

TERMS OF USE AND SERVICE

Introduction

The Genius Objects application (the “Application”) enables the operation of the Associated Service (the “Associated Service”) with a product equipped with Genius Objects technology (the “Product”).

The **Associated Service** refers to all of the current functionalities of the **Product** and the **Application**, which include but are not limited to: Check-list (for SmartZip products only), geolocalization, opening alert, non-forget alert and all others services that Genius Objects may offer in the future.

Genius Objects application is available in Android and iOS versions via the App Store and the Google Play Store. Anyone purchasing a Genius Objects device declares that he is aware of the fact that the **Associated Service is only working with smartphones that possess the Bluetooth® Low Energy technology.**

To use the **Associated Service**, you will need to register online, which requires you to accept the following provisions. If you do not wish to accept these provisions, you will not be able to continue the registration and must interrupt it immediately and leave the Application.

If you have any questions, please contact our customer service at support@genius-objects.com.

Please read the following text carefully. We may modify or update these conditions at any time.

Your obligations related to the Product and the Application

You must use the **Product** and the **Associated service** exclusively in a benevolent manner.

The **Associated Service** is not an anti-theft device and cannot identify/recognize the legitimate owner of the **Product**. Therefore, it cannot detect an illegitimate or unauthorized holder. The **Product** does not behave like a GPS beacon and therefore cannot be used to geo localize the Product, and is therefore not particularly suited to prevent theft.

The product is not washable, not waterproof, you have to refrain from putting it in contact with any liquid or to putting in a washing machine which would cause irreversible malfunctions ending the product warranty.

The product contains an electronic card hidden in a small internal pocket, any direct contact of this electronic card with liquid, creamy, pasty, sticky or metallic substances could cause irreversible malfunctions ending the product warranty.

The Product must be used and stored under ambient temperature conditions, exposing it to extreme temperatures which may damage the product or cause irreversible malfunctions that will end the product warranty.

The Application cannot be downloaded during certain maintenance operations.

You must create a Genius Objects account and communicate certain of your personal data, which must be accurate (your “Account”); access to your Account is restricted by the use of a confidential password. You must keep this password strictly confidential and ensure that you do not communicate it to anyone. Failing this, third parties may usurp your identity and harm you. You must respect the accounts opened by any other user and not attempt to access them without authorization.

We cannot be held responsible for any direct or indirect material or immaterial damage caused to you or to third parties such as theft, loss and forgetting of valuables, it being understood that the functions of the Associated **Service** such as the check-list (for SmartZip products only), the localization, the opening alert, the non-forget alert and any other services that Genius Objects could propose in the future, are only notifications and reminders which cannot guarantee not to forget an object of value or avoid its theft. Genius Objects declines all responsibility for the possible consequences of these nuisances and their financial impact on your personal, professional or commercial activities, the **Product** and the **Associated Service** cannot replace all the precautions to be taken to avoid losing your personal items.

You must not use the **Application** or the **Associated Service** to break the law, monitor people or harm anyone, in any manner whatsoever. In particular, you must refrain from any action aimed at reducing or deteriorating the performances of the **Application** or the **Associated Service**, especially by creating potential overloads that limit access to the **Application** or the **Associated Service** for third parties.

Subject to the applicable legal provisions, you must refrain from any decompilation or other manipulation attempting to access the source code of the **Application** or the **Product**.

Any use that is likely to cause harm to anyone or any inappropriate use of the application and/or to the Genius Objects device is strictly forbidden.

You acknowledge and accept that the **Application**, all of its contents and its functionalities must be used exclusively to allow you to activate and operate the **Product** or the **Associated Service**; they are subject to legal protection by copyright, database rights, trademark laws, patent law, unfair competition law, know-how protection or any other legal protection. You must not copy, reproduce, distribute, publish, modify, adapt, transfer or assign the **Application** in any manner whatsoever that is not expressly authorized our company Genius Objects SAS. Failing this, civil, administrative or criminal sanctions may be brought against you.

Please consult the Privacy Policy (<https://genius-objects.com/support/tintamar/en/privacy.pdf>) to know your rights concerning the collection and use of personal data concerning yourself.

Considering technical constraints related to the Application, we cannot guarantee a perfect functioning, especially due to the inconveniences or damages inherent to the use of the Internet network, such as outside intrusions, the presence of computer viruses, etc. Moreover, pursuant to the law, we disclaim all responsibility if the non-execution or improper execution of our obligations can be attributed to either your own behavior, or to an unexpected and insurmountable behavior of a third party to the contract, or to a case of force majeure.

No responsibility shall be assumed if the partial or complete non-execution of the obligations of either party is caused by a case of force majeure, i.e. an unstoppable event within the meaning of this document.

The Terms of Use and Service represent all of the agreements established between the parties with the purpose of governing their objective.

If any one of the provisions of the Terms of Use and Service is declared void in whole or in part, the other provisions shall still remain applicable in their whole, by renegotiating the cancelled provision in good faith.

The Terms of Use and Service are subject to French law. For settling any disputes that may result from the application of the Terms of Use and Service, you are informed of the possibility of having recourse to a conventional mediation procedure or any other alternative method of settling disagreements before planning to bring the dispute before the courts. If no amicable accord can be reached according to the specific applicable terms that shall be provided to us in case a disagreement occurs, only French Courts shall have the necessary jurisdiction.

For any questions or information concerning the Application or the provisions of the Terms of Use and Service, please contact us by email: support@genius-objects.com .

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