

# Terms of Use

Version 1.0  
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By accessing and using this website and its content, or by authorizing third parties to access use the Platform, you agree to be bound by terms and conditions of use (hereafter: **"Terms of Use"**), which constitute an agreement between yourself (hereinafter **"Licensee"**) and Compound C limited liability company (*besloten vennootschap*) with offices at Belgium, Sasstraat 20, 8630 Veurne, registered with the Belgian Crossroad Bank of Enterprises under company number 0790.760.925 (hereinafter **"Compound C"**). By accepting the Terms of Use, you waive the application of any other terms.

## Article 1. Definitions

1.1 For the purpose of these Terms of Use, the following capitalized terms shall have the meanings set forth below:

- **"Platform"**: this online platform, including the Content and the user forum, made available by Compound C whereon Licensee is entitled, subject to these Terms of Use, to access and view the Content and to join the conversation on the user forum with other user.
- **"Content"**: all content, namely video courses and related materials and sources, made available by Compound C on the Platform.
- **"Intellectual Property Rights"**: all acquired and future intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, know-how, trade secrets, all applications for the protection or registration of the aforementioned rights and all extensions and renewals thereof existing anywhere in the world, and all other intellectual property rights protected by applicable law.
- **"Marks"**: all registered trademarks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, images, copyright notices or any other proprietary element of Compound C that is used in the context of the Platform and the Content. All Marks are considered to be protected under the Intellectual Property Rights of Compound C.

## Article 2. Purpose and license

- 2.1 These Terms of Use, including all supplementary documentation and manuals related to the Platform and the Content, describe the terms and conditions under which Licensee may access and use the Platform including its Content.
- 2.2 Subject to the provisions of these Terms of Use, Compound C grants Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide and revocable license to access and use the Platform for the purpose of accessing and viewing the Content via the Platform and to make use of the user forum on the Platform.

## Article 3. Access to the Platform, the Content and payment obligations

- 3.1 Access to the Platform and the user forum shall only be granted after creating a valid user account on our website and, where applicable, payment of the stated amounts have been received by

Compound C. Limited access may be provided via a free test account. Licensee guarantees to be at least 16 years old. If not, Compound C may revoke access to the Platform, the Content and the user forum at any time without prior notice.

- 3.2 Access to Content shall be provided after the confirmation of Compound C that it has received the payment by Licensee of the stated license fee. Payment shall be effected using the integrated payment module on the Platform. No other means of payment are accepted and shall not lead to access to the Content, unless specifically agreed otherwise.
- 3.3 All fees are stated in euros and are mentioned including taxes such as VAT.
- 3.4 Only insofar parties have agreed to the subsequent payment of fees (e.g. business invoice), the Licensee is obliged to pay all amounts due within fourteen days of the invoice date, unless stated agreed otherwise. In the absence of payment by the Licensee within the aforementioned period:
  - Compound C shall be entitled, by operation of law, to an indemnity of 10% of the amount due (with a minimum of 100,00 EUR) as well as a conventional late payment interest in accordance with the Belgian legal interest rate on the amount due.
  - Compound C shall be entitled to suspend the access to the Content until the date of the full and unconditional payment of the amounts due.
- 3.5 Late payment of an invoice makes all other outstanding invoices become immediately due, even if the due dates of those invoices have not yet expired.
- 3.6 By providing online access to the Content for which Licensee has effected payment, Compound C has fulfilled its obligation of delivery.

#### **Article 4. Intellectual Property Rights**

- 4.1 All Intellectual Property Rights with regards to the Platform, the Content, the Compound C Marks, and any related element, rest exclusively with Compound C or its licensors. Licensee acknowledges and agrees that the Platform and any Content made available therein, may contain software, components or services made available by third parties, and that in connection with Licensee's access and use of such software, components or services, additional terms and conditions of third-party owners or licensors may apply.
- 4.2 Subasiject to the limited licenses expressly provided in these Terms of Use, nothing in these Terms of Use transfers or assigns to Licensee any of Compound C's Intellectual Property Rights in the Platform, the Content, the Marks, or any other proprietary element of Compound C or the respective Intellectual Property Rights in any other work of other users of the Platform.
- 4.3 Unless allowed pursuant to the limited licenses expressly provided in these Terms of Use, or to the extent allowed pursuant to mandatory law, Licensee is not allowed to reproduce, modify, distribute, republish, download, communicate, post, transmit, exploit or manipulate in any way, the Platform, the Content and the Compound C Marks, in whole or in part, directly or indirectly, by any means, without the prior written consent of Compound C or third party owners or licensors of Compound C.
- 4.4 Unless allowed pursuant to the limited licenses expressly provided in these Terms of Use, or to the extent allowed pursuant to mandatory law, Licensee is not allowed to reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Platform or the Content.

