

Seek & Care – Terms of Use – version 1

Last update: 01/01/2020

Article 1 - Definitions

- i) “Provider”: SPRL AP Solutions, having its registered offices in Belgium at 1471 Genappe, Rue Banterley 69, registered under company number 0716.802.977.
- ii) “Platform”: the “Seek & Care” platform developed by the Provider, for the online sales of medical products in particular. The Platform also comprises, without limitation, software, programs, tools, databases, operating systems, documentation and all other related elements and services, their updates and new versions that may be developed or added by the Provider.
- iii) “Products”: the products and services offered on the Platform, in particular medical products and paramedical equipment products.
- iv) “User”: any user of the Platform, being a natural person who uses the Platform in his/her own name or a legal entity on whose behalf a natural person uses the Platform.
- v) “User Account”: the digital identification created by or on behalf of a User in order to access and use the Platform.
- vi) “Actor”: each natural person who has access to the Platform and uses it in the name and on behalf of a User.
- vii) “Actor Account”: the digital identification created by and/or for an Actor in order to access and use the Platform.
- viii) “Customer”: a User of the Platform, who aims to purchase Products.
- ix) “Seller”: a User of the Platform, who aims to sell Products, by offering them on the Platform.
- x) “Terms of Use”: the terms and conditions regarding the use of the Platform by Actors and Users, as specified in this document, both the current and future versions.
- xi) “Content”: any and all data and information, including (without limitation) all text, sound, video, or image files, and software) available on and/or through the Platform, including User Content.
- xii) “User Content”: the Content that is provided by a User or on its behalf (i.e. by an Actor) and/or that is otherwise created or acquired through the use of the Platform.
- xiii) “Device”: any physical hardware system (for example a smartphone, tablet, pc or laptop) by means of which the Platform can be accessed and used.
- xiv) “GDPR”: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- xv) “Privacy Policy”: the Provider’s terms and conditions in relation to personal data, in accordance with the GDPR, that are available here: www.seekandcare.com/termsfuse.
- xvi) “Intellectual Property Rights”: all intellectual property rights such as, but not limited to, patents, designs, models, copyrights, software and database rights, trademarks, know-how, domain names and trade names.

Article 2 - Object and applicability of the Terms of Use

The purpose of these Terms of Use is to set out the rights and obligations of the Users, the Actors and the Provider in relation to the Platform and the use thereof, in order to ensure the integrity, security, reliability and privacy of the Platform and the Content available through the Platform. The Users and the Actors are responsible for continual compliance of these Terms of Use. Each User is responsible for any use of the Platform on its behalf, including the use made by its Actors and their continual

compliance of these Terms of Use. By agreeing to these Terms of Use, the User or Actor represents that he/she has reached the age of majority.

By using the Platform and/or installing it on his/her Device(s), each User or Actor unconditionally accepts these Terms of Use as being sole and exclusive terms and conditions applicable to any use of the Platform, replacing and/or prevailing over any other terms and conditions, even if they claim to apply solely and exclusively. These Terms of Use apply to all users of the Platform, including without limitation the Users and Actors as defined herein and/or users who are browsers, vendors, customers, merchants, and/ or contributors of content. Exemptions to these Terms of Use are only valid if they have been accepted in writing by the Provider, for example because they are the subject of a specific service agreement between the Provider and the User. In this case, these Terms of Use remain applicable to all the points for which there is not express exemption.

These Terms of Use provide terms for the Platform that are currently available. For earlier versions of these Terms of Use, the User or Actor may refer to (*hyperlink of the previous version*) to previous version(s) or may contact the Provider (see contact details below). The Provider reserves the right to update, change or replace any part of these Terms of Use at any time and at its sole discretion. The modified version of these Terms of Use will apply as from their publication and it is the Users' and Actors' responsibility to regularly check the current version of these Terms of Use. In case these Terms of Use are updated, the User or Actor unconditionally accepts the updated version of these Terms of Use as of his/her first use of the Platform following such update. If the User or Actor does not want to accept these Terms of Use or any update or modification thereof, he/she is required to not or no longer use the Platform and to remove it from his/her Device(s).

