

## **Terms of Use for Exsion365**

**Effective Date: 2024**

### **1. Acceptance of Terms**

By accessing and using the website **Exsion365** (referred to as "the Website"), you (the "User") agree to comply with and be bound by these Terms of Use. If you do not agree to these terms, you should not use the Website.

### **2. Modification of Terms**

Exsion365 reserves the right to change or modify these Terms of Use at any time. Users are encouraged to review the Terms of Use periodically. Your continued use of the Website after modifications to these terms will signify your acceptance of the updated terms.

### **3. Use of the Website**

You agree to use the Website only for lawful purposes and in a way that does not infringe on the rights of others or restrict or inhibit anyone else's use and enjoyment of the Website. Prohibited behavior includes, but is not limited to:

- Engaging in any unlawful or fraudulent activities.
- Attempting to gain unauthorized access to the Website or any related systems or networks.
- Distributing or uploading viruses, spyware, or other malicious software.

### **4. Account Registration**

To access certain features of the Website, you may be required to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. Exsion365 reserves the right to terminate your account at its discretion, if you violate any of these Terms.

### **5. Intellectual Property**

All content on the Website, including text, graphics, logos, images, documents, and software, is the property of Exsion365 or its content suppliers and is protected by applicable intellectual property laws. You may not copy, distribute, or create derivative works from the content on the Website without explicit permission.

#### **5.1. Documents Available on the Website**

Documents, including but not limited to white papers, technical manuals, reports, and marketing materials, are made available for informational purposes. You are permitted

to view, download, and print these documents for personal, non-commercial use only, provided that:

- The document is not modified in any way.
- Exsion365's copyright and trademark notices remain intact.
- The document is not republished or redistributed without prior written permission from Exsion365.

Unauthorized use of these documents for commercial purposes or any public distribution is strictly prohibited.

## **6. Software**

### **6.1 Software Download and Use**

Any software made available on the Website for downloading by our customers is the exclusive property of Exsion365 and its licensors and is protected by copyright laws and international intellectual property treaties.

Use of such software by customers is governed by the terms of their existing license agreements with Exsion365, if any, and any license agreements or Terms of Use statements that accompany or are included with the software. Customers may not:

- Reverse engineer, decompile, or disassemble the software.
- Distribute, lease, sublicense, or otherwise transfer the software to any third party without explicit permission.

### **6.2 Warranty and Liability for Software**

Exsion365's warranties and other obligations related to the software are governed by the terms of its license agreements or accompanying Terms of Use statements. If no specific agreement applies, the software is provided "as-is" without any warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **7. User-Generated Content**

You may have the ability to post or submit content to the Website (e.g., comments, feedback). By submitting such content, you grant Exsion365 a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, and distribute your content.

You are responsible for ensuring that your submitted content does not infringe the rights of others and is not illegal, defamatory, or otherwise inappropriate. Exsion365 reserves the right to remove any content deemed to violate these terms.

## **8. Third-Party Links**

The Website may contain links to third-party websites. These links are provided for your convenience, and Exsion365 has no control over the content or availability of such third-party sites. We do not endorse or take responsibility for any third-party websites.

## **9. Privacy**

Your use of the Website is also governed by our **Privacy Policy**, which is incorporated by reference into these Terms of Use. Please review our Privacy Policy to understand our practices regarding the collection and use of your information.

## **10. Limitation of Liability**

To the fullest extent permitted by law, Exsion365 and its officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, or consequential damages arising out of your use of or inability to use the Website, including its documents or software. This includes, but is not limited to, damages for loss of profits, goodwill, or data.

## **11. Indemnification**

You agree to indemnify and hold Exsion365 harmless from any claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising from your use of the Website, your violation of these Terms of Use, or your violation of any third-party rights.

## **12. Termination**

Exsion365 reserves the right to terminate your access to the Website or any portion of it at any time, without notice, for any reason, including your violation of these Terms.

## **13. Governing Law**

These Terms of Use are governed by and construed in accordance with the laws of The Netherlands, without regard to its conflict of laws principles. Any legal actions related to these terms must be brought in the courts of The Netherlands.

## **14. Entire Agreement**

These Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and Exsion365 regarding your use of the Website and supersede any prior agreements.

## **Contact Us**

If you have any questions or concerns about these Terms of Use, please contact us:

### **Address**

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