

General Terms and Conditions

Academy to Innovate HR (AIHR) - Last updated April 2021

I. Introduction and Eligibility

Definitions. These General Terms and Conditions (“**Terms**”) constitute a binding agreement between the user and Analytics in HR B.V., and its affiliates and subsidiaries (“**AIHR**”, “**we**”, “**us**”). Please read these Terms carefully before using the AIHR Service (defined below). “You” and “users” shall mean all visitors to and customers of the AIHR Service as well as any subscription purchased by any user or customer which entitles one or more users to access and use the Software to complete the relevant online courses. Your use of the AIHR Service signifies your agreement to be bound by these Terms each time you access the AIHR Service. If you do not agree to any of these Terms, do not use the AIHR Service. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the AIHR Service.

Revisions to Terms. We reserve the right, in our sole discretion, to revise these Terms at any time, in whole or in part, by posting an updated version. Changes to these Terms will be effective when posted. You agree to visit [this page](#) periodically to review the most current Terms and your continued use of the AIHR Service, or any part thereof after any changes to these Terms are posted constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using the AIHR Service.

International Users. The AIHR Service is operated from the Netherlands but may be accessed in other parts of the world. If you are located outside of the Netherlands and you access or use the AIHR Service, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the AIHR Service complies with all applicable local laws in the jurisdiction from where you access or use the AIHR Service. By submitting any personally identifiable information to us through the AIHR Service, you consent to the transfer, processing and storage of your information in the European Union and/or the United States. You understand that personal data stored in the United States can be accessed by the US-authorities, which contains the risk that your personal data is used by those authorities for their purpose. AIHR has no influence on that and cannot be held responsible in case the authorities will use the personal data for their purpose. In AIHR’s philosophy, e-learning will be most effective when supported by tutors and fellow students. Our community environment used for this supports this contact. By starting a course, you consent that your

personal data is shared with your tutors and fellow students. To our processing of your personal data the AIHR Privacy Policy applies, which can be found on our website (<https://www.aihr.com/privacy-policy/>).

Applicability. These Terms apply to all services and agreements with us, unless and insofar as not expressly otherwise agreed in writing. Varying provisions and any standard terms and conditions of the user apply only if and to the extent that they have been accepted by us explicitly and in writing and only for the Terms for which they have been accepted. Should one or more of the provisions of the Terms at any time become partially or wholly invalid or unenforceable, the remainder of the provisions shall remain in full effect. In case of invalid or unenforceable provisions, AIHR and the user shall enter consultations with the aim of agreeing an alternative valid and enforceable provision, whereby the scope of the Terms is maintained.

II. The AIHR Service

The “**AIHR Service**” means the websites located at www.analyticsinhr.com, www.academy.aihr.com, www.aihr.com, www.digitalhrtech.com, and any associated software, applications, books and Internet services under AIHR’s control, whether partial or otherwise, used in connection with providing the services provided by AIHR. The AIHR Service provides, amongst other services, an online platform to enable you to view information online and through other connected devices about classes, courses, workshops, community, and other education programs, certificate programs, All You Can Learn subscriptions, and events offered by AIHR (collectively, “**Courses**”, Individually, “**Course**”). These Courses may be made available for free or for a fee and for a set time, at AIHR’s sole discretion. Together with our members, thought leaders, and seasoned practitioners (collectively “**Instructors**”), AIHR offers a robust curriculum focused on the development of digital, analytical, and other technical skills in Human Resources by which technology can be leveraged to create industry-changing policies and successful companies. The AIHR Service also provides an online platform to enable you to view information online (in the form of posts, videos, lessons, reading material, and other media forms) and through other connected devices. Note: the AIHR Courses constitute a license to get access to the AIHR Content (defined below) for a certain duration.

Sign Up for a Course. You may sign up for a Course using the AIHR Service. We cannot promise a 100% uptime of our websites and availability of the Course.

Chat Room Service and Blog Post. You may be able to engage in online chat sessions with other users of the AIHR Service, including Instructors, as well as post comments on blog

posts or in the AIHR community. You should always exercise caution, good sense, and sound judgment when submitting messages or information to be posted in the community, a chat room or on a blog. Think – and read twice – before you post anything. You are responsible for any comments or materials you post in the community, a chat room or on a blog, and you assume all liability arising out of a post. We discourage the posting of sensitive, personal, or harmful information in comments or posts and we are not responsible for the use, by any third parties, of your personal information that you publicly post. AIHR makes no representations and warranties with respect to the confidentiality of any posts you make through the AIHR Service.