Article 3 - The Platform

The use of the Platform is free of charge, unless otherwise specified. However, the Users and Actors will bear any and all costs relating to the Devices they use, communications channels and other hardware, software and service (e.g. access costs and/or the costs of (internet) connection that are necessary for the Users or Actors to access and use the Platform).

The Provider intends to develop the Platform continuously, without being obliged thereto. The Provider may make changes to the Platform from time to time, at its sole discretion. In particular, the Provider reserves the right to correct any errors, inaccuracies or omissions at any time without prior notice. The Provider undertakes no obligation to update, amend or clarify information on the Platform, except as required by law.

Each User or Actor acknowledges and agrees that all rights, including Intellectual Property Rights, to the Platform are and remain the property of the Provider (or its licensors, as the case may be). Consequently, no Intellectual Property Rights shall be assigned to a User or Actor.

The Provider reserves the right to deny access to and/or the use of the Platform to anyone for any reason at any time. The Provider reserves the right to suspend or discontinue the Platform at any time, on reasonable notice to the Users and Actors.

Article 4 - Functioning and features of the Platform

i. Sales

The Platform comprises a sales space, in particular for Products. The objective of the Platform is to allow Sellers to advertise and increase the visibility of their Products as well as to establish contacts with Customers, so that they can establish and carry out transactions.

The Customer (including through its Actors) can place their orders for Products offered on the Platform and can pay for them through the Platform. Upon receipt of full payment of the due amounts, these orders will be transmitted to the relevant Sellers (including their Actors) by the Provider, in the name and on behalf of the Customer. By means of these Terms of Use, each Customer grants the Provider (including its representatives) a mandate for these specific purposes, i.e. for processing and transmitting their orders for the Products to the Sellers (including their Actors). To this end, the Provider will have the authority and powers to accept and sign any documents and agreements, to carry out other formalities pertaining to these orders and, in general, to do all that is necessary or useful for the execution of this mandate, with right of substitution. This mandate applies until it is revoked by the Customer, expressly and in writing.

The transactions themselves and their execution (except for payments) do not fall within the scope of the Platform and the Provider assumes no responsibility in this respect. The sales/contracts will be agreed between the Seller and the Customer without the Provider being a party to these sales/contracts and without the Provider being involved in delivery and after-sales services. The Provider does not guarantee that transactions will be realized. Sellers and Customers are responsible for complying with all laws and regulations applicable to transactions.

ii. Traceability

Second, the Platform includes a traceability module. This module helps the User to manage the traceability of Products, i.e. physical Products delivered to Customers, by integrating the information submitted by Users.

Article 5 - Availability of the Platform

Without providing any guarantee, the Provider intends to make the Platform available 24 hours a day, 7 days a week, except in cases of force majeure, updates, malfunctions, maintenance interventions etc. required for the functioning of the Platform. These cases shall be limited as much as possible, without any right to indemnification. Maintenance interventions may be performed at any moment and without prior notification to the Users and Actors, without any right to indemnification.

The Provider does not guarantee, represent or warrant that the use of the Platform will be uninterrupted, timely, secure or error-free. The Provider does not warrant that the Content or results that may be obtained from the use of the Platform will be accurate or reliable.

Article 6 - User Account and Actor Account

To be able to access the Platform and/or use some of its features, each User must register and create a User Account and each Actor must create an Actor Account. To this end, each User and each Actor will have to fill in a form and choose a login name (e-mail address) and a password. The User and the Actor shall be required to provide (at least) the following information: i) for natural persons: name,

first name, date of birth, professional specialty & INAMI number when relevant, phone number and e-mail address; ii) for legal persons: name and e-mail address. Any other information will not be mandatory and therefore the User or the Actor will not be required to provide this additional information in order to create a User Account or an Actor Account. However, the Provider recommends that the User and the Actor provide the requested information, in particular with a view to improving the functioning of the Platform and providing a service adapted to the User or the Actor.

