



TERMS AND CONDITIONS OF USE FOR THE WEBSITE

This version is valid as from 1 October 2013.

I. GENERAL TERMS AND CONDITIONS OF USE

1. Applicability

The website <http://www.stubbetobacco.com> (hereinafter referred to as the "Website") as well as all other subdomains shall be managed by the public limited company "TABAKSBEDRIJF STUBBE NV", (VAT BE 0431.207.164), hereinafter referred to as "STUBBE".

STUBBE makes the Website, including all the information, documents, announcements, files, texts and images contained therein, available via the Website for your use under the present terms and conditions, which STUBBE may alter and reissue from time to time (hereinafter referred to as "the Terms and Conditions of Use").

STUBBE reserves the right to alter the present Terms and Conditions of Use from time to time as well as any other regulations or rules that can be found on the Website. Every time you use the Website the most recent version of this agreement shall be valid. It is therefore advised

2. Your acceptance of the agreement

The Terms and Conditions of Use constitute an agreement between you and all the persons that you represent (for the purpose of this agreement "person" shall include both natural persons and any type of incorporated or unincorporated entity) and STUBBE.

Each time you use the Website in any way whatsoever this means that you and all the persons that you represent agree to this agreement and accept it without any restrictions or conditions, and that you are bound by its provisions. If you do not agree with this provision of the present agreement or if you are not authorised to accept this agreement or to agree to it, you are not allowed to use the Website.

By navigating the Website you confirm that you are at least 18 years old.

3. General

Neither this Website nor any part of the content of this Website may, without the prior written consent of STUBBE, be copied, duplicated, republished, uploaded, placed ("posted"), transferred, distributed or used for the production of derivative works.

The Website and all the information contained therein (texts, illustrations, video and audio material) as well as images, icons, software, design, applications, data and any other elements that are available on or via the Website shall remain property of STUBBE. The fact that you use the Website does not grant you right of ownership or any other rights with regard to the Website or its content.

4. Disclaimer

STUBBE does not guarantee that the information on the Website is correct, up-to-date or complete. The information on this Website may contain technical mistakes and typing errors. STUBBE does not accept any responsibility for keeping this Website up-to-date.

It is therefore advisable that you check the correctness and completeness of all the information on this Website before taking a decision with regard to any of the services, products or other items that are offered on the Website.

5. Liability

5.1. General

By using the Website you as a user understand and accept the following:

- STUBBE, including its management and its employees, can under no circumstances be held liable for the behaviour of other users and any possible damage that may result from that.
- The Website is offered on an “as is” and “as available” basis and the use of the Website is completely at your own risk
- You are solely responsible for any possible damage to your computer system or loss of data resulting from the use of the Website or the download of material. The use of the Website is completely at your own risk. You are solely responsible for acquiring, processing and maintaining all the computers, hardware and software, telephone services and other equipment and services that are needed in order to use the Website.

STUBBE shall under no circumstances be liable for consequential damage, loss of profits / earnings, goodwill, reputation damage, work stoppages, damage to programmes or any other data on the computer system, as well as for damage to equipment, software or other property of the user (even if STUBBE was informed that suchlike damage might occur), irrespective of the cause, whether in contract (including but not limited to fundamental breach), tort (including but not limited to negligence) or otherwise.

STUBBE shall not be responsible for any delays or non-fulfilment of its obligations under the present Terms and Conditions of Use if this delay or non-fulfilment is the result of a cause that is beyond STUBBE's reasonable control.

5.2. Use of the Website by Users

The Internet is not a safe medium and can be interrupted. Its safety and privacy may be intentionally or unintentionally violated. It is possible that the Website is made unavailable due to many different reasons beyond STUBBE's control. The Website may break down or be interrupted, unsafe or privately inaccessible. STUBBE makes reasonable efforts in order to protect its systems and Website against unauthorised and improper use. However, STUBBE cannot guarantee that third parties (including the users of the Website) will not use its systems and/or Website (including the data contained therein) in an illegal and/or improper way and shall therefore not accept any liability in this respect.

5.3. Hyperlinks

STUBBE may post a link (“hyperlink”) on its Website to another website, blog, portal or social network that you as a user might be interested in or it may also indirectly refer to websites or pages of third parties.

A suchlike link is purely informative. STUBBE shall therefore not be responsible for its content or the use that could be made of it. STUBBE hereby states that it does not have any say in the content or other characteristics of these websites. Via these links you leave the Website of STUBBE and visit external websites. It is possible that other terms and conditions of use or a different privacy policy apply there. Under no circumstances does STUBBE guarantee that these links function as they should.

If another website posts a link to this Website then this shall not mean that STUBBE approves of or recommends the products or services offered on that website. Furthermore, STUBBE does not give any assessment as to the correctness or reliability of the information that is made available on these other websites.

5.4. Indemnification

You shall indemnify STUBBE against all possible legal procedures that are commenced against STUBBE in case suchlike proceedings are started up as a result of the fact that the Website was used in violation of the Terms and Conditions of Use.

II. PRIVACY DISCLAIMER

6. Website procedures

As a user you do not need to submit any personal information in order to be able to make use of the Website. The Website only collects personal data that are specifically and voluntarily provided by you. Such information may consist of, but is not limited to, the name, the e-mail address, the phone number and the country.