Third-Party Services. The AIHR Service may link to third-party websites to facilitate its provision of services to you. If you use these links, you will leave the AIHR Service. Some of these third-party websites may use AIHR Content (defined below) under license from AIHR. AIHR is not responsible for these third-party websites, whether or not AIHR is affiliated with such third-party websites. Through our use, we do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that AIHR is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the AIHR Service.

Social Sign-On. The AIHR Service may allow you to register and log in using sign-on functionality provided by social networks, such as Google, Facebook, LinkedIn and with Apple ID. You agree to abide by the social networks' terms and conditions applicable to you.

III. Software

Software. "Software" means the Shareable Content Object Reference Model ("SCORM") compatible versions of online courses described on the Schedule. **"Software Defect"** means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of: (i) any act or omission of customer or user(s); (ii) a failure of customer or users to perform or observe any of its obligations in this Terms and Conditions; and/or (iii) an incompatibility between the Software and any other system, network, application, program, hardware or software not compatible with the Software;

"Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

IV. Financial Matters

Definitions. AIHR provides its services to individuals and organizations. In these Terms and Conditions, the following definitions apply. **“Individually Purchased”** meaning a Course which has been bought by an individual for that same individual or for one or two other individuals. **“Team License”** meaning a set of Courses which has been bought by an individual or company for more than two other individuals or users. These terms and conditions will make some distinctions between these Individually Purchased Courses and Team Licenses as Team Licenses provides additional benefits over Individually Purchased Courses.

Courses. AIHR may charge you fees to enroll in a Course, at its own discretion. The amount of any fees may be revised by AIHR from time to time and vary from course to course and topic to topic.

You Agree To Pay Us For Your Purchases. You agree to pay for all products and services that you purchase through the AIHR Service, and you agree that we may charge your selected payment method, either directly or through the services of a third-party payment processor, for any such payments. Only those payment methods accepted by our third-party payment processor can be used to purchase products, goods, or services through the AIHR Service.

Third-Party Payment Processors. AIHR currently uses third-party payment processors for electronic commerce. Our third-party payment processors accept payments through the methods detailed on the applicable payment screen, which may include various credit cards, Google Pay, and PayPal. Information that you supply to our payment processors is not stored by us or within our control and is subject to each of our third-party payment processors’ own privacy policies and terms and conditions. Third-party payment processors may charge a fee to process payments and AIHR is not responsible for any fees charged by them. AIHR disclaims all liability with regards to any fees or problems you may have with third-party payment processors.

Availability of Certain Forms of Payment. AIHR makes no representations and warranties about the continued availability of any particular form of payment method made available for use with the AIHR Service.

Pre-Authorization. When you provide a credit card number to us to activate and/or pay for any fees related to AIHR, we, through our third-party payment processors, may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These

pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

Timing of Charges. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together.

Disputed Charges. You agree to submit any disputes regarding any charge to your account in writing to AIHR within thirty (30) days of such charge, or your dispute will be waived and such charge will be final and not subject to challenge. You may dispute a charge by sending an email to us at support@aihr.com, specifying the topic in the subject line.

Subscription. Any Individually Purchased All You Can Learn or certificate program (which by definition bundles multiple different smaller, individual courses) is sold in the form of a subscription with an upfront cost and a lower annual fee. Any Team Licenses are sold as subscriptions that will automatically renew if not cancelled within 60 days before the expiration date. In case of cancellation, the subscription period will remain active until the expiration date.

Refunds. For any Individually Purchased Course AIHR reserves the right, but is not obligated, to refund fees paid. AIHR offers a 60-day money back guarantee for all its individually purchased courses, in which we will refund the purchase price for any reason. AIHR may modify its refund policy at any time with or without specific notice to you, provided, however, that the refund policy in effect at the time of any transaction shall apply to such purchase despite any subsequent change in such policy. Please contact support@aihr.com to request a refund.

