

## Terms of use

Welcome to the mar-ta.be website, by accessing and or visiting, crawling or scrapping it you agree to be bound by these terms of use. These terms of use govern your use of the Mar-ta website, the contents of the Mar-ta website and any contact form or service.

If you do not agree, do not use the website.

### Introduction

MAR-TA is a commercial name whose owner is Sobiecki Fabrice with company number BE 0704.424.391., whose address is Strandlaan 377 8670 Sint-Idesbald , welcomes you to the website www.mar-ta.be , including any mobile versions thereof or related mobile applications ( mar-ta website ).

Access to and use of the mar-ta website is free, without prejudice to Mar-ta's ability to provide services or make available certain content subject to payment, and requires acceptance by the user of these Terms of Use, as well as of the content and services Mar-ta makes available to the user on the Mar-ta website. Respectively the Terms and Conditions, Content, Services.

Certain contents and services of the Mar-ta website may be governed by Special Terms or, in the case of promotional games or contests, by their own legal basis for participation, which, in case of contradiction, take precedence over the Terms. Thus, we refer to them as Special Terms and Conditions. When purchasing a lovingly made product from Mar-ta, you are bound by Mar-ta's Terms of Sale

## When using our Mar-ta website

By using the Mar-ta website, you undertake not to perform any act that is contrary to the law, could violate the terms and conditions, special/apart conditions or conditions of sale, could damage the image or image, the interests and rights, the reputation of Mar-ta or third parties, or could damage, disable or overload the Mar-ta website or impede or modify the normal use of the Mar-ta website in any form whatsoever. It is requested that the user expressly comply with the legally allowed, not to destroy, modify, disable or damage the data, programs, electronic documents or other elements of the Mar-ta website, not to install programs, viruses or logical devices that could cause any kind of modification in the computer systems of the Mar-ta website.

Mar-ta makes every effort to keep the site secure. However, we cannot provide absolute security against infection by viruses, malicious software, Trojan horses, worms, phishing, or any other malicious or harmful intentions. So we do what we can, but we do not give absolute security.

Any artificial intelligence, called AI, robots or any other non-human machines that might use or abuse the mar-ta site, mar-ta and its owner Sobiecki Fabrice are exempt from any liability. This also applies to any slowing down, disruption or blocking of the site or the Internet.

For the reasons mentioned above, mar-ta reserves the right to interrupt, take offline, repair, improve or delete the mar-ta.be site for any reason whatsoever, without prior notice.



# Intellectual and industrial property rights.

All content, including editorial material, technical and functional specifications, sketches, drawings, renders, texts, graphics, photographs, illustrations, videos, trade names, trademarks, logos or distinctive signs and any other element found on the Mar-ta website, are the exclusive property of Mar-ta, unless expressly stated otherwise, and they are protected by copyrights, trademark rights, design rights and other intellectual property rights and laws against unfair competition.

Mar-ta does not grant the site visitor any intellectual or industrial property rights It is absolutely prohibited for the user to proceed in any way to reproduction, transformation, distribution, extraction, public communication, disclosure, transmission or use of any other nature, except as permitted by law or by Mar-ta.

You can obtain a temporary private copy of the content for personal use, private and non-collective, provided that its purpose is not to carry out collective, commercial or professional activities. The user must refrain from obtaining the content by means or procedures other than those indicated for that purpose or those normally used on the Internet but keep in mind that this should not cause any damage to the site, the company, and the reputation of Mar-ta

Please note that nothing related to mar-ta, may be used without written permission, we speak copy, modify, distribute, publish, reverse engineer, decompile, spider, crawl, scrape or otherwise use and/or exploit. Placing a hyperlink, a technical command that refers to the mar-ta website, making the Marta website appear within its own frames is permitted only with the prior written consent of mar-ta. Those who do not follow these rules / regulations should be aware that Mar-ta reserves the right to claim compensation from you for any damages resulting from this unauthorized use.

Being creative, inventing designs requires a lot of energy and sleepless nights. Not to mention the huge investments to get to the end result. Hence Mar-ta has protected her creativity / creations, registered, with patents / filing / copyright rights. Counterfeiting is theft of our creativity, and mar-ta will take very strict action against this group.

## Third-party content

Should links to certain other third-party websites be found on the Mar-ta website, you should be aware that Mar-ta is not responsible for examining or evaluating the offerings of these companies or individuals or the content, security or privacy practices of any third-party website, and that Mar-ta does not guarantee it. Mar-ta assumes no responsibility or liability for the actions, products and/or content of these third-party websites. The inclusion of any such link in no way implies the existence of any relationship between Mar-ta and the third party in question.

### **Personal data**

If personal data of the user is collected through Mar-ta's website, the privacy policy, which is integrated here and is part of the Terms and Conditions, is in force.



### **Cookies**

The mar-ta website uses cookies, files that are downloaded to the user's computer, smartphone or tablet when accessing certain websites, to store and retrieve information about browsing behavior. All information about the cookies used on the Mar-ta website can be found in the cookie policy.

# Info and availability of our products

Mar-ta does its best not to make mistakes on the site, regarding info, details, stock. But we are also only human, and it may happen that an error about prices / sizes / content is still seen on the mar-ta site. Any price errors or wrong info cannot be a reason for obligation of sale to the mistake written on the site.

# Infringement and liability

If you violate any of these Terms or the Special Terms, or if there is a risk of damage to Mar-ta, Mar-ta will take the measures appropriate to the situation.

To the extent permitted by law, mar-ta shall not be liable for any damages resulting from the direct or indirect use, access, or inability to access the mar-ta website.

Also, misuse, meaning the object/project/design is dangerous or not correctly placed and or used, causing an accident or injury and or damage. Mar-ta / Sobiecki Fabrice cannot be held responsible for this. In case of ignorance, lack of understanding, wrong understanding of mar-ta material, please contact the distributor or mar-ta itself before using it.

## Disclosure of information

Mar-ta reserves the right to notify any authority from any country of any activity performed by any user on the mar-ta website.

## **Assignment**

The Terms may be assigned, without your consent, to a third party that acquires all or part of the Mar-ta company.



## Applicable law and jurisdiction.

The terms and conditions are governed by Belgian law. Any dispute between mar-ta represented by Sobiecki Fabrice and the users arising directly or indirectly from these Terms shall be subject to the jurisdiction of the courts of the city of Gent department of Veurne in Belgium.

### **Contact**

The mar-ta website is a public website. You should not expect confidentiality regarding any content, suggestions or ideas you submit to mar-ta anyone at or through this website. Do not pass on any confidential information, we, mar-ta are not bound by any confidentiality obligation whatsoever. If you have legal doubts about the Terms and Conditions or the Special Terms and Conditions, or a comment about the mar-ta website, or if you notice a legal problem related to the operation of the mar-ta website, you can forward your comments and questions at the following email address info@mar-ta.be

# Disclaimer update

These terms and conditions were last updated on October 08, 2023.

Mar-ta reserves the right to modify or replace these terms and conditions at any time. Extended terms and conditions will apply as of their publication. You are advised to review these Terms periodically when you visit the Website.