In addition, the following information is required for the following features:

- i) Placing orders:
 - a. Name/ company name;
 - b. Delivery and invoicing addresses;
 - c. Company number/ VAT number (if applicable);
- ii) Traceability module:
 - a. Patient code;
 - b. Anonymized code;
 - c. Serial number
 - d. Batch/ lot number;
 - e. Date of intervention/ operation;
 - f. Delivery and invoicing addresses.

Each User or Actor is required to provide information that is complete, accurate, up-to-date and truthful, and undertakes to promptly update his/her account and other information if necessary. In particular, a User or Actor may not submit a false e-mail address, pretend to be someone other than himself/herself, or otherwise mislead the Provider, other Users, Actors or third parties.

When creating a User Account or Actor Account, a token shall be sent to the User or the Actor by e-mail. The User or Actor must enter this token during the verification process on the Platform. This validation of the User Account or Actor Account must be effected within 1 (one) hour from the Provider's sending the token by e-mail. For lack of timely validation, the User or Actor will have to repeat the entire verification process.

If the User already has a User Account or if the Actor already has an Actor Account, he/she can log in using a login name (e-mail address) and password. User Accounts and Actor Accounts are unique and each User or Actor may only have one (1) User Account or Actor Account.

Each User or Actor undertakes to:

- i) ensure that he/she or anyone using the Platform on his/her behalf (in particular its Actors) chooses a password of sufficient complexity and length to maintain the security of the information entered into the Platform;
- ii) ensure that the login details and password remain secure and are not disclosed to any other person other than the persons to whom the login details and password were assigned;
- iii) have in place industry standard levels of information technology security and human resource policies to prevent unauthorized third party access to the Platform and to ensure that the information entered into and sent to the Platform remains secure;
- iv) use the Platform only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use of the Platform by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful;
- v) change passwords if it is suspected that someone else has come to know it; or

- vi) not to copy, store in any medium (including in any other digital format), distribute, send, re-send, broadcast, modify, or show in public any part of the Platform or of the Content without the prior written permission of the Provider.

Article 7 - Transactions between Customers and Sellers - Payments

i. Transactions between Customers and Sellers

The primary purpose of the Platform is to allow Sellers to advertise and raise visibility of their offerings as well as to establish contacts between Sellers and Customers, in order for them to set up and carry out transactions directly. The transactions themselves and the performance thereof (except for payments) are outside of the scope of the Platform and the Provider assumes no responsibility or liability whatsoever in this regard. Sellers and Customers are responsible for complying with all laws and regulations applicable to international transactions and the performance thereof. The Provider does not guarantee that any transactions will be realized.

ii. Payments

The Customer shall pay for its order in full at the time of placing its order and payments shall be made to the Provider by means of the payment methods available on the Platform. Only after full payment was received, will the Provider pass the order to the Seller. The Provider reserves the right not to use certain payment methods and to refer the Customer to another payment method. The Provider shall subsequently pay the due amounts to the Seller, after deduction of applicable commissions etc.

In order to make the payment, the Customer shall provide the Provider (or its payment service provider) with the payment information (e.g. credit card or debit card number, PayPal account). The Customer confirms that he/she has the full capacity to use his credit or debit card, bank account or PayPal account, at the moment where the Customer provides the Provider with the required details. The total amount of the envisaged order needs to be covered fully by the balance of the credit or debit card, the bank account or PayPal account. The Customer warrants that all data provided to the Provider are correct, that he is entitled to the credit card, debit card, bank account or PayPal account which the Customer uses and that the Customer disposes of sufficient funds and/or credit facilities to cover the total price of the order.

The Users and Actors acknowledge and accept that payments may be subject to the terms and conditions of the Provider's payment service provider. The Actors and Users acknowledge and accept that they are responsible to check the applicable terms and conditions, and that the Provider bears no responsibility whatsoever in this respect.

