

BOARD E-LEARNING SERVICE - TERMS AND CONDITIONS

IMPORTANT - READ CAREFULLY

THE FOLLOWING TERMS AND CONDITIONS (TOGETHER WITH BOARD [PRIVACY POLICY](#)), GOVERN YOUR USE OF BOARD EDUCATION SERVICE (THE “**E-LEARNING SERVICE**”) BY USING THE PLATFORM ACCESSIBLE THROUGH THE WEBSITE [HTTPS://BOARDEDUCATION.TALENTLMS.COM](https://boardeducation.talentlms.com) (THE “**SITE**”). BY ELECTRONICALLY ACCEPTING THESE TERMS AND CONDITIONS, YOU (“**YOU**”, “**YOUR**”) WILL ENTER INTO AN AGREEMENT (“**AGREEMENT**”) WITH BOARD INTERNATIONAL SA OR A SUBSIDIARY OF BOARD (“**BOARD**”) UNDER THE TERMS AND CONDITIONS BELOW. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, “YOU” AND “YOUR” REFERS TO THAT COMPANY. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME BY POSTING REVISED TERMS ON THE SITE OR BY SENDING AN EMAIL, SO WE ENCOURAGE YOU TO REVIEW THE SITE PERIODICALLY. THE CHANGES WILL BE EFFECTIVE IMMEDIATELY WHEN POSTED. YOUR USE OR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF ANY CHANGES TO THESE TERMS AND CONDITIONS SHALL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGED TERMS.

1. The E-Learning Service

The E-Learning Service is an education service designed by BOARD that enables its customers and partners to access to training courses and other education materials (including, without limitation, technical insights videos related to BOARD’s products and business case analysis) made available through the Site. The E-Learning Service is provided to You after entering, if applicable, into a subscription (the “**Subscription**”) free of charge that can include, depending on the type of Subscription, single or multiple accesses to the Site. When You enter into a Subscription with multiple accesses, each access shall be considered for one named user only. Each named user may not use more than one access and consequently an access may not be shared by multiple individuals on a single computer or used concurrently on different computers.

Each Subscription enables You to utilize the E-Learning Service and access the specific catalogue (the “**Catalogue**”). Each Catalogue contains a certain range of courses and materials that are tailored to specific needs and aims of customers and partners. All Catalogues are periodically updated by BOARD with the latest releases of its software products.

2. Site Content

All text, graphics, user interface, visual interface, photographs, trademarks, logos, sounds, music, video, artwork and computer code contained in the Site (collectively the “**Site Content**”) is owned, controlled and licensed by BOARD or its licensors and is subject to copyright, trademark, service mark, trade dress and patent applicable laws. BOARD grants You a limited right to access the Site and the Catalogue(s) and utilize the tools provided by BOARD with the E-Learning Service. Except as expressly stated in this Agreement, BOARD and its licensors retain all rights, titles and interest in and to the Site and reserve all rights not expressly granted herein. You may not download, copy, modify, publish, distribute, transfer or create derivative works from any of the Site. You must abide by all trademark and copyright notices, information, or restrictions contained in or attached to any portion of the Site. Your right to access and utilize the Site and the E-Learning Service does not include: (i) exploitation, resale or commercial use of the Site or the Site Content; and (ii) any downloading or copying account information for the benefit of a third party. You may not frame or utilize framing techniques to enclose any proprietary information (including images, text, page layout or form) of the Site without BOARD’s express written consent. You may not use any metatags or any other “hidden text” utilizing the name, domain name or trademarks of BOARD without BOARD’s express written consent. Any unauthorized use terminates the right to access granted by BOARD. BOARD may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database or content, as well as impose limits on certain features and services or restrict your access to part, or all, of the Site without notice or liability.

3. Links to Third Party Sites

The Site may contain links to other websites owned or maintained by third parties (“**Linked Sites**”). The Linked Sites are not under BOARD’s control and BOARD therefore is not responsible for the contents of any Linked Site or any changes or updates to a Linked Site. BOARD does not guarantee the accuracy and completeness of the information obtained through any Linked Site. BOARD therefore will not be liable for judgements or decisions made based upon information contained in the Linked Sites. BOARD is not responsible for web-casting or any other transmission received from any Linked Site. BOARD provides these links to You only as a convenience and the inclusion of any link does not imply endorsement by BOARD of the Linked Site or any association with its operators.

4. Use of the Site

You may not use the Site or any related content for any purpose that is unlawful or prohibited by this Agreement or solicit the performance of any illegal activity or other activity which infringes the rights of BOARD or others.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any related content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any related content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made internationally available through the Site. BOARD reserves the right to bar any such activity. You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the same or to any server connected to the Site, or any service or information made available or offered by or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the same. You may not reverse look-up, trace or seek to trace any information on any other user of the Site or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information on third parties, including but not limited to personal identification or information. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site or with any use of the Site by other users.

You warrant that You will not impersonate any third party or misrepresent Your identity or affiliation with any third party, including using another person’s account information, or another person’s name, likeness, image or photograph. You further represent, warrant and covenant that You will not upload, post, distribute or otherwise publish through the Site any materials that (i) restrict any other user from using the Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) violate or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or other proprietary rights, (iv) contain a virus or other harmful component, and (v) contain false or misleading indications of origin or statements of fact.

5. Account and Security

The E-Learning Service offered through the Site requires to open an account. After entering into Your Subscription, You will be required to register and create Your account by providing an ID and a new password that, according to clause 1, must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or used concurrently on different computers. Access to and use of the Site as well as the E-Learning Service shall therefore be restricted to Your authorized named users only. You are responsible to ensure all named users maintain the security of any password, username, or other form of authentication involved in obtaining access to the Site.

