

TERMS OF USE

The following Terms of Use ("Agreement") describes the terms and conditions under which V-Nova Limited (company number 11125008, with registered address Level 2, 20 Eastbourne Terrace, Paddington, London, England, W2 6LG) ("V-Nova") offers you use of and access to this V-Nova Download Portal ("Portal").

This Portal is only available to corporate entities. If you do not represent a corporate entity, you must not proceed with agreeing to these terms. By clicking on the "Accept", "I agree" or similar button you agree that you have read and understood these terms, and that the entity you represent is bound by this Agreement. You represent and warrant you have authority to accept these terms on behalf of the entity and bind such entity to them.

Registering for an account

In order to use the Portal you will need to register your account. Any registration information you provide V-Nova must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account.

You must keep all log-in and password information which you use to access the Portal, confidential and secure, and must not share it with any third party. If your password is lost or stolen, you must notify V-Nova so that the missing password can be deactivated. You are solely responsible for all activities that occur under your account.

Your use of the Portal

You shall not, nor allow any third-party to:

- a) copy, modify, duplicate, create derivative works from, or distribute all or any portion of the Portal in any form or media or by any means;
- b) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal;
- c) circumvent user authentication or the security of any V-Nova account;
- d) access all or any part of the Portal to build a product or service which competes with the Portal;
- e) use the Portal to provide services to third parties;
- f) use the Portal in a manner that infringes or violates the intellectual property rights or any other rights of any other person or entity (including without limitation V-Nova); or
- g) transmit any software, code, file or programme which may prevent, impair or otherwise adversely affect the operation of the Portal, such as worms, trojan horses, viruses.

You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Portal and shall promptly notify V-Nova in the event of any such unauthorised access or use. The rights provided under this Agreement are granted to you only and shall not be considered granted to any of your subsidiary or holding companies. Access to the Portal by "bots" or other automated methods is not permitted.

Proprietary rights

You acknowledge and agree that V-Nova and/or its licensors own all rights, title and interest (including without limitation intellectual property rights) in:

- a) the Portal; and
- b) any V-Nova deliverables made available on the Portal.

Except as expressly stated herein, this Agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Portal.

This Agreement does not grant you any rights to, under or in any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the V-Nova deliverables. Access to and use of the V-Nova deliverables is permitted only under, and in compliance with, the terms of a separate license agreement with V-Nova which must be signed by You prior to access and use of the V-Nova deliverables (for example, the Evaluation Agreement available on the Portal which

you may sign electronically through the Portal, or the V-Nova Commercial License Agreement which may be made available to you directly from V-Nova and signed between You and V-Nova).

Disclaimer

To the maximum extent permitted by law, the Portal is provided “as is”, and V-Nova expressly disclaims any and all warranties and representations of any kind whether express, implied or statutory. Without limitation, V-Nova shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of V-Nova. Without limitation, V-Nova does not make any representation, warranty or guarantee:

- a) as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Portal;
- b) that the use of the Portal will be secure, timely, uninterrupted or error-free;
- c) that the Portal will operate in combination with any other hardware, software, system or data;
- d) that the Portal will meet your requirements or expectations;
- e) that the Portal is free from errors or defects; or
- f) that the Portal is free of viruses or other harmful components.

Limitation of Liability

To the extent permitted by applicable law, V-Nova shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.

To the extent permitted by applicable law, V-Nova’s total aggregate liability arising in connection with this Agreement shall be limited to £500 (five hundred pounds sterling). Nothing in this Agreement is intended to limit or remove V-Nova’s responsibility for any liability that by law may not be excluded.

General terms and conditions

V-Nova may without liability and at its sole discretion, immediately issue a warning, suspend, or terminate your account and access to the Portal. V-Nova reserves the right to refuse access to the Portal for any reason.

V-Nova may vary the terms of this Agreement at any time by posting the varied terms on the Portal, which will become effective immediately. By continuing to use the Portal after V-Nova posts any variation, you agree to be bound by the variation. Therefore, you must regularly check the terms of this Agreement. This Agreement may not be amended other than by V-Nova.

You shall comply with all applicable domestic and international laws, statutes and regulations regarding your use of the Portal.

This Agreement is governed in all respects by the laws of England and Wales, and you agree to the exclusive jurisdiction of the English Courts.

PRIVACY STATEMENT

This privacy policy sets out how V-Nova collects, stores and uses your personal data when you use the Portal. V-Nova is committed to respecting your privacy. V-Nova takes privacy, security, and complying with data protection laws seriously.

