

## LEGAL NOTICE - Terms of Use

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### WEBSITE TERMS AND CONDITIONS

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#### 1. SCOPE

The purpose of the present Website Terms & Conditions (the "T&Cs") is to define the conditions under which you may consult the Site. By browsing the Site, you acknowledge that you have read and accepted the T&Cs.

Siilo may need to amend the Terms of Use at any time, in particular for commercial reasons, in order to adapt to technological changes, or to conform to applicable regulation. In consequence, you must regularly check the Site in order to be informed of any change or update of the T&Cs.

#### 2. INTELLECTUAL PROPERTY

The architecture of the Site, the trademarks, domain names, databases, software, contents as well as all other elements constituting the Site, without this list being exhaustive (hereafter the "Protected Elements"), are the exclusive property of Siilo or of third parties who may have granted a license to Siilo. The T&Cs do not result in any transfer of intellectual property rights pertaining to the Site or to the Protected Elements to your benefit.

You shall refrain from any act likely to infringe, directly or indirectly, on intellectual property rights of Siilo or of third parties on Protected Elements. Therefore, the reproduction, representation, transmission, modification, commercialization or creation of derivative works on the basis of the Protected Elements without prior written consent of the Company are strictly prohibited, and may be sanctioned by texts on counterfeiting.

#### 3. PROHIBITED CONDUCTS

The Site is an automatic data processing system. Any fraudulent access or remaining within such system is forbidden and sanctioned by law. In the same manner, any hindrance or alteration of the functioning of

such system, or any introduction, deletion, or modification of the data contained in such system are forbidden. Therefore, you undertake not to disturb the functioning of this automatic data processing system, and in particular not to introduce any virus, nor to damage, illegally access, or modify, the data stored on the Site.

You shall not extract and/ or re-utilize parts of the content of the Site without Siilo's prior written authorization. In particular, you shall not use any screen scraping, web scraping, or "crawling" robot, or any similar tool for the collection of data in order to extract or re-utilize a substantial part, or a non-substantial part but in a systematic or repeated way, or the elements contained on the Site.

You undertake not to access, or attempt to access the Site by any mean other than the interface of the Site provided by Siilo, nor to engage in any activity likely to hinder or disturb the functioning of the Site.

#### **4. FUNCTIONING AND AVAILABILITY OF THE SITE**

Siilo shall do its best efforts to maintain the Site available 7 days a week, and 24 hours a day. However, access to the Site may be temporarily suspended, in case of planned maintenance, migrations, updates, or constraints related to the functioning of Internet.

It is recalled that the transmission of data over the internet only benefits from a limited reliability. The networks used to transmit such data may have different characteristics and capacities, and are likely to be saturated at certain times of the day, which may affect their delay of transmission and their availability.

#### **5. LIABILITY**

Siilo cannot be held liable for any indirect damage, resulting from your use of the Site (and in particular but without limitation loss of data, loss of customers or business, loss of chance or opportunities, loss of reputation), or from your impossibility to access the Site, your use of the elements contained on the Site, from any default, bug or interruption of the Site.

Siilo will make its best efforts to secure your access to the Site, however Siilo shall not be held liable in relation to any bug or damages relating to the use of the Internet network, such as service breakdowns, external intrusions, or in the presence of IT viruses, or security breaches that may cause damages to your IT equipment or data.

Also, Siilo shall not be liable for the consequences resulting from your violation of the T&Cs. Therefore, you undertake to indemnify Siilo in case of action from a third party, or in case Siilo is sanctioned due to your fault.

#### **6. HYPERLINKS**

The Site may contain hyperlinks redirecting towards third party websites. Considering that Siilo does not have the control over these sites, it may in no case guarantee, nor be held liable in particular for the availability of those websites, of the contents or other elements contained on those sites, or for transactions that you may operate through those websites.

#### **7. DATA PROTECTION**

When you consult the Site, and in order to provide you the services provided on the Site, Siilo will process personal data relating to you.

Please consult our [Privacy Policy](#) or our [Cookie Policy](#) for more information.

## **8. CHOICE OF LAW**

The T&Cs are governed by the laws of the Netherlands.