Each account may be transferred to another named user within Your organization if the initial name user terminates the employment with You. Without prejudice of the foregoing, none of this Agreement or Your obligations or rights hereunder may be transferred or assigned by You without BOARD prior written consent. Any attempted assignment, transfer or other disposition by You in violation of this provision will be null, void and of no force and effect.

You are entirely responsible for maintaining the confidentiality of the information You hold for Your account, including the password, and for any and all activity that occurs under Your account. You agree to notify BOARD immediately of any unauthorized use of Your account or password, or any other breach of security.

6. Liability disclaimer and limitation

The Site is operated by BOARD through a platform provided and managed by a third party. By accepting this Agreement and/or using the Site and the E-Learning Service, You agree and accept TalentLMS Terms of Service available at <https://www.talentlms.com/terms>.

The Site and the information, software, products, services, contents, graphics, documents and other elements included in or available through the Site and/or related to the E-Learning Service may include errors. BOARD may, at its sole discretion, makes improvements, deletions, or other changes at any time without notice. BOARD may impose limits on certain features and services or restrict Your access to the Site or to portions of it without notice or liability. Please inform BOARD of any errors at edusupport@board.com.

BOARD makes no representations about the suitability, reliability, availability, timeliness or accuracy of the Site or the E-Learning Service for any purpose. The Site and the E-Learning service are provided “as is” without warranty or condition of any kind, and BOARD and its suppliers disclaim any and all warranties with regard to the Site, the E-Learning Service and any Linked Site, including, without limitation, all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. You assume all responsibility and risk for Your use of the Site, the E-Learning Service and any Linked Site. BOARD does not warrant that any material or functions in the Site, the E-Learning Service or the server that makes the Site available will be uninterrupted or error free, that defects will be corrected or that the Site or the server is free of viruses or other harmful components. BOARD will not be liable for the use or performance of the Site or the E-Learning Service or any errors contained therein. In no event will BOARD or its agents be liable for any damages whatsoever arising out of or in connection with the Site, the E-Learning Service or any Linked Site, including, without limitation, direct, indirect, punitive, incidental, consequential, or punitive damages, loss of data or profits, loss of or damage to property or claims or third parties, whether based on contract, tort or otherwise, even if advised of the possibility of damages.

7. Indemnification

You agree to indemnify, defend and hold BOARD and all its directors, officers, agents, employees, suppliers, affiliates, licensors and licensees (collectively, the “**Indemnified Parties**”) harmless from and against any and all liability and costs incurred by the Indemnified Parties (including, without limitation, attorneys’ fees and costs) in connection with any claim arising out of or related to (i) Your use of the Site or (ii) any breach by You of this Agreement or the representations, warranties and covenants contained herein. You shall cooperate fully with BOARD in the defense of any claim. BOARD reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You, and You shall not settle any action or matter without BOARD’s written consent. In addition, You acknowledge and agree that BOARD has the right to seek damages when You use the Site for unlawful purposes, in an unlawful manner, or in a manner inconsistent with this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance or consequential damages. In the event that BOARD is required to respond to a third party or law enforcement subpoena or court order that is related to Your use of the Site, BOARD may, at its sole discretion, require You to reimburse BOARD for its reasonable expenses associated with complying with such subpoena or order.

8. Violation

BOARD may disclose any information about You if it determines that applicable law, regulation or legal process requires or permits such disclosure or such disclosure is necessary in connection with any investigation or complaint regarding the use of the Site or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) BOARD’s rights or property, or the rights or property of other users of the Site.

You agree that BOARD may, at its sole discretion and without prior notice, terminate Your access to the Site and/or block Your future access to the latter if it determines that You have violated, or threatened to violate, this Agreement. You agree that BOARD may, at its sole discretion and without prior notice, terminate Your access to the Site, for cause, which includes (but is not limited to) (i) requests by law enforcement or other government agencies, (ii) a request made by you (self-initiated account deletions), (iii) discontinuance or material modification of the Site or any E-Learning Service offered on or through the Site or (iv) unexpected technical issues or problems.

If BOARD does take any legal action against You as a result of a violation of this Agreement, BOARD will be entitled to recover from You, and You agree to pay, all attorneys’ fees and costs of such action, in addition to any other relief granted to BOARD. You agree that BOARD will not be liable to You or to any third party for termination of Your access to the Site as a result of any violation of this Agreement.

9. Compliance with laws

You represent and warrant that Your use of the Site will comply with all applicable laws and regulations where You reside, or Your organization is located.

10. Governing Law

This Agreement is interpreted and governed by the substantive and procedural laws of Switzerland and You and BOARD agree to submit to the exclusive jurisdiction of, and venue in, the courts in Mendrisio, Switzerland in any dispute arising out of or relating to this Agreement or, more specifically, to Your use of the Site.

11. Miscellaneous

Unless otherwise expressly stated herein, this Agreement (together with BOARD [Privacy Policy](#), incorporated herein by this reference) (i) constitutes the entire agreement between you and BOARD with respect to Your use of the Site and (ii) supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and BOARD. Each party will treat the other party's confidential information with the same care as it treats its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. The E-Learning Service is provided and delivered by BOARD, either directly or through its subcontractors. Notwithstanding anything to the contrary in any written agreement between you and BOARD, if any, you consent to BOARD use of subcontractors to provide the E-Learning Service.

No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver if any other right or remedy, or future exercise thereof. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind BOARD in any respect whatsoever. Any notice to you in connection with this Agreement will be effective when posted on the Site or when we send it by email or to the physical address you provided. Any notice to BOARD will be effective when delivered at BOARD physical address or to edusupport@board.com. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the invalid or unenforceable provision will be deemed eliminated to the minimum extent necessary and the remainder shall continue in effect.