

Forglobal - Terms of Service

At Forglobal, we believe in the benefits of a connected world. We think innovations should be shared easily. That international business grows economies and jobs. We want to enable companies and people to grow, so they can reach their full potential. To accomplish that mission, we created the Forglobal.com platform, which globally facilitates local market entry.

Please find below the Terms of Service. Please read them carefully, because they govern your use of our platform.

1. Agreement

- 1.1. Binding agreement. These Terms of Service shall govern your use of the Forglobal.com platform (“the Platform”) and qualify as a legally binding agreement between you as the registered user(s) of the Platform (referred to as “you”, “your”, “User” or “Member”) and Forglobal Group International B.V. referred to as “we”, “our” or “Forglobal”).
- 1.2. Applicable terms. Your use of the Platform and Forglobal’s services (including events and workshops), software and products (collectively referred to as the “Services”) is subject to these Terms of Service as well as any other rules and policies that Forglobal may publish from time to time through the Platform (“Terms”). Please do not use the Platform or Services if you do not accept all of the Terms.
- 1.3. Modifications. You acknowledge and agree that we may amend any Terms at any time by posting the relevant amended and restated Terms on the Platform. By continuing to use the Services or the Platform, you agree that the amended Terms will apply to you.

2. Registration

- 2.1. One account. You must be registered on the Platform to access or use some Services. You may only register one User account on the Platform, unless we approved registering multiple accounts. You may be entitled to create additional user accounts under your User account (Mandated User accounts), which accounts may have limited functionality. We may cancel or terminate your account if we have reasons to suspect that you have concurrently registered or controlled two or more User accounts and you shall indemnify us against any loss or damages suffered as a result of such multiple use. Further, we may reject your application for registration for any reason.
- 2.2. Correct information. You will be required to provide information or material about your entity, business or products/services as part of the registration process on the Platform. You warrant and agree that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Service is true, accurate, current and complete (including that the address you provide when registering is the principal place of business of your business entity); (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete; and (c) you have full power and authority to accept the Terms and to perform the obligations hereunder. When you sign up for paid Services and/or when you become a (paid) Member, you agree that we may verify your business and the accuracy of the information you provided.
- 2.3. Authorized use. You agree that all activities that occur under your account, including activities by Mandated Users under your account, will be deemed to have been authorized by you. If activities that occur under your account are subject to any required licenses, consent or authorization, you shall be responsible to obtain such. By using the Services in the course of a business, you bind both yourself and the person, company or other legal entity that operates that business or organisational project to these Terms, and in these circumstances references to “you” in these terms and conditions are the individual User, the relevant person, company or legal entity as well as any users authorized by you.
- 2.4. Secure your password. You shall be solely responsible for maintaining the confidentiality and security of your username and password and for all activities that occur under your account and . You may not share, assign, or permit the use of your username or password by another person outside of your own business entity. You shall notify us immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

3. Use of the Platform

- 3.1. Third party websites. Through the Platform, we may allow you to access content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' websites. We have no control over such third parties' web sites, do not monitor such websites, and shall not be responsible or liable to anyone for such websites, or any content, products or services made available on such websites.
- 3.2. No undermining of integrity. You agree not to undertake any action to undermine the integrity of our computer systems or networks and/or any other User nor to gain unauthorized access to such computer systems or networks.
- 3.3. No undermining recommendation system. You agree not to undertake any action which may undermine the integrity of our recommendation system, such as leaving positive feedback for yourself using a secondary User account or through third parties or by leaving unsubstantiated negative feedback for another User.
- 3.4. Cooperation. You agree to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Forglobal's provision of the Services, evaluating whether you have breached the Terms and/or handling any complaint against you.
- 3.5. No monitoring. You acknowledge and agree that we shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or material or information created, obtained or accessible through the Platform or Services. We do not endorse, verify or otherwise certify the contents of any comments or other material or information made by any User. Each User is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.
- 3.6. Compliance with laws. You acknowledge and agree that you are solely responsible for observing applicable laws and regulations to ensure that all use of the Platform and Services are in compliance with the same.
- 3.7. Not part of transactions. Through the Platform, we provide a web-based platform for exchanging information between buyers and sellers of products and services. However, we do not represent either the seller or the buyer in specific transactions. We do not control and are not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Platform or the ability of Users to complete a transaction.

4. Your Content

- 4.1. License to use. By posting or displaying any information, documentation, content or material, including your company profile ("Your Content") on the Platform (including its knowledge center) or providing any of Your Content to Forglobal or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Forglobal to display, transmit, distribute, reproduce, publish, duplicate, translate and otherwise use any or all of Your Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of Users. You confirm and warrant to Forglobal that you have all the rights, power and authority necessary to grant the above license. You shall indemnify us and hold us harmless from and against any and all damages, claims, obligations, losses, liabilities, expenses and costs of any kind including legal representation arising from your violation of any rights of a third party, including but not limited to copyrights and intellectual property rights, by posting or displaying Your Content.
- 4.2. Authorized to use. You represent, warrant and agree that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding Your Content that you submit, post or display; (b) any of Your Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("Third Party Rights"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in Your Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.
- 4.3. True and lawful. You represent, warrant and agree that Your Content that you submit, post or display shall: a) be true, accurate, complete and lawful; b) not be false, misleading or deceptive; c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive,

sexually explicit or harmful to minors; d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; e) not violate the Terms; f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations; and g) not contain any link directly or indirectly to any other web sites which includes any content that may violate the Terms.

