

4 June 2019

info@veriori.com

www.veriori.com

VERIORI APPLICATION TERMS AND CONDITIONS

Available functions, protection of personal data, license terms.

Dear User!

Thank you for downloading the Veriori Application.

Before you use the Service, please read the Terms and Conditions. They explain the manner and principles of operation of the Service, and also contain important information about your personal data and safe use of the Service.

§1 DEFINITIONS

1. **„Application”** – mobile application – the Veriori application for mobile devices.
2. **„VERIORI SA”** – owner of the Application – Veriori Spółka Akcyjna with its registered office at ul. Aleje Jerozolimskie 142B, 02-305 Warsaw (Poland), entered into the register of enterprises kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS No. [National Court Register No.] 0000717939, NIP No. [Tax ID No.] 7010801662, REGON No. [Statistical ID No.] 369471720, e-mail: info@veriori.pl, <https://pomoc.veriori.pl>, tel: +48 (22) 188-52-91, fax: +48 (22) 188-52-93.
3. **„User”** – a person who uses the Application on a mobile device; it is both a person who performed the registration and a person who uses the Application without registration.
4. **„Newsletter”** – electronic messaging service via which information about the functioning and new features in the Application, as well as promotional or advertising materials are sent.
5. **„Account”** – functionality of the Application activated after registration or logging in of the User in the Application; the User may also use the Application without registration.
6. **„Terms”** – these Terms and Conditions.
7. **„Password”** – a string of characters created by the User. It is used by a registered User to log in to the Application.
8. **„User ID”** (also known as login) – the e-mail address or phone number of the User provided during registration, which becomes a login for the registered User.

§2 GENERAL INFORMATION

1. The Terms of the Application are made available free of charge in the Application, on the website www.veriori.com in PDF format, which allows their downloading, recording and printing.
2. The Application includes registered trade names and trademarks of the respective entities. They are used only for unambiguous product identification.
3. Veriori SA has the rights to the logotype and name of the Application which are protected by law. It is prohibited to use them for any purpose without the prior consent of Veriori SA. The User also undertakes not to reproduce, copy or use information, data or other elements of the Application owned by or licensed to Veriori.

§3 ACCOUNT-RELATED SERVICES

1. In the Application, a service of verification of product authenticity is available, enabling detection of counterfeit products and tracking products within the supply chain, and verification of the authenticity of documents which contain markings generated by producers or owners of documents through the Veriori system. Verification is done by scanning a 2D code, NFC tag or entering V-Code from the Veriori system dedicated to producers and creators of documents who decided to secure them with Veriori markings.
2. The application offers a service to generate a notification informing the owner of a document or product that a counterfeit product or document has been identified by the User. By submitting such a notification via the Application, the User agrees to the forwarding of its content to the owner of the product or document and to the including of the notification in reports generated for the owners by Veriori.
3. The application offers a service generating confirmation of the authenticity of a product or document in the form of a .pdf file.
4. In the application, a GTIN service is available, enabling data collection based on a bar code. Veriori SA shall not be liable for the correct operation, content and quality of the service, because the data are downloaded from external databases.

§4 REGISTRATION AND USER

1. No registration is required to use the Application. It is possible to use it without registration or after the registration process.
2. Both registered and unregistered Users, by installing the Application on their device and using it accept the Terms and the Privacy Policy.
3. A natural person who has legal capacity to accept the Terms and the Privacy Policy may be the User; if a person does not have such legal

capacity because he/she has not reached the legal age to give consent, the person should obtain prior consent of his/her legal guardian to install and use the Application.

4. Creating fake Accounts will result in immediate refusal to provide the Application services and deletion of the Account.
5. The Users' personal data are controlled, processed and secured in the manner described in the Privacy Policy, which the User must accept in order to use the Application.

§5 USAGE AND PAYMENT

1. The Application can be downloaded and used for free. The use of data transfer or voice call services by the User in connection with the download or use of the Application may result in fees charged by the mobile provider that provides telecommunications services to the User.
2. The Application can be used on smartphones with the Android or iOS operating system, Internet access and the Veriori application installed on them. The minimum hardware requirements for comfortable use of the System are an Internet connection speed of 256 kbps and the disk space necessary to install the mobile Application on the device.
3. In order to verify a product or document, the User must grant the Application permission to access the camera on the User's mobile device or the NFC module, if the device is equipped with the NFC function.
4. The User may voluntarily grant the Application permission to access the GPS location of the verified product or document.
5. If the User does not give permission to the access to the location via GPS, the Application may access the location based on the IP (because it is important for the purposes of data analysis), to which the User agrees by accepting the Terms.
6. Veriori informs that it may be necessary for the User to accept the content or terms of third parties, such as manufacturers or distributors of equipment or operators of application stores, to download the Veriori Application.
7. Due to the continuous development of the Application, some functionalities may be temporarily or permanently unavailable on specific devices or operating systems or may not function properly. Due to the variety of device configurations and operating system settings, Veriori cannot provide full operability of the Application and its operation on all devices or in all configurations. The User should contact Veriori support (support@veriori.com) in the event of doubts as to the suitability of the device.

