

TERMS OF USE

IMPORTANT! PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

THESE ARE THE GENERAL TERMS AND CONDITIONS THAT YOU AGREE TO BE BOUND BY GOVERNING YOUR USE OF OUR WEBSITE AND OUR DATA SERVICES.

Welcome to the FACIL Data website!

FACIL Europe bvba, its affiliates and related companies (collectively referred to herein as "**FACIL**", "**we**", "**our**", "**us**") provides this website and the materials located at and under the domain name <https://facilparts.facil.be/> and such other domains as FACIL operates or may in the future operate (collectively, this "**Site**") and any other FACIL services offered on this Site as described in Section 1.2 below (collectively, the "**Services**") to you, the user, subject to compliance with these terms and conditions relating to this Site and the Services (collectively, this "**Agreement**"). By accessing and/or using the Site or the Services, you accept and agree to be legally bound by this Agreement, as it may be amended or supplemented from time to time, and agree to all operating rules, terms, conditions, policies, and procedures that may be published on this Site or in connection with the Services. All such rules, terms, conditions, policies, and procedures are incorporated into this Agreement by this reference. We may change, add or remove portions of this Agreement at any time, and if we do so, we will post such changes on the Site and the changes will become immediately effective, and your continued use of the Site will indicate your acceptance of this Agreement as it is then in effect. Accordingly, you should visit this Site from time to time to review the then-current and effective terms and conditions because they are legally binding on you.

1. USE OF WEBSITE.

1.1 GENERAL LICENSE. If you have not paid for the Services, FACIL hereby grants to you a revocable, non-exclusive, non-transferable, non-sublicensable limited right and license to access and use only those portions of the Site and/or the Services accessible to trial users approved by FACIL without a password or logon for your own personal research use, subject to this Agreement. In order to use the Services, you must provide and maintain adequate communications and computer equipment and obtain access to the World Wide Web directly or through devices that access web-based content. You are responsible for paying any and all service fees associated with such access. As a condition to your use of this Site and/or the Services you agree to comply with the terms and conditions set forth in Section 3 below and all other terms and conditions of this Agreement.

1.2 ACCESS LICENSE TO PAID SERVICES. If you are accessing a FACIL site pursuant to an Access Agreement or other agreement executed by FACIL and either you or the library or other institution providing you access, then, subject to such applicable Access Agreement or other agreement, FACIL hereby grants to you, a revocable, non-exclusive, non-transferable, non-sublicensable limited right and license to access and use those portions of

the Site and/or Services made available to you pursuant to that Access Agreement or other agreement; provided however, that in no event will you be permitted to sell or lend those portions of the Site and/or Services outside of the institution you represent.

1.3 AVAILABILITY; ACCURACY. FACIL may change, suspend or discontinue any aspect of the Site and/or the Services at any time, including the availability of any feature, database, or content. FACIL may also impose limits on certain features and services or restrict your access to parts or all of the Site and/or Services without notice or liability. Certain areas of this Site may require registration and purchase of a license to access certain content, and will be subject to additional terms and conditions. Products and services referenced herein may not be available in all jurisdictions. The information contained on this Site was believed to be accurate at the time it was posted and FACIL periodically updates the information on this Site; however, FACIL provides all information on this Site on an "as is" and "as available" basis as set forth in Section 7 below and FACIL shall not be responsible or liable in any way for the timeliness, accuracy, content or applicability of the information on this Site.

1.4 LINKS. Links on this Site may provide access to other Internet sites that are not maintained or controlled by FACIL. Such external Internet sites contain information created, published, maintained or otherwise posted by organizations and entities independent of FACIL. FACIL is not responsible for the content of those sites. Links on this Site may also provide access to other entities affiliated with FACIL. This Agreement applies only to the Services offered at the Site. Your use of any website other than the Site will be subject to the terms and conditions posted on that website. FACIL takes no responsibility and assumes no liability for any content posted by any third party or on any other website, nor does FACIL approve, endorse, verify or certify information available at any external site or linked addresses. FACIL takes no responsibility and assumes no liability for the privacy practices of such third parties.

1.5 CONSENT TO USE OF COOKIES. By using this Site, you agree that we may collect your personal information which may be obtained by cookies and that our use of such personal information will be in accordance with the FACIL Ethical Code.

