

# WINTEC TRADING

## DISCLAIMER

**Please read these user conditions (hereafter to be called: 'Conditions') carefully before using the 'Wintec Trading' website(s). In using the Wintec Trading' website(s), you indicate that you are acquainted with and accept the Conditions. If you do not agree with one or more of the Conditions, you should not make use of the 'Wintec Trading' website(s).**

**e-Mail** The information in this e-mail is confidential and intended solely for the person to whom it is addressed. If this message is not addressed to you, please be aware that you have no authorization to read the rest of this e-mail, to copy it or to furnish it to any person other than the addressee. Should you have received this e-mail by mistake, please bring this to the attention of the sender, after which you are kindly requested to destroy the original message. Wintec Trading cannot be held responsible or liable in any way whatsoever for and/or in connection with any consequences and/or damage resulting from the proper and complete dispatch and receipt of the content of this e-mail.

**General Remarks** This website has been created by the public company 'Wintec Trading', with registered office in IJsselstein - The Netherlands (hereafter to be called: "Wintec").

**Permissible use** As user of the 'Wintec' website, you should act and behave in every way as is expected from a responsible and careful internet user. You are not permitted to use the (contents of the) website for actions or behavior that are contradictory to the law, public order and decency. In particular, the following actions and/or behavior are not permitted: (a) infringement upon or other actions that breach the intellectual property rights of 'Siebel Nederland bv'.com and/or third parties; (b) the making of damaging, incorrect or misleading remarks; (c) the distribution of legally prohibited material; (d) the evasion of or removal of the security of (parts of) the website. You are only permitted to download one copy of the material made available on the website for personal, non-commercial use. You are not permitted without prior written permission from 'Wintec' to copy, modify, distribute or disperse, to "reverse engineer", decompile or in another manner to use and/or exploit the material made available. You are only permitted to introduce a hyperlink (a technical command that refers to the website of turn-parts.nl (and any other related website owned by Wintec, in which the website appears in the context of turn-parts.nl), if Wintec has given prior written permission for this. Requests for making a hyperlink can be addressed to [info@wintec-trading.nl](mailto:info@wintec-trading.nl) If you do not adhere

to the above permissible use, turn-parts.nl reserves the right to claim compensation from you for the damage resulting from this non-permitted use.

**Intellectual property rights** All intellectual property rights related to the website are held exclusively by Wintec and/or its suppliers. Among what is understood by intellectual property rights is all patents, brand rights, trade name rights, databank rights, model rights, domain name and other intellectual property rights in the Netherlands or elsewhere that are related to the website and 'Wintec' in general, including know how and trade secrets. You are not permitted to modify or remove any brand or recognition symbols in the material, and/or any indications regarding copyrights, trade names or other intellectual property rights, nor to modify the material in question or any parts of it, nor to copy it, nor to damage it in any way, nor to take unjustified advantage from the reputation of the intellectual property rights of 'Wintec'. In case of a breach of the intellectual property rights of Wintec' and/or its suppliers, 'Wintec' retains the right to claim compensation for any damage it may incur.

**Liability and indemnification** 'Wintec' is not liable for the content of the website, nor of that of websites that are connected in any way to the wintec-trading.nl website, by means of hyper(text)s for example, or metatag(s). Nor is 'Wintec' liable for any damage stemming from or in relation to the use or the inability of use of material that is available on the website or is received through cookies. 'Wintec' is not liable for (the content of the) services and/or information from third parties that is offered in any way through the website of 'Wintec'. Nor is 'Wintec' liable for damage resulting from the use of electronic means for communication with this website, including - but not limited to - damage as a result of non-delivery or delays in the delivery of electronic messages, interception or manipulation of electronic messages by third parties or by programs/equipment used for electronic communication and transmitting viruses. The above given limitations of liability lapse if the damage is intentional or the result of gross negligence. 'Wintec' does not guarantee that any of the information provided on the website is up-to-date, complete and/or accurate. Nor does 'Wintec' guarantee that any of the information provided on the website is without errors, deficiencies and/or viruses. Nor does 'Wintec' guarantee that such errors and/or deficiencies on the website will be repaired or that the viruses will be removed. In case of doubt about the accuracy of the information or if inaccuracies are found, we advise you to make contact with the source of the information in question (usually the selling estate agent). 'Wintec' is not responsible either for any damage stemming directly or indirectly from the use of information gained from 'Wintec'. You indemnify 'Wintec' from any damages resulting from claims of third parties concerning infringement or non-observation of the Conditions, or from claims that otherwise are related to or stem from your use of the website.

**Privacy Policy and Cookie Policy** Our Cookie Policy and Privacy Policy do not apply to personal information that you gather and process from or through other websites.

**Unsolicited information** You hereby indemnify 'Wintec' from any damages and costs that 'Wintec' may suffer or incur related to claims of third parties that the use and/or exploitation of the Materials is an infringement on (intellectual) (property) rights of third parties or is otherwise unlawful towards a third party.

**Nullity** If these Conditions are or become partially nullified, parties remain bound to the remaining sections. Parties shall replace the nullified sections with provisions that are valid and for which the legal consequences, in keeping with the content and scope of these Conditions, coincide in as much as possible with that of the nullified section.

**Other stipulations** 'Wintec' retains the right to adapt or modify the Conditions unilaterally. The Conditions come under Dutch law. All disputes between 'Wintec' and third parties stemming from the Conditions shall be brought before the competent court in Utrecht – The Netherlands.

