
TERMS OF USE WEBSITE

GENERAL

These Terms of Use apply to all websites and web-based portals operated by Luceda NV, Reigerstraat 8, 9000 Ghent, Belgium (registered with the Crossroads Bank for Enterprises under number 0553.769.733), including www.lucedaphotonics.com and the Luceda Customer Portal (the "**Website**").

Any person who accesses or uses the Website, whether as a casual visitor or as a registered user of the Customer Portal, is considered a user (hereinafter the "**User**").

By using the Website or by logging into the Customer Portal, the User explicitly accepts these Terms of Use and undertakes to comply with them. If the User does not agree with these Terms of Use, they must immediately refrain from any use of the Website and the Customer Portal.

In case of violation of these Terms of Use, Luceda reserves the right to deny or suspend access to the Website and/or the Customer Portal immediately and without notice, without prejudice to Luceda's or any third party's rights to claim damages for any direct or indirect losses incurred as a result of the violation.

Luceda reserves the right to change these Terms of Use, in whole or in part, at any time at its sole discretion and without notice. The most recent version will always be available on the Website. It is the User's responsibility to check these Terms of Use regularly. Continued use of the Website after such changes constitutes acceptance of the revised Terms of Use.

USE OF THE WEBSITE

Provided that the User fully abides by the provisions of these Terms of Use, Luceda grants the User a non-exclusive, non-transferable, and revocable licence to access and display the content of the Website for informational purposes.

Regarding the Customer Portal, the following additional rules apply:

- (a) Access to the Customer Portal is strictly personal and linked to the User's specific login credentials. The User is responsible for maintaining the confidentiality of their account information and password.
- (b) Any software, design kits, or technical documentation downloaded through the Customer Portal remains subject to the specific license agreements accepted by the User or their employer. The User is prohibited from sharing downloaded materials with third parties unless expressly permitted in writing by Luceda.
- (c) The User undertakes not to commit any acts that may disrupt the proper functioning of the Website or the Customer Portal, including but not limited to the use of automated "crawlers," "bots," or scripts to scrape data, nor any attempts to circumvent security measures or access levels.

Luceda may, at its sole discretion and without notice, suspend or terminate the User's access to the Website or the Customer Portal in case of suspected abuse, improper use, or violation of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

All brands, copyrights, patents, database rights, and other intellectual property rights applicable to the Website and the Customer Portal (including but not limited to software, code fragments, design kits, technical documentation, and the Luceda Academy content) belong at all times to Luceda and/or its licensors.

The Website, including its texts, layouts, drawings, photos, films, graphics, and technical specifications, constitutes a work protected by copyright and, where applicable, by database legislation.

The User is strictly prohibited from:

- (a) Copying, adapting, modifying, translating, or arranging the whole or any part of the Website or Customer Portal.
- (b) Publicly communicating, renting, or exploiting any part of the Website in any form or by any means (electronic, mechanical, or otherwise).
- (c) Decompiling, reverse engineering, or disassembling any software or code snippets found on the Website or provided through the Customer Portal;

The designations, logos, and other signs used on the Website (including but not limited to the "Luceda" name and logo) are registered and unregistered trademarks and/or trade names. Any use thereof, or of confusingly similar signs, is strictly prohibited without the prior written consent of Luceda. Any infringement of these rights may result in civil and/or criminal prosecution.

LIABILITY

The Website, including the Customer Portal, contains general and technical information only. Luceda does not provide professional services or binding advice through the Website itself. Before making any decisions or taking any steps that may affect your designs, business, or finances, the User should consult a qualified Luceda professional or refer to the specific terms of their agreement with Luceda.

The limitations and exclusions of liability stated herein apply to Luceda, as well as to its affiliates, directors, employees, and independent contractors.

The Website and the Customer Portal are provided on an "as is" and "as available" basis. Luceda makes no representations or warranties of any kind, whether express or implied, including warranties of merchantability or fitness for a particular purpose. Specifically, Luceda does not guarantee that:

- (a) The Website is secure, error-free, accurate, or free of viruses or malware;
- (b) The Website will meet any particular functional or quality criteria;
- (c) That any defects will be corrected;
- (d) The technical documentation or code snippets provided are free of bugs or suitable for every specific hardware configuration;
- (e) That third-party content or links are accurate or non-infringing.

Luceda shall not be held liable (contractually or extra-contractually) for any direct, indirect, incidental, or consequential loss or damage arising from:

- (a) Any inaccuracies, omissions, or outdated information on the Website.

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- (b) The User's reliance on information found on the Website.
 - (c) Damage caused by viruses, system errors, or unauthorized third-party access (hacking).
 - (d) Any interruption or technical failure of the Website. Luceda reserves the right to terminate or restrict access at any time without notice for maintenance or security reasons. Luceda is not liable for any interruption or discontinuation.

TO THE FULLEST EXTENT PROVIDED BY LAW AND TO THE EXTENT NOT OTHERWISE AGREED TO IN WRITING BETWEEN THE USER AND LUCEDA, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF LUCEDA AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF €100 (ONE HUNDRED EUROS) OR THE AMOUNT THE USER HAS PAID TO LUCEDA FOR THE APPLICABLE WEBSITE CONTENT IN THE LAST 12 (TWELVE) MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY RESULTING FROM LUCEDA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

PRIVACY AND COOKIES

Luceda is committed to protecting the privacy of its Users. To provide access to certain features of the Website and the Customer Portal (such as software downloads, support tickets, and account management), Luceda may process personal data belonging to the User.

- **Privacy Policy:** All processing of personal data through the Website and the Customer Portal is performed in accordance with the applicable data protection legislation (including the GDPR). For detailed information on how Luceda collects, uses, and protects personal data, and to understand your rights as a data subject, please consult the Luceda Privacy Policy <https://www.lucedaphotonics.com/privacy-policy>
- **Cookie Policy:** The Website uses cookies to enhance the user experience and analyze website traffic. Some cookies are essential for the secure functioning of the Website and Customer Portal. For more information on the types of cookies used and how to manage your preferences, please consult the **LUCEDA Cookie Policy** <https://www.lucedaphotonics.com/cookie-policy>
- By using the Customer Portal, the User acknowledges that the collection of certain personal data is necessary for the performance of the services and the security of the account.

THIRD-PARTY LINKS AND CONTENT

The Website may contain links to third-party websites, services, or content that Luceda does not own, operate, or control. Luceda does not review, monitor, or endorse third-party content.

Luceda is not liable for:

- (a) The accuracy, completeness, legality, or quality of third-party content;
- (b) The privacy practices or security of third-party websites;
- (c) The availability or functionality of third-party services;
- (d) Any damage caused by your use of third-party content or services;
- (e) Viruses or malware on third-party websites.

The User accesses third-party websites entirely at their own risk and subject to the terms of use and privacy policies of those third-party websites. Luceda may remove any link at any time without notice.

MISCELLANEOUS PROVISIONS

The nullity, invalidity, or unenforceability of one or more provisions of these Terms of Use shall not result in the nullity or invalidity of the document as a whole. Any provision that is wholly or partially void or unenforceable shall be deemed unwritten, while the other provisions shall remain in full force and effect. The invalidated provision shall be replaced by a valid provision that approximates the original intention of Luceda as closely as possible.

Any failure or delay by Luceda in exercising a right arising from these Terms of Use shall not be considered a waiver of that right. The non-exercise or partial exercise of a right shall not prevent the subsequent exercise of that right or any other right.

The use of the Website and the Customer Portal is exclusively governed by Belgian law. The courts of Ghent (Belgium) shall have exclusive jurisdiction over any disputes arising from or related to the use of the Website or the Customer Portal.