

# Quali University Portal Terms of Use

ATTENTION: PLEASE READ THIS STATEMENT CAREFULLY BEFORE USING THE QUALI UNIVERSITY PORTAL LOCATED AT <http://university.quali.com> (THIS "QUALI UNIVERSITY PORTAL"). THESE TERMS CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU, THE COMPANY ON WHOSE BEHALF YOU ARE ACCESSING AND/OR USING THE QUALI UNIVERSITY PORTAL IN THE SCOPE OF YOUR EMPLOYMENT, AND THE COMPANY USING THE QUALI UNIVERSITY PORTAL (COLLECTIVELY, "LICENSEE", "YOU" OR "YOUR") AND QUALISYSTEMS LTD. AND/OR ITS AFFILIATES ("QUALISYSTEMS", "QUALI", "WE", "US", "OUR").

YOUR USE OF THE QUALI UNIVERSITY PORTAL CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE (COLLECTIVELY, "TERMS"). IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE QUALI UNIVERSITY PORTAL.

QualiSystems reserves the right to modify these Terms without notice and any modifications are effective ten (10) days following posting of the revised Terms on the Quali University Portal, and Your continued use of the Quali University Portal thereafter means that You (as defined below) accept those changes.

**For such time as these Terms are in effect, we hereby grant You permission to visit and use the Quali University Portal provided that You comply with these Terms and applicable law.**

QualiSystems may, at any time, in its own discretion terminate these Terms or Your access to the Quali University Portal, without liability and with no prior notice. Upon termination or suspension of access by QualiSystems for any reason, You shall cease all use of the Quali University Portal. Access to the Quali University Portal may be monitored by QualiSystems. You represent and warrant that if You are an individual, You are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and subscribe to the Quali University Portal. If You are accessing this Quali University Portal as a representative of an organization, these Terms bind both You individually and the organization and references to "You" and "Your" shall be construed to apply to You individually and the organization. The Quali University Portal is only intended for individuals aged eighteen (18) years or older.

QualiSystems is the sole owner and/or licensee of and maintains intellectual property and copyright protection in all software enabling the Quali University Portal and all materials, information and publications it places or that have been placed or are found on the Quali University Portal (collectively, "Quali University Portal Information" or "Information"). You agree to retain all copyright and other proprietary notices and that you will not copy, reverse engineer, download, directly link into and/or modify the Quali University Portal in any way. You may not use (other than for Your internal informational viewing purpose and in a non commercial manner), download, upload, copy, print, display, perform, reproduce, publish, reverse engineer, create a derivative work or distribute any Quali University Portal or the Quali University Portal Information, in whole or in part, without the prior written consent of QualiSystems.

As a condition of Your use of this Quali University Portal, You will not use the Quali University Portal or the Quali University Portal Information for any purpose that is unlawful or prohibited by these Terms. You will not use this Quali University Portal in any manner that could damage, disable, overload or impair the operation of this Quali University Portal, use by third parties, or the use or launch of any automated system (including without limitation, "robots" and "spiders") to access the Quali University Portal. You agree not to, and will not, use the communications systems provided by the Quali University Portal to send unauthorized commercial communications and You shall be solely responsible and liable for any such unauthorized communications.

Restricted product information may be available on this Quali University Portal for viewing purposes only and only to licensed customers of QualiSystems that are registered to access the Quali University Portal via passwords issued by QualiSystems as further detailed below in the section titled "Registration". This restricted information is considered confidential and the proprietary information of QualiSystems. You will not attempt to gain unauthorized access to any Quali University Portal Information or area within this Quali University Portal.

This same access password may also be used for access to the Community Portal <http://community.quali.com> and the Support Services <https://support.quali.com> , ("Additional Services") in those cases in which You are eligible and registered to access those Additional Services, those specific services' applicable terms of use which can be found at <http://www.quali.com/legal/> (accordingly, Community TOU and Exhibit 1 of EULA located thereunder), shall be the ones that apply to those Additional Services and not these Terms. Agreement to these Terms is not interchangeable with specific agreement to those applicable terms of the Additional Services, which must be separately viewed and agreed to before accessing each of such Additional Services.

