

TERMS & CONDITIONS APPLICABLE TO BRILLIANT

All Terms & Conditions applicable to Brilliant, including Privacy Policy, any license agreement(s) and other posted documents (collectively “Terms & Conditions”) govern the access to, and use (as a member) of Brilliant. The knowledge base Brilliant, offered through the website brilliant.vito.be allows a member to consult technologies developed by the community of Brilliant partners. Brilliant is operated and managed by VITO nv, having its registered office at Boeretang 200, 2400 Mol (“VITO”, “we”, “our” or “us”).

Terms & Conditions constitute the entire and only agreement between a member and a Brilliant partner and supersedes all other agreements, representations, warranties and understandings with respect to Brilliant and the information contained therein. The applicable Brilliant Terms & Conditions are available through the link provided on the webpage “About Brilliant”.

1. Membership - Username & password

Upon acceptance of your application for membership, you will be provided with a username and password by e-mail in order for you to be able to gain access to Brilliant and have an insight in the presented technologies that you are authorized to use for internal evaluation purposes only.

You must use all reasonable efforts to keep your username and password confidential. You must not allow any third party to access and use Brilliant using your password and make use of Brilliant on your behalf.

You are and remain responsible for each and every access and use of Brilliant that occurs in conjunction with your username and password. Therefore, you must notify the Brilliant administration in writing via info.brilliant@vito.be as soon as possible if you become aware of any unauthorized access and use of your member account, username and password.

Use of your username and password is conclusive evidence that you have accessed the membership sections of Brilliant.

2. Membership fee

2.1. Membership of Brilliant is free of charge. The community of Brilliant partners, however, reserves the right to change the membership fee policy at any time.

2.2. For activities organized within the framework of Brilliant such as e.g. seminars, workshops a.o., each Brilliant partner or organizer reserves the right to request a fee.

3. Licenses

As a member, subject to the Terms and Conditions, you are entitled to consult the full range of Brilliant technologies. The product portfolio contains three (3) levels of products with different licensing conditions; level Silver (Ag), level Gold (Au) and level Platinum (Pt). The owner(s) of the technology is clearly stated on each technology page.

3.1. Silver technologies

For Silver (Ag) level technologies, you may obtain a license, if the owner is still free to do so, free of charge, subject to the acceptance and signature of the [License Agreement](#).

A request for license may be launched by clicking the “Request License” button that appears on every Ag-labelled technology page.

User rights are non-exclusive, non-transferable and revocable and can only be obtained by a legal entity for which the License Agreement should be signed by its legal representative (“Licensee”).

Each Brilliant partner reserves the right to refuse the grant of a license if there is a conflict with a pre-existing agreement between parties. Each Brilliant partner reserves the right to abandon the patent rights, but uses reasonable effort to maintain the patent rights until the date as posted on each Ag-labelled technology page.

If licensee is interested, each Brilliant partner may discuss the transfer of the patent rights to licensee to prosecute and/or maintain the patent rights in its own name. This request should be made in writing by email (info.brilliant@vito.be) and at least three (3) months prior to the posted date.

Upon expiry of the date notified on the applicable product page or otherwise communicated by the owner of the technology, the patent rights will no longer be maintained after which these will be irrevocably lost.

3.2. Gold and Platinum technologies

For level Gold (Au) and Platinum (Pt) technologies, a license may be obtained for other purposes than internal evaluation purposes against non-discriminatory, fair and reasonable conditions. A request for information and your personal valorization or commercialization opportunities may be launched by clicking the “Get in touch” button that appears on every technology page. You will then be put into contact with one of the Brilliant partners as the owner of the technology. The granting of a license is conditional on the acceptance of specific conditions aimed at ensuring that the Level Au and/or Pt technology will be used only for the intended agreed purpose and appropriate conditions (e.g. confidentiality, financial, disclaimer of warranty and limitation of liability) are in place. The foregoing notwithstanding, no Brilliant partner is obliged to grant any license if the terms and conditions of such license agreement are in conflict with the terms of a pre-existing agreement between parties or if any limitation known to the licensor exists, affecting the granting of such license on the applicable Level Au or Level Pt technology.

4. Changes

The community of Brilliant partners reserves the right to change at any time:

- in whole or in part the Terms and Conditions;

the latest version of the Terms and Conditions will be posted on Brilliant. Your continued use of Brilliant and the data made available on or through Brilliant after such changes are posted will be considered acceptance of the changes of the Terms and Conditions;

- any and all features of Brilliant and/or data made available on or through Brilliant without specific notice to you.

5. Intellectual Property

5.1. The ownership in and to Brilliant is owned by VITO and the data made available through Brilliant is owned by a Brilliant Partner (alone or together with one or more partners). The use by a member of Brilliant does not grant that member any ownership or other rights except where clearly specified (license).

