

Terms of use

Your acceptance of these terms

This is the website of Boomers SA/NV, a limited liability company with registered office at Antwerpsesteenweg 124, 2630 Aartselaar, incorporated under Belgian law. The company is registered in the register of legal entities ("registre des personnes morales / rechtspersonenregister") of Antwerp under number BE 0715.808.332 (hereafter: "Boomers").

By accessing this website <https://www.boomers.boutique> (hereinafter: "Website"), you consent to the collection and use of this information by Boomers and to its Privacy Policy. If we change our Privacy Policy in any way, we will post these changes on this page. You are responsible for checking this Privacy Policy whenever you access the Website.

Privacy of Personal information

Boomers respects the privacy of its website visitors. Please refer to Boomers Privacy Policy for an explanation of your rights and responsibilities with respect to the information that is disclosed on this website.

Non-personal information

Boomers may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our Website. You cannot be identified from this information and it is only used to assist us in providing an effective service on this Website.

Boomers may disclose aggregate statistics about its Website users to prospective partners and other reputable third parties, but these statistics will include no personally identifying information.

Security

Boomers places great importance on the security of all personal data associated with our customers. Boomers has security measures in place to attempt to protect against the loss, misuse and alteration of customer data under our control. While Boomers cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this. In the event that you become aware of any actual or potential misuse of any such information, please contact Boomers as soon as possible so as to enable us to take appropriate action, using the contact details set out below.

Access

Boomers will seek to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Your access to this Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. Boomers will seek to limit the frequency and duration of any such suspension or restriction.

Hypertext links

This Website may link you to other websites on the internet, including the websites for Boomers affiliates. Please ensure that you read the legal and privacy policy sections of any other Boomers or third-party site to which you link. Boomers is not responsible for, does not recommend and accepts no liability for any information or opinion contained in any third-party website.

Intellectual property

All intellectual property rights in the material on this Website are owned by Boomers or its affiliates, or they have been granted permission to use such material except where specifically stated otherwise. Reproduction of part or all of the contents in any form is prohibited other than in accordance with the following permissions.

You may read, view, print, download and copy the material on this website for your personal and non-commercial use, but only if you acknowledge the website as the source of the material and include the copyright statement “© Boomers, all rights reserved”. Unless specifically indicated, no other use of the material is permitted.

Nothing contained in this website should be construed as conferring any license or right under any intellectual property (including software, database, patents, trademarks and copyright) of the Boomers or any third party.

Boomers claims no ownership in, nor any affiliation with, any third-party trademarks appearing on this Website. Such third-party trademarks are used only to identify the products and services of their respective owners, and no sponsorship or endorsement on the part of Boomers should be inferred from the use of these marks.

Cookie Policy

Boomers uses cookies to improve the experience for visitors to our Website, including the Website that can be accessed through our mobile applications. If you don't want to receive cookies while browsing our website, you can modify your browser and/or mobile device settings so that it notifies you when receiving cookies or you can choose to restrict or block cookies.

Cookies are tiny files, composed of a string of letters and numbers, placed on your computer by web

page servers. They enable the website owner to distinguish you from other users of the website. Cookies cannot be executed as code or used to deliver viruses and they cannot enable us to access your hard drive. We cannot read any information on your hard drive even if we store cookies there.

The data generated through cookies on the Boomers Website can be used for various purposes including the following:

Strictly necessary

These cookies are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the Website.

Performance

These cookies collect information about how visitors use the Website, for instance which pages visitors go to most often and if they receive error messages. They are used to improve how the Website works in future versions.

Functionality

These cookies allow the Website to remember choices you make such as username, language or region you are in and provide a more enhanced personal experience.

Targeting or advertising

These cookies are used to deliver content more relevant to you and your interests.

We don't permit any third parties to advertise on our Website but we cannot control advertisers that are allowed by internet service providers to advertise whilst you are browsing on the internet.

Boomers is required by law to obtain your consent for all types of cookies that we place other than those that are "strictly necessary".

You can learn more about how to manage your cookies by visiting the Help function of your browser, the settings of your mobile device or you can visit www.aboutcookies.org which provides detailed information on managing cookies on popular browsers. Please be aware that parts of our Website may not function correctly if you disable cookies.

Disclaimer

BOOMERS IS PROVIDING THIS WEBSITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. BOOMERS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BOOMERS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ACTUAL EQUIPMENT MAY DIFFER IN APPEARANCE FROM IMAGES SHOWN. NEITHER BOOMERS NOR ANY OF ITS DIRECTORS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND,

INCLUDING, BUT NOT LIMITED TO COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

COPYRIGHTS FOR THE PICTURES REPRODUCED HEREIN ARE VESTED WITH THE INDIVIDUAL PHOTOGRAPHERS OR BOOMERS, AND MAY NOT BE REPRODUCED IN ANY FORM WITHOUT PRIOR PERMISSION FROM THE CREATORS.

Indemnification

You agree to indemnify Boomers against all losses, liabilities, costs and expenses reasonably suffered or incurred by Boomers, all damages awarded against Boomers under any judgement by a court of competent jurisdiction and all settlement sums paid by Boomers as a result of any settlement agreed by Boomers arising out of or in connection with:

- any claim by any third party that the use of the Website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law or regulation;
- any claim by any third party that the use of the Website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Website by you.

Law and jurisdiction

These Terms of Use are governed by and shall be interpreted in accordance with the applicable laws of Belgium.

If a contract is entered into between you and Boomers, the applicable jurisdiction shall be determined by the terms of that contract. In the absence of any such contract, you and Boomers agree to submit to the exclusive jurisdiction of the courts of Antwerp (Belgium).

Contact us

Please e-mail any questions, concerns or comments regarding the above legal information to (info@boomers.boutique) or write to us by letter at Boomers SA/NV, Antwerpsesteenweg 124 b58, 2630 Aartselaar, Belgium.