

## **GENERAL CONDITIONS OF USE OF THE SELINKO WEBSITE**

### **PREAMBLE**

The SELINKO website at <http://selinko.com> (hereinafter "the website") is used by the company SELINKO (hereinafter "the Service Provider").

These general conditions of use govern the relationship between the Service Provider and visitors to the SELINKO website (herein after "the User(s)").

SELINKO is the first secure and integrated platform giving each object a unique and universally verifiable identity. This identity enables the Service Provider to provide a robust authentication solution to combat counterfeiting, both physical and online, an end-to-end traceability solution and innovative direct marketing and online sales services, by fitting each item with an NFC chip and possibly also a unique QR code.

### **1. IDENTITY OF THE SERVICE PROVIDER**

The public limited company SELINKO has its head office at 1390 BIEZ, rue du Grand Sart, 15.

It is registered with the Crossroads Bank for Enterprises under number 0849.363.177.

It is registered for VAT under number BE0849.363.177.

The User may contact the Service Provider at [info@selinko.com](mailto:info@selinko.com)

### **2. SCOPE AND ACCEPTANCE OF THE GENERAL CONDITIONS OF USE**

Use of the "SELINKO" website implies acceptance of these general conditions of use.

These conditions are available on the SELINKO website (<http://selinko.com>).

The Service Provider reserves the right to modify these conditions in accordance with its needs, the development of its business or changes in standards.

The new general conditions of use will be published on the SELINKO website. Their application will become effective as of the date of publication.

The User must take care to consult them when visiting the website.

A message will also appear when the User visits the site.

Modified versions of these conditions will be archived by the Service Provider and may be communicated to the User upon request.

### **3. RIGHTS AND OBLIGATIONS OF THE USER**

SELINKO enables brands to guarantee the authenticity of their products and to verify their authenticity to consumers.

The SELINKO website is intended for private use of its services, whether the User is a brand or a consumer.

The User agrees

- to use the contents of the SELINKO website only for his or her strictly private purposes;
- not to consult, reproduce in any form whatsoever or print the content of the SELINKO website except for his or her strictly private use;
- not to reproduce, in any form whatsoever, all or any part of the SELINKO website, or to modify, copy or create derivative works from it, unless for strictly private use;
- not to divulge or distribute all or any part of the SELINKO website without prior agreement, supplied expressly and in writing by the Service Provider, and/or, if appropriate, by the third party or parties concerned;
- not to make the Service Provider subject to an unreasonable or disproportionate burden on its infrastructure, as a result of the User's own actions;
- not to force access to the services of the Service Provider by any means whatsoever;
- to go through an identification and logging-in process as and when necessary and when requested to do so during use of the SELINKO site;

### **4. PRICES FOR SERVICES OFFERED**

Access to the SELINKO site is free.

### **5. INTELLECTUAL PROPERTY AND SUI GENERIS RIGHT**

The SELINKO website is protected by intellectual property rights.

The entire site, its contents, structure, design, interface, name, domain name, images and text, announcements and presentation thereof, and its databases are the exclusive property of the Service Provider.

No part of this website may be reproduced in any way whatsoever, nor divulged to the public under any form whatsoever, without the express, prior written permission of the Service Provider.

### **6. RESPONSIBILITY OF THE SERVICE PROVIDER**

The Service Provider shall make every effort to provide the User with a high standard of service.

This is however merely an obligation of means.

This means that, despite the care taken with the SELINKO website, the latter may still be liable to all manner of malicious intrusions, malfunctions or technical problems. The Service Provider cannot be

held responsible for any damage whatsoever that may be sustained by the User of the SELINKO site while consulting and/or downloading all or part of the site, even in the case of gross negligence on the part of the Service Provider.

The liability of the Service Provider is limited to that of its web host.

Maintenance of the SELINKO site by the Service Provider may cause access to the site to be interrupted. This maintenance may be carried out whenever the Service Provider considers it useful in order to guarantee the high quality of services offered by SELINKO. The Service Provider may not be held responsible under any circumstances for damages of any kind whatsoever that may be sustained by the User of the SELINKO site as a result of access to the site being interrupted, even in the case of gross negligence on the part of the Service Provider.

## **7. PENALTY**

If the User fails to respect these conditions of use of the SELINKO site, the Service Provider may suspend the User's access to the site and its services, or may even permanently close the User's account, immediately and without notice, in the event of repeated breaches or one serious breach.

## **8. PRESERVATION OF USAGE DATA**

Article 21§2 of the Act Regarding Certain Judicial Aspects within the Information Society requires that Service Providers "*must immediately inform the relevant judicial or administrative authorities of alleged illegal activities undertaken or information provided by recipients of their service.*"

*Without prejudice to other legal or regulatory provisions, the same Service Providers are obliged to communicate to the competent judicial or administrative authorities, when requested to do so, any information in their possession that may be useful for investigating and establishing offenses committed through their services".*

Consequently the Service Provider may transmit to the judicial or administrative authorities mentioned in that article, upon receiving a request from them to this effect, all data enabling the User to be identified.

The Service Provider may also communicate data permitting identification of the User to a third party if the latter files a written complaint invoking the unlawfulness of content made available by the Service Provider on behalf of the User, where there are reasonable grounds to do so.

## **9. PROTECTION OF PRIVACY**

The clauses relating to "privacy", available via the following link, are an integral part of these general conditions of use.

## **10. MISCELLANEOUS PROVISIONS**

1. If one or more clauses included in these conditions or in any special agreement/stipulation are be declared illegal, invalid or null and void, the remaining clauses shall remain valid in their entirety;
2. The liabilities, rights and obligations of the parties are set out in these conditions. These liabilities, rights and obligations may not by modified by any document, letter, e-mail, note other document of any kind whatsoever. Amendments and updates to these conditions shall be effected only by publication on the SELINKO website of the Service Provider's new general conditions.  
Under no circumstances may any waiver, whether total or partial, to any or all of these conditions or to any special conditions which complement them, be deduced or interpreted from the conduct or omission of the Service Provider.

## **11. APPLICABLE LAW AND JURISDICTION**

In case of dispute in the interpretation or execution of these conditions, the matter will be dealt with by the competent courts of NIVELLES. Belgian law shall apply.