## Registration

In order to make use of the Quali University Portal You will be required to create an account ("Account"). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify QualiSystems immediately of any breach of security or unauthorized use of your Account. As between You and QualiSystems, You are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to QualiSystems at [support@quali.com](mailto:support@quali.com). As part of the creation of the Account you may be requested to provide certain information, including among others, full name (mandatory), email (mandatory), password (mandatory), company details (mandatory), job title (mandatory), phone number (mandatory), country (mandatory) ("**Registration Data**"). You agree to provide true, accurate, current and complete Registration Data as prompted by the registration process and to maintain the security and confidentiality of your password and any other security or access information used by You to access Quali University Portal and, if applicable, the Additional Services that may be accessible with use of such password as detailed above. You agree that your username and password shall be non-transferable. You further agree not to impersonate another person in your use of the Quali University Portal or the sending of any email to an address listed on the Quali University Portal. You are required to immediately notify us in writing, if You become aware of any loss, theft or unauthorized use by any other person or entity, of any of your Registration Data in connection with the Quali University Portal.

We may, for any reason, in our sole discretion and without notice or liability to You or any other third party, refuse registration or immediately suspend or terminate your Account and refuse any and all current or future access to and use of the Quali University Portal (or any portion thereof). Grounds for such termination may include, but are not limited to, loss, theft or unauthorized use of your Registration Data, violation of the letter or spirit of these Terms, the Additional Services applicable terms and/or of QualiSystems' Privacy Policy, providing Registration Data that is inappropriate or offensive in QualiSystems' discretion, if QualiSystems has reasonable grounds to suspect any of the Registration Data that you provided is inaccurate, not current or incomplete, or extended periods of inactivity, and/or illegal or unlawful use or transfer of your username or password, including if used not in accordance with these Terms or the applicable terms of the other Additional Services, if applicable.

You may not use any of QualiSystems's proprietary logos, marks, or other distinctive graphics, video, or audio material. You may not link or replicate any page of Quali University Portal Information on the Quali University Portal or the Quali University Portal itself in any manner, including in any way reasonably likely to 1) imply affiliation with or endorsement or sponsorship by QualiSystems; 2) cause confusion, offense, mistake, or deception; 3) dilute QualiSystems's

trademarks, service marks or trade names; 4) enable access or viewing by anyone other than You or 5) otherwise violate applicable law.

QualiSystems makes no representations or promises to develop, provide or market any software, service or product discussed on this Quali University Portal, and You shall not rely on the information provided or the prospect of availability of any software, service or product currently in development or currently anticipated to be made available in the future. Quali University Portal Information may refer to products, programs or services that are not available in Your country. Consult Your local QualiSystems representative for information about the products, programs and services that may be available to You.

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Neither QualiSystems nor any of its affiliates or suppliers or its or their officers, directors, employees, agents, representatives or subcontractors shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data processing failures, telecommunications or Internet problems, utility failures or problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war or other like causes beyond the reasonable control of QualiSystems. The Quali University Portal may also occasionally be unavailable for routine maintenance, upgrading, or other reasons with no prior notice. QualiSystems shall have no responsibility to and regarding the provision of access to this Quali University Portal while the interruption of this Quali University Portal continues. QualiSystems may discontinue providing access to this Quali University Portal at any time.

#### **Disclaimer; Limitation of Liability; Indemnity**

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF QUALISYSTEMS FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE QUALI UNIVERSITY PORTAL AND/OR THE QUALI UNIVERSITY PORTAL INFORMATION OR CONTENT, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID OR PAYABLE BY YOU TO QUALISYSTEMS FOR USING THE QUALI UNIVERSITY PORTAL DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

You agree to release, defend, indemnify and hold QualiSystems and any affiliates, directors, employees and officers harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Your access to or use of this Quali University Portal, the Quali University Portal, Your interaction with any Quali University Portal user or Your violation of these Terms.

### **Export and Trade Controls**

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of this Quali University Portal or any Quali University Portal Information provided on or pursuant to this Quali University Portal except in full compliance with all United States, foreign and other applicable laws and regulations.

### **Submissions, Privacy and Consent**

Privacy. We will use any Personal Information that You may provide us, or that We may collect or obtain in connection with the Quali University Portal (including the Registration Data and Account) in accordance with Our Privacy Policy which is available at <http://www.quali.com/Legal>). ("**Privacy Policy**"), and You are aware, agree and you expressly, freely, affirmatively and unequivocally consent that that we may do so. Notwithstanding, You are aware that You are not legally obligated to provide Us Personal Information, and You hereby confirm that providing Us Personal Information is at Your own free will.

