of compensation to the benefit of the concerned users.

#### 9. Linked sites

The Site may contain links to other websites belonging to third people ("linked sites"). These linked sites are made available to the users for their convenience and are not under *Wabu Production* control. Henceforth the latter declines any responsibility as to their content and the information contained therein. The users accede to it of their own free will and under their own responsibility.

#### 10. Limit of responsibility

If in spite of the provisions of this Charter, *Wabu Production* should be held responsible for any damage or loss derived from the utilisation of the Site or of its content, *Wabu Production's* responsibility may in no case exceed € 1,000.

The user commits to hold *Wabu Production*, its employees, eligible party, agents, affiliates, subcontractors and partners harmless in case of action, loss, complaint or indemnification (including lawyer's fees) initiated against them by any third person, in relationship with or as a consequence of his/her use of the Site.

#### 11. Infringement on the utilisation Charter

*Wabu Production* may communicate any information relating to the users (including their identity) if this turns out to be necessary in case of complaint or investigations relating to their use of the Site in contradiction with this Charter or with the applicable legislation.

To this end they may keep all transmittal forms, data and information a user would have communicated through the Site.

This will also be the case in order to may identify, contact or file proceedings vis-à-vis anybody causing damage or interfering with the Site and the rights of *Wabu Production*, the artists or others users of the Site.

*Wabu Production* reserves hence the right to disclose at any time any information deemed necessary consistent with the applicable law, a judgement or a request of the public authorities, including the exchange of information among companies with the purpose of fraud prevention.

*Wabu Production* may freely, without prior notification, terminate the access to the Site of any users in case of technical problem or fitting up of the Site.

Any violation of the Charter will be considered as an act of unfair competition and a contractual shortcoming calling for monetary compensation or other, as *Wabu Production* will find most appropriate.

In case *Wabu Production* would have to initiate legal proceedings as a consequence of the infringement of the terms of the Charter by a user, the latter will be held to reimburse all costs *Wabu Production* will have had to incur on this occasion, including the lawyer's fees, costs and expenses, in addition to the indemnification due to *Wabu Production*.

## 12. Nullity of a clause

If a court would consider one or several causes of this Charter as null and void, only a minimum will be considered as null and replaced by valid provisions meeting at best the objective of this Charter.

## 13. Applicable legislation and litigation

The provisions of the Charter are entirely governed by the Belgian law, the same as all the relationships between *Wabu Production* and the users of the Site relating to the use thereof.

In case of litigation only the courts of the judicial district of Brussels, resolving in French, are competent.

The information contained in this Site is likely to be modified without prior notice.

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*Wabu Production*

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