For each unjustified cancelation of an order that has been pre-paid and confirmed by SeekandCare, an indemnity of 15% will be withdrawn from the total amount to be reimbursed (without prejudice of the right of SeekandCare to demonstrate more important damages).

Article 8 - Listings

The Seller is responsible for his/her listings of Products on the Platform. In particular, the Seller acknowledges, accepts and warrants that:

- i) he/she has all the powers, qualities and authorizations to offer the products on the Platform and to deliver them to Customers (in the territories at issue);
- ii) he/she is responsible for the accuracy, content and legality of the item listed;

- iii) his/her listing may not immediately be consulted or searchable by keyword or category for up to 24 (twenty-four) hours. The Provider does not guarantee exact durations of listings;
- iv) content that violates any of the Provider's policies may be modified, obfuscated or deleted at the Provider's discretion; and
- v) the Provider may revise data on the Platform to supplement, remove, or correct information the Seller has provided. In particular, if messages on the Platform are reported as spam, the Provider may contact the sender thereof to inquire about the reported messages and may delete these messages if the sender fails to provide adequate justification.

Article 9 - Acceptable Use

Neither a User nor an Actor may use the Platform:

- i) in a way prohibited by law, regulation, governmental order or decree;
- ii) to violate the rights of the Provider and/or of others, including other Users and/or Actors, including, without limitation, Intellectual Property Rights and privacy. This includes article 13 and the prohibition for the Users and Actors to use the Content, unless authorized expressly and in writing by the Provider;
- iii) to the benefit of third parties, since the use of the Platform is personal;
- iv) by selling, sublicensing or otherwise distributing the Platform or any Content to third parties, except for the User Content provided by the User or Actor at issue;
- v) to create, transmit, distribute, or store material that contains obscene, offensive or inappropriate content, that constitutes pornography, that may be threatening, abusive or hateful and/or that encourages conduct that would constitute a criminal offence or give rise to civil liability;
- vi) by means of external applications that automatically download Content from the Platform, in particular by applying any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or other data gathering and extraction tools, scripts, applications, or methods on the Platform;
- vii) to try to gain unauthorized access to or disrupt any Content, service, device, data, account or network;
- viii) to decompile, reverse engineer, modify or disassemble any of the software in or associated with the Platform;
- ix) to spam or distribute malware;
- x) to log into a server or account which the User or Actor is not authorized to access;
- xi) to attempt to probe, scan or test the vulnerability of a system;
- xii) to breach security or authentication measures;
- xiii) in a way that could harm the Platform, cause technical disturbances to the Platform or impair anyone else's use of it, including, without limitation, by introducing viruses, worms or other destructive elements or by means of overloading, "flooding", "mailbombing", or "crashing"; or
- xiv) in any application or situation where failure of the Platform could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;
- xv) in a way that the Provider deems to be objectively unacceptable.

If a User or Actor becomes aware of any such activities, the User or Actor is obligated to immediately notify the Provider (for example using the "report spam"- button) and take all other appropriate actions to cause such activities to cease.

The Platform may only be used for lawful purposes. Each User and Actor is prohibited from violating, or attempting to violate, the security of the Platform. Any violations may result in criminal and civil liabilities to the User or Actor. The Provider reserves the right to investigate any alleged violations and will co-operate with law enforcement agencies if a criminal violation is suspected.

Article 10 - Consequences in case of violations

Violations of these Terms of Use may result in the exclusion of a User or Actor, which may imply the closing of the User Account or Actor Account. Indirect or attempted violations of these Terms of Use, and actual or attempted violations by a third party on behalf of a User or Actor, shall be considered violations of these Terms of Use by such User or Actor. The Provider will only take such measures to the extent reasonably necessary. Unless the Provider believes an immediate exclusion of a User or Actor and/or closing of the User Account or Actor Account is required, the Provider will provide reasonable notice before applying the aforementioned measures.

Article 11 - Compliance with laws

The Provider will comply with all laws and regulations applicable to the Platform, including privacy and data protection regulations. However, the Provider is not responsible for compliance with any laws or regulations applicable to the Users and Actors that are not generally applicable to service providers such as the Provider.