#### **Article 5. Obligations of the Licensee and rules of conduct**

- 5.1 Licensee shall comply with all restrictions set forth in these Terms of Use and in all other relevant documentation made available by Compound C. If Compound C believes, in its sole discretion, that Licensee has violated or attempts to violate any term, condition or the spirit of these Terms of Use, the license pursuant to these Terms of Use may be temporarily or permanently revoked, with or without notice to Licensee.
- 5.2 In order to use and access the Platform, Licensee must obtain the necessary login credentials. Licensee accepts full responsibility to keep such credentials confidential and shall therefore not share such credentials with any third party.
- 5.3 Licensee understands and agrees that the Content contains applications, software, concepts, information and guidelines related to ethical hacking, of which the wrongful or negligent application may cause harm to Licensee, Compound C or third parties. Licensee therefore guarantees to use the Content solely for the purpose of education. Licensee may not use the Content for commercial purposes or any purpose that may cause harm to any third party or is otherwise illegal according to applicable national or international legislation.
- 5.4 Licensee further guarantees that he will not directly or indirectly undertake or attempt any of the following:
- Interfere with, modify or disable any features, functionality or security controls of the Platform.
  - Avoid, bypass, disable, remove or otherwise circumvent any security measure of the Platform.
  - Remove or obfuscate any Mark of Compound C as mentioned in the Content.
  - Repackage or resell the Content in whole or in part.
  - Download or export in any way Content from its original location on the Platform, unless to the extent permitted by Compound C.
  - Deeplink, frame or otherwise distribute or communicate any Content on sources outside the Platform.
  - Intentionally or unintentionally post, transmit, link to, or otherwise distribute any materials or information, commit or encourage any act or conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Platform or the user forum in a manner which is contrary to any law or regulation or which would serve to restrict, interfere with, or inhibit any other user from using or enjoying the Platform or the internet.
  - Defame, abuse, stalk, harass, threaten or otherwise cause distress or discomfort to, or violate the legal rights of others on the Platform and the user forum.
  - Upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way any material or information that is inappropriate, vulgar, profane, abusive, threatening, hateful, defamatory, obscene or otherwise unlawful on the Platform and the user forum.
  - Upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way any information or software on the Platform or the user forum which contains malware, spyware, viruses, Trojan horses, worms or any similar malicious or disruptive software, or otherwise interfere or attempt to interfere with the operation of the Platform in any way through any means or device, including spamming or hacking.
  - Upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way, on the Platform or the user forum, information, software or other material or any derivative work or

portion thereof, which is protected by any Intellectual Property Right of third parties, without obtaining the necessary permission(s).

- Disrupt the normal flow of dialogue or otherwise act in a matter that negatively affects other users of the Platform and the user forum.
- Make inquiries on the user forum about any activities, or otherwise inciting activities, that are harmful or illegal according to applicable law.
- Post, transmit, link to, or otherwise distribute any unsolicited advertising, promotional material or other forms of solicitation on the Platform or the user forum.
- Probe, scan or test (or attempt to do so) the vulnerability of the Platform.
- Invade the privacy of or obtain personal information about any Platform user or to obtain a list of Platform and forum users.
- Impersonate or falsely represent Licensee's association with any person, including another user of, or a representative or moderator of the Platform.
- Modify, move, add to, delete or otherwise tamper with the information contained in the Platform.

5.5 In case of non-fulfillment of any of the above restrictions and declarations, Compound C shall be entitled to suspend or permanently revoke Licensees access to the Platform.

#### **Article 6. Termination**

- 6.1 Compound C may, of its own volition and without legal intervention, terminate this agreement in the event of a serious breach of contract by the Licensee which is not rectified within 15 days of the Licensee being given written notice of default by Compound C.
- 6.2 Licensee may terminate the agreement by terminating its user account to the Platform.
- 6.3 Compound C may discontinueth the development and active support regarding the Platform and/or the Content at any time. In case of such discontinuance, Compound C shall notify Licensee either via e-mail or via a general statement on the Platform. In such case, Licensee shall remain entitled to the further usage, free of charge, of the Content to which Licensee has an existing valid license, according to the conditions of these Terms of Use. The modalities of such further access to such Content shall be organized at the sole discretion of Compound C, for example by providing further access via a free version of the Platform, or by delivering the Content electronically to the Licensee.
- 6.4 Termination of the agreement, regardless of the reason, shall never lead to the right of Licensee to any restitution of any due or paid amount.
- 6.5 All parts of this agreement which by their nature should remain in effect even after termination shall remain in effect even after termination, including, but not limited to, limitation of liability, disclaimer of warranties and outstanding payment obligations.

