

# Viamanta – Website Terms of Use

## 1 Terms of Use

These terms of use (together with the documents referred to in it) (the “**Terms of Use**”) set out the terms and conditions on which you may make use of our website [www.viamanta.com](http://www.viamanta.com) (the “**Site**”) as a visitor. Use of the Site includes accessing, browsing, downloading documents and completing online forms.

Please read these Terms of Use carefully before you start using the Site, as these will apply to your use of the Site. By using the Site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use the Site.

The Site is exclusively intended for use by business or professional users in a B2B context.

## 2 Other applicable terms

These Terms of Use should be read in conjunction with:

- (i) the appendix to these Terms of Use (the “**Appendix**”), which sets out local additions or deviations required under applicable laws and regulations, if any, it being understood that:
  - (a) the Appendix and the main body of these terms shall together constitute the Terms of Use; and
  - (b) in the event of any conflict or inconsistency between the provisions of the Appendix and the main body of these Terms of Use, the provisions of the Appendix applicable to the relevant jurisdiction shall prevail and take precedence over the conflicting or inconsistent provisions of the main body, to the extent of such conflict or inconsistency;
- (ii) our [Privacy Notice](#), which also applies to your use of the Site. Our Privacy Notice sets out the terms on which we process any personal data we collect from you or that you provide to us.

## 3 Information about us

The Site is owned and operated by Viamanta B.V. (“**Viamanta**”), registered with the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 94922896 and having its official seat in Amsterdam and its office address at De Entree 33, 1101 BH Amsterdam, the Netherlands. To contact us, please email [info@viamanta.com](mailto:info@viamanta.com).

## 4 Accessing the Site

The information on the Site is made available free of charge.

Viamanta does not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. Viamanta will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and that they comply with them.

## **5 Changes to the Site**

Viamanta may update its Site from time to time and may change the content at any time. However, please note that any of the content on the Site may be out of date at any given time and Viamanta is under no obligation to update it. The Site is provided on an 'as is' basis and Viamanta does not guarantee that the Site, or any content on it, will be free from errors or omissions.

## **6 Intellectual property rights**

Viamanta is the owner or the licensee of all intellectual property rights on the Site, relating to content generated by Viamanta. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.

You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs or any graphics separately from any accompanying text.

Viamanta's status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining prior written permission to do so from Viamanta.

If you print, copy or download any part of the Site in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **7 Viruses**

Viamanta does not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service (DoS) attack or a distributed denial-of service (DDoS) attack. Viamanta will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

## **8 Linking to the Site**

You may link to the Site provided you do so in a way that is fair and legal and does not damage Viamanta's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Viamanta's part where none exists. You must not establish a link to the Site in any website that is not owned by you. Viamanta reserves the right to withdraw linking permission without notice. If you wish to make any use of content on the Site other than as set out above, please contact [info@viamanta.com](mailto:info@viamanta.com).

## **9 Third party links and resources in the Site**

Where the Site contains links to other websites and resources provided by third parties, these links are provided for your information only. Viamanta has no control over the contents of those websites or resources and you acknowledge and agree that Viamanta is not responsible for the content or availability of such websites.

## **10 No reliance on information**

The content on the Site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

Although Viamanta makes reasonable efforts to update the information on the Site, Viamanta does not give any representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up-to-date.

## **11 Limitation of liability**

Nothing in these Terms of Use excludes or limits Viamanta's liability for fraud or fraudulent misrepresentation, for wilful acts or omissions or for any other liability that cannot be excluded or limited by the laws of the Netherlands.

To the extent permitted by law, we exclude all warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

Viamanta will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with (i) use of, or inability to use, the Site and (ii) use of or reliance on any content displayed on the Site.

Viamanta will not be liable for (i) loss of profits, sales, business, or revenue, (ii) business interruption, (iii) loss of anticipated savings, (iv) loss of business opportunity, goodwill or reputation and, more generally (v) any indirect or consequential loss or damage.

Viamanta will not be liable for any loss or damage caused by a virus, distributed denial-of-service (DDoS) attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites to which the Site links or is linked. Such links should not be interpreted as endorsement by Viamanta of those linked websites and Viamanta will not be liable for any loss or damage that may arise from your use of such linked websites.

## **12 Changes to these Terms of Use**

Viamanta may revise these Terms of Use at any time by amending this webpage. Please check this webpage from time to time to take notice of any changes Viamanta made, as they are binding on you.

## **13 Severance**

If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms of Use.

## **14 Applicable law**

These Terms of Use (and any non-contractual disputes or claims arising out of or in connection therewith) are governed by the laws of the Netherlands. You agree to the exclusive jurisdiction of the courts of Amsterdam.

## Appendix – Country-specific provisions

This Appendix forms an integral part of these Terms of Use. For the relevant jurisdiction, it supplements the main body of these Terms of Use with such additional provisions as are required or appropriate under the applicable laws and regulations of that jurisdiction.

### 1 Poland

*Implementing requirements of the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text: Journal of Laws 2024 item 1513 as amended).*

The following provisions apply to users accessing the Site from the territory of Poland or where the Site is directed to users in Poland.

#### (a) Technical requirements to access the Site

The technical requirements necessary to access and use the Site include in particular: (i) access to the Internet, (ii) use of a current version of a commonly used web browser, (iii) an active electronic mail address; (iv) a device capable of displaying web content, (v) software enabling viewing of PDF or similar electronic documents where such documents are made available through the Site.

#### (b) Prohibition on providing unlawful content

You must not provide or transmit through the Site any unlawful content. In particular, you must not provide content that violates applicable laws, infringes intellectual property rights or other rights of third parties, contains malicious software or other harmful elements or is defamatory, misleading or otherwise unlawful.

#### (c) Complaint procedure

Complaints concerning the provision of services via the Site may be submitted by email to: [info@viamanta.com](mailto:info@viamanta.com) or in writing to Viamanta's address in point 3 of Terms of Use.

Complaints should include in particular: identification of the user submitting the complaint and contact details alongside a description of the issue and the circumstances justifying the complaint.

Viamanta will consider complaints within 14 days from the date of receipt. Failure to provide sufficient information necessary to consider the complaint may result in the complaint not being processed until such information is provided.

#### (d) Termination of the provision of the Site services

You may terminate the agreement for the provision of services under these Terms of Use by ceasing to use the Site.