

Terms and general conditions of use of NavBook apps

ARTICLE 1: object

These "general conditions of use" are intended to provide the legal framework for the NavBook application and its services.

This contract is made between:

The manager of the application, hereinafter referred to as "the Publisher",

Any natural or legal person wishing to access the site and its services, hereinafter referred to as "the User".

The Terms of Use must be accepted by any "User", and access to the application constitutes acceptance of these Terms.

ARTICLE 2: Legal notices

The NavBook application is published by Jean Philippe Hermanne, domiciled at 51, rue des Arcis 4570 Marchin Belgium.

ARTICLE 3: access to services

The User of the Navbook application has access to the following services, if he is registered on the application (i.e. he is identified using his login/password) and payment of a package annual fee of **5 euros**:

- Saving boat settings
- Recording of port coordinates
- Save navigation settings
- Recording of weather events
- Recording of events encountered during navigation
- Installation of various photos related to boating.

The costs incurred by the User to access it (internet connection, computer equipment, etc.) are not supported by the Publisher.

The site and its various services may be interrupted or suspended by the Publisher, in particular during maintenance, without obligation of notice or justification.

The User's password must remain secret. In the event of disclosure of the password, the Publisher declines all responsibility.

The User assumes full responsibility for the use he makes of the information and content present on the NavBook application. This application cannot, under any circumstances, serve as a router or an orientation device for navigation.

Any use of the service by the User resulting directly or indirectly in damages must be subject to compensation for the benefit of the owner of the application.

The app allows members to post on the app:

- Comments
- Pictures

The member undertakes to make comments respectful of others and of the law and accepts that these publications may be moderated or refused by the Publisher, without obligation of justification.

By publishing on the site, the User assigns to the publishing company the non-exclusive and free right to represent, reproduce, adapt, modify, distribute and distribute its publication, directly or through an authorized third party.

However, the Publisher undertakes to cite the member in the event of use of his publication.

ARTICLE 5: Liability of the Publisher

Any malfunction of the server or the network cannot engage the responsibility of the Publisher.

Similarly, the Publisher of the NavBook application cannot be held liable in the event of force majeure or the unforeseeable and insurmountable act of a third party.

The Publisher undertakes to implement all necessary means to guarantee the security and confidentiality of the data. However, it does not provide a guarantee of total security.

The Publisher reserves the right to not guarantee the reliability of the sources, although the information disseminated on the application is deemed reliable.

ARTICLE 6: Intellectual property

The contents of the NavBook application (logos, texts, graphic elements, videos, etc.) are protected by copyright, under the Intellectual Property Code.

The User must obtain the authorization of the publisher of the site before any reproduction, copy or publication of these various contents.

These can be used by users for private purposes; any commercial use is prohibited. The User is entirely responsible for any content he puts online and he undertakes not to harm a third party.

The Application Publisher reserves the right to moderate or delete freely and at any time the content posted by users, without justification.

ARTICLE 7: Personal data

The User must provide personal information to register on the application.

The electronic address (e-mail) of the User may in particular be used by the application for the communication of various information and the management of the account.

The NavBook application guarantees respect for the User's privacy, in accordance with law n ° 78-17 of January 6, 1978 relating to data processing, files and freedoms and the GDPR (General Data Protection Regulation) law.

Under articles 39 and 40 of the law dated January 6, 1978, the User has a right of access, rectification, deletion and opposition of his personal data. The User exercises this right via:

- His personal space on the site,
- A contact form,
- By email to info@navbook.be,
- By post at 51, rue des Arcis 4570 Marchin Belgium

ARTICLE 8: Hypertext links

The domains to which the hypertext links on the site lead do not engage the responsibility of the Publisher of the Navbook application, which has no control over these links.

It is possible for a third party to create a link to a page of the application without the express authorization of the Publisher.

ARTICLE 9: Evolution of the general conditions of use

The NavBook application reserves the right to modify the clauses of these general conditions of use at any time and without justification.

ARTICLE 10: Duration of the contract

The duration of this contract is indefinite. The contract takes effect with respect to the User from the start of the use of the service.

ARTICLE 11: Applicable law and competent jurisdiction

This contract is governed by Belgian law.

In the event of a dispute not resolved amicably between the User and the Publisher, the courts of Liège (Belgium) are competent to settle the dispute.