2. COPYRIGHTS AND TRADEMARKS.

All content included on this Site including, without limitation, text, video, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, the compilation of all content on this Site, and all software used on this Site are the property of FACIL or its content suppliers and protected by international copyright laws. The FACIL name and logo, and all other related trademarks, service marks, and trade names appearing on this Site (collectively, "*Marks*") are owned by FACIL or its licensors. Nothing in this Agreement or on the Site grants you any right or license to make any use of any materials or Marks on this Site other than as described in the following paragraph.

We post various copyright notices and copyright management information, terms of service, and other legal notices as well as various credits on pages of this Site and the Services, which you may not remove even from your permitted copy. Certain portions of this Site are protected by various technological measures that control access to and otherwise protect the rights of FACIL and its licensors as copyright owners. Any circumvention of such measures is strictly prohibited and subject to criminal prosecution as well as civil sanctions. Notwithstanding any copyright notices to the contrary, no copyright is claimed in the text of

certain public domain documents or images available through the Services, but the selection, compilation, presentation and arrangement of such public domain materials are copyrighted by FACIL and subject to the terms set forth herein. Certain content and materials (collectively, “*Compilation*”) available through the Services are largely factual in nature and are available for copying and reuse. However, any reproduction, distribution, use or modification of all or any substantial portion of this Compilation or any subgroup thereof requires the express prior written permission of FACIL.

FACIL requires users to respect our copyrights. We likewise respect the intellectual property of others. If you believe that our Site contains elements that infringe your copyrights, please contact FACIL via fasteneers@facil.be.

3. USE.

3.1 ACCEPTABLE USE. You are only authorized to visit, view and retain a single copy of any of the pages or datasets from this Site for educational purposes for your own individual, noncommercial (nonsale) use. You may incorporate insubstantial portions of materials of the records, as well as graphical displays of the data, retrieved from the Site into your materials and research publications, but you may not distribute any material on this Site for any purpose other than your own individual, educational or research use unless you have received prior specific authorization in writing from FACIL. This includes data or statistics downloaded from the Site. Posting such content to publicly-available or access-controlled repositories is strictly forbidden without written authorization from FACIL. If you are accessing the Services described in Section 1.2 above, your paid use (if applicable) shall also be governed by the terms of your Access Agreement or other agreement.

3.2 RESTRICTIONS ON USE. Except as expressly permitted by this Agreement or your separate Access Agreement(s) or other agreement(s) (if applicable), you may not, nor may you permit or authorize or encourage others to: (a) copy any portion of the Site and/or Services; (b) use the Services to provide a third party access to the Services, or any portion thereof, absent our express written permission; (c) use the Services to develop any database or other information resource for internal use, except as provided in Section 2; or (d) create compilations or derivative works of the materials on the Site or available through the Services. If you are accessing the Services described in Section 1.2 above, your paid use (if applicable) shall also be governed by the terms of your applicable Access Agreement or other agreement.

3.3 PROHIBITED USES. You may not, nor may you permit, authorize or encourage others to: (a) store in any information retrieval system, transfer, publish, distribute, display to others, broadcast, sell, or sublicense the Services, or any portion of the Site or the Services; (b) use the Services to develop any database, database service (online or otherwise), or other information resource in any medium (print, electronic or otherwise, now existing or developed in the future) for sale or license to or use by others; (c) remove, disable, or defeat any functionality in the Services designed to limit or control access to or use of the Services or to protect the rights of FACIL or its licensors as copyright owners; (d) use the Services for the benefit of any third party, including without limitation, in an outsourcing or timesharing arrangement, or in the operation of a service bureau; (e) sell, lease, sublicense, distribute, or otherwise transfer the Services to any person, firm, or entity; (f) decompile, disassemble, create or attempt to create, by reverse engineering or otherwise, the source code from any object code accessible as part of the Site or Services; (g) use this Site or the Services in any

other inappropriate, objectionable, harmful or illegal manner; or (h) use, copy or otherwise access any restricted-access portion of the Site, the Services or any content or materials contained in any such area of the Services for which you have not been licensed and invoiced by us. If for any reason, you access or permit others to access any such content or materials which have not been licensed to you, these terms and conditions apply to your use of such content and materials and you agree to pay all applicable charges. If you are accessing the Services described in Section 1.2 above, your payed use (if applicable) shall also be governed by the terms of your applicable Access Agreement or other agreement.