- For any Individually Purchased Courses, you have a statutory term of 14 days to cancel your booking without charge. This term starts from the date of the online booking.
- For any Individually Purchased Courses, there is a 60 day money-back guarantee. In case of potential misuse (e.g., an online course has been fully completed and a certificate has been claimed within these 60 days before the money back guarantee is claimed) AIHR reserves the right to deviate from this guarantee and return none, or only part of the original purchase amount.
- If you cancel a booked offline event or course, there will be no refund. If you don't show up (e.g., if you are ill), you will get access to the materials, but we cannot guarantee a seat on a next course. There shall be no refund.
- Any Individually Purchased All You Can Learn annual subscription can be cancelled anytime. In case of cancellation, the subscription period will remain active until the

expiration date.

- AIHR will pay any refunds under this clause within 30 days of a refund request.

Failure to pay. For any Individually Purchased Courses, access will be granted after payment has been received by AIHR. For any Team Licenses, access may be granted earlier. For any Courses, failure to pay within 30 days will result in removal from the program until all the payments have been made. A failure to pay does not equal a cancellation.

Taxes. “Taxes” include sales, use, value added, or transaction taxes and other government-imposed fees and charges. You are responsible for determining and paying the appropriate taxes resulting from a transaction occurring through the AIHR Service. AIHR is not responsible for collecting, reporting, paying, or remitting to you any such taxes, unless required by law.

Currency. We accept a variety of international currencies, including but not limited to U.S. Dollars, Canadian Dollars, Great Britain Pounds, and Euros, depending on where you are located. The currency required for settling transactions with us will be displayed when you check out. Your transaction may be subject to applicable currency conversion-related transaction fees and exchange rate changes.

Legal authority. You agree that if you create an account and use the AIHR Service on behalf of a business entity (e.g., corporation) you have the necessary legal authority and capacity to do so as an authorized agent of the business entity. You agree that you have the authority to bind the business entity in legal agreements and contracts.

Account creation. To use some parts of the AIHR Service, you must create an account. You represent and warrant that the information you provide to AIHR upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Your Login Credentials. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately if you believe the confidentiality of your login credentials has been compromised or if you suspect unauthorized use of your account. You agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

Any Purchases Made From REED.co.uk. For any purchases directly made from reed.co.uk,

under this policy, you may cancel your purchase of the course within the period of 14 calendar days from the date on which the contract of purchase is concluded. This is called a “Cancellation Period”. Note that if you redeem your reed.co.uk affiliate voucher during the Cancellation Period, you expressly request us to begin providing the course materials and you acknowledge that you lose your right to cancel the purchase of the course and get any refund for it.

V. Communications

If you have registered to use the AIHR Service or are registered for a Course, you agree to receive emails from us at the email address you provided to us for customer service related purposes, even if you have chosen to opt-out of marketing communications.

Electronic Notices. By using the AIHR Service or providing any personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the AIHR Service. If we learn of a security breach relating to your personal information that is required to be reported pursuant to applicable security breach notification laws, we may attempt to notify you electronically by posting a notice on the AIHR Service or by sending an email directly to you.

VI. AIHR’s Content Ownership and Use

The contents of the AIHR Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other AIHR content (collectively, “**AIHR Content**”). All AIHR Content and the compilation (meaning the collection, arrangement, and assembly) of all AIHR Content are the property of AIHR or its licensors and are protected under copyright, trademark, and other laws.

License to You. Subject to these Terms, we hereby grant you the limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide license to access and use the AIHR Service and the AIHR Content solely for the use of AIHR’s services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the AIHR Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original AIHR Content on any copy you make of the AIHR Content in accordance with these Terms.

No AIHR Content or other material made available on or through the AIHR Service may be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold,

transferred, publicly displayed, distributed, or used to create derivative works, in any way, without written permission of the copyright owner, unless such content is specifically made available for and authorized to be downloaded from the AIHR Service, in which case you are authorized to download a single copy of such materials for your own use. For example, certain Course materials may be made available as unprotected PDF files that can be downloaded by registered Course participants and/or other users of the AIHR Service. Materials not made available for download may not be downloaded or copied without prior written permission. Modification of materials obtained from the AIHR Service, including, but not limited to, User Content, for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of AIHR or its licensors, unless you have obtained express written authorization to the contrary.