If applicable, any feedback, information, material or idea You submit to the Quali University Portal by any means will be treated as non-confidential and non-proprietary and may be used by QualiSystems and its affiliates for any purpose whatsoever, including without limitation the development and/or provision of products and services. Any Personal Information, as further detailed and defined in the Privacy Policy (<http://www.quali.com/legal> under Privacy Policy) which You provide whether through the Registration process or in any other way, may be used as detailed under the Privacy Policy and for sending You notification about new courses, alerts/messages about courses You registered to, for support purposes , and/or respond to a "Contact Us" or administrative request (for example, to change your password) and transferred to third parties, including outside of your territory, and including to the US or outside the European Economic Area / European Union, and including to Matrix LMS who power the Quali University Portal and you expressly, freely, affirmatively and unequivocally consent to this, including but not limited to MatrixLMS's Terms of Use (<https://www.matrixlms.com/info/terms>) as well. Your use of the Quali University Portal is an approval of the terms of such Privacy Policy and use of all information according to such Privacy Policy. If you do not agree to such additional terms, do not use the Quali University Portal. All Personal Information and other information submitted to the Quali University Portal, through it or related to it, will be used by QualiSystems in accordance with its Privacy Policy. Except as expressly stated in the Privacy Policy, QualiSystems does not make any representations, warranties or conditions as to the security of any information You may provide or activities You engage in during the course of Your use of the Quali University Portal. You shall not post or otherwise transmit to or from this Quali University Portal by any means any defamatory, libelous, obscene, unlawful, or pornographic material or any other material or information which could result in any civil or criminal liability. At all times, You may choose whether or not to provide or disclose Personal Information. If you choose not to provide mandatory Personal Information, You may be

unable to access certain options, programs, offers, and services that involve our interaction with You, including but not limited to the Quali University Portal.

Data Transfer. As detailed above, please note that making use of such Quali University Portal means that You are aware and you expressly, freely, affirmatively and unequivocally consent that We may transfer your information, including your Personal Information, and process it on servers outside your country of residence and outside of the European Economic Area / European Union, including to Matrix LMS who power the Quali University Portal and QualiSystems may engage third parties to perform necessary business functions on its behalf, such as outside contractors or service providers (e.g. hosting company, data servers, storage facilities) for example, in connection with communications to users, data storage facilities, and other aspects of Quali University Portal operations. If it is necessary for the performance of their duties, these third parties may have access to Your information, Your Personal Information. These third parties are required not to use any information for any purpose other than to provide services to QualiSystems or to You on QualiSystems behalf. They are also required to protect the information with adequate reasonable security measures. Your information and Personal Information may be transferred in and out of, stored, maintained, and processed in and out of the United States, Europe or in and out of other countries where QualiSystems has facilities or where QualiSystems has engaged a service provider. This storage, maintenance or processing will be performed under privacy and security laws and standards that may not be as protective as those in Your jurisdiction. Your use of the Quali University Portal is an affirmative and complete consent to such transfer and storing, including outside of your territory and to the United States. If You have any concern about the above, do not make use of the Quali University Portal or provide QualiSystems with such Personal Information. For full detail of QualiSystems use of Private Information please see our Privacy Policy at <https://www.quali.com/Legal>. Additionally, to the extent that any Personal Information is collected, stored or transferred You hereby represents that You have has received any required consents from the data subjects for use and for the purpose for which this Personal Information is collected, stored or transferred, including by informing the data subjects the following, among others, as required under any applicable law, including any applicable privacy laws.

### **Restricted Rights Legend**

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### **General**

These Terms and the relationship between You and QualiSystems shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. You agree to submit to the exclusive jurisdiction of the courts located in Delaware and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that QualiSystems may seek injunctive relief in any court of competent jurisdiction. These Terms together with Our Privacy Policy shall constitute the entire agreement between You and QualiSystems concerning the Quali University Portal. If any provision of these Terms are found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or modified, the court shall fully enforce these Terms.

You and QualiSystems are independent contractors and nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between You and QualiSystems. You must not make or undertake any warranties, representations, or obligations on behalf of QualiSystems. These Terms, and any rights and licenses granted hereunder, may not be

transferred or assigned by You but may be assigned by QualiSystems without restriction or notification to You. No waiver of any term of these Terms shall be deemed a waiver of any other term, and a party's failure to assert any right under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE RELATED TO THE QUALI UNIVERSITY PORTAL MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

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