

TERM OF USE

These terms of use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you) and Huub Ragas (“company”, “we”, “us” or “our” concerning your access to and use of the website <http://www.huubragas.com> as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively the “site”. You agree that by accessing the site, you have read, understood and agreed to be bound by all these Terms of Use. If you do not agree with the terms of use, you are expressly prohibited from using the site and you must discontinue use immediately.

Supplemental terms and conditions of documents that may be posted on the site from time to time are hereby expressly incorporated herein by reference. We reserve the right to make changes or modifications to these Terms at any time and for any reason. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent that local laws are applicable.

The site is not tailored to comply with industry -specific regulations.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by , their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

Intellectual property rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionally, software, website design, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained herein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the US, international copyright laws and international conventions. The Content and the Marks are provided on the Site “as is” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written Permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

The copyright of any purchased painting or similar artwork stays with the artist, unless purchaser and artist have agreed otherwise in advance.

User representations

By using the Site, you represent and warrant that:

- You have the legal capacity and you agree to comply with these Terms of Use
- You are not a minor in the jurisdiction in which you reside or if a minor, you have received parental permission to use the Site
- You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise
- You will not use the Site for any illegal or unauthorized purpose and
- Your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, not current, or incomplete, we have the right refuse any and all current or future use of the Site (or any portion thereof).

Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by our inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These conditions are governed by and interpreted following the laws of the Netherlands, and the use of the United Nations Convention of Contracts for the international Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. Huub Ragas and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Noord Brabant, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in the Netherlands, or in the EU country in which you reside.

DISPUTE RESOLUTION

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms of Use (each a "dispute" and collectively, the "disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Tilburg, Netherlands. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of the Netherlands.

RESTRICTIONS

Exceptions to Informal Negotiations and Arbitration

The parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of any of the intellectual property right of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute failing within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