3.4 PROHIBITED ACTIVITIES. You are responsible for all of your activities and those authorized users you permit to access the Site and/or the Services through your facilities in accordance with your Access Agreement or other agreement, if applicable. You may not violate or attempt to violate the security of the Site and/or the Services. Accordingly, you shall not (a) circumvent or attempt to circumvent any security measures designed to control access to the Site and/or the Services or in any way obtain or attempt to obtain unauthorized access to or use of any elements or portion of the Site and/or the Services; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (e) use this Site and/or the Services to infringe the intellectual property rights of others in any way – be advised that it is our policy to terminate the accounts of repeat infringers of copyright; (f) use this Site and/or the Services or make any attempt to penetrate, modify or manipulate this Site and/or the Services or any of FACIL’s hardware or software in order to: invade the privacy of, obtain the identity of, or obtain any personal information about any third party; (g) attempt to interfere with service to any user, host or network, including without limitation, by submitting any harmful code, trojan horse, worm or virus to the Site and/or the Services, any denial of service attack, overloading, mailbombing or attempted crashing of the Site and/or the Services or the software or hardware used in providing the Site and/or the Services; (h) spoof or otherwise impersonate any individual or entity, or forge, delete or alter any part of TCP/IP packet header information in any e-mail or other posting; (i) create "deep links" into pages other than the front page of the Site; or (j) assist or permit any persons in engaging in any of the activities described above.

4. CONSEQUENCES OF UNACCEPTABLE USE.

We reserve all rights, including without limitation the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit and/or criminal prosecution for any alleged or actual illegal activities involving this Site and/or any of the Services, as well as the right to terminate your access to the Site and/or the Services.

5. PRIVACY AND INFORMATION YOU SUBMIT.

At the Site, we may collect your personal information which may be obtained as part of your registration for and use of the Site and/or the Services in accordance with the FACIL Ethical Code.

6. PASSWORDS; SECURITY.

In order to access certain Services offered through the Site, you may be required to pay fees and/or accept additional terms and conditions and in such event you may be provided with a number, code or other sequence or other access information that provides you with access to certain restricted Services (the "**ID**") and to your account (the "**Password**"). You are the sole and exclusive owner of the Password and ID combination. In no event will you disclose to anyone such Password or ID and you agree to treat all such information as strictly confidential at all times. Maintaining the confidentiality and security of your Password and ID is solely your responsibility. You are fully responsible for the use and protection of the Password and ID and for all transactions undertaken by means of any account opened, held, accessed or used via your Password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including, without limitation any loss, theft or unauthorized use of your Password(s), IDs and/or account number(s). If we have reasonable grounds to suspect that the security of your Password has been compromised, we have the right to suspend or terminate your account, refuse any and all current or future use of the Services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any Password or ID. You shall notify FACIL by email to fasteneers@facil.be of any known or suspected unauthorized use of the Services, of any known or suspected breach of security, including, without limitation, loss, theft, or unauthorized use of your Password or ID.

7. REPRESENTATIONS; WARRANTY DISCLAIMER.

Subject to the terms below, FACIL represents that it has the right to license the rights granted under this Agreement.

FACIL makes no representation or warranty, and expressly disclaims any RESPONSIBILITY FOR liability with respect to your use of the Site AND/or the Services or THE RESULTS OBTAINED FROM YOUR USE OF THE SITE OR THE SERVICES, including, but not limited to, LIABILITY ASSOCIATED WITH errors or omissions, libel, infringement OR VIOLATION of rights of publicity, privacy, intellectual property rights, OR moral rights, or the disclosure of confidential information.

MOREOVER, Except for the express warranties stated herein, the Site and the Services are provided on an "as is" AND "AS AVAILABLE" basis, and FACIL disclaims any and all other warranties, conditions, COVENANTS, or representations (express, implied, oral or written), relating to the Site AND/or the Services or to any parts thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. FACIL ALSO makes no warranties respecting AND SHALL HAVE NO RESPONSIBILITY FOR any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program or otherwise. FACIL further expressly disclaims any warranty or representation to any third party.