No Commercial Use. No materials obtained from the AIHR Service, even if authorized for download from the AIHR Service, may be redistributed, nor may they be used for any commercial purpose, without AIHR's prior written permission.

Additional Licenses. Certain materials made available for download from or through the AIHR Service may be subject to additional or different license terms and conditions, such as terms and conditions set forth in a Creative Commons license. Any such terms and conditions shall be identified in advance for such materials, and by downloading any materials governed by any other license terms and conditions, you hereby agree to be bound by and comply with such terms and conditions.

No Implied Rights. There are no implied licenses granted in these Terms.

AIHR Marks. AIHR, the AIHR logo, and other AIHR logos and product and service names are or may be trademarks or other copyrights of AIHR (the "AIHR Marks"). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the AIHR Marks.

VII. Your User Content and Our License to Use

Your User Content. The AIHR Service may provide you with the ability to create, post, or share content, including messages in chat rooms or comments in the community or on blog posts, as well as Student Work ("Your User Content"). You or a third-party licensor, as appropriate, retain all intellectual property rights to Your User Content. You are responsible for protecting those rights.

AIHR's Use of Your User Content. By creating, posting, or sharing Your User Content, on or

through the AIHR Service, and subject to AIHR's Privacy Policy, and except as otherwise expressly stated, you grant AIHR an irrevocable, perpetual, transferrable, unconditional, unrestricted, sublicensable, world-wide, non-exclusive, royalty-free license to copy, use, reproduce, modify, remove, publish, upload, distribute, transmit, publicly display and create derivative works from Your User Content for any purpose without compensation to you or anyone related to you, including for the purpose of promoting AIHR and our services. Notwithstanding the foregoing, with respect to our use of your Student Work, we agree not to modify Student Work without your express permission. You waive any rights you may have regarding Your User Content, except for Student Work, being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of Your User Content at our sole discretion. Upon your request, AIHR will discontinue this licensed use within a commercially reasonable period after Your User Content is removed from the AIHR Service.

If you are an Instructor, the license grant above is also applicable to any content you create for the purpose of your Course (such as syllabi, slides or homework) that you forward to the AIHR team or post on the AIHR platform.

Non-Acquirement of Others' Content. You understand and agree that you will not obtain, through use of the AIHR Service, any right, title, or interest (including intellectual property rights) in the content delivered via the AIHR Service.

You Must Have Rights Over the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through the AIHR Service or otherwise have the right to grant the license set forth in these Terms; (ii) the posting and use of Your User Content on or through the AIHR Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Your User Content on the AIHR Service does not result in a breach of contract between you and a third party. You agree to pay all fees owed to any person or corporation as a result of posting Your User Content on the AIHR Service. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary.

The AIHR Service contains content from users and other AIHR licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the AIHR Service.

VIII. Suggestions and Submissions

We appreciate hearing from our users and welcome your comments regarding the AIHR

Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (“**creative ideas**”), including blog posts and learning material appropriated for the online learning platforms, we shall:

1. Own, exclusively, all now known or later discovered rights to the creative ideas;
2. Not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. Be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person, unless explicitly agreed upon otherwise.

IX. User Content Disclaimers, Limitations, and Prohibitions

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users of the AIHR Service. You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. By using the AIHR Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate. You acknowledge that complex software is never wholly free from software defects, errors and bugs; and subject to the other provisions of this terms and conditions, AIHR gives no warranty or representation that the Software or platform will be wholly free from defects, errors and bugs.

You expressly acknowledge and agree that you are solely responsible for Your User Content on the AIHR Service. AIHR does not endorse, nor is it responsible for, Your User Content on the AIHR Service. You assume all risks associated with Your User Content, including anyone’s reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of Your User Content through the AIHR Service. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

You agree to use the AIHR Service only for its intended purpose. You must use the AIHR Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the AIHR Service are prohibited. You may not:

1. Attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the AIHR Service, user accounts, or the technology and equipment supporting the AIHR Service;
2. Frame or link to the AIHR Service without permission;
3. Use data mining, robots, or other data gathering devices on or through the AIHR

- Service;
4. Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
 5. Disclose personal information about another person or post any content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct or that gives rise, or potentially gives rise to civil or criminal liability or that violates any applicable law;
 6. Sell, transfer, or assign any of your rights to use the AIHR Service to a third party without our express written consent;
 7. Re-create parts of the AIHR commercial offering (specifically the academy) for free or commercial use.
 8. Post advertising or marketing links or content, except as specifically allowed by these Terms;
 9. Use the AIHR Service after your account has been terminated, without our consent;
 10. Use the AIHR Service in an illegal way or to commit an illegal act in relation to the AIHR Service or that otherwise results in fines, penalties, and other liability to AIHR or others; or
 11. Access the AIHR Service from a jurisdiction where it is illegal or unauthorized.

