



CODITRACER TERMS AND CONDITIONS

THIS AGREEMENT BETWEEN YOU AND THE COMPANY CODIPROLUX GOVERNS YOUR USE OF 'CODITRACER' WEB AND MOBILE APPLICATIONS AND CODIPROLUX SERVICES, COLLECTIVELY REFERRED TO AS THE 'SERVICE'. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING CONDITIONS. BY CLICKING 'AGREE', YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE FOLLOWING CONDITIONS, YOU UNRESERVEDLY ACCEPT ALL THE CLAUSES OF THESE TERMS AND CONDITIONS (THE 'TERMS AND CONDITIONS') AND YOU ACCEPT THAT THESE CONDITIONS APPLY IF YOU ACCESS OR USE THE SERVICE.

1. Details of the Service

The range of features offered by the CODITRACER web and mobile applications varies according to (i) whether it is a web or mobile application and (ii) whether or not an Account is created (as defined below).

The limited mobile service includes the ability to identify a CODIPROLUX product via its serial number, QR code scan, RFID or OCR in order to view documents relating to its use (the 'Limited Mobile Service').

In addition to the Limited Mobile Service, the full mobile service ('Full Mobile Service') includes the ability to send a Warranty Enforcement Request (as defined below) and a request to verify the identification of a product that could not be identified with the Limited Mobile Service.

The limited web service ('Limited Web Service') is identical to the Limited Mobile Service, other that it is not possible to scan a QR Code on a computer because of the device used.

In addition to the Full Mobile Service, the full web service ('Full Web Service') includes the ability to register all CODIPROLUX products used to give an overview of the stock and to access traceability software.

2. Terms of Use of the Service

- Devices and account:

Use of the Service may (i) require compatible devices, internet access and certain additional software/applications (fees may apply), and (ii) require regular updates. The latest version of the Service may be required to access certain features. Use of the Service may be affected by the performance of these factors.

CODIPROLUX reserves the right to limit the number of user accounts (the 'Account') that can be created from a device or the number of devices linked to an Account.

You acknowledge and accept that it is your responsibility to meet these conditions.

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- Restrictions on use:

You agree to use the Service only for the purposes authorised by these Terms and Conditions and in accordance with applicable laws and regulations, or generally accepted practices.

The Limited Web and Mobile Services do not require the creation of an Account but only the download of applications on compatible devices and acceptance of these Terms and Conditions.

The creation of an Account is necessary to access the Full Web Service. By creating an Account, the user expressly agrees with the CODIPROLUX data use policy, as set out in article 6.

Use of the Full Mobile Service does not require the creation of an Account, but a form with the applicant's full name, email address and company name (the 'Form') must be completed and sent.

If your use of the Service or any other conduct intentionally or unintentionally threatens CODIPROLUX's ability to provide the Service or other CODIPROLUX systems, CODIPROLUX may take all reasonable steps to protect the Company or CODIPROLUX systems, including suspending your access to the Service. Repeated breaches of the restrictions shown may result in the termination of your Account.

- Availability of the Service:

The Service, or any feature or part of it, may not be available in all languages or countries. CODIPROLUX does not guarantee that the Service, or any feature or part of it, is appropriate or available anywhere. CODIPROLUX is not responsible for the accessibility of the Service due to insufficient network coverage. You choose to access and use the Service on your own initiative and are responsible for acting in accordance with all applicable laws.

- Changes to the Service:

CODIPROLUX reserves the right to amend these Terms and Conditions at any time and to impose new or additional conditions regarding the use of the Service.

These additional changes and conditions will be communicated directly to you on web and mobile applications (Limited or Full) via a pop-up window when the Service is next used.

You will be required to accept these changes by checking the box provided for this purpose to access the Service (Limited or Full). Once accepted, these changes will take effect immediately and will be an integral part of these Terms and Conditions.

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Access to the Service is conditional on the acceptance of these terms and conditions. Acceptance of these conditions is presumed beyond dispute as soon as the user has used the Services.

If you refuse to accept these changes or additional conditions, CODIPROLUX reserves the right to terminate your access to the Service and your Account. You agree that CODIPROLUX does not incur liability to your or any third party with respect to changes or termination of the Service.

3. Use of the Service

Use of the Service is your sole responsibility.

- Your account:

As a registered user of the web application, you must create an Account to access the Full Web Service. You are not allowed to share your Account information with anyone. You may share your Service access code with anyone you choose, whether an employee, a representative or a third party, but this access will be your sole responsibility.

