

euNetworks Customer Portal Terms of Use (“Portal Terms of Use”)

“Customer” shall mean the customer having a Customer Contract with euNetworks.

“Customer Portal” shall mean this customer portal, provided for the Customer’s use by euNetworks.

“euNetworks” shall mean such euNetworks entity (www.eunetworks.com/companies), having a Customer Contract (as defined below), as the context requires.

“User” shall mean individual users who are authorised to use the Customer Portal by Customer and who have been supplied user identifications and passwords by Customer (or by euNetworks at Customer’s request). Users may include employees, consultants, contractors and agents of Customer. Where capitalised terms are not defined in these Portal Terms of Use, they shall have the meaning given to them in the appropriate Master Services Agreement/General Terms and Conditions, Service Level Agreement or Customer Order between euNetworks and the Customer.

Customer agrees that these Portal Terms of Use shall be applicable to the Customer Portal provided and that all Users of the Customer Portal will comply with these Portal Terms of Use. Customer is responsible for compliance with these Portal Terms of Use and for all activities that occur within Customer’s account within the Customer Portal.

The User accepts that use of this Customer Portal as an authorised representative of Customer is subject to these Portal Terms of Use. By clicking the box indicating your acceptance, the User agrees to these Portal Terms of Use. If you are not a User or do not accept the Portal Terms of Use you may not access and/or use the Customer Portal.

The following provisions shall apply to use of the Customer Portal:

1. euNetworks will select the content presented on the Customer Portal.
2. euNetworks will endeavour to ensure that the Customer Portal is available at all times (other than when maintenance is required to be completed) but euNetworks’ service offering does not include a permanent, error-free availability of the Customer Portal. In particular, euNetworks does not warrant that the Customer Portal is free from system-induced failures, interruption and/or disturbance.
3. The content published on the Customer Portal, in particular, but not limited to texts, pictures, layout, software and structure of the Customer Portal, is protected by intellectual property rights. The reproduction or other use or exploitation of content or data (even in extracts), protected by intellectual property rights, in particular all kinds of use of texts, parts of texts or picture- and video materials, the modification and distribution are only permitted with prior written approval of euNetworks or the respective rights holders. Customer shall be entitled to use the content published on the Customer Portal for internal reporting purposes.

4. The Services in respect of which information is accessed via the Customer Portal are subject to the terms and conditions relevant to the respective Service as set out in the MSA, Customer Order, Service Level Agreement and/or General Terms and Conditions or equivalent documents ("**Customer Contract**") between euNetworks and Customer. The Customer Portal is not subject to any service levels under any Service Level Agreement.

5. In order to use the Customer Portal, the User must sign in using the log in details and password provided by euNetworks. Once a User is logged into the Customer Portal, the User will be able to change his/her password.

6. The User must not (i) permit any third party (other than Users) to access the Customer Portal, (ii) create derivate works based on the Customer Portal, (iii) copy, frame or mirror any part or content of the Customer Portal, (iv) reverse engineer the Customer Portal, (v) access the Customer Portal in order to build a competitive product or service or to copy any features, functions or graphics of the Customer Portal, or (vi) access the Customer Portal after it ceases to be authorised by Customer.

7. euNetworks recommends that Customer does not use group email-addresses (i.e. email addresses that represent a group of employees) that allow access to the Customer Portal for security and traceability reasons. In the event that Customer nevertheless does use group email-addresses, Customer shall (i) be responsible to change the password immediately once an employee leaves such a group and/or Customer's company (and to notify euNetworks), and (ii) make available the Portal Terms of Use to all Users.

8. euNetworks shall not be responsible for loss caused by unauthorised access of the Customer Portal. Customer shall change the passwords regularly in order to prevent unauthorised access to the Customer Portal. Customer shall immediately report security incidents with respect to login/password data to euNetworks.

9. Users shall follow all euNetworks instructions with respect to access and use of the Customer Portal, included but not limited to the instructions described below with regard the Customer Portal Acceptable Use Policy.

10. Customer Portal Acceptable Use Policy

When using the Customer Portal the User may not upload, download, post, e-mail or otherwise transmit any material or content which:

(i) is unlawful, tortious, defamatory or libellous;

(ii) it does not have a right to transmit under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(iii) infringes any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity;

(iv) consists of unsolicited or unauthorised advertising or promotional materials;

(v) contains software viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt or damage the functionality of any computer software or hardware; or which

(vi) does anything which may directly or indirectly interfere with or disrupt the service or servers or networks connected to the service.

11. Term and Termination

11.1. Subject to the provisions of this clause, the Portal Terms of Use commence on the date of acceptance and continue until termination in accordance with this clause.

11.2. Users may terminate access to and use of the Customer Portal without cause at any time upon notice to euNetworks.

11.3. euNetworks will be entitled to terminate access to the Customer Portal at any time on notice to Customer at its sole discretion or upon termination or expiry of the Customer Contract.

12. Liability

Customer acknowledges that the use of the Customer Portal is at Customer's sole risk and euNetworks shall have no liability whatsoever under for any losses arising as a result of the User's use of the Customer Portal (other than liability for losses caused by euNetworks fraud or fraudulent misrepresentation or which cannot be excluded under the applicable law).

13. Changes to Portal Terms of Use

euNetworks may make changes to the Portal Terms of Use from time to time. euNetworks will make a new copy of the Portal Terms of Use available on the Customer Portal, including a statement of the date on which the Portal Terms of Use was last updated. Users understand and agree that if they use the Customer Portal after the date on which the Portal Terms of Use have changed, their use will signify your acceptance of the updated Portal Terms of Use.

14. Law and Jurisdiction

These Portal Terms of Use will be governed by the law and jurisdiction as stated in the relevant Customer Contract.