Notwithstanding anything herein to the contrary, FACIL shall not be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Site AND/or the Services (EVEN IF FACIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN ADDITION, FACIL SHALL NOT BE LIABLE FOR ANY

DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE RESULTS OF YOUR USE OR YOUR INABILITY TO USE THE SITE AND/OR ANY OTHER PART OF THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. BUT, TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF FACIL FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE, THE SERVICES AND/OR THIS AGREEMENT SHALL BE LIMITED TO YOUR DIRECT DAMAGES ACTUALLY INCURRED UP TO TWO HUNDRED FIFTY EURO (€250). IN ADDITION, IF YOU ARE A COMPANY DOING BUSINESS IN CALIFORNIA, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor*" AND PURCHASER HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES THAT MAY APPLY.

8. INDEMNITY.

You agree to indemnify and hold FACIL harmless, and, at FACIL's request, to defend FACIL from and against any claim, demand, cause of action, debt, damage, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to: (i) your use of (or inability to use) this Site and/or the Services; (ii) your violation of the terms and conditions of this Agreement; (iii) the infringement by you, or any other person using your ID, Password and/or account, of any right of any person or entity; or (iv) any other activities of yours accomplished using this Site and/or the Services. You agree to cooperate as fully as reasonably required in the defence of any such claim. FACIL reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you. This indemnity shall be in addition to and not limited by any other indemnity.

9. ORDER OF PRECEDENCE.

This Agreement governs your use of the Site and access to the Services. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional Services on this Site, conflicts with any provision of any other agreement(s) between you and FACIL or any of its related or affiliated entities, the terms of this Agreement, shall, as to the specific subject matter of this Agreement, take precedence over the conflicting term(s) of such other agreement(s). In the event this Agreement conflicts with any provision of your Access Agreement(s) or other agreement(s), the relevant terms of the applicable Access Agreement(s) or other agreement(s) shall take precedence over the conflicting term(s) of this Agreement; provided, however, that the foregoing shall not apply to any terms concerning governing law, jurisdiction, venue, dispute resolution, or any other similar terms.

10. APPLICABLE LAWS.

If you are accessing a FACIL site pursuant to an Access Agreement or other agreement executed by FACIL , the substantive laws of the State of Belgium will govern any dispute arising under this Agreement, without regard to any conflict of law provisions.

If you are accessing a FACIL site pursuant to an Access Agreement or other agreement executed by FACIL , the substantive laws of Belgium will govern any dispute arising under this Agreement, without regard to any conflict of law provisions.

For any and all other access and use of a FACIL, the substantive laws of the State of Belgium will govern any dispute arising under this Agreement, without regard to any conflict of law provisions.

11. DISPUTE RESOLUTION.

If you are accessing a FACIL site pursuant to an Access Agreement or other agreement executed by FACIL , any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, before one (1) arbitrator, in Genk, Belgium and administered by an official Arbitration association in accordance with its then existing Belgian commercial arbitration rules . The arbitrator shall apply the substantive law of Belgium applicable to the claims asserted. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party consents to, and waives any right to object to, jurisdiction with respect to the resolution of disputes hereunder in Genk, Belgium. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including, without limitation, reasonable attorneys' fees and costs. Notwithstanding the foregoing, the parties specifically reserve the right to seek provisional remedies or injunctive relief or other equitable remedy in a court of competent jurisdiction without waiving any right to arbitration.

For any and all other access and use of a FACIL site, the dispute resolution process described above for users and customers of FACIL shall apply.

12. GENERAL.

Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your access to the Services and/or Site under this Agreement if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Services. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Site or in conjunction with the Services. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by FACIL or act as estoppel against later enforcement. Subject to the terms Section 9 (Order of Precedence), this Agreement constitutes the entire agreement between you and FACIL with respect to the specific subject matter addressed herein, and governs your use of the Site and/or the Services, superseding any prior agreements between you and FACIL relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with FACIL pursuant to a registration to access certain features of the Site and/or the Services such as an

Access Agreement or other agreement. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of FACIL. You may not assert any claim or cause of action arising out of or relating to your use of the Site and/or the Services more than one year after the date such claim or cause of action arose. FACIL shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Site and/or the Services resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of FACIL. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

FACIL may terminate this Agreement for any reason at any time without any advance notice to you. Notwithstanding any such early termination, Sections 2 through 12 of this Agreement shall survive any expiration, cancellation or termination of this Agreement.

**BY USING OR ACCESSING THIS SITE AND/OR THE SERVICES, YOU
ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE
LEGALLY BOUND BY THIS AGREEMENT AND THESE TERMS OF SERVICE.**