You are solely responsible for maintaining the confidentiality and security of your Account and all activities linked to or carried out through your Account, and you agree to report any breach of your Account security to CODIPROLUX immediately. You also acknowledge and accept that the Service is designed and intended for strictly professional use. Subject to reasonable competence and due diligence, CODIPROLUX cannot be held liable for losses resulting from the unauthorised use of your Account and non-compliance with these rules.

In order to use the Full Web Service, you must enter your CODITRACE username and password to authenticate your account. You agree to provide all the accurate and comprehensive information necessary when you register ('**Service Registration Data**'), and when you use the Full Web Service, you agree to update your Service Registration Data to ensure that it remains accurate and comprehensive at all times. If you fail to provide accurate, current and comprehensive Service Registration Data, CODIPROLUX reserves the right to suspend or terminate your Account.

When you make an application as part of the Full Mobile Service and send the Form required, you agree to provide all the accurate and comprehensive information necessary and you agree to update your Service Registration Data to ensure that it remains accurate and comprehensive at all times.

You agree to CODIPROLUX storing and using the Service Registration Data and the data contained in the Form you provide for the purpose of processing it.

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When you use the Full Web Service, it may ask for your permission to access your content and information, and information that others have shared with you, as well as your location. CODIPROLUX respects the confidentiality of your data, and it is the permissions and access authorisations you give CODIPROLUX that determine the extent to which CODIPROLUX is free to use, store and transfer this content and information.

- No transfer of rights:

No provision in these Terms and Conditions gives you any interest, title or licence regarding a CODITRACER username, domain name, software, application, email address or similar resource used by you in connection with the Service.

4. Content

- Definition:

'Content' refers to any information that can be accessed using the Service, such as information, certificate of compliance, user and/or maintenance manual, traceability software, QR Code, RFID and OCR services, maintenance logbook, details of the lifting rings and any similar content. You understand and accept that your use of the Service and any Content is at your own risk, and under your sole responsibility.

The range of accessible Content may vary depending on whether or not the user has created an Account and whether they use the web or mobile app.

- How the Service works:

You can access all the necessary documents relating to CODIPROLUX lifting rings via the Service at any time.

The Service can only be accessed through the media made available by CODIPROLUX, namely the 'CODITRACER' web and mobile applications. Access to the information listed above varies depending on whether the user uses the web or mobile application, and whether or not he/she has created an Account.

You accept and acknowledge that the Content of the Service will no longer be available after your Account closes or the Service is deleted.

The Service and its Content are stored on a secure server based at any location chosen by CODIPROLUX.

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The CODITRACER application can be downloaded and used for free. If you are charged a fee because of your phone and/or internet subscription, or for excessive use/use that is not included in your subscription as a result of the use or download of the Service, you are solely responsible for these fees.

Through the Service, CODIPROLUX provides you with all the necessary elements for the proper use, maintenance and monitoring of the lifting rings. CODIPROLUX cannot be held liable for any harmful use of its lifting rings in the event of non-compliance with the instructions for use/monitoring/maintenance provided by CODIPROLUX in its Content. CODIPROLUX is not responsible for the proper monitoring of the Content by the Service user.

- Procedures for access to the Service by authorised persons:

The Account holder and the persons with whom he/she has shared the access codes, under his/her sole responsibility, are the only ones authorised to access the Full Web and Mobile Services. Any other person will be considered an unauthorised third party. The Limited Web and Mobile Services can be used by anyone with an interest in them.

Since CODIPROLUX has no control over the provision of Content to an unauthorised third party, you acknowledge and accept that CODIPROLUX cannot be held liable for the disclosure and use of any Content or information to and/or by unauthorised persons. You also acknowledge and accept that CODIPROLUX cannot be held liable for any damage you suffer or claim to have suffered, respectively, or that a third party suffers or claims to have suffered, directly or indirectly, as a result of an unauthorised disclosure of Content.

- Intellectual property:

The Content is the exclusive property of CODIPROLUX and is copyrighted. Protection of the Content and the Service is covered by national and international intellectual property law.

CODITRACER software is the exclusive property of CODIPROLUX and is copyrighted.

Any copying and/or use and/or rebroadcasting, in whole or in part, on any medium, present or future, is prohibited without the express written prior permission of CODIPROLUX. Anyone who violates this prohibition is liable and may be prosecuted.

