

Terms of use

Meelunie's Online Customer Portal

June 1, 2023

Terms of use: Meelunie's Online Customer Portal

Preamble

These terms of use (these Terms) apply to the use of Meelunie 's online customer portal My Meelunie (the Portal), including the use of the information offered on or via the Portal. The use of the Portal is subject to these Terms.

If the user of the Portal (the User) does not accept these Terms – acceptance will take place by means of the acceptance button – the User will not have access to and must refrain from using the Portal.

These Terms must be read in conjunction with any other applicable terms and warnings governing the use of the Portal.

Meelunie may modify the Terms from time to time and such modifications will become effective immediately upon posting the modified Terms on the Portal. Any use of the Portal by the User after any such modified Terms have been posted will be deemed as an acceptance by the User of those modified Terms.

Terminology

In these Terms, the expression Meelunie is a reference to our company, subsidiary and/or affiliate (being part) thereof.

Accessing and using information on this Portal

To be able to access the information offered on the Portal, the User may need to use a specific user ID, email address or other login information, such as a password (Login Information). The User must and may not disclose its Login Information to any person or otherwise allow any person to access the Portal using its Login Information.

The User must not access or use the Portal for any purpose that is unlawful or prohibited by these Terms.

The User must take its own precautions to ensure that the process which it employs for accessing the Portal does not expose him to the risk of viruses, malicious computer codes or other forms of interference which may damage its own computer system. For the avoidance of doubt, Meelunie does not accept responsibility for any interference or damage to the User's computer system which arises in connection with its use of the Portal or any linked site.

Meelunie reserves the right to terminate the User's ability to access the Portal if the User breaches these Terms or such breach is reasonably assumed by Meelunie.

Warnings regarding information on the Portal

The information contained on the Portal is provided by Meelunie in good faith on an "as is" basis and all users, including the User, must verify the information before using it or any part thereof. Meelunie does not make any representation or warranty that the information contained on the Portal is reliable, accurate or complete or that the User's access to that information will be uninterrupted, timely or secure. Meelunie does not accept responsibility for any losses and/or damages suffered as a result of the use and/or the reliance by the User upon the accuracy or currency of information contained on the Portal.

The User always needs to make its own enquiries and seek advice before acting or relying on any information or material which is made available to the User pursuant to or via the Portal.

In case the User may find out or consider that information on the Portal is incorrect and/or incomplete, the User is under the obligation to immediately inform Meelunie thereof in writing, substantiating the relevant incorrectness and/or incompleteness.

The User acknowledges that Meelunie may be only a distributor, not a publisher, of content on the Portal and that Meelunie's editorial control is or may be limited. Where the information made available contains opinions or judgements of third parties, Meelunie does not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice.

Disclaimer

The Terms do, i.e., this disclaimer does not attempt or purport to exclude any liability to the extent such liability cannot be lawfully excluded.

Meelunie does not accept responsibility for any losses or damages, however caused (including through negligence), which any person, including the User, may directly or indirectly suffer in connection with or arising from its use of the Portal or any linked site or the User's use of or reliance on the information contained on or accessed through the Portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded. The User acknowledges that if and to the extent the Portal is hosted by a third party Meelunie is not responsible for the acts and/or omissions of any third party.

The User agrees that the limitations and exclusions set out in these Terms are reasonable having regard to the relevant circumstances and the use the User is permitted to make of the Portal.

Indemnity

The User indemnifies Meelunie as well as its partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand), which may be instituted against Meelunie and/or said partners, employees and agents arising out of a failure by the User or by any person using the User's Login

Information, whether or not the User has authorized that person to use the Login Information, to comply with these Terms.

Copyrights

Copyrights and/or any intellectual property rights in and/or regarding the Portal (including text, graphics, logos, icons, sound recordings and software) are owned by Meelunie and may be licensed to the User and/or third parties. Information procured from a third party may be the subject of intellectual property rights owned by that third party. Other than for the purposes of and subject to these Terms the User may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish, or create derivative works from any part of the Portal or from any information obtained from the Portal; or
- commercialize any information, products or services obtained from any part of the Portal,

without the upfront written permission of Meelunie or, in the case of third-party material, from the owner (of the intellectual property rights) thereof.

Trade Marks

The Portal includes trademarks owned by Meelunie (or our licensors) including, but not limited to the Meelunie trademark. The User will not, i.e., is not allowed to use any of our trademarks, in any kind of way:

- in connection with activities, products or services which are not Meelunie's;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages Meelunie or Meelunie's information or services (including the Portal).

The User will and may not authorize or assist any person to do any of the acts specified above.

Restricted Use/Confidentiality

Unless Meelunie agrees otherwise in writing, the User is provided with access to the Portal for its use only. Without limiting the foregoing, the User may not without Meelunie's upfront written permission sell or transfer any information obtained from the Portal to any third party. These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by the User of this obligation or which is required to be disclosed by law or a regulatory body.

Linked sites

The Portal may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. Meelunie is not responsible for the content or privacy practices associated with said linked sites.

The links in the Portal with or to linked sites should not be construed as an endorsement, approval, or recommendation by Meelunie of the owners or operators of those sites, or of any information, graphics, materials, products or services referred to or contained on those linked sites, unless and to the extent expressly stipulated otherwise.

Privacy Policy

If and insofar Meelunie will collect or be provided with personal data of (employees of) the User Meelunie undertakes to comply with the terms of its privacy policy which is accessible at <https://meelunie.com/privacy-policy/>.

Security of Information

The Portal offers or may offer the opportunity to the User to post or add any information regarding (the company, needs, preferences, etc. of) the User on or to the Portal.

Unfortunately, no data transmission over the Internet can be guaranteed as secure. Whilst Meelunie strives to protect such information as much as possible, Meelunie does not warrant and cannot ensure the security of any information which the User transmits or may transmit to us, whether in or via the Portal. Accordingly, any information which is transmitted to Meelunie by the User is transmitted at the User's own risk. The User therefore indemnifies Meelunie as well as its partners, employees, and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) related to or arising out of the situation that information transmitted by the User becomes or may become public, accessible and/or known to third parties.

Termination of Access

Access to the Portal may be terminated at any time by Meelunie without notice. These Terms will nevertheless survive any such termination.

Governing Law

These Terms are governed by the laws of the Netherlands. The User agrees to submit to the exclusive jurisdiction of the courts of the Netherlands, Court of Gelderland, location Arnhem.

Cookies

Meelunie may collect general information such as the pages the User accesses, the date and time of the User's visit, its IP addresses, and the domain name and country from which the User accesses this Portal. This includes the use of so-called "cookies". Most browsers can be configured so as not to accept cookies, however this may affect the functionality of the Portal. Please refer to our privacy policy for more information

<https://meelunie.com/privacy-policy>.

The provision above under 'Security of Information' is equally applicable to information gathered with regard or related to the User.

Conclusion

Meelunie accepts no liability and cannot therefore not be held liable for any failure to comply with these Terms where such failure is due to any circumstance beyond Meelunie's reasonable control.

If Meelunie may waive any rights available to Meelunie under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Terms are held to be invalid, unenforceable, or illegal for any reason, the remaining Terms shall nevertheless continue and/or be applicable in full force.