

Terms and agreement for Pomton Website

Welcome to the Pomton website! We are pleased to have you as a customer and appreciate your interest in our products. Before using our website, please read these terms and conditions carefully. By accessing or using our website, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use our website.

Acceptance of Terms

1. By accessing or using the Pomton website, you agree to be bound by these terms and conditions. These terms and conditions apply to all users of the website, including without limitation users who are browsers, customers, merchants, vendors, and/or contributors of content.

Ownership of Content

2. All content on the Pomton website, including text, graphics, logos, images, and software, is owned by Pomton or its affiliates, and is protected by copyright, trademark, and other laws. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, or sell any content from the Pomton website without the express written permission of Pomton.

Use of the Website

3. You agree to use the Pomton website only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the website by any third party. You agree not to use the website to:
 - Post or transmit any content that is abusive, defamatory, obscene, or otherwise objectionable.
 - Violate the rights of any third party, including without limitation intellectual property, privacy, or publicity rights.
 - Engage in any conduct that would violate any law or regulation.

Product Information and Pricing

4. Pomton reserves the right to modify the products offered on the Pomton website at any time, without prior notice. Prices for our products are subject to change without notice. Pomton reserves the right to modify or discontinue any product at any time without prior notice.

Disclaimer of Warranties

5. The Pomton website is provided on an "as is" and "as available" basis. Pomton makes no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, or products included on the website. You expressly agree that your use of the website is at your sole risk.

Limitation of Liability

6. Pomton shall not be liable for any damages of any kind arising from the use of the Pomton website, including without limitation direct, indirect, incidental, punitive, and consequential damages.

Indemnification

7. You agree to indemnify, defend, and hold harmless Pomton and its affiliates, officers, directors, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Pomton Soft Drink website, your violation of these terms and conditions, or your violation of any rights of another.

Governing Law and Jurisdiction

8. You have the right to file a complaint with the Belgian Data Protection Authority (GBA), Printing Press Street 35, 1000 Brussels, Tel +32 (0)2 274 48 00, Fax +32 (0)2 274 48 35, e-mail: : contact@apd-gba.be

Changes to Terms and Conditions

9. Pomton reserves the right to modify these terms and conditions at any time, without prior notice. By using the Pomton website after any such modifications, you agree to be bound by the modified terms and conditions.

Thank you for using the Pomton website. If you have any questions or comments about these terms and conditions please contact us: nathan@pomton.com