

## Terms of Use

The following terms of use apply to all users or visitors of this website.

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

#### **Terms of Website Use and Acceptance of Terms of Use**

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#### **Other applicable Terms**

These Terms of Use refer to the following additional terms, which also apply to your use of our site:

- our Privacy Notice, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- our Cookie Notice sets out information about the cookies on the Website.

#### **Changes to the Website; Changes to Terms of Use**

We may update the Website from time to time and may change the content at any time in our sole discretion. These changes will be effective immediately upon posting. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that the Website, or any content on it, will be free from errors or omissions. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. We may revise these Terms of Use at any time in our sole discretion by amending this page. These changes will be effective immediately upon posting. Please check this page from time to time to take notice of any changes we make, as your continued use of the Website following the posting of the revised Terms of Use makes them binding upon you.

#### **Passwords; Security**

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify VikingCloud of any unauthorised use of your user name or password or any other breach of security, and ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time, for any reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

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## **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You may not use the Website:

- in any way that violates any applicable federal, state, local and international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US, EU or other countries);

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use;
- to transmit, or procure the sending of, any non VikingCloud advertising or promotional material, or any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware, logic bombs or other material which is malicious or technologically harmful or designed to adversely affect the operation of any computer software or hardware;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, pornographic, hateful or unlawful, content, material or information;
- to impersonate or attempt to impersonate VikingCloud or any VikingCloud employee, another user, or person or entity (including, without limitation, the use of email addresses associated with any of the foregoing).

You also agree that you shall not:

- use the Website, any content on the Website, or the output of any services provided via or in connection with the Website: (1) to train or develop any machine learning tools or models, large language tools or models, deep machine learning tools or models, or any other artificial intelligence tools or models; or (2) as input for or to train or in any way in connection with any software or service that incorporates or uses machine learning or any other type of artificial intelligence;
- reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provision of these Terms of Use;
- frame or mirror any part of the Website or any software used by or in conjunction with the Website without prior written consent;
- use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
- modify, adapt, sub-licence, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or any software used by or in conjunction with the Website;
- attempt to gain unauthorised access to the Website, in particular non-public areas, the server on which the Website is stored or any server, computer or database connected to the Website.
- attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence and we may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Failure to abide by these rules will result in VikingCloud terminating your access to the Website and may be the basis of legal action against you.

### **Geographic Restrictions**

Not all features, products or services discussed, referenced, provided or offered through this Website are available to all persons or in all geographic locations.

## **No reliance on information**

The content on the Website is provided for general information only and it is not intended to be advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Website. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

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THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

### **Indemnity**

You agree to indemnify us and keep us indemnified and hold us harmless (including our directors, officers, agents, and employees) against all losses, liabilities, costs, charges, demands, proceedings, damages, actions, expenses and claims, including reasonable attorney’s fees, howsoever incurred by us as a result of your use of the Website or a breach by you of any of these Terms of Use.

### **Linking to the Website**

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Website must not be framed on any other site without our prior written consent. We reserve the right to withdraw linking permission without notice. You agree to cease such linking if, in our sole opinion, the website from which you are linking impacts upon our goodwill or reputation. If you wish to make any use of content on the Website other than that set out above, please contact [marketing@vikingcloudcertification.com](mailto:marketing@vikingcloudcertification.com).

### **Governing Law; Venue**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in Chicago, Illinois, USA, and the parties expressly consent to personal jurisdiction and venue in those courts.

### **Waiver**

No waiver of these Terms of Use by VikingCloud shall be deemed a further or continuing waiver of such or any other term or condition, and any failure by VikingCloud to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, so that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these terms of use or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

### **Entire Agreement**

The Terms of Use and our (i) Privacy Notice and (ii) Cookie Notice constitute the sole and entire agreement between you and VikingCloud with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **About Us**

VikingCloud Audit & Certification, LLC is a Delaware limited liability company with an address at 111 North Wabash Ave. Suite 100, #3290, Chicago, IL 60602, USA.

### **Contact Us**

Thank you for visiting the Website. To contact us, please email [marketing@vikingcloudcertification.com](mailto:marketing@vikingcloudcertification.com).

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