Each User and Actor must comply with all laws and regulations applicable to his/her use of the Platform, including laws related to privacy, data protection and confidentiality of communications. Each User and Actor is solely responsible for determining whether the Platform is appropriate for storage and processing of information subject to any specific law or regulation and for using the Platform in a manner consistent with the User's or Actor's legal and regulatory obligations. Each User and Actor is responsible for responding to any request from a third party regarding his/her use of the Platform.

Article 12 - Liability

Unless expressly agreed otherwise, the obligations of the Provider are obligations to deliver its best efforts. Each User or Actor is solely responsible for the accuracy and completeness of the documentation and information (including User Content) he/she (for Users, including their Actors) provides.

Each User or Actor expressly agrees that his/her use of, or inability to use, the Platform is at his/her sole risk. The Platform is provided "as is" and "as available", with all faults. In addition, the Provider bears no responsibility as regards the Content provided by other Users, other Actors and/or the (identity) information they submitted. The Provider hereby disclaims any representation, warranties or conditions of any kind, express, implied or statutory, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, title, accuracy, non-infringement, non-interference, compatibility of software programs, integration, or those warranties which may arise by course of dealing, or course of trade. The entire risk arising out of the use, quality, accuracy, effort, or performance of the Platform is with the User and/or the Actor. In addition, the Provider does not warrant the security of the portal or, information, software, content, and features available through it will be uninterrupted, error-free or virus-free, provided properly or completely, or be available 24/7. The Provider in its discretion may provide support for the Platform.

As regards the performance of the Platform, the Provider may only be held liable for gross negligence, excluding any responsibility for any form whatsoever of indirect, incidental, punitive, special, or consequential damages of any kind (including, without limitation, lost profits, lost income, lost savings and/or loss of data) and for any action whatsoever that would be brought by third parties against a User and/or against an Actor. Under no circumstances shall the Provider's liability for any damages to the User and/or Actor under these Terms of Use exceed the amount of 10.000 EUR (ten thousand euro), regardless of whether the action was brought on a contractual or non-contractual basis. Nothing in these Terms of Use shall limit the Provider's liability for personal injury or death caused by the negligence of the User, or the Provider's liability in the tort of deceit.

The User and the Actor shall safeguard and defend the Provider against any actions by third parties which would be based on or related to the User's (including its Actors') and/or Actor's use of the Platform. Each User or Actor agrees to indemnify and hold harmless the Provider, its officers, directors, employees and agents from any losses, damages, costs or expenses (including reasonable attorneys' fees) resulting (either directly or indirectly) from any third party claim or allegation arising out of or relating to any use of the Platform, including any claim which, if true, would constitute a violation of these Terms of Use.

Article 13 - Content

Each User or Actor acknowledges and agrees that all rights, including but not limited to Intellectual Property Rights, in and to the Content are and remain the property of the Provider, other Users, other Actors and/or their licensors (if any). Consequently, for this Content, no Intellectual Property Rights and no right of use shall be granted to the User or Actor, unless otherwise agreed expressly and in writing.

The Provider is not responsible if Content or any other information made available through the Platform is not accurate, complete or up-to-date. The Content is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the Content is at the User's or Actor's own risk. The Provider reserves the right to modify the Content at any time, while having no obligation to update any Content. Each User and Actor agrees that it is his/her responsibility to monitor changes to the Content and to the Platform.

The Platform may contain hyperlinks to websites of third parties and the Provider may make Content of third parties available to the Users or Actors through the Platform. The Provider assumes no responsibility or liability whatsoever in this regard. Any website links are provided as Internet navigation tools for informational purposes only and not as an endorsement by the Provider of the contents of such websites, which are not examined nor evaluated. The Provider does not adopt, nor warrant the accuracy of, the content of any linked website and undertakes no responsibility to update their content. Use of any information obtained via the Platform is at the User's or Actor's own risk. Therefore, each User and Actor expressly acknowledges that he/she is solely responsible for any and all use of such hyperlinks and Content provided by third parties. The Users and Actors are advised to review the third party's policies and practices carefully, and should make sure that he/she understands them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party Content and/or other information should be directed to the third party at issue.