#### **Article 7. Statutory right of revocation**

- 7.1 If Licensee has ordered access to Content as a consumer, Licensee has a statutory right to revoke the current agreement without needing to state reasons, within 14 days after concluding an agreement where access to Content was ordered.
- 7.2 Licensee can invoke its right to revocation:
- either by sending an e-mail to Compound C at [academy@compoundc.eu](mailto:academy@compoundc.eu), clearly stating the

name of the Licensee and the Content to be revoked;

- or by filling in and e-mailing us the model form for revocation:

*I/we (\*) hereby revoke the contract concluded by me/us (\*) to purchase the following goods (\*)/to deliver the following service (\*)/: ...*

*— ordered on (\*)/received on (\*) ...*

*— name of customer(s) ...*

*— address of customer(s) ...*

*— date ...*

*(\*) Delete where applicable*

7.3 Compound C shall refund all amounts paid by Licensee for the revoked Services, within 14 days after the date on which Licensee has invoked its right to revocation. Compound C shall refund such amounts using the same payment method, unless parties agree to use another payment method.

7.4 The right to revocation to digital content, not delivered on a tangible medium, expires prematurely if Licensee has accessed the Content during the aforementioned period of 14 days, on the condition that:

- Licensee has expressly consented that the license agreement on the Content commences during the revocation term.
- Licensee has expressly acknowledged that his right to revocation expires in such case.

## **Article 8. Support**

8.1 In case of problems regarding the Platform or the Content, Licensee may contact Compound C at any time either by e-mail or using the contact form on the website. Compound C undertakes to provide all necessary support and/or to solve the issue at hand within a reasonable time. It shall be at Compound C's sole discretion to decide upon the means of such support and/or solutions, without providing any guarantees.

## **Article 9. Liability and disclaimers**

9.1 Licensee warrants and represents that he shall use the Content with professional care and solely for legal purposes as mentioned in 5.3, and in accordance with all course materials, instructions, user manuals, guidelines and other relevant documentation made available by Compound C, and at least in accordance with reasonable common or customary practices. Compound C shall not be liable for any damages resulting from the Licensee's misuse of the Content.

9.2 Compound C warrants and represents that the Platform, including the Content, shall be developed and made available with reasonable skill and care and in accordance with good industry practice. However, Compound C does not warrant that the Platform, including the Content, will be error free or will be continuously available uninterrupted. Except as otherwise expressly provided, the Platform, including the Content, is made available "as is" and "as available" according to the reasonable efforts of Compound C. Accordingly, Compound C disclaims all warranties, express or implied, including, but not limited to, warranties of quality and fitness for a particular purpose. However, if the Licensee acts as a consumer according to the meaning set forth in the Belgian Code of Economic Law, the Licensee-consumer enjoys the statutory warranty for digital content and digital services according to Directive 2019/770 of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services, as implemented in articles 1701/1 to 1701/19 of the Belgian Civil Code.

- 9.3 Except in the event of willful misconduct, Compound C shall not be liable for or required to compensate any immaterial, indirect or consequential damages including (but not limited to) loss of profits, loss of turnover, loss of revenue, loss of data, loss of anticipated savings, business interruptions, production restrictions, damage to computer systems, increase in administrative or staff costs, increase in overheads, loss of reputation or goodwill, loss of customers or claims from third parties, damage caused by errors, misuse of language, omissions or ambiguities in supplied user guides or other documents.
- 9.4 Except in the case of willful misconduct, the total contractual and extra-contractual liability of Compound C (including its directors, employees, agents and affiliated persons or entities) for all damages that may occur shall at all times be limited to the amount invoiced to the Licensee during the year prior to the occurrence of the damage, without this amount being able to exceed the amount for which Compound C's liability is insured.
- 9.5 Any claim by the Licensee for damages against Compound C (including its directors, employees, agents and affiliated persons or entities) shall expire by operation of law if it is not brought before the competent court within a period of one year after the facts on which the claim is based were known to the Licensee or could reasonably have been known to him.

**Article 10. Indemnity**

- 10.1 Licensee agrees to indemnify Compound C, its bodies, employees, independent contractors and affiliates from any and all claims, liabilities and settlements, including, but not limited to, reasonable legal and accounting fees, arising out of or allegedly resulting from conduct that violates these Terms of Use.

**Article 11. Third party information and links to and from third party sites**

- 11.1 Information on the Platform may include information supplied by independent third parties. While Compound C makes every reasonable effort to ensure the accuracy of all information on the Platform, Compound C makes no warranty as to the accuracy of any such information, and is not responsible for injuries or harm Licensee may suffer in relying on information supplied by independent third parties.
- 11.2 This Platform may contain links that will let Licensee access other websites that are not under the control of Compound C. If Licensee elects to click on a link that redirects Licensee to other websites, Licensee understands that Compound C may prompt Licensee to acknowledge notice that Licensee is leaving the Platform. Whether or not Licensee is prompted to acknowledge notice, Licensee agrees that links to third party sites are only provided as a convenience and Compound C does not endorse any of these sites.

**Article 12. Varia**

- 12.1 The nullity, invalidity or unenforceability of any provision of this agreement shall nonetheless retain its maximum permissible effect and shall not affect the validity and enforceability of the remaining provisions of this agreement.
- 12.2 This agreement is governed solely by Belgian law.
- 12.3 All disputes shall be subject to the exclusive jurisdiction of the courts of Compound C's registered office.