



## Terms of service Management Drives Applications BV

All sections of these Terms of Use that, by their nature, should survive termination will survive termination, including, without limitation, the sections entitled User Content, Indemnity, Disclaimer of Warranty and Limitation of Liability, and General.

### Introduction

The Admin Management Drives website and mobile application is an online mechanism for storage and retrieval of management drives profiles, information regarding the meaning of the drives and combination of profiles.

The Admin Management Drives website and the mobile app is provided to you by Management Drives Applications B.V. in connection with our experts partners and service providers.

In order to safely and responsibly manage this site for all of our users, your use of this site is subject to certain terms and conditions. The terms and conditions set forth below ("Terms of Use"), as well as the privacy policy set forth at [www.managementdrives.com](http://www.managementdrives.com), apply to your use of the services and functionality provided on or through the Management Drives site and mobile application (the "Services").

By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the Privacy Policy. If you do not accept these Terms of Use and the Privacy Policy, you are not authorized to use the Services and you are requested not to proceed further.

Management Drives Applications BV may modify these Terms of Use and the Privacy Policy at any time and such modification will be effective upon posting to the Services.

### Use of the Services

The Services allow for the delivery of software, text, graphics, images, video, audio, data and other material (collectively referred to as the "Content").

The description of the theory regarding Management drives that is contained in the Content is owned by Management Drives. The Content is protected by copyright under both Dutch law and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use. No other use is permitted without prior written consent from us or the owner of the Content. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose, except to utilize features of the Services that, by their nature, involve publishing or sharing of Content with the public. If you violate any part of these Terms of Use, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The personal data that are contained in the management drives Profile are owned by you. You decide whether these data are shared with others. Management Drives Applications refrains from publishing these data or sharing these data with others. The privacy policy of Management Drives contains all rights and obligations of you as a data controller and Management drives as a data processor of the data. The privacy policy is part of these terms and conditions.

The Services are for personal use only and may not be used in connection with any commercial endeavors except those that are part of the described Services.

The following activities are expressly prohibited:

- (i) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications,
- (ii) any use of the Services, which in our sole judgment, degrades the reliability, speed, or operation of the Services or any underlying hardware or software thereof,
- (iii) use of web scraping, web harvesting, or web data extraction methods from Management Drives even if a Management Drives account owner gives permission;
- (iv) any use of the Services which is unlawful or in violation of these Terms of Use.

The use of the Services is subject, in Management Drives Applications sole discretion, to termination at any time.

## User Content

The Services includes functionality to permit the submission of user Content (Management Drives profile) at the direction of other users of the Services ("User Content") and the hosting of such User Content.

You as a user acknowledge that whether or not such User Content is shared, Management Drives Applications can not guarantee any confidentiality with respect to any submissions. You shall be solely responsible for User Content you submit and the consequences of our sharing such User Content. In connection with any User Content you submit, you affirm, represent, and/or warrant that: (i) you have the express consent, release, and/or permission of each and every identifiable individual person in the User Content to use the personal data or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms of Use.

By submitting the User Content to Management Drives Applications, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, to process, store and reproduce all or any portion of the User Content in connection with our provision of the Services. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your account settings, and to view such User Content as permitted through the functionality of the Services and under these Terms of Use. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with the User Content, you further agree that you will not:

- (i) submit material that is copyrighted, protected by proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to view the material;

- (ii) publish falsehoods or misrepresentations that could damage Management Drives Applications or another authorised user;
- (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- (iv) post advertisements or solicitations of business; or
- (v) impersonate another person.

Management Drives Applications does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content.

Management Drives Applications does not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services. Management Drives Applications will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights or privacy rights.

Management Drives Applications may remove any Content and User Content without prior notice and may also terminate your access to the Services, if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any User Content removed from the Services more than twice.

Management Drives Applications reserves the right to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Content and/or terminate your access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

If you are a copyright owner that believes that any (User) Content infringes upon your copyrights, you may submit a notification to Management Drives Applications BV. with the following information in writing):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the information or data claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address.

Management Drives Applications will store or process personal data only at a datacenter in the Netherlands. Management Drives Applications complies with the Dutch privacy laws (Wet bescherming persoonsgegevens) and any regulations based on this law.

## Indemnity

You agree to defend, indemnify, and hold us harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms of Use or your uploading of, access to, or use or misuse of the Content or the Services.

Management Drives Applications shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. Management Drives Applications reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defence of such matter.

## Disclaimer of Warranty and Limitation of Liability

The Services and Content are provided “as is” and “as available” basis. Although Management Drives strives to deliver the Services and Content accurate and of high quality. Nevertheless, Management Drives Applications including their respective directors and employees make no warranties or representations about the (User) Content including but not limited to its accuracy, completeness or reliability nor that the Services will be available error free or that the Services or the Content are free of computer viruses or similar contamination or destructive features

Subsequently Management Drives Applications shall not be subject to liability for truth, accuracy or completeness of any information conveyed to users of the Services or for errors, mistakes or omissions therein or for any delays or interruptions of the data stream from whatever cause. In no event shall Management Drives Applications be liable for any damages resulting from the use or inability to use the Services and the Content, whether based on warranty, contract or any other legal theory.

## General

These Terms of Use, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

These Terms of Use are governed by the laws of the Netherlands, without respect to its conflict of law provisions.

You expressly agree to submit to the exclusive personal jurisdiction of the Dutch court sitting in Utrecht. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

Failure by us to act on or enforce any provision of the Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Management Drives and you, these Terms of Use constitute the entire agreement between you and Management Drives Applications with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

## Termination

You may terminate this Agreement at any time by cancelling your subscription through your accounts settings page or removing the application from your device.

Management Drives Applications may terminate this Agreement, disable your account, and/or put your account on inactive status, in each case at any time with reasonable cause or violation to these terms of service agreement, and with or without notice. Management Drives Applications shall have no liability to you or any third party because of such termination or action.