

# Terms of Use Max's Mints

## 1. Applicability

These terms of use ('Terms of Use') apply to the access to and use of the website [www.maxsmints.com](http://www.maxsmints.com) ('website') by the visitor, offered by Max's Mints. Max's Mints is a trade name of Concorp B.V. in Waddinxveen, Netherlands ('Concorp').

## 2. Changes

Max's Mints may change the Terms of Use at any time at its own discretion without prior notice (i.e., modify, supplement, and/or delete). The amended Terms of Use will take effect immediately after posting the change.

## 3. Privacy Policy

The Privacy Policy of Max's Mints applies to the Terms of Use if personal data is collected, stored, provided via the website, and/or otherwise processed.

## 4. Disclaimers

4.1. The website does not contain an offer or advice from Max's Mints, unless explicitly stated otherwise. Max's Mints does not guarantee that the information on the website is suitable for the purpose for which the visitor consults the information.

4.2. The products displayed on the website may not be available in every country.

4.3. Max's Mints may restrict, refuse, or terminate access to and use of its website at any time at its own discretion without any liability to the visitor or any third party.

4.4. All information and underlying data (including but not limited to text, images, links, and other materials) on the website are available as they are and as they are wholly or partially available. Max's Mints and its affiliated companies – acting in their own name and for their own account and risk, as well as on behalf of, for the benefit of, and at the risk of their affiliated licensors, licensees, and suppliers (hereinafter referred to as 'Partners') – expressly exclude all confirmations or warranties of any kind, explicit or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement of any third party intellectual property right, the operation and use of this website, to the extent permitted by Dutch law or the law of another country that the competent court in a dispute with Max's Mints, possibly the affiliated companies and possibly also with its Partners, has declared applicable to the exclusion of Dutch law.

4.5. Max's Mints, its affiliated companies, and its Partners strive to keep the content of this website accurate and, where necessary, complete. Despite the care and attention of Max's Mints, it may happen that a certain part is not (entirely) accurate and/or, where necessary, complete and precise, and Max's Mints accepts no liability in this regard towards the visitor or any third party.

4.6. Max's Mints, its affiliated companies, and its Partners exclude any liability for (I) the inability to use (parts of) the website, for (II) the incorrect, untimely, and/or interrupted use of the website towards the visitor and any third party, including due to the failure of the internet, the network, and/or hosting services, as well as (III) any result obtained by the visitor or third parties via or in connection with the website. Max's Mints and its affiliated companies strive to resolve any disruptions and limitations as quickly as possible and to minimize any inconvenience to visitors and third parties, without accepting any liability for this, towards the visitor and third parties.

4.7. Max's Mints, its affiliated companies, and its Partners are not liable for (the existing and/or (possibly) future) harmful consequences of (I) any attempt to gain access to and/or use this website by the visitor, the untimely delivery of electronic messages, interception and/or manipulation of electronic messages (e.g., by third parties, viruses, or other damaging or obstructive software and/or files), (II) information and underlying data from visitors and/or third parties, not being the affiliated companies of Max's Mints, on the website, (III) any viruses or other harmful elements that are or may be present in electronic communication via the website, as well as (IV) downloading or otherwise obtaining material through or via the use of the website, neither towards the relevant visitor, nor towards other visitors or any third party.

4.8. The information from third parties posted on this website only reflects the personal opinion of the relevant third parties. Max's Mints is not responsible and/or liable for the content of this information.

4.9. The visitor of the website undertakes towards Max's Mints, its affiliated companies, and its Partners not to initiate or continue any processes that he knows or reasonably can and/or should suspect that these processes may wholly or partially prevent or restrict other visitors of the website or others attempting to access the website.

4.10. The relevant visitor of the website indemnifies Max's Mints, its affiliated companies, and its Partners against any claim from third parties against (one of) them, arising from the improper use of the website by this visitor and/or the attempt of this visitor to gain access to this website, or by the information and underlying data submitted by this visitor via the website.

## **5. Hyperlinks and Deep Links**

Max's Mints, its affiliated companies, and its Partners are not liable for the access to, use, and content of third-party websites that may refer to the Max's Mints website, neither towards the visitor nor towards third parties. The same applies to the possible collection, storage, processing, and/or forwarding of personal data of the visitor on these third-party websites by the latter third parties.

## **6. Information or Data Provided by the Visitor on the Max's Mints Website**

6.1. The visitor undertakes towards Max's Mints, its affiliated companies, and its Partners that the information and underlying data provided by him on or via the website (i) does not

constitute defamation or slander against (one of) them or any third party, (ii) may cause material damage to natural persons or companies, or may be burdensome or intimidating for them, (iii) may infringe the legal rights of third parties, be pornographic, indecent, or blasphemous, (iv) be objectionable on cultural or ethnic grounds, or (v) suggest or encourage illegal activity. Max's Mints has the right at any time at its own discretion to remove any information posted on its website in whole or in part, without this leading to any liability towards the relevant visitor or any third party. The visitor is responsible for the accuracy and completeness as well as the quality and validity of the content of the information and underlying data provided by him.

6.2. The visitor undertakes towards Max's Mints, as well as its affiliated companies and its Partners, to make all reasonable efforts to remove viruses or other destructive features before sending data to Max's Mints via the website. Max's Mints has the right at any time at its own discretion to destroy any data received via its website in whole or in part, without this leading to any liability towards the relevant visitor or any third party.