X. Consequences of Violating These Terms

We reserve the right to suspend or terminate your account and prevent access to the AIHR Service for any reason, without any notice, at our discretion. We reserve the right to refuse to provide the AIHR Service to you in the future.

AIHR may review and remove any of Your User Content at any time for any reason, including for any activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of users of the AIHR Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the AIHR Service and you will fully indemnify and hold AIHR harmless from and against all such liabilities.

XI. AIHR's Liability

Changes to the AIHR Service. We may change, suspend or discontinue any aspect of the AIHR Service at any time, at our sole discretion, including hours of operation or availability of

the AIHR Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the AIHR Service, including POP licensing or relationship authentication. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release AIHR of all claims, demands, and damages in disputes among users of the AIHR Service. You also agree not to involve us in such disputes. Use caution and common sense when using the AIHR Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the AIHR Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the AIHR Service. Use of the AIHR Service is at your own risk.

Third-Party Websites. The AIHR Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the AIHR Service.

A. DISCLAIMER OF WARRANTIES

Released Parties Defined. “Released Parties” includes AIHR and its affiliates, officers, employees, agents, service providers, partners, Instructors, and licensors. You expressly understand and agree that: (a) your use of the AIHR service is at your sole risk, and the AIHR service is provided on an “as is” and “as available” basis and the released parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as to products or services offered by businesses listed on the AIHR service, implied warranties of merchantability, fitness for a particular purpose, and non-infringement; (b) the released parties make no warranty that (i) the AIHR service will meet your requirements, (ii) the AIHR service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the AIHR service will be accurate or reliable, (iv) the quality of any goods or service available on the AIHR service will meet your expectations, and (v) any errors in the AIHR service will be corrected; and (vi) any material downloaded or otherwise obtained through the use of the AIHR service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

You expressly understand and agree that the released parties shall not be liable to you or anyone else, under any theory of liability (whether in contract, tort, statutory or otherwise), for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if AIHR has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the AIHR Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the AIHR Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any user or third party on the AIHR Service; (v) your reliance on content made available by us; or (vi) any other matter relating to the AIHR Service. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.

To the fullest extent permitted by applicable law, our maximum liability arising out of or in connection with the AIHR Service or your use of AIHR Content, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise), will not exceed what we can recover under insurance, or in the absence of cover under insurance to € 10,000.00 (ten thousand euros).

Indemnification. You agree to defend, indemnify, and hold harmless the released parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any AIHR Content, (iii) any of your user content, (iv) your violation of any person's intellectual property, privacy, publicity or other right, (v) the violation of any applicable laws and/or these terms by you and/or anyone using your log-in credentials to access and otherwise use the AIHR Service (in whole or in part), (vi) the breach of any of your warranties, representations, responsibilities or other obligations set forth in these terms, or (vii) the willful misconduct of you or anyone accessing the AIHR Service using your log-in credentials. We shall provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the AIHR service.

Nothing in these Terms and Conditions shall give to the customer, user, or any other person any right to access or use the Source Code or constitute any license of the Source Code.

XIII. AIHR's Liability

These Terms (in combination with the Subscription Agreement, if executed with you) constitute the entire agreement between you and AIHR concerning your use of the AIHR Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

These Terms and the relationship between you and AIHR shall be governed by the laws of Netherlands, without regard to its conflict of law provisions, regardless of where you live. You and AIHR agree to submit any disputes relating to your use of the AIHR Service for final and binding arbitration under the rules of the Netherlands Arbitration Institute (<https://www.nai-nl.org/en/>). Any such arbitration, to the extent necessary, shall be conducted in Rotterdam, The Netherlands. The arbitration shall be conducted in the English language. Claims up to EUR 250,000 will be resolved by one arbitrator. You covenant not to sue AIHR in any other forum.