



TERMS OF USE

SYNOPSIS OF TOU

This is a summary of the Skills Intelligence Terms of Use ("ToU") which govern your use of Skills Intelligence' services through its platform www.skillsintelligence.com ("Platform"). The full text of the ToU is available at www.skillsintelligence.com/terms-of-use. This summary is for ease of reference only.

1. The Skills Intelligence Platform is offered to you by Skills Intelligence B.V. We provide the Platform for our customers or licensees with whom or with which we have an agreement ("Customer") for their own use and, if applicable, managers, testers, trainers, coaches, (other) employees, clients and other end users ("End User").
2. End Users ("you") may use the Platform to upload, record, monitor and access personal data, test data and skills.
3. All our End Users must be registered as user and legitimate access to our Platform requires a valid Account. Please note that the level of access to your account and Services may depend on the existence of our contract with a Customer which provided access to your account.
4. Please read these ToU carefully before you start to use our Platform as these will apply to your use of our Services.
5. You should keep your username and password to access the Platform confidential to avoid unauthorised access.
6. We are not responsible or liable for the Data or accuracy of any Data uploaded or downloaded by you or any other user of our Platform.
7. In case of any questions you can always contact us by e-mail at contact@skillsintelligence.com

Skills Intelligence is a platform operated by Skills Intelligence B.V. ("we"). We are a private company with limited liability registered in the Netherlands registered at the Chamber of Commerce under number 68574207 and have our registered office and principal place of business in Eindhoven, the Netherlands. Our VAT number is 857503200B01.

These Terms of Use ("ToU") govern the use of our Platform. The users of the Platform ('you') are permitted to access and use the Platform and other services subject to the following terms and conditions only.

1. APPLICABILITY

- 1.1 These ToU (together with the documents referred to in it) tell you the terms of service on which you may make use of our online platform accessible through www.skillsintelligence.com ("Platform") as a registered user.
- 1.2 Use of our Platform includes but is not limited to, logging in to use our Platform, accessing, browsing, and storage of data.
- 1.3 Please read these ToU carefully before you start to use our Platform as these will apply to your use of our services. We recommend that you save or print a copy of this for future reference.
- 1.4 By using our Platform, you confirm that you accept these ToU and that you agree to comply with them. If you do not agree to these ToU, you must not use our Platform.

2. SERVICES

- 2.1 We provide the Platform for our customers with whom or with which we have an agreement ("Customers") and, if applicable, for the use by, if applicable, managers, testers, trainers, coaches, (other) employees, clients and other end users ("End Users").
- 2.2 End Users with an Account may use the Platform to upload, record, monitor and access personal data, test data and skills (together: "Services").
- 2.3 End Users may have access to the Services, under the terms and conditions of these ToU.
- 2.4 You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these ToU and other applicable terms and conditions, and that they comply with them.

3. COSTS AND PAYMENT

- 3.1 We charge Customers for the Access to our Platform and for our Services as agreed between us and the Customer.
- 3.2 You agree to provide us or the Customer with current, complete and accurate data and account information necessary to provide Services through our Platform. You agree to promptly update your account and other information in case of changes.

4. YOUR ACCOUNT AND PASSWORD

- 4.1 If you choose a username and password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 4.2 You are responsible for the access to and maintenance of all equipment used in conjunction with the terms of service. This includes all computers, software, and any communication equipment used for our Services.
- 4.3 If your account is linked to a Customer, access to your account and to our Services, is subject to the existence of our contract with the Customer who or which provided the access to your account.
- 4.4 We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these ToU.

5. OUR INTELLECTUAL PROPERTY RIGHTS

- 5.1 We and our licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Platform and our Services and any technical requirements and end-user documentation made available to you by us and used in connection with, or generated by, the Platform.
- 5.2 We reserve all rights not expressly granted to you in these ToU. We retain title and interest in and to any and all existing and future intellectual property rights and all rights related to it, including the licensed intellectual property rights with regard to the Platform and Services. We may also license rights owned by third parties with whom we have agreements.
- 5.3 We hereby grant to you and you accept a nonexclusive license to use the Platform ("License"). You have only the limited rights to use the Platform as are expressly granted to you under this ToU and in other written licenses for Services, and no other rights are granted or conveyed, or will be deemed to be granted conveyed, whether by implication, estoppel, or otherwise.
- 5.4 The License is effective upon your clicking the "Accept" button. We may terminate the License upon the breach of any term hereof by you or by the Customer your access is depending on.
- 5.5 Upon any termination you will no longer be permitted to use the Platform. All licenses granted hereunder will terminate. You will no longer have access to any Data.
- 5.6 You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under the License.

6. DATA, INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 6.1 The Platform offers the functionality to store data and log data in a single place, including, your personal data, skills specific data, testing-, training- and other related data (hereinafter: "Data"). For all personal data our Privacy Policy applies.
- 6.2 Whenever you make use of a feature of our Platform that allows you to save, add, post, submit, link or upload any Data, you warrant and represent that that you are legally entitled to make such use of the Data and your Data do not violate any third-party rights, in particular contractual, intellectual property and privacy rights.
- 6.3 You remain the owner or the licensee of all intellectual property and trade secret rights relating to your Data. By making Data available to our Platform you grant us a worldwide, non-exclusive, sub-licensable, transferable and royalty-free license to use, copy, distribute and disclose to third parties any such Data for the provision of our services under these ToU, including the right to:
- (i) display your Data on your Account;
 - (ii) share your Data with the Customer or End Users that are linked to your Account;
 - (iii) allow us to use your Data for the purpose of benchmark and statistic purposes;
- 6.4 You shall at all times maintain your own copy of Data uploaded or shared through our Platform.