## **7. Intellectual Property Rights**

7.1. All intellectual property rights concerning the design, (the way of) use, structure, and content (i.e., the information and underlying data posted on the website) of the website and/or the software for managing and publishing the website, rest with Max's Mints, unless otherwise stated. Visitors have the right to consult the website and may make a copy of certain pages of the website for their own non-commercial use. Without prior written permission from Max's Mints, the visitor is not allowed to display parts of the website on a visitor's and/or third party's website, or to create links, hyperlinks, or deep links between (any part of) the Max's Mints website and any visitor's and/or third party's website.

7.2. The visitor guarantees that the information and underlying data - including but not limited to the content, structure, and storage method, submitted via the website - do not infringe any third party intellectual property right, any confidentiality obligation of the visitor, or any confidentiality obligation of a third party, if and to the extent that the visitor is aware of or reasonably should be aware of this.

7.3. The visitor grants Max's Mints and its affiliated companies a worldwide, irrevocable, royalty-free, non-exclusive, sublicensable, and transferable license to use, reproduce, create derivative works from, or otherwise edit, distribute, publicly perform, and display the information and underlying data submitted by him via the website in all possible media.

## **8. Limitation of Liability**

8.1. Max's Mints and its affiliated companies – acting in their own name and for their own account and risk, as well as on behalf of, for the benefit of, and at the risk of their Partners – exclude any liability towards any visitor and any third party for any existing and/or (possibly) future direct or indirect damage, consequential damage, penalties, special, incidental, or other damage of any visitor and/or any third party resulting from or

in connection with (the inability or limited ability to) access, (the inability or limited ability to) use (the accuracy and completeness, quality and validity concerning) the content (including the information and underlying data submitted via the website), structure, storage method of/on the website, even if Max's Mints and/or its affiliated companies have been informed of the possibility of such damage, unless such damage has arisen directly and exclusively due to an intentional error or gross negligence of the management of Max's Mints.

8.2. If a visitor or a third party who claims to have suffered and/or threatens to suffer damage as referred to in Articles 4.7 and 9.1 and resides or is established in (a state of) a country where one of the aforementioned exclusions or limitations of liability or exclusions of warranties or confirmations as referred to in Article 4.4 is not or not to this extent or in this way permitted, such exclusions and/or limitations – according to Dutch law or the law of another country that the competent court in a dispute with Max's Mints, possibly the affiliated companies and possibly also with its Partners, has declared applicable to the exclusion of Dutch law – will not apply to the extent that these are not considered applicable and/or valid by the court. In such a case, the exclusion or limitation will be limited to the highest degree of exclusion and/or limitation as permitted according to the legal system used by the court.

8.3. All software available or to be made available for download from or through the website is subject to the terms of the relevant license agreement concluded by Max's Mints with a third party, including but not limited to the nature and scope of the warranties and limitations and/or exclusions of liability mentioned therein; the aforementioned software is made available exclusively for end-users, and the visitor is not allowed to copy or distribute it.

8.4. The visitor must use the word and image marks as well as trade names placed on the website correctly when referring to the products with these marks and trade names, and their use is only possible after prior written permission from Max's Mints.

## **9. Suspension or Restriction of Access to the Website**

Max's Mints has the right at any time at its own discretion to suspend or restrict access to its website in whole or in part, without accepting any liability towards any natural person or company seeking access to the website, any visitor, and/or any third party.

## **10. Availability of Products Posted on the Website**

Max's Mints does not guarantee that all products posted on its website are available at any time in every country.

## **11. Future Expectations**

The information and underlying data may contain certain future expectations regarding the accuracy and completeness, precision, and quality of (the current and (possibly) future activities of) Max's Mints and its affiliated companies as well as regarding the products and/or services offered by it, in technical, rheological, financial, legal, and/or fiscal terms, as

well as in terms of taste experience of the products offered by Max's Mints. Unless explicitly stated otherwise in its general delivery and payment conditions, Max's Mints and its affiliated companies do not provide any guarantee regarding any future expectation as referred to in this article.

## **12. Applicable Law and Dispute Resolution**

12.1. The Terms of Use are exclusively subject to and will be interpreted according to Dutch law, without applying any Dutch legislation concerning conflicts of Dutch law with any other legal system.

12.2. Any disputes between Max's Mints and its affiliated companies with any visitor or any third party directly or indirectly related to access to and/or any use of the website will be settled exclusively by the court of Zeeland-West-Brabant, location Breda, Netherlands.

12.3. The provisions in Articles 12.1 and 12.2 as well as Article 13 also apply to the Privacy Policy of Max's Mints, unless explicitly stated otherwise therein.

## **13. Severability of Individual Articles of the Terms of Use**

If any article of the Terms of Use is not or not fully in accordance with the legal system declared applicable by the court, the relevant part thereof will be deemed not to be part of it, and the remainder of the relevant article and the other articles will remain in full force. The invalid part of any article will be replaced by a provision that is as close as possible in scope and content to the invalid part and is considered legally valid by the court.

## **14. No Waiver of Rights**

If Max's Mints and its affiliated companies fail to exercise any right or remedy, this will not be interpreted as a waiver of that right or remedy concerning the existing or (possibly) future conduct of any visitor or any third party, towards any visitor or any third party.

## **15. Questions and Complaints**

Questions and complaints about this website can be sent to [maxsmints@concorp.nl](mailto:maxsmints@concorp.nl).