

AIHR Member Terms of Use

Academy to Innovate HR (AIHR) – Last updated 11 November 2024

If you use the AIHR Service through your membership or license, you, as a Member of the AIHR Service, are bound by these Member Terms of Use. The capitalized terms used herein shall have the meanings ascribed to them in the Terms and Conditions of AIHR.

AIHR reserves the right to modify or update the Member Terms of Use at any time. You will be notified of any changes, and continued use of the AIHR Service after changes have been implemented constitutes your acceptance of the updated Member Terms.

By using the AIHR Service you agree to the following terms:

1. **EULA.** The right to use the AIHR Service is personal. Members do not have the right to share, lease, sell, sublicense, or otherwise redistribute access to the Software to unauthorized third parties. Members are not allowed to frame or link to the AIHR Service without permission or to post advertising or marketing links or content. By submitting, uploading, or otherwise providing any content to the AIHR Service, you grant AIHR a worldwide, royalty-free, irrevocable license to use, distribute, display, and reproduce your content solely as required for providing the services.
2. **Restrictions.** Members agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit data, parts of the AIHR Service, or AIHR Content without the prior written permission of the owner. Members may not use parts of the AIHR Service or AIHR Content in connection with:
 - a. the development of any software program, including but not limited to, training a machine learning or artificial intelligence (AI) system; or
 - b. providing archived or cached data sets containing Member data or AIHR Content to another person or entity. Except for a public search engine's use of spiders for creating search indices, you may not use robots, spiders, scripts, services, software, or any manual or automatic device, tool, or process designed to data mine or scrape the Content, data or information from the AIHR Services, or otherwise use, access, or collect content, data or information from the AIHR Service using automated means.
3. **Restricted use.** Members are expressly prohibited from attempting to misuse, tamper with, damage, or otherwise compromise the integrity, functionality, or security of the AIHR Service. Members shall not input or utilize the AIHR Service with personal data, sensitive business information, or other Confidential Information. The AIHR Service is not intended for processing such data, the Member assumes full responsibility for any misuse in this regard.

4. **No violation.** Members shall not violate laws or regulations or violate intellectual property or personal rights of others. More specifically, it is expressly prohibited to offer or distribute materials or information through the AIHR Service, that:
 - i. contain malicious content (such as malware, or other harmful software or links to malicious websites, torrents, or other infringing content);
 - ii. infringe the rights of third parties or other Members (such as Intellectual Property Rights, privacy rights or human rights);
 - iii. is libelous, defamatory, offensive, discriminatory or hateful;
 - iv. contain information about or may be helpful in violating the rights of third parties, such as hacking tools or explanation about computer crime that is intended to make the reader commit criminal behavior;
 - v. contain pornography, including child- and bestiality pornography or animations thereof, or are apparently aimed at helping others find these materials;
 - vi. is violent, or threatening of violence or harm.
5. **No hindering.** The Client and its Members shall refrain from hindering other members or damaging the systems and networks of AIHR or its suppliers. It is forbidden to start up processes or programs that the Client knows or should reasonably suspect to impede or damage AIHR or its Services. Members may not harass or attack a person or other Member, nor harass based on attributes such as race, ethnicity, national origin, sex, gender, sexual orientation, religious affiliation, or disabilities. Members may not post incomplete, false, or misleading information, impersonate another person, or misrepresent affiliation with a person or entity.
6. **Chat Room Service.** The AIHR Service contains a social Community Platform that allows Members to ask questions and engage in online chat sessions with other members of the AIHR Service, including instructors and AIHR personnel. Members should always exercise caution, good sense, and sound judgment when submitting messages or information to be posted on the Community Platform, a chat room, or on a blog. We discourage the posting of sensitive, personal, or harmful information in comments or posts and we are not responsible for the use of any personal information that was posted publicly. AIHR makes no representations and warranties concerning the confidentiality of any posts You or a Member makes through the AIHR Service.
7. **Account information.** Members are responsible for maintaining the confidentiality of their login credentials for their Accounts and are fully responsible for all activities that occur through the use of credentials and through your Account. You agree to notify us immediately if you believe the confidentiality of any of your Members' login credentials has been compromised or if you suspect unauthorized use of any of the Accounts. You agree that we will not be liable for any loss or damage arising from the unauthorized use of your Members' credentials.
8. **Damage control.** If, in AIHR's opinion, nuisance, damage, or other danger arises from the operation of the systems or networks, for example through the excessive sending of emails, (d)dos attacks, poorly protected systems, or activities due to malware or other harmful

software or other infringing actions, AIHR is entitled to take all measures that it deems reasonably necessary to avert or prevent this danger. AIHR shall notify the Client of the measures taken as soon as reasonably possible.

9. **Notice and take down.** If the Client or its Members act unlawfully or seem to act unlawfully or if the Client or its Members infringe the Contract (to be determined at the sole discretion of AIHR) AIHR has the right to block access to (parts) of the AIHR Service or delete the relevant materials or Information, without having to make a back-up and without being liable for the damage this causes.
10. **Information requests.** AIHR is entitled to transfer the name, address and other identifying information of the Client and/or its Members to a third party who complains that the Client and/or Member has infringed its rights, provided that the applicable legal requirements that follow from Dutch case law are met. AIHR is also allowed to cooperate with authorized orders from courts or government agencies and can share information on the Client, personal data of Members with the authorities that request such information, without being liable for damages.
11. **Reports.** AIHR is allowed to report (suspected) criminal offenses at any time.

The Member Terms of Use shall be governed by the laws of the Netherlands and any disputes arising under this agreement shall be resolved exclusively in the courts of Rotterdam (the Netherlands), unless otherwise agreed upon within the Contract.