7. NO RELIANCE ON INFORMATION

- 7.1 We will not be responsible, or liable to any third party, for the content or accuracy of any Data uploaded or downloaded by you or any other user of our Platform.
- 7.2 The Data accessible via our Platform is provided for general information only. For various reasons we cannot guarantee that the Data is useful and will function as intended, since e.g. we cannot audit or verify the Data, Data may not be tested properly, used hardware and software and their settings may vary, etc.
- 7.3 Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that Data and other content related to our Platform is accurate, complete or up-to-date.

8. AVAILABILITY, USE AND RESTRICTIONS ON THE PLATFORM

- 8.1 We do not guarantee that our Platform or our (Additional) Services will always be available or uninterrupted. Access to our Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change certain parts of our Platform. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.
- 8.2 We maintain the right to revise or discontinue any facet of the Platform. This includes, but is not limited to, hours of operation, functionality and pricing for (the use of) the (Additional) Services.

- 8.3 We reserve the right to change these ToU, as we feel necessary. Any use of the Platform by you after notification serves as acceptance of ToU changes.
- 8.4 The Platform is the valuable, copyright protected and trade secret property of Skills Intelligence or third parties that have contributed thereto. Copying of (any portion of) the Platform is prohibited.
- 8.5 In accessing or using the Platform, you agree not to (or permit anyone else to) do or attempt any of the following:
- a) distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the Platform and/or (Additional) Services for any commercial purpose;
 - b) remove or alter, any copyright, trademark, confidentiality or other proprietary notices, designations, or marks;
 - c) modify, translate, adapt, arrange, or create derivative works of the Platform, except as permitted in these ToU;
 - d) decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Platform;
 - e) interfere with, damage, or disrupt the operation or any security-related features of the Platform, gain unauthorized access, or restrict or inhibit use by others;
 - f) use any robot, spider, or other system, device or mechanism to access the Platform likely to disrupt or disable or destroy the Platform or any designs of our users;
 - g) frame or mirror any part of the Platform or create a competitive business to the Platform;
 - h) collect or store personal information about any person or entity in violation of these ToU;
 - i) use the Platform and/or (Additional) Services, or any feature thereof in a way that could or does violate any law or the rights (including without limitation, the copyright, trademark, patent, trade secret other intellectual property, proprietary or other rights) of any person, firm or entity or expose us to legal liability; or
 - j) pose a security risk to the Platform or to any other user.
- 8.6 We have no obligation to monitor the Platform and/or Data uploaded and stored by you or any use thereof by you.
- 8.7 We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

9. LIABILITY, WARRANTIES AND DAMAGES

- 9.1 You are responsible for your use of the Platform, for any Data you upload, download, use and create using our (Additional) Services and for any consequences thereof.
- 9.2 We are only liable for claims arising from our gross negligence or wilful intent or any other liability that cannot be excluded or limited by Dutch law.

- 9.3 We shall not be liable to you, a Customer or to any third-party for any modification, price change, suspension or discontinuance of our (Additional) Services.
- 9.4 To the extent permitted by law, we exclude all warranties or other terms which may apply to our Platform, (Additional) Services or any content on it, whether express or implied.
- 9.5 We will not be liable to any user or Customer for any loss or damage, whether in contract, tort (including negligence) or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Platform; or
 - use of or reliance on any Data saved, uploaded or created on our Platform or in connection with our (Additional) Services.
- 9.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, Data or other proprietary material due to your use of our Platform or to your use of any Data.
- 9.7 Our Platform contains Data including personal data and links to other websites and other resources provided by third parties. We have no control over websites, resources or Data uploaded by you or originated from third parties. We assume no responsibility for this Data or content of websites linked on our Platform. Such data or links should not be interpreted as endorsement by us of those data or linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 9.8 We are not responsible for examining or evaluating the content or accuracy of the Data and we do not warrant and will not have any liability or responsibility for any Data, or for any loss or damage that may arise from your use of them.
- 9.9 We are not liable for any harm or damages related to the use of Additional Services. Please review carefully the terms of use applicable for Additional Services.
- 9.10 You agree to indemnify and hold us and our affiliates and employees harmless from and against all liabilities, costs, damages and expenses (including reasonable attorney's fees) arising from or relating to any claims that result from your breach of these ToU.

10. TERMINATION

- 10.1 Access to our Platform will end if (i) the Agreement between us and the Customer linked to you is terminated; or (ii) you or the Customer is in material breach of any of its terms.
- 10.2 Access to our Platform and to the (Additional Services) will end in the event of non-payment by you or the Customer linked to you of any amount due and payable, of unjustified suspension of payments, of an application for suspension of payment, of bankruptcy or of dissolution of your Customer.

11. FINAL PROVISION

- 11.1 If any portion of this ToU is found to be invalid, unenforceable or non-binding, the remaining portion will remain in force and full effect.
- 11.2 If we fail to enforce any of this ToU it will not be considered a waiver.
- 11.3 The English version of this ToU will be the only official and legally binding version, regardless of whether a translation into another language is or will be made.

12. GOVERNING LAW AND COMPETENT COURT

- 12.1 These ToU and our agreement with you is construed in accordance with and shall be exclusively governed by the laws of the Netherlands.
- 12.2 Any and all disputes that may arise under or in connection with our agreement with you and or these ToU shall be exclusively referred to the rechtbank Oost-Brabant, the Netherlands, unless mandatory laws designate another court.

Latest update: 01-09-2018