5.2. Trademarks. Brilliant may contain trademarks in the name of a Brilliant partner or third party(ies). Your use of Brilliant does not confer to you any right or license to use such trademarks without the prior permission of the trademark owner.

5.3. Links to website(s). Brilliant may contain links to third party websites. By linking to these websites, no affiliation is created in any way with such third party websites, neither may these websites be deemed to be sponsored by any of the Brilliant partners. The inclusion of links within the Brilliant website does not constitute an endorsement, guarantee, warranty or recommendation of such third party website.

6. Disclaimer of warranties

6.1. Brilliant is available 24 hours a day, seven days a week or as otherwise indicated on Brilliant. However, VITO may, in its absolute discretion and for any reason (e.g. maintenance) at any time, with or without notice interrupt or suspend the right to access the whole or any part of Brilliant. VITO will not be liable to any user for any loss or damage that may be suffered as a result or consequence of the interruption or suspension of Brilliant.

6.2. BRILLIANT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS). VITO DOES NOT CLAIM THAT BRILLIANT IS A COMPLETE KNOWLEDGE BASE AND THEREFORE VITO IS NOT LIABLE FOR THE INCOMPLETENESS OF THE DATA. VITO CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULT FROM THE USE OF BRILLIANT. VITO HAS NO LIABILITY WHATSOEVER FOR THE USE OF BRILLIANT AND THE DATA CONTAINED OR REFERENCED THEREIN. THE USE OF BRILLIANT AND ITS CONTENT IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY RESULTING DAMAGES.

7. Limitation of Liability

7.1. To the extent authorized by mandatory law, no Brilliant partner, will be liable for any claims, losses and/or damages of any nature arising or resulting from (a) your use or inability to use Brilliant, (b) the data provided (except where it is expressly stated that responsibilities are with a Brilliant partner) or (c) statements or claims of third parties.

7.2. IN NO EVENT WILL ANY BRILLIANT PARTNER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING FOR ANY LOSSES ARISING FROM YOUR USE OF BRILLIANT AND ITS CONTENTS, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF ANY BRILLIANT PARTNER TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS THE FORM OF ACTION (INCLUDING NEGLIGENCE) WILL BE LIMITED TO YOUR CEASING TO USE BRILLIANT.

7.3. You agree to indemnify and hold harmless any Brilliant partner from and against any and all liability, loss, demands and claims related to your use of Brilliant and its data.

8. Confidentiality - Personal Information

8.1. You are not authorized to disclose any materials and/or information made available through Brilliant to any third party unless such materials and/or information are/is publicly known. Unless otherwise expressly provided herein or in license agreement(s) (if applicable), you are only authorized to use the materials and/or information made available through Brilliant for internal evaluation purposes only.

8.2. Personal information provided to VITO will be dealt with in accordance with the VITO Privacy Policy.

9. Term and termination

9.1. Unless terminated earlier as provided herein, the term starts as from the moment your membership is accepted and continues as long as you have access to Brilliant in accordance with the Terms and Conditions.

9.2. You acknowledge that if you breach any of the Terms and Conditions, VITO reserves the right to immediately terminate your membership without notice and deny you the access to the full Brilliant knowledge base.

9.3. You are entitled to terminate your membership at any time by providing us written notice thereof (by e-mail to info.brilliant@vito.be).

9.4. You understand that if your membership is terminated, you lose access to and use of the full Brilliant knowledge base. The articles intending to survive this termination (e.g. articles 5 through 7) remain in force after such termination. Upon termination of your membership for whatever reason, you acknowledge and agree that all fees you paid to VITO and/or any other Brilliant partner in respect of Brilliant will not be reimbursed by VITO and/or any other Brilliant partner.

10. General

10.1. The Terms and Conditions are legally binding and construed and governed by the laws of Belgium, without reference to its conflict of law principles. The parties agree that all disputes arising in any way out of this legal bond shall be heard exclusively in, and all parties irrevocably consent to the jurisdiction and venue in Brussels (Belgium).

10.2. You agree to comply with all applicable laws when using Brilliant. You are not permitted to use Brilliant or any of the data made available for purpose which is unlawful, harmful or objectionable. You are not permitted to do anything which may disrupt in any way the operation of Brilliant, nor are you permitted to do anything which would disrupt the use of Brilliant and the data made available by any other use. The community of Brilliant partners or any Brilliant partner reserves the right to investigate complaints on reported violations of the Terms and Conditions after which any action deemed appropriate can be taken against you, including termination of your membership.

10.3. No party shall be entitled to act or to make legally binding declarations on behalf of any other party. Nothing herein shall be deemed to constitute a joint venture, agency, partnership or any other kind of formal business grouping or entity between the parties.
