

## Terms and Conditions ClickMyBrain

Welcome to the website of ClickMyBrain. This website is operated by ClickMyBrain. The Terms and Conditions written on this webpage outline the rules and regulations for the use of our website, accessible at [www.clickmybrain.com](http://www.clickmybrain.com), and apply to all users of this website. Please read the Terms and Conditions carefully.

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### **Introduction**

This website, [www.clickmybrain.com](http://www.clickmybrain.com), (hereinafter to be referred to as “website”) is owned by ClickMyBrain having its registered office at De Eilanden 28, 2662 AN Bergschenhoek, the Netherlands. In the Terms and Conditions of the ClickMyBrain website, the terms “we”, “us” and “our” refers to ClickMyBrain and the terms “user”, “you” and “your” refers to the user of this website.

### **Acceptance of Terms and Conditions**

By accessing the website and the materials and information contained therein, you acknowledge that you have read, understand, accept and agree to be legally bound by the Terms and Conditions that follow. Do not continue to use our website if you do not accept all of the Terms and Conditions.

In case of violation of the Terms and Conditions, ClickMyBrain reserves the right to immediately and without any notice block the users’ access to the website and/or take any action or to make any claims considered necessary or appropriate to obtain compensation.

### **General conditions**

We reserve the right to modify the contents of this website and/or the materials available on this website at any time at its sole discretion without notice to the user.

The headings used in on this page are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

### **Modifications in Terms and Conditions**

You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility as a user to check this page periodically for changes. Your continued use of our website following the posting of any changes constitutes acceptance of those changes.

### **Intellectual property rights**

The intellectual property rights, including the copyrights, the material contained on this website and any ClickMyBrain trademarks and brands included in that material belong to ClickMyBrain. Unless otherwise stated, ClickMyBrain owns the intellectual property rights for all material on the website. All intellectual property rights are reserved.

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### **Restrictions on use of materials**

You are specifically restricted from all of the following:

- Publishing any website material in any other media;
- Selling, sublicensing and/or otherwise commercializing any website material;
- Publicly performing and/or showing any website material;
- Using this website in any way that is or may be damaging to this website;
- Using this website in any way that impacts user access to this website;
- Using this website contrary to applicable laws and regulations, or in any way may cause harm to the website, or any person or business entity;
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website;
- Using this website to engage in any advertising or marketing.

Certain areas of this website are restricted from being accessed by you and ClickMyBrain may further restrict access by you to any areas of this website, at any time, in absolute discretion. Any user ID and password you may have for this website are confidential and you must maintain confidentiality as well.

### **No warranties**

This website and all content on this website are provided “as is” and “as available” without any warranties or representations of any kind either express or implied. This website may include technical inaccuracies or typographical errors. In no event shall ClickMyBrain be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this website or with the delay or inability to use this website, or for any information, products and services obtained through this website, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise. We reserve the right to correct any errors, inaccuracies or omissions at any time without prior notice.

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

## **Indemnification**

You agree that you will not use the website for any unlawful purpose, or for any purpose prohibited by these Terms and Conditions. You agree to indemnify, defend, and hold harmless ClickMyBrain from and against any damages, liability, loss, claim and expense (including reasonable attorneys' and professionals' fees and litigation costs) related to (i) your violation of the law or these Terms and Conditions, and/or (ii) your posting or use of materials on the website.

## **Personal information and use of cookies**

To find more information about the personal data we collect and the cookies we use, please read our [Privacy Policy](#).

## **Links to third parties' websites**

This website may contain links or references to (parts of) other internet sites maintained by third parties. ClickMyBrain does not operate or control in any respect any information, products or services on such third party sites, neither the accessibility thereto. No warranty or representation, express or implied, is given as to the accuracy or completeness of that information. In no event will ClickMyBrain accept any liability with regard to the information contained in the relevant individual websites or any other hyperlinked or referred-to websites.

A link to another website is meant for convenience only and does not imply that ClickMyBrain endorses the website or any products or services that it describes. Your access to and use of any other websites linked to or from our website is at your own risk and responsibility.

Any third party that wishes to establish links to this website should notify ClickMyBrain of their intention prior to doing so. ClickMyBrain reserves the right to deny permission for any such links to this website. If, however, ClickMyBrain gives its permission for any such links, ClickMyBrain is not under any obligation to establish reciprocal links with the third party. The following organizations may link to our website without prior approval:

- Government agencies;
- Search engines;
- News organizations.

These organizations may link to our home page, to publications or to other website information so long as the link (i) is not in any way misleading, (ii) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and services, and (iii) fits within the context of the linking party's site.

No use of ClickMyBrain's logo or other artwork will be allowed for linking absent explicit written approval by ClickMyBrain.

## **User comments**

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data (hereinafter referred to as "Comment(s)") in areas of the website.

By posting a Comment, you agree that your Comment will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party. Furthermore, by posting a Comment, you thereby grant ClickMyBrain a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

ClickMyBrain does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of ClickMyBrain, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws, ClickMyBrain shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website. ClickMyBrain reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of the Terms and Conditions.

### **Limitation of liability**

ClickMyBrain shall not be held liable for any direct, indirect, consequential or special liability arising out of or in any way related to your use of this website. You hereby waive any and all such claims against ClickMyBrain.

### **Dispute resolution**

The Terms and Conditions and any separate agreements (the ClickMyBrain Privacy Policy) whereby we provide you are governed by and construed under the laws of the Netherlands, without regard to conflicts of law provisions. Any disputes arising from or in connection with these Terms and Conditions, including but not limited to disputes on their enforcement, shall exclusively be submitted to a competent court in The Netherlands.

### **Severability**

If any provision of these Terms is found to be invalid or unenforceable under any applicable law, that provision shall be deleted without affecting the remaining provisions herein.

### **Contact information**

If you have questions about the Terms and Conditions, please contact us via: [ralf@clickmybrain.com](mailto:ralf@clickmybrain.com).