8. When using links redirecting to other websites placed in the Application by owners of products or documents, Veriori recommends using the latest versions of web browsers for the User's security.
9. The User may not:
 - (a) share the data that allow logging in to the Account with other persons;
 - (b) post on the website content that is vulgar, obscene, profane, scandalous or that otherwise infringes the principles of community life;
 - (c) promote content violating or likely to violate personal interest of others or their other rights, including copyright;
 - (d) use threats or insults;
 - (e) post any illegal content, in particular content advocating racial, ethnic, religion-based hatred, sexually explicit or pornographic content, content approving fascism, Nazism, communism, content promoting violence, offending religious feelings or religious/state symbols;
 - (f) promote other websites, post any promotional or advertising content on the Website, except when the User is entitled to do so under an agreement previously concluded with Veriori;
 - (g) use programs (bots) that create queries to the System – all such activities can be considered as DoS attacks;
 - (h) carry out any activities that may hinder or destabilise the operation of the Application. The activities that may hinder or destabilise the operation of the Application include attempts to disrupt or cut off access to Accounts of other Users (DoS, DDoS attacks, DNS spoofing), phishing (faking information that identifies the User), pharming, introduction of malware to the networks or computers, unauthorised scanning of the network or other Users' or Veriori computers, unauthorised monitoring of network traffic or other attempts to intercept information from or to other Users, unauthorised attempts to break the security of the Application or User Accounts, use of programs, scripts or commands that disrupt other User's session, taking over IP addresses and sending, collecting, selling or distributing unsolicited e-mail correspondence (spam).
10. Veriori may call the User violating the terms of use of the Application or the laws to cease such activities immediately.
11. In the case of non-compliance with the Terms, temporary blockades may be imposed on all or part of the functionalities of the Application used by the User, and the content of the User violating the Terms or the laws may be

removed after sending information by Veriori to the User about the violation of the Terms and calling the User to immediately cease the violations.

§6 LICENCE

1. Upon the installation of the Application, Veriori grants the User a non-exclusive licence to use the Application on the terms set out in this clause. The licence granted is non-exclusive, non-transferable, and cannot be sublicensed.
2. The licence is granted for an indefinite period of time and without any territorial restrictions.
3. Based on the licence granted, the User has the right to duplicate the Application to the extent necessary to install and use it on the User's mobile devices, if these activities are undertaken for the purpose of using the Application in accordance with the Terms. This subclause applies only to the AppStore and Google Play.
4. Subject to § 6 subclause 3 (above) and exceptions resulting from the mandatory provisions of law, the User is not entitled to duplicate the Application in any other way or to translate, adapt, change the layout or make any other changes to the Application.

§7 TECHNICAL SUPPORT AND USER'S NOTIFICATIONS RELATED TO OPERATION OF THE APPLICATION.

1. Technical support for the Application is implemented by providing the Users with contact phone number +48 22 188 52 91, open from 9.00 a.m. to 4 p.m. on business days.
2. The Users may send possible questions, comments or suggestions regarding the Application and its functionality electronically to the following e-mail address: support@veriori.com.

§8 FINAL PROVISIONS

1. The User may stop using the Application at any time by uninstalling it from the mobile Device.
2. Veriori shall have the right to terminate the agreement if the User violates the provisions of the Terms in a gross or persistent manner, despite Veriori's notice requesting the User to stop the breach and setting an appropriate time limit for it. Veriori's notice of termination shall be sent to the User's e-mail address or delivered in a different way, allowing the User to read it.
3. The Terms may change with new releases of the Application. The change shall be binding on the Users who install such a release of the Application and accept the amended wording of the Terms.

4. Veriori reserves the right to change the Terms in order to take into account changes in legal regulations, changes of functions offered via the Application, introduction of new services in the Application, better protection of the Users' interests and clarification of issues of concern.
5. A change of the form and nature of running the Application, in particular a change of graphics of the Application, addition of new functionalities in the Application, etc., does not constitute a change to the Terms, unless such changes are contrary to the provisions of the Terms.
6. Changes to the Terms are published on the Veriori website (www.veriori.com) in the form of information about the change and the planned date of its entry into force. The User may additionally be notified of the change by e-mail sent to the address provided by the User or may receive such notification via the User Account or the Veriori Application.
7. If any provision of the Terms is held to be invalid or ineffective in the manner prescribed by law, it shall not affect the validity or effectiveness of the remaining provisions of the Terms. Such an invalid provision will be replaced by a provision that approximates the purpose and intent of the invalid provision and the entire Terms.