

Exclusive Networks - General Terms and Conditions of Use

These General Terms and Conditions of Use (hereinafter referred to as "Terms and Conditions of Use") shall apply to any and all use by a user (hereafter referred to as "You", "User" or "Client") of the platform ("Platform") implemented by Exclusive Networks.

1. Right to Access/Use the Platform and Platform Functionality/Services

Subject to these Terms and Conditions of Use, Exclusive Networks and its affiliates (hereafter "Exclusive Networks") grant You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use specific parts of the Platform and its functionalities/services. Access is granted solely through credentials provided by Exclusive Networks. Unauthorized access beyond what is explicitly authorized by Exclusive Networks is prohibited. Sharing credentials with others is strictly forbidden.

Your use of this Platform and its functionalities/services constitutes Your acceptance of this Terms and Conditions of Use.

2. Access/Use Restrictions; Protection of the Platform and Exclusive Network's Interests

You agree to the following restrictions:

- You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit the Platform or its functionalities/services.
- Usage for harassment, threats, or any form of damage to individuals or property is prohibited.
- You shall not publish, send, or store illegal, infringing, defamatory, or obscene materials.
- Introducing malicious code or interfering with the integrity or performance of the Platform is forbidden.
- Unauthorized access attempts to any part of the Platform or its systems/networks are prohibited.
- You shall not perform or disclose any benchmarking, availability, or performance testing without Exclusive Network's prior written consent.
- Reverse engineering, decompiling, or disassembling the Platform or its components is strictly prohibited.
- The Platform is not to be used for any time-critical, mission-critical, or legal functions.

3. Warranty Disclaimer

The Platform and its functionalities/services are provided "as is." Exclusive Networks disclaims any and all warranties, whether express or implied, including but not limited to warranties of design, fitness for a particular purpose, merchantability, non-infringement, and title. Exclusive Networks does not guarantee that:

- Data or information provided through the Platform is accurate.
- The Platform will meet your requirements or function with any specific hardware or software.
- Access will be uninterrupted or free from third-party disruptions or hacking attempts.

4. Limitation of Liability

Exclusive Networks and its affiliates shall not be liable for any damages, whether direct, indirect, incidental, consequential, or punitive, arising from or related to Your use of the Platform. This includes loss of revenue, profits, business, or data. Your sole remedy for dissatisfaction with the Platform is to discontinue its use. Exclusive Network's total liability, if any, shall not exceed the value paid by You for the specific training.

5. Indemnification

You agree to indemnify, defend, and hold harmless Exclusive Networks and its affiliates from any and all losses arising from:

- Unauthorized access or usage of the Platform using Your credentials.
- Usage of the Platform beyond the rights granted.

- Any third-party claims related to Your access or use of the Platform.
- The introduction, transmission, or dissemination of any harmful, unlawful, or prohibited content via the Platform, including but not limited to viruses, malware, or illegal materials.

6. Ownership Rights

Exclusive Networks retains all ownership and intellectual property rights to the Platform and its functionalities/services. This includes source code, algorithms, documentation, and any related work products. Exclusive Networks also owns all data generated by Your use of the Platform and has a perpetual, royalty-free license to use any feedback or suggestions You provide.

7. Updates, Modifications

Exclusive Networks may, at its discretion, provide updates or fixes to the Platform but is under no obligation to do so. Exclusive Networks reserves the right to revoke access to the Platform at any time, especially in cases where the user's identity is in question or for any security-related concerns.

8. Compliance and Security

You are responsible for maintaining commercially reasonable security measures, including virus protection and firewalls. Exclusive Networks reserves the right to demand proof of such measures and to terminate access in the absence of such proof.

9. Assignment

Except to the extent of assignment rights guaranteed by applicable law, Your obligations and rights hereunder are not assignable. Exclusive Network's obligations and rights hereunder, on the other hand, are freely assignable without notification or restriction.

10. No agency.

Nothing contained herein shall be construed as creating an agency, joint venture, partnership or similar relationship between You and Exclusive Networks.

11. Validity.

If/to the extent any provision of these Terms and Conditions of Use is held to be unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent allowed by law consistent with the terms hereof and the remainder of these Terms and Conditions of Use shall continue in full force and effect.

12. No waiver.

The failure by Exclusive Networks to insist upon strict compliance with any provision of these Terms and Conditions of Use shall in no way constitute a waiver of any of your obligations or Ramboll's rights hereunder, whether at law or in equity, including, without limitation, the right to insist on strict compliance thereafter.

13. Notices.

Any notices given to You hereunder will be sent to the email address associated with Your use of the Platform and Platform functionality/services.

14. Data Privacy.

Exclusive Networks is subject and acts in compliance with international regulations regarding data privacy such as European Regulation 2016/79 of April 27, 2016 (GDPR) as well to local legislation applicable in the countries where Exclusive Networks operates. Exclusive Networks implements the necessary measures to ensure the security of the personal data communicated. Personal data is collected and used solely for the purposes of Exclusive Networks' professional and/or legal relations and to enable the identification of its interlocutors and/or stakeholders and to proceed with the provision of the training services. It is kept for the period necessary for the purpose of its collection and, at a minimum, for the legal retention period of the documents in which it appears. Any person has the right to access, update, rectify and delete personal data concerning him/her. The request should be addressed to Exclusive Networks' Data Protection Officer by mail at dpo@exclusive-networks.com. For the purposes of the Agreement, Exclusive Networks may be required to

disclose personal information about its employees. The Customer undertakes to apply the GDPR and/or any local privacy applicable legislation, to implement the necessary measures to ensure the security of the personal data communicated and to use them exclusively for the purposes of these Agreement.

Please see Exclusive Network's privacy policy: <https://www.exclusive-networks.com/exclusive-networks-privacy-policy/> .

15. Governing Law and Jurisdiction

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the registered address of each party is located, without regard to its conflict of law principles. In the event that the parties are registered in different states, the substantive law of the state where the defendant's registered address is located shall apply, unless otherwise mutually agreed in writing by the parties.

Jurisdiction: Each party irrevocably submits to the exclusive jurisdiction of the courts of the state in which its registered address is located for the resolution of any disputes arising out of or relating to this Agreement. Where the parties are registered in different states, any legal action shall be brought in the courts of the state where the defendant is registered, unless otherwise mutually agreed.

Alternative Dispute Resolution: Prior to commencing any legal proceedings, the parties agree to attempt to resolve any dispute through good faith negotiations. If negotiations fail, the parties shall submit the dispute to mediation or arbitration in accordance with the laws and procedures of the state where the defendant's registered address is located, unless mutually agreed otherwise.

16. Cookies

The Exclusive Networks uses cookies.
Please read the cookie policy: <https://www.exclusive-networks.com/legal-compliance/website-cookie-policy/>
