

HUB Portal – Terms and Conditions



Last updated: January 13, 2023

This Terms and Conditions of **Embion B.V.** (“Embion”, “we”, “us”, or “our”) describes our terms when you use our **HUB Portal**, located at <https://hub.embion.nl> (the “Portal”).

By accessing or using our website and services, you acknowledge that you have read, understood, and agreed to be bound by the following terms and conditions. These terms apply to all visitors, users, and others who access or use our services.

In case you don’t agree with these terms, you can’t use our portal. By accessing or using the portal, you represent someone with legal authority to accept these terms on behalf of yourself or any party you represent.

Interpretation and definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Terms and Conditions:

“**Company**” (referred to as either “The company”, “we”, “us” or “our” in this agreement) refers to Embion B.V. located at Biestraat 1B, 5126NH Gilze.

“**Portal**” refers to the HUB Portal accessible from <https://hub.embion.nl/>

“**Service**” refers to the portal

“**You**” means the individual accessing or using the service, or other legal entity on behalf of such individual is accessing or using the service, as applicable.

“**Device**” means any device that can access the service such as a computer, smartphone or tablet.

“**Terms and Conditions**” (also referred as “Terms”) mean these Terms and Conditions that from the entire agreement between you and the company regarding the use of the service.

Acknowledgment

These are the Terms and Conditions governing the use of this service and the agreement that operates between you and the company. These terms set out the rights and obligations of all users regarding the use of the portal.

By using our portal, you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them. In case you don't agree with any part of these terms you can't use our portal.

Your access to and use of the portal is also conditioned on your acceptance of and compliance with the Privacy Policy of the company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use our services and tells you about your privacy rights. Please read our Privacy Policy before using our service.

Links to other websites

Our services may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Termination

Embion B.V. reserves the right to terminate your access to our portal at any time and without notice, for any reason, including any violation of any of the terms and conditions of this Agreement. In the event of termination, you will no longer be authorized to access the portal or use any of the services provided on it. Embion B.V. will not be liable to you or any third-party for any termination of your access to hub.embion.nl.

By using our portal, you agree to the terms of termination outlined above and acknowledge that Embion B.V. has the right to terminate your access to the portal at any time and without notice.

Limitation of liability

Under no circumstances, including but not limited to negligence, shall Embion B.V. be liable for any direct, indirect, special, incidental, consequential damages. Including but not limited to loss of data, loss of profit or increase costs, arising out of the use, or the inability to use the functions on hub.embion.nl. Whether based on contract, tort, or otherwise, even if Embion B.V. has been advised of the possibility of such damages.

Embion B.V.'s total liability to you for any damages, losses, and causes of action, whether in contract, tort (including but not limited to negligence), or otherwise, shall not exceed the amount paid by you, if any, for accessing our portal.

By using our portal, you agree to the limitations of liability stated above and acknowledge that they form an essential basis of the bargain between you and Embion B.V.

"As is" and "As available" disclaimer

"As is"

The information and materials on our portal are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Embion B.V. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Embion B.V. does not warrant that the information and materials on our portal will be uninterrupted or error-free, or that defects will be corrected. Embion B.V. does not warrant or make any representations regarding the use or the results of the use of the information and materials on our portal in terms of their correctness, accuracy, reliability, or otherwise.

"As available"

The information and materials on hub.embion.nl are available on an "as available" basis. Embion B.V. makes no representations or warranties that the information and materials on our portal will be timely or error-free. Embion B.V. has no liability for any errors or omissions in the information and materials on our portal, whether provided by Embion B.V. or third parties. Your use of the information and materials on our portal is at your own risk, and you assume full responsibility and risk of loss resulting from your use thereof.

Governing Law

This Agreement and your use of our portal shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the courts located in Netherlands and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

By using our portal, you agree to the governing law outlined above and acknowledge that any disputes arising out of or in relation to this agreement or your use of our portal will be governed by the laws of the Netherlands and will be subject to the exclusive jurisdiction of the courts located in the Netherlands.

Dispute Resolution

This dispute resolution policy sets out the procedures for resolving any disputes that may arise between users of portal and the company.

Informal Resolution

Before initiating any formal dispute resolution procedures, the parties are encouraged to try and resolve the dispute informally by contacting the other party and attempting to reach a mutually acceptable agreement. The parties should first contact the customer support at hub.embion.nl, who will do its best to resolve the dispute as soon as possible.

Mediation

If the parties are unable to resolve the dispute informally, either party may request mediation. Mediation is a process where a neutral third-party mediator helps the parties to communicate and negotiate to reach a mutually acceptable resolution. Mediation will be conducted in accordance with the Mediation Rules of the Netherlands Institute of Arbitration (NIA).

Arbitration

If the parties are unable to resolve the dispute through mediation, either party may request arbitration. Arbitration is a process where a neutral third-party arbitrator makes a binding decision to resolve the dispute. The arbitration will be conducted in accordance with the Arbitration Rules of the Netherlands Institute of Arbitration (NIA).

Governing Law and Jurisdiction

This dispute resolution policy, and any disputes arising out of or related to it or the portal, will be governed by and construed in accordance with the laws of the Netherlands, without giving effect to any principles of conflicts of law.

This dispute resolution policy is a part of our portal terms and by using our portal, you agree to be bound by this policy.

For European Union users

If you are a European Union user, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

Severability and Waiver

Severability

If any provision of these terms of use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from these terms of use, and all other provisions shall remain in full force and effect.

Waiver

The failure of the Company to enforce any right or provision in these terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.

Changes to this Terms and Conditions

We may update our Terms and Conditions from time to time. We will notify you of any changes by posting the new Terms and Conditions on our services.

We will let you know via notifications on our services, prior to the change becoming effective and update the "Last updated" date at the top of this Terms and Conditions.

You are advised to review this Terms and Conditions periodically for any changes. Changes to this Terms and Conditions are effective when they are posted on this page.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Contact us

If you have any questions about this Terms and Conditions, you can contact us:

By email: info@embion.nl