5. Payments

- 5.1. Fees. If you purchase any of our paid Services, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the suspension or termination of the Services and/or your User account.
- 5.2. Set off. We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.
- 5.3. Non-refundable. You agree to pay us the applicable fees and taxes unless you cancel the paid Service, in which case you agree to still pay these fees through the end of the applicable subscription period.

6. Intellectual Property Rights

- 6.1. Our IP rights in the Platform. Forglobal is the sole owner or lawful licensee of all the rights and interests in the Platform and Our Content. The Platform and Our Content embody intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Platform and Our Content shall remain with Forglobal, our affiliates or licensors of Our Content, as the case may be. All rights not otherwise claimed under the Terms or by us are hereby reserved.
- 6.2. Our trademarks. [FORGLOBAL] and related icons and logos are registered trademarks or trademarks of Forglobal in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
- 6.3. Third party trademarks. We may have independent third parties involved in the provision of the Services. You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.
- 6.4. Platform Content. You agree to use the Platform or Services solely for your own and internal purposes. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Platform, unless explicitly granted as part of the Services (Knowledge Center, e.g. white papers) (the "Platform Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Platform Content for the purposes of operating a business that competes with Forglobal, or otherwise commercially exploiting the Platform Content. Systematic retrieval of Platform Content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Forglobal is prohibited. Use of any content or materials on the Platform for any purpose not expressly permitted in the Terms is prohibited.

7. Breach

- 7.1. Remedies. Without prejudice to our other rights under these terms and conditions or applicable law, if you breach these Terms in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may: (a) send you one or more formal warnings; (b) temporarily suspend your access to the Platform or the Services; (c) permanently prohibit you from accessing the Platform; (d) commence legal action against you, whether for breach of contract or otherwise; and/or (e) suspend or delete your User account on the Platform. Where we suspend or prohibit or block your access to the Services including (part of) the Platform, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different User account).
- 7.2. Indemnification. You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and

arising directly or indirectly out of your use of the Platform or any breach by you of any provision of these Terms.

8. Limited warranties

- 8.1. Limited warranty. We do not warrant or represent: (a) the completeness or accuracy of the information published on the Platform; (b) that the material on the Platform is up to date; or (c) that the Platform or any Services will remain available. We cannot and do not confirm, warrant or represent each User's purported identity (including, without limitation, paying Members) nor can you derive any rights from our statement that a User or Member is verified. We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing. To the maximum extent permitted by law, the Services provided by Forglobal including the Platform are provided "as is" and Forglobal hereby expressly disclaims any and all warranties, express or implied.
- 8.2. Right to discontinue. We reserve the right to discontinue or alter part or all of the Platform, and to stop publishing the Platform, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of the Platform or Services, or if we stop publishing the Platform.

9. Our liability

- 9.1. No liability. Forglobal shall not be liable for any damages whatsoever, whether in contract, negligence, tort, equity or otherwise from (a) the use or the inability to use the Platform or Services; (b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Platform; or (c) violation of third party rights or claims or demands that your manufacture, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Platform may violate or may be asserted to violate third party rights.
- 9.2. Limitation of liability. The aggregate liability of Forglobal, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to you for all claims arising from the use of the Platform or Services during any calendar year shall be limited to the amount of fees you have paid to Forglobal or our affiliates during the calendar year. The preceding sentence shall not preclude the requirement by you to prove actual damages. All claims arising from the use of the Platform or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing these Terms.

10. Force majeure

- 10.1. Under no circumstances shall Forglobal be held liable for any delay or failure or disruption of the content or services delivered through the Platform and/or Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

11. Miscellaneous

- 11.1. Notices. All legal notices or demands to or upon Forglobal shall be made in writing and sent to Forglobal personally, by courier, certified mail, or facsimile to the following entity and address: Forglobal Group International B.V., Brouwersgracht 134, 1013HA Amsterdam, The Netherlands. The notices shall be effective when they are received by Forglobal in any of the above-mentioned manner.
- 11.2. Severability. If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.
- 11.3. Assignment. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

- 11.4. Consequences of termination. Upon termination of your User account, you must immediately destroy any and all downloaded, archived or printed copies of the Platform Content (excluding the documentation that you rightfully downloaded, for example from the Platform's knowledge center), and, if requested by us, certify to us in writing that you have complied with the foregoing.
- 11.5. Applicable law. These terms and conditions shall be governed by and construed in accordance with the laws of The Netherlands.
- 11.6. Competent court. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands.

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