Normally STUBBE does not ask the users of the Website to provide sensitive information (such as information about race, ethnic origin, religious views, criminal record, physical or mental health or sexual inclination). STUBBE shall, if necessary, ask for the users' explicit consent to collect and use such information.

7. Automatically collected information

7.1. Technical information

Like many other websites, this Website automatically collects certain anonymous information regarding its users, such as the Internet Protocol (IP) address of your computer, the IP address of the Internet service provider, the date and time of your visit to the website, the Internet address of the website on which the direct link to this Website was mentioned, the operating system used by you, the sections of the Website visited, the Website pages accessed and information viewed, and the materials posted to or downloaded from the Website. This technical information is used for Website and system administration purposes as well as to improve the Website. These technical data may be passed on to third parties and permanently saved for future use.

7.2. Cookies and web beacons

In order to ensure that the Website is well-managed and to facilitate the navigation within the site, STUBBE may use cookies (small text files that are stored in the browser of the user) or web beacons (electronic images that allow the website to count the number of users that visited a particular page and to access certain cookies) in order to collect aggregate data.

STUBBE may use these devices to track certain information on its systems and to divide the users into different categories on the basis of various criteria, such as IP address, domain, browser type and pages visited. This information shall be used to analyse the number of users in the different sections of the Website and to make sure that the Website serves as a useful and effective information source.

Neither STUBBE's cookies nor its web beacons collect any personal information, such as the name or the e-mail address of the user. Furthermore, most browsers offer the individual users the possibility to decline cookies. However, in certain cases, it may happen that users are denied access to certain parts of the Website if their browsers are set to decline cookies.

8. Information used

STUBBE may use non-personal information in order to generate general information reports regarding demographic data of the Website users and the use of the Website, and may pass on these reports to third parties. None of the tracking information in these reports is connected to the identities or other personal data of the individual users.

9. Changes to the privacy policy

STUBBE reserves the right to change, supplement or amend its privacy policy, for any reason whatsoever, by posting the reviewed privacy policy on its Website in a noticeable way. STUBBE cares about your privacy and is committed to processing your personal data in accordance with the Belgian law, its "general data

protection policy” and the highest standards with regard to fair information practices.

10. Why does STUBBE collect your personal data?

Your personal data are only collected and processed in order to supply you with the requested information or to provide the requested services via the Website online. Your personal data shall only be processed in order to fulfil the intended purpose.

STUBBE regards your personal data as confidential information. It shall therefore never pass on your data to third parties, nor shall they be used for direct marketing, except if you gave STUBBE your prior consent. Once you have given STUBBE your consent, you are free to change your mind at any time. The law stipulates that you, upon request and free of charge, have a right to object to the use of your personal data for direct marketing purposes. All you need to do is mention this to STUBBE, whose contact data you can find below.

11. Who is responsible for processing your personal data?

The entity responsible for processing all personal data that are collected via the Website is STUBBE. The latter is also responsible for answering any questions related to the protection of your privacy. You can direct all your questions directly to STUBBE, whose contact data you can find below.

12. Access to your personal data

You can ask STUBBE free of charge to gain access to your personal data or to adjust or delete them. All you need to do is contact STUBBE, whose contact data you can find below. STUBBE will then commit itself to follow up on your question as soon as possible.

13. General information

The policy for the protection of your personal data is fully in accordance with the laws applicable in Belgium and the European Union:

- The Belgian law of 8 December 1992, the so-called “privacy law” (as last amended by the law of 11 December 1998)
- The European Directive No 95/46/EC of 24 October 1995 on privacy protection

We shall not be responsible for the privacy policies of the websites that are hyperlinked on our Website.

The present privacy policy shall be solely governed by and needs to be interpreted in accordance with the Belgian law. In case of disputes the courts of Ypres shall have exclusive jurisdiction.

III. FINAL PROVISIONS

14. Severability

If a provision of these Terms and Conditions of Use becomes illegal, invalid or unenforceable for any reason whatsoever, this provision shall be considered severable from the remainder of the present agreement and shall in no way affect the validity and the enforceability of the other provisions. STUBBE and the User shall negotiate in good faith in order to replace the invalid, illegal, unenforceable or ineffective provision with a legally valid and enforceable provision that resembles the original balance between the rights and obligations of the parties as closely as possible.

15. Renunciation

STUBBE shall be considered to have abandoned or renounced any rights or legal claims with regard to these Terms and Conditions of Use if STUBBE has explicitly confirmed a suchlike abandonment or renunciation in writing. If STUBBE abandons or renounces a right or a legal claim with regard to the present agreement this abandonment or renunciation shall not affect the other rights or legal claims that STUBBE has under the law or under the present agreement.

16. Deviations

Terms and conditions that deviate from the present Terms and Conditions of Use shall only be valid in case and insofar as they have been confirmed by STUBBE in writing. In case STUBBE agreed to the validity of any deviating terms and conditions in writing, the current Terms and Conditions of Use shall otherwise remain in force, even if this is not explicitly stated.

17. Applicable law – Dispute resolution

The present Terms and Conditions of Use shall be solely governed by and need to be interpreted in accordance with the Belgian law. In case of disputes the courts of Ypres shall have exclusive jurisdiction.

18. Contact data

Via e-mail to: info@stubbetobacco.com

Via regular mail at the following address: BE-8980 Zonnebeke, Plasstraat 6