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5. Termination

- Voluntary termination on your part:

You can request the removal of your CODITRACER access codes or stop using the Service at any time. If you request the removal of your CODITRACER access codes and username, you will no longer have access to the Full Web Service through this CODITRACER username. This may be irreversible.

- Termination with immediate effect by CODIPROLUX:

CODIPROLUX may, in certain cases and without notice, immediately terminate or suspend all or part of your Account or access to the Service at any time. Possible reasons for such a termination include: (i) violation(s) of these Terms and Conditions or any other policy or guideline relating to the Service; (ii) violation(s) of legal provisions; (iii) a request or order from the competent legal or administrative authorities; (iv) when providing you with the Service is or may become illegal; (v) your participation in fraudulent or illegal activities; and (vi) unexpected technical or security issues. Such termination or suspension will be carried out by CODIPROLUX at its sole discretion, and CODIPROLUX cannot be held liable to anyone for any damage that may result from this termination or suspension of your Account or access to the Service.

- Effects of termination:

As soon as your Account is terminated, you may lose all access to the Service, in whole or in part, including your Account, your CODITRACER username and your Content. In addition, after a certain period of time, CODIPROLUX reserves the right to delete information and data stored on your Account.

6. Personal data use policy

CODIPROLUX ensures the protection of your personal data in accordance with Luxembourg and European legal and regulatory requirements, and refers to regulation 2015/679 of the Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of this data.

CODIPROLUX also refers to the amended law of 30 May 2005 relating to the specific provisions on the protection of the individual with regard to the processing of personal data in the electronic communications sector as amended by the law of 7 July 2007.

CODIPROLUX collects, stores and uses the personal data you provide when you use the Service, create an Account or send a Form.

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The geolocation service also allows CODIPROLUX to collect information about the location of the Service user at the time of use.

CODIPROLUX requires you to read carefully and in full, and understand, its privacy policy ; click on the following link (<https://codipro.net/en/privacy-policy>) and you will be redirected to the document mentioned above.

- Security breach:

You acknowledge and accept that CODIPROLUX cannot be held liable for a security breach that accidentally or unlawfully results in the destruction, loss, alteration or disclosure of or unauthorised access to data transferred, stored or processed in relation to the Service.

7. Service Guarantee

CODIPROLUX does not guarantee that the Service is uninterrupted, perfect or error free. You accept and acknowledge that from time to time, CODIPROLUX may interrupt the Service for indefinite periods of time or cancel the Service in accordance with these Terms and Conditions.

You acknowledge and accept that the CODIPROLUX Service is provided 'as is' and subject to availability. CODIPROLUX expressly excludes any other guarantee, whether express or implied.

CODIPROLUX does not guarantee that the Service will be free of any loss, hacking, alteration, attack, virus, interference or other security breach and CODIPROLUX accepts no liability for this.

CODIPROLUX cannot be held responsible for errors or omissions in the information disseminated in the Content, technical issues encountered by the Service or the consequences of its use.

8. Product warranty

If certain conditions are met, CODIPROLUX offers replacement or repair of its lifting rings.

This option is subject to the conditions set out in the Warranty Terms and Conditions, available on request after creating an Account.

In the event of a defect with a lifting ring, any Service user can request a copy of the Warranty Terms and Conditions and the claim form ('**Warranty Enforcement Request**') to be completed through the mobile or web application by creating an Account and identifying themselves.

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This request does not automatically result in the user benefiting from the warranty put in place by CODIPROLUX if its implementation conditions are not met.

9. Disclaimer

You acknowledge and accept that CODIPROLUX does not incur liability, to you or any third party, for any direct, indirect, accidental, specific, immaterial or material damage caused by (i) the use of or inability to use the Service; (ii) the bankruptcy of CODIPROLUX; (iii) unauthorised access, theft or alteration of your Account, Content or data; (iv) statements from any third party relating to the Service; and (v) any other matter relating to the Service.

10. Applicable law and jurisdiction

All Services, as well as these Terms and Conditions, are subject to Luxembourg law. In the event of a dispute as to the validity or performance of these Terms and Conditions or the Services respectively, the Courts of Luxembourg City have sole jurisdiction.

11. Invalidity of a clause

The invalidity of one of the clauses of these Terms and Conditions does not in any way affect the validity of the other clauses in these Terms and Conditions.

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