## PRIVACY NOTICE

**'Wintec' privacy notice** 'Wintec' ("wintec-trading.nl" and all related websites) recognizes that its customers, visitors, users, and others who use www.wintec-trading.nl or other web sites owned or operated by 'Wintec' (the " 'Wintec' sites") (collectively or individually "Users") value their privacy. This Privacy Notice details important information regarding the use and disclosure of User information collected on the 'Wintec' sites 'Wintec' provides this Privacy Notice to help you make an informed decision about whether to use or continue using the 'Wintec' sites. This Privacy Notice is incorporated into and is subject to the 'Wintec' Terms of Use. Your use of the 'Wintec' sites and any personal information you provide on the 'Wintec' sites remains subject to the terms of this Privacy Notice and our Terms of Use. Please note that any video, image, or other content posted at the direction of Users onto the 'Wintec' sites becomes published content and is not considered personally identifiable information subject to this Privacy Notice.

**The Information 'Wintec' Collects** User Provided Information: You provide certain personally identifiable information (such as your name and email address) to 'Wintec' when choosing to participate in various activities on the 'Wintec' sites such as uploading videos, posting messages in our forums or in the video comments section, entering contests or sweepstakes, taking advantage of promotions, responding to surveys, or subscribing to newsletters or other mailing lists.

**Cookies Information:** When you visit the 'Wintec' sites, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. 'Wintec' uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the 'Wintec' sites may not function properly if the ability to accept cookies is disabled.

**Log File Information:** When you use the 'Wintec' sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

**Clear GIFs Information:** When you use the 'Wintec' sites, we may employ "clear GIFs" (a.k.a. Web Beacons) which are used to track the online usage patterns of our Users anonymously (i.e., in a non-personally-identifiable manner). In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened by recipients.

**The way 'Wintec' uses information** If you submit personally identifiable information to us through the 'Wintec' sites, then we use your personal information to operate, maintain, and provide to you the features and functionality of the 'Wintec' sites. Any personal information or video content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within your public profile page, etc.) becomes publicly available and can be collected and used by others. Your account name (not your email address) is displayed to other Users when you upload videos or send messages through the 'Wintec' sites and other Users can contact you through messages and comments. Any videos that you submit to the 'Wintec' sites may be redistributed through the internet and other media channels, and may be viewed by the general public.

We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major 'Wintec' site changes or for customer service purposes).

We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous User usage data, cookies, IP addresses, browser type, click stream data, etc.) to improve the quality and design of the 'Wintec' sites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing User preferences and trends.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the 'Wintec' sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests.

**When 'Wintec' discloses information** We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.

We do share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the 'Wintec' Sites.

We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state and federal laws (such as Dutch Copyright Law) or respond to a court order, subpoena, or search warrant.

'Wintec' also reserves the right to disclose personally identifiable information and/or non-personally-identifiable information that 'Wintec' believes, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government

enforcement agencies, to protect the security or integrity of our web site, and to protect the rights, property, or personal safety of turn-parts.nl and related websites owned by Siebel Nederland bv, our Users or others.

**Your Choices** You may, of course, decline to submit personally identifiable information through the 'Wintec' sites, in which case 'Wintec' may not be able to provide certain services to you.

**Terms of Use** To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times. Please contact 'Wintec' at info@wintec-trading.nl with any questions or comments about this Privacy Notice.

**Our Commitment To Data Security** 'Wintec' uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to 'Wintec' and you do so at your own risk. Once we receive your transmission of information, 'Wintec' makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If 'Wintec' learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. 'Wintec' may post a notice on the 'Wintec' sites if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. Our Commitment To Children's' Privacy Protecting the privacy of young children is especially important. For that reason, 'Wintec' does not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the 'Wintec' sites from persons under 13 years of age, and no part of our website is directed to persons under 13. If you are under 13 years of age, then please do not use or access the 'Wintec' Sites at any time or in any manner. If 'Wintec' learns that personally identifiable information of persons under 13 years of age has been collected on the 'Wintec' Sites without verified parental consent, then 'Wintec' will take the appropriate steps to delete this information.

**Special Note to International Users** The 'Wintec' sites are hosted in The Netherlands and is intended for and directed to Users in the European Union. If you are a User accessing the 'Wintec' sites from the Australia, America, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from E.U. laws, please be advised that through your continued use of the 'Wintec' sites, which are governed by E.U. law, this Privacy Notice, and our Terms of Use, you are transferring your personal information to the European Union and you consent to that transfer.

**In the Event of Merger, Sale, or Bankruptcy** In the event that 'Wintec' is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our Users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights

generally, we may not be able to control how your personal information is treated, transferred, or used.

**Changes and updates to this Privacy Notice** This Privacy Notice may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Notice in effect when we received the personal information you provided. Your continued use of the 'Wintec' sites constitutes your agreement to this Privacy Notice and any future revisions. For revisions to this Privacy Notice that may be materially less restrictive on our use or disclosure of the personal information you have already provided to us, we will attempt to obtain your consent before implementing such revisions with respect to such information.

**Contact Information** Please contact 'Wintec' with any questions or comments about this Disclaimer / Privacy Notice at [info@wintec-trading.nl](mailto:info@wintec-trading.nl)