



Terms and Conditions (T&C) for the use of the EDGE CERTIFIED FOUNDATION (EDGE FOUNDATION) E-Learning platform (the Platform).

IMPORTANT LEGAL NOTICE - PLEASE READ CAREFULLY BEFORE USING THE PLATFORM.

BY PROCEEDING AND ACCESSING THE PLATFORM, YOU INDICATE YOUR PERSONAL ACCEPTANCE, AND THE ACCEPTANCE ON BEHALF OF YOUR ORGANIZATION AS THE CASE MAY BE, OF THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT AND THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, AND ACCORDINGLY, REFERENCES TO "YOU" MEAN REFERENCES TO YOU PERSONALLY AND YOUR ORGANIZATION, AS THE CASE MAY BE.

1. SCOPE OF APPLICATION

These T&C are issued by EDGE FOUNDATION, Vorstadt 2, 6300 Zug, Switzerland and applicable to the entire contents of the Platform under the domain name <https://elearning.edge-cert.org/>.

To the extent the provisions contained in these T&C are inconsistent with those contained in any agreement between you or your organization and EDGE FOUNDATION, or any EDGE's subsidiaries (collectively EDGE), the terms and provisions contained in the latter agreement shall prevail. Otherwise, such provisions shall be considered cumulative.

2. EDGE DATA AND INTELLECTUAL PROPERTY

The copyright, database rights and any other intellectual property rights in the programs and data contained within the Platform, together with any items that were provided to you as part of it, are and remain the property of EDGE.

The Platform, including, without limitation, any trademarks, service marks, or logos displayed on the Platform, all technical information and other content appearing on Platform and their modifications and enhancements (the "Proprietary Information") are confidential and trade secret information that is proprietary to EDGE.

EDGE retains the exclusive and sole ownership of the Platform, all Proprietary Information and related intellectual property rights. You agree to hold all Proprietary Information in the strictest confidence. You may not provide any of the Proprietary Information in any form to



any person. The provision of Proprietary Information to any of your organization's employees (other than users, members of your organization's management team and/or its or their supervisory bodies), the general public or any third parties is permitted only with the prior written consent of EDGE. You agree not to use or register any name, logo, or insignia of EDGE or any of its subsidiaries for any purpose except with our prior written approval and in accordance with any restrictions required by us.

Any rights with respect to the Platform and its use not expressly granted to you are reserved by EDGE.

3. THE PLATFORM

3.1 Account

In order to fully participate in all the Platform activities, you must have a registered personal account on the Site (a "User Account") with the email address provided to EDGE and a password for your User Account.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and location. You certify that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, EDGE reserves the right to terminate your use of the Platform.

3.2 Right of use

Subject to these TOS, EDGE grants you a limited, personal, non-exclusive, non-transferable, and revocable license to use the Platform.

To the extent that you provide content, such as assessments (the "User Content"), you grant EDGE a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. Nothing in these T&C shall restrict other legal rights EDGE may have to User Content, for example under other licenses.

3.3 Restriction

You agree that you are responsible for your own use of the Platform and for your User



Postings. "User Postings" include all content submitted, posted, published or distributed on the Platform by you.

You agree that you will never divulge or share access to your User Account with any third party for any reason. You also agree that you will use, and access only one User Account, and that you will not access the Platform using multiple User Accounts. You warrant that your User Content will be your own work (except for assignments that explicitly permit collaboration, as the case may be).

You agree not to (a) download, copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material of the Platform, nor to modify or create derivative works of the material, (b) use any high-volume, automated or electronic means to access the Platform (including, without limitation, robots, spiders, scripts or web-scraping tools), (c) interfere with or disrupt the Platform or the servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform, (d) make solutions to assessments available to anyone else, including your User Content, as well as any official solutions provided by the Platform, or (d) to engage in any other activities that will dishonestly improve your results or dishonestly improve/hurt the results of others.

You are responsible for the Internet connection between your network/computer and the server hosting the Platform and for the hardware and software required for this purpose (e.g. PC, network connection, browser).

3.4 Operation

EDGE endeavors to take appropriate measures to make it possible for you to use the Service as interruption-free as possible. EDGE cannot guarantee availability of the Service at all times and absence of any other disruptions and interruptions to its functioning.

You shall notify EDGE of any disruptions to the Service without delay and provide information regarding the details of the circumstances of the issue by sending an email to elarning@edge-cert.org. EDGE shall remedy the disruption to the Service within an appropriate period of time.

3.5 Support

In support of use of the Platform, EDGE shall provide support. The support shall not include: general know-how transfer, trainings, answers or hint to questionnaires or modification of the Platform.

Support shall be carried out by email to elarning@edge-cert.org. EDGE shall provide the support services during standard CET business hours.



4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Platform is provided to you "AS-IS".

In no event will EDGE be liable to you or to any third party for any use of the Platform or any decision made, or action taken in reliance upon the results obtained through the use of, or the information contained in or provided by the Platform.

In no event shall EDGE be liable for any damages, losses or expenses, including without limitation, direct, indirect, special, incidental, or consequential damages, losses or expenses, including but not limited to, loss of profits, revenues, anticipated savings, business or investment opportunities, or internal or management costs, based on any theory of liability arising in connection with the use or interpretation of the information on the Platform or any information on a linked site, the inability to use such information, or any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or telecom line or system failure.

Nothing in these T&C will exclude or limit the liability of either party:

- a) For death or personal injury caused by its negligence.
- b) For fraud or fraudulent misrepresentation.
- c) Any other liability which may not be excluded by law.

5. FINAL PROVISIONS

5.1 Amendments to these T&C

EDGE will notify you of any amendments to these T&C upon your log-in to the Platform. Any amendments to the T&C shall enter into force by using the updated T&C upon login to the Platform.

5.2 Severability clause

Should individual provisions of these T&C be invalid or incomplete or should performance be impossible, this shall not negatively affect the validity of the remaining provisions of these T&C. Invalid provisions shall be replaced by an admissible, valid provision that is as close as possible to the content of the original in terms of its intent.

5.4 Breach and Termination

Any breach of any of the terms of these T&C will constitute a material breach of you or your



organization's agreement with EDGE or its subsidiaries and your or your organization's permission to use the Platform will automatically terminate. Termination of these T&C shall not affect any rights, remedies, obligation or liabilities of EDGE or its subsidiaries that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

6. APPLICABLE LAW AND JURISDICTION

These T&C shall be governed by, construed, and interpreted in accordance with the laws of Switzerland. The courts of Zug, Switzerland will have exclusive jurisdiction in connection with all disputes arising out of or related to it.