

## Terms of Use

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NUS Consulting strives to ensure that data contained on the website is accurate, concise and secure. NUS Consulting maintains a comprehensive data security program that includes industry standard tools as well as administrative, technical and physical safeguards designed to prevent unauthorized access to your data.

### Availability

NUS Consulting will undertake all reasonable efforts to make the website available to you on a 24/7 basis. From time to time, however, access will not be possible due to site maintenance and/or circumstances outside of NUS Consulting’s control. Password-protected parts of the website will only be available for your use in accordance with the terms and conditions of your Services Agreement.

You shall be responsible for obtaining and maintaining all internet services, computer hardware, software and other equipment needed to access and use the website.

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### **Disclaimer of Warranty and Limitation of Liability**

NUS Consulting strives to ensure that data contained on the website is accurate, concise and secure. NUS Consulting maintains a comprehensive data security program that includes industry standard tools as well as administrative, technical and physical safeguards designed to prevent unauthorized access to your data and NUS Consulting warrants that the website will be managed in a professional manner by qualified personnel exercising care and skill consistent with generally accepted industry standards.

Where you have entered into a Services Agreement with NUS Consulting, and subject to the terms and conditions contained therein, NUS Consulting warrants that your access and use of the website will not infringe any patent, copyright, or other proprietary right of any third-parties. Moreover, NUS Consulting is not currently bound by any other agreement, restriction or obligation and will not assume such obligations or restrictions which would interfere with or would be inconsistent with your access and use of the website. If the website is held or becomes the subject of any claim, suit or proceeding for infringement of any patent, copyright, or other proprietary right, NUS Consulting will at its expense: (i) secure your right to continue using the website, or (ii) replace or modify the website to make it non-infringing but without degrading the performance of the website or your access and use of the website. Where you receive notice of any such claim, suit or proceeding, you will immediately notify NUS Consulting. Subject to any limitations contained in your Services Agreement, NUS Consulting will defend and pay all damages, costs, and expenses incurred by you (including reasonable attorney fees and past and future license fees and royalties) arising from any claim, suit or proceeding. This indemnity will not extend to any claim of infringement resulting from your modification or misuse of the website.

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### **Lawful Use**

You may only use the website for such purposes that are lawful and permitted by these Terms of Use and your Services Agreement. You agree that you will not engage in any activities related to the website that are contrary to these Terms of Use, your Services Agreement or any applicable local law, rule or regulation. By accessing the website, you agree that you will not engage in any activities which would infringe upon the rights of NUS Consulting or other third-parties.

## **Responsibility for Passwords**

Full access and use of the website is limited to those with a valid username and password provided in furtherance of your Services Agreement. If you have been granted subscriber access to the website, you will receive login details from NUS Consulting which will grant you access and use of the website and you represent and warrant that: (i) information you provide is true, accurate, current, and complete as is required to establish access to the website, and (ii) you will, when necessary, update information kept by NUS Consulting to keep it true, accurate, current, and complete.

It is your responsibility to keep passwords private and you should implement appropriate security measures in relation to your access and use of the website. It is your sole responsibility to ensure that no unauthorized person has access to your passwords. Pursuant to the terms and conditions of your Services Agreement, you agree to provide NUS Consulting written notification of users that are no longer authorized to access the website and you agree to immediately notify NUS Consulting of any unauthorized use of passwords or accounts or any other breach of security.

In accordance with the terms and conditions of your Services Agreement, you may not grant access to the website to any third-party, including agents, consultants, sub-contractors and independent contractors, without the express written consent of NUS Consulting. Any consent that may be given by NUS Consulting regarding third-party access to the website will act as an agreement between you and NUS Consulting to indemnify and hold NUS Consulting harmless from all damages, costs, expenses (including reasonable attorney's fees) relating to or arising from any action or inaction of such third-party.

NUS Consulting monitors use of the website, tracking both subscriber and non-subscriber activity.

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NUS Consulting may collect information from: (i) information you provide by completing forms available on the website, (ii) information you have provided offline, and/or (iii) cookies and similar technologies.

NUS Consulting may use information collected to: (i) improve the website content and performance, (ii) estimate number of users and usage patterns, (iii) enable login and authentication when you log onto the website, (iv) recognize when you return to the website, and/or (v) perform the services provided for in your Services Agreement.

## **Breach of Terms of Use**

Your access and use of the website is governed by these Terms of Use as well as your Services Agreement. In the event of a breach of either these Terms of Use or your Services Agreement, NUS Consulting in its sole discretion reserves the right to suspend your access to the website without penalty. For the avoidance of doubt, subscription to the website confers no unlimited or unconditional right to access the website.

## **Disclosure**

NUS Consulting reserves the right at all times to disclose any information that NUS Consulting deems necessary to comply with any applicable law, regulation, legal process or government request and your continued access and use of the website constitutes your express consent to such disclosures.

## **Governing Law**

In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

Your access and use of the website, and these Terms of Use, shall be governed by the laws provided for in your Services Agreement. Where you have not entered into a Services Agreement with NUS Consulting and you are utilizing the website: (i) in the United States, Canada and South America, your access and use of the website, and these Terms of Use, shall be governed by the laws of the State of New Jersey (without giving effect to its conflict of law principles) with appropriate state and Federal courts of New Jersey having exclusive jurisdiction, (ii) in Europe, your access and use of the website, and these Terms of Use, shall be governed by the laws of your country of residence and you agree to submit to the exclusive jurisdiction of the courts of such country, (iii) in Russia or Ukraine, your access and use of the website, and these Terms of Use, shall be governed by the laws of the State of New Jersey (without giving effect to its conflict of law principles) with appropriate state and Federal courts of New Jersey having exclusive jurisdiction, (iv) in Africa, India or the Middle East, your access and use of the website, and these Terms of Use, shall be governed by the laws of the Republic of South Africa and you agree to submit to the exclusive jurisdiction of the High Court of South Africa (sitting in Johannesburg), (v) in any country in Asia other than India, your access and use of the website, and these Terms of Use, shall be governed by the laws of Australia with appropriate state and Federal courts of New South Wales having exclusive jurisdiction, and (vi) in any other country, your access and use of the website, and these Terms of Use, shall be governed by the laws of the State of New Jersey (without giving effect to its conflict of law principles) with appropriate state and Federal courts of New Jersey having exclusive jurisdiction.

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