

Article 1: Property and modification Website

The Website www.nhv.be (hereinafter “Website”) is managed by – and is property of the **Noordzee Helikopters Vlaanderen NV**, a Belgian limited liability company having its registered office at Kalkaertstraat 101, 8400 Oostende, registered in the Belgian Trade and Companies Register under number 0460.718.920 (hereinafter “NHV”).

In case of questions, complaints and/or remarks with regard to the Website, please refer to the NHV Administration team by calling the number: +32 (0) 59 306168, via e-mail on the following e-mail address: admin@nhv.be or via the Contact Form on the Website.

NHV reserves the right to modify the present General Terms & Conditions of Use (hereinafter “Terms”) at all times, without any prior warning, in order to comply with the (changing) legal obligations or to improve our service for you. Any modified version of these Terms shall be deemed to have been applicable as from the first date of publication on the Website. We advise you to regularly consult the Website.

Using the Website implies that the user thereof (including, but not limited to, the mere internet user, advertiser, customer etc.) agrees entirely and irrevocably with the conditions and guidelines for the use of the Website contained in the present Terms.

Article 2: Intellectual property rights

All components of the Website (including but not limited to the used software, source codes, layout, text, logos, photographs, drawings, images, sound, videos, databases, names, trademarks and domain names) are works protected by copyright and/or other intellectual property rights including trade marks and design rights.

All relevant property rights, including intellectual property rights (copyright, trademarks, database rights, design rights, etc.) belong to NHV or are

included on the Website with the authorization of the owner of the relevant rights.

NHV hereby grants you a, non-exclusive, royalty-free, revocable license to use the Website for your personal use in accordance with the present Terms. NHV reserves the right to amend, withdraw or terminate the Website at any time and for any reason. Upon such withdrawal or termination, the rights and licenses granted to you by means of the present Terms shall terminate and the user is obliged to cease all use of the Website.

No component of the Website itself, nor the data and information provided on the Website may be stored (other than required in order to visit the Website), or reproduced, modified, translated, rendered public, distributed, rented out, sold, transferred to others or in any way used without the prior written authorization of NHV.

Article 3: Liability

NHV is careful to provide information that is as accurate as possible but can not guarantee the complete accuracy, completeness or suitability of the information on the Website and can not be held liable for this. This applies to the information that has been posted on the Website by NHV as well as to the information from users or other parties. ‘Information’ shall mean everything that can be found on the Website, including text, images, sound, data, video, facts & figures etc.

NHV is not liable for any decision or action that would be taken by the user on the basis of information provided on the Website, nor is it responsible for any errors or mistakes of the user based on the information on the Website.

NHV is not liable for direct or indirect damages or any damages that could be caused by inaccuracy, incompleteness, inadequacy, forgetfulness or neglect in providing, composing, drawing, writing and interpreting the information on the Website.

NHV is not liable for any permanent or temporary damage or defaults of the computer equipment or data from the user during or after the use of the



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Website. In particular, NHV cannot be held liable for the possible transmission of viruses, trojans and such via the Website.

NHV is not liable for links to websites operated by others, or for the damage caused in the course of a visit to such websites. NHV has no control over such websites and cannot be held liable for the content displayed thereon.

For the realization of the Website, NHV is using, to the reasonably largest extent, the most modern available techniques. However, NHV can not be held responsible for the (temporary) failure or any malfunctioning or maintenance work on – or of – the Website.

Article 4: Privacy

Given the evolution of the privacy legislation, NHV reserves the right to change its Privacy Policy at any moment. Consequently, NHV advises the user to verify on a regular basis on the Website whether changes have been made to the Privacy Policy.

Article 5: Waiver

The lack of enforcement by NHV of any provision of the present Terms or not undertaking any action with respect to a user of the Website in the event of a possible breach of any provision, cannot be interpreted as a waiver of claim or right in respect of any provision in the context of a possible future infringement by a user.

Article 6: Severability

If any provision of the present Terms should be considered wholly or partly illegal, invalid or unenforceable under applicable law, that provision will no longer be part of these Terms. The legality, validity and binding nature of the other provisions of these Terms shall remain unaffected.

Article 7: Competent court and applicable law

The present Terms shall be governed by – and construed in accordance with – the Belgian legislation.

The competent courts for disputes regarding these Terms will be the courts of Ostend, unless otherwise imposed by mandatory statutory provisions.