1. V-Nova Limited is the controller and responsible for this Portal. V-Nova Limited is a company registered in England and Wales with company number 11125008.
2. V-Nova may collect and process the following data about you when you use the Portal:
 - Data about your device and access to the Portal such as device model, OS version, ISP and location to city level. V-Nova uses this information for its legitimate interests of identifying users and tracking usage of the Portal.
 - Your name, email address and any other information you provide V-Nova when you download or access the Portal, or when you send V-Nova questions or comments. V-Nova uses this information for its

legitimate interests of providing you access to the Portal, authenticating your access which may include sending you verification emails, and processing your questions and comments and providing responses.

- Information about your use of the Portal. V-Nova uses this information for its legitimate interests of providing the Portal's services and improving the Portal for you and other users.
3. V-Nova may have to share your data with third parties, including third-parties who provide services to V-Nova and other entities in the V-Nova group. It will only share your personal data with third parties where required by law, where it is necessary to provide you with access to the Portal or where it has another legitimate interest in doing so and V-Nova's interests are not overridden by the impact on you. Third parties will only process your personal data on V-Nova's instructions and where they have agreed to treat the information confidentially and to keep it secure. All V-Nova's third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal data in line with V-Nova's policies and as required by law.
 4. V-Nova will only send data outside of the European Economic Area ('EEA') to work with its agents and advisers who deliver services to us or to comply with a legal duty. If V-Nova does transfer data outside the EEA, it will make sure that it is protected in the same way as if it were being used in the EEA. V-Nova will use one of the following safeguards protect the data:
 - Transfer the data to a non-EEA country which has privacy laws at least as protective as those within the EEA;
 - Put in place a contract with the recipient of the data which means the recipient must protect the data to the same standards as required within the EEA; or
 - Transfer it to organisations which are part of the Privacy Shield. The Privacy Shield is a framework which sets out the standards for data to be sent between the United States and European countries. The Privacy Shield ensures that data is protected to the same standards as used within the EEA.
 5. V-Nova has put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, V-Nova limits access to your personal data to those employees, agents, contractors and other third parties who have a genuine business need to know. They will only process your personal data on V-Nova's instructions and they are subject to a duty of confidentiality. V-Nova has put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where V-Nova is legally required to do so.
 6. V-Nova will only retain your personal data for as long as necessary to fulfil the purposes it collected the personal data for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
 7. This Portal is not intended for people under 18 years of age. V-Nova does not knowingly collect data from people under 18. If you become aware that your child has provided us with personal data without your consent, please contact V-Nova. If V-Nova becomes aware that a person under 18 has provided it with personal data, it will take steps to remove that information and terminate the applicable account.
 8. You may receive marketing communications from us if you have not opted out of receiving that marketing, and if it is not otherwise prohibited by law. V-Nova will not share your personal data with anyone outside the V-Nova group of companies for them to use for their own purposes, such as marketing their products and services, or the products and services of another third party, without your express, opt-in consent. You can ask us to stop sending you marketing messages at any time by following the opt-out/unsubscribe links on any marketing message sent to you or by [contacting us](#) at any time.
 9. Under certain circumstances, you have rights under data protection laws in relation to your personal data. You have the right to:
 - **Request access** to your personal data (commonly known as a "data subject access request").
 - **Request correction** of the personal data that V-Nova holds about you.
 - **Request erasure** of your personal data.
 - **Object to processing** of your personal data where V-Nova is relying on a legitimate interest.
 - **Request the transfer** of your personal data to you or to a third party.
 - **Withdraw consent at any time** where V-Nova is relying on consent to process your personal data.

V-Nova may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. V-Nova may also contact you to ask you for further information in relation to your request to speed up V-Nova's response.

V-Nova will try to respond to all legitimate requests within one month. Occasionally it may take V-Nova longer than a month if your request is particularly complex or you have made a number of requests. In this case, V-Nova will notify you and keep you updated.

10. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the Office Manager by email on info@v-nova.com or by post to Level 2, 20 Eastbourne Terrace, Paddington, London, England, W2 6LG. You also have the right to make a complaint at any time with a supervisory authority where you work, normally live, or where any alleged infringement of data protection laws occurred. The UK supervisory authority for data protection issues is the Information Commissioner's Office (ICO) (www.ico.org.uk).
11. V-Nova reserves the right to make changes to this Privacy Statement at any time, and such changes will take effect as soon as they are posted to the Portal, so please review this Privacy Statement frequently.
12. V-Nova's full general privacy policy can be found at www.v-nova.com/privacy-policy/.