The Platform contains User Content that is not subject to prior approval by the Provider. Each User and Actor accepts that he/she is solely responsible for any and all use of User Content. The Provider exercises no control over, and accepts no responsibility for, the content of the information (including

User Content) passing through the Platform. The Provider does not screen communications and is not responsible for screening or monitoring User Content.

If and to the extent the User Content is protected by Intellectual Property Rights and/or any other rights, the User or Actor hereby grants the Provider an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, transferable, sub-licensable license to use such User Content. This license shall cover any and all uses of such User Content in relation to the Platform and the Provider's business activities, by any means and in any form, in whole or in part. The User or Actor shall safeguard and defend the Provider against any actions by third parties which would be based on or related to the User Content provided by the User or Actor.

Each User and Actor expressly declares and guarantees the full enjoyment by the Provider of the aforementioned license. In particular, but without limitation, each User and Actor warrants that:

- i) He/she is the sole owner of all rights, including Intellectual Property Rights, pertaining to his/her User Content;
- ii) He/she has all the powers and capacities necessary to grant the aforementioned license;
- iii) The rights granted have not been and will not be the subject of any dispute or claim by a third party that could harm, limit, inhibit, diminish or infringe any right to the User Content and that the User or Actor is not currently aware of any risk of such claims.

Unless mandatory law prescribes otherwise, the Provider may, but has no obligation to, monitor, edit or remove Content that the Provider determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's Intellectual Property Rights or these Terms of Use.

Article 14 - Privacy and Data Protection

The Provider's Privacy Policy is available here: https://www.seekandcare.com/privacy_policy. This Privacy Policy also applies to any and all use of the Platform, complementing these Terms of Use, which the User accepts unconditionally. In the event of a conflict between a provision of these Terms of Use and the Privacy Policy, the provision of these Terms of Use shall take precedence.

Payments may be subject to the privacy policy of the Provider's payment service provider. Transactions, communications and/or other exchanges with Sellers may be subject to privacy policies of the Sellers at issue. The Actors and Users acknowledge and accept that they are responsible to check the applicable privacy policies, and that the Provider bears no responsibility whatsoever in this respect.

Article 15 - Complaints

Any complaint must be submitted with the Provider within 30 (thirty) calendar days of the date on which such claim or cause of action arose. Complaints must be made in writing and must comprise a clear, accurate and substantiated description of the alleged non-compliance. The User and/or Actor shall bear the burden of proving that these conditions are met. If the aforementioned conditions are not met, the complaint will be null and void.

Article 16 - Miscellaneous provisions

Whenever possible, the provisions of these Terms of Use will be interpreted in such a manner as to be valid and enforceable under applicable law. In the event that any provision of these Terms of Use is declared invalid or unenforceable, this shall not affect the validity and enforceability of the remaining clauses or provisions of these Terms of Use. This provision shall be replaced by a provision which, so far as it can be valid and valid, best corresponds to the objective of the initial provision. The headings, titles and subtitles used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms of Use.

The Provider's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

The Provider reserves the right to transfer its rights and/or obligations under these Terms of Use to third parties, in whole or in part, without prior notice to nor the consent of the Users and Actors. Unless agreed in writing beforehand by the Provider, the Users and Actors are not allowed to transfer all or part of their rights or obligations to third parties.

These Terms of Use and, in general, any (contractual) relationship and/or claim related to the Platform is subject to the laws of Belgium. In the event of a dispute concerning the Platform and/or these Terms of Use, the parties shall make every reasonable effort to settle it amicably. Unless otherwise provided by mandatory legal dispositions, in case no settlement can be reached, any dispute in that respect shall be subject to the exclusive jurisdiction of the courts of Nivelles (Belgium).