

Terms of use

Version 1.0

Last modification: May 24th 2018

Welcome to the Website of Fysicon B.V. (hereinafter: Fysicon). By visiting www.fysicon.com (hereinafter: our Website) you agree with the following conditions of use (hereinafter: the Conditions). The Conditions apply to any use of our Website, as well as to all information or other contents provided on our Website.

Access to our Website

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or modify the service we offer on the Website or the products displayed on it (including relevant details and prices) without further notice. We shall not be liable if for whatever reason our Website is not accessible at any moment or during any period of time. From time to time we can limit the access to certain parts of our Website, or to our full Website, for users that have registered with us. If you select a user ID, password, or any other part of information or are provided with that as part of our security procedures, you should handle such information as confidential and may not reveal it to third parties. At all times we are entitled to switch of any user ID or password, either selected by you or assigned to you by us, if according to our opinion you have not been able to comply with these Conditions of use. You are responsible for making arrangements necessary for you in order to gain access to the Website. You are also responsible for seeing to it that people that have access to our Website via your internet connection are aware of these Conditions and that they comply with these Conditions.

Cookies

Fysicon uses Google Analytics, a service of Google Inc. (Google). Google Analytics uses cookies. The information generated by the cookie (no name, address, email address, IP-address or telephone number) about the use of this website is transferred to a Google server in the U.S. and stored there. Google will not associate the IP address with any other data held by Google.

Intellectual property rights

We are the owner and license holder of all intellectual property rights on our Website and all material that is published on it. The works are protected by copyright laws and treaties throughout the world. All such rights are reserved. You may print a copy and you may download parts of all pages of our Website for personal use. You may not modify the paper or photo copies of the material that you have printed or downloaded otherwise, and you may not use illustrations, pictures, video or audio features or separate illustrations separate from the text that comes with it. Our status as author of the material on our Website should

be recognised at all times. You may not use any part of the material on our Website for commercial purposes without acquiring a licence to do so.

Our liability

We exert ourselves to actualise and/or add the contents of our Website as often as possible. Despite our care and attention, it is possible that the contents are incomplete and/or incorrect. The products and/or services offered on our Website are provided without any sort of warranty or claims on correctness. These products and/or services can change at any time without prior notification from Fysicon. Especially all rates and product information are conditional to typing and programming errors. No liability is accepted for the consequences of such errors. No agreement is entered into based on such errors

Privacy

We process information in accordance with our privacy policy. By using our Website, you agree with the processing of your information and you guarantee that all information you have provided is correct.

Viruses, hacking, and other violations

You may not abuse our Website or intentionally introduce viruses, Trojans, worms, logic bombs, or other materials that are malignant or technologically harmful. You may not attempt to gain unauthorised access to our Website, to the server on which our Website is stored, or to any other server, computer, or database that is linked to our Website. You may not attack our Website via a denial of service attack, or via a distributed denial of service attack. Such violation will be reported by us with the relevant legal authorities, and we will collaborate with those authorities by publishing your identity to them. In case of such violation, your right to make use of our Website will discontinue immediately. We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses, or other technologically harmful materials that can infect your computer equipment, computer programs, data, or other materials in your possession by your use of our Website, or because you download the materials placed on it, or any website that is linked to it.

Linking to our Website

You may link to our homepage, on the condition that you do this in an honest and legal manner which does not harm our reputation or obtain any profit from it, but you may not place a link in such way that it suggests some sort of collaboration, consent or endorsement which does not exist. You may not place a link from a website that is not in your possession. If you want to use the material on our Website for other purposes than explained above, you can send your requests to Fysicon B.V., Hooghevelstraat 114, NL-5349 BA Oss, the Netherlands, attn of Legal Affairs Department.

Trademarks

“Fysicon”, “EVOCS”, “QMAPP”, “DataLinQ”, “INSYNQ” and “FlexPAXS” are registered trademarks of Fysicon B.V. You may not use our trademarks without prior permission.

Other

We may review our Conditions of use at all times by modifying this page. You are expected to visit this page from time to time in order to take notice of modifications we have implemented; this is namely because they are binding towards you. Some facilities included in these Conditions of use can also be replaced by facilities or messages that are published elsewhere on the Website.

Remarks or questions

If you have any remarks or questions on these Conditions, the Website and/or Fysicon then please feel free to contact us by sending an e-mail to info@fysicon.nl. Thank you very much for visiting our Website.