

# [EY MillionYou Platform] Terms of Use

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Version 1.1

## 1. Introduction

1.1 These Terms of Use apply to:

- (a) the website at [<https://eymillionyou-collaboration.com/>] and its subdomains (the "**Website**") and your use of the Website;
- (b) the online discussion forums, facilities and functionality that are made available or delivered via the Website whether delivered through the Website or an API (Application Program Interface), including but not limited to software as a service and hosted software, including Restricted Functions (defined in Section 3.2 below) (together, "**Online Forums**"); and
- (c) all content (including but not limited to text, data, video, sound recordings, graphics, photographs, applications, tools and functionality) published on the Website and/or Online Forums by EYG or made available by EYG through the Website and/or Online Forums ("**EY Materials**").

1.2 These Terms of Use govern the Website, Online Forums and EY Materials.

1.3 By accessing the Website and/or by using the Online Forums and/or EY Materials, you are agreeing to be bound by these Terms of Use.

1.4 "**EYG**" refers to EYGS LLP, a limited liability partnership incorporated in England with registered number OC301032. EYGS LLP does not provide services to clients.

"**EY Firm**" means a member of the global network of EY firms, each of which is a separate legal entity.

"**EY Persons**" means any member, shareholder, director, officer, partner, principal or employee of any EY Firm and "EY Persons" shall be construed accordingly.

1.5 In these Terms of Use, the word "including" should be read to mean "including but not limited to".

1.6 The privacy notice explains the information that EYG collects about users of the Website, Online Forums and EY Materials, and how EYG uses that information.

## 2. Information only and disclaimers of liability

2.1 The information on the Website and the EY Materials is intended to furnish users with general information on matters that they may find to be of interest and the Online Forums are intended to generate general discussion between interested users. The information presented on this Website (including via the Online Forums and/or the EY Materials) should not be construed as legal, tax, accounting or any other professional advice or service.

2.2 EYG disclaims all liability and responsibility for any errors or omissions in the content contained on the Website and/or the EY Materials. The Online Forums are discussion forums accessible for permitted users to post content and engage in discussion. EYG has no liability or responsibility for

the content or accuracy of any content posted on the Online Forums, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

2.3 All content on the Website and all facilities and functionality (including the Online Forums) provided through it are provided "as is", with no guarantees of completeness, accuracy or timeliness, and without representations, warranties or other contractual terms of any kind, express or implied. EYG does not represent or warrant that the Website, the various facilities and functionality (including the Online Forums) provided through this Website, and/or any information, software or other material downloaded from the Website, will be accurate, current, uninterrupted, error-free, omission-free or free of viruses or other harmful components. Your use of the Website, Online Forums and/or any EY Materials is entirely at your own risk.

2.4 To the fullest extent permissible pursuant to applicable law, EYG disclaims all liability to you and everyone else in respect of the content of the Website and all facilities and functionality (including the Online Forums) provided through it, whether under any theory of tort, contract, warranty, strict liability or negligence or otherwise, and whether in respect of direct, indirect, consequential, special, punitive or similar damages, even if EYG was advised, knew or should have known of the possibility of such damages.

### 3. Security

3.1 In order to access and use certain parts of the Website, the Online Forums and/or EY Materials, you will need to register. EYG may, in its absolute discretion, decide whether or not to accept your registration.

3.2 If applicable, EYG may allocate to you, or you may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Website, Online Forums and/or EY Materials ("**Login Credentials**") and you may need to enter your Login Credentials each time you wish to access or use any part of the Website, Online Forums and/or EY Materials that are restricted to registered users only ("**Restricted Functions**"). You shall:

- (a) keep your Login Credentials confidential;
- (b) not disclose your Login Credentials to any other person;
- (c) not permit any other person to use the Login Credentials to access the Restricted Functions;
- (d) use adequate security procedures to ensure the security of your Login Credentials to prevent unauthorized access to or unauthorized use of the Restricted Functions; and
- (e) promptly notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of your Login Credentials or any other breach of security in relation to your account or the Restricted Functions.

3.3 You assume full responsibility for any and all use, unauthorized use and/or misuse of the Restricted Functions by any person using your Login Credentials.

3.4 If EYG suspects that unauthorized persons are using your Login Credentials with or without your knowledge, EYG may, with or without prior notice, suspend your access to and use of the Restricted Functions.

3.5 You acknowledge that the Internet is not secure and messages to and from EYG may be observed by a third party while in transit. You understand that EYG accepts no responsibility for security of information on or transmitted via the Internet.

3.6 EYG is not liable for any loss, damage or other liability arising from your failure to comply with this Section 3.

#### **4. Intellectual property**

You acknowledge that all intellectual property rights in the Website, the Online Forums and EY Materials belong to EYG and EYG's licensors.

#### **5. Your use of the Website and the Online Forums**

5.1 Subject to your compliance with these Terms of Use, EYG grants you a non-exclusive, nontransferable, revocable license to access the Website and the EY Materials and to post content on the Online Forums strictly in accordance with these Terms of Use.

5.2 You shall not:

- (a) use the Website, Online Forums, or EY Materials or access to them for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (b) interfere with or disrupt the operation of the Website, Online Forums or EY Materials or access to them;
- (c) transmit or otherwise make available in connection with the Website, Online Forums or EY Materials or access to them any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (d) restrict or inhibit the ability of any other person to access or use the Website, Online Forums or EY Materials;
- (e) reproduce or transmit any part of the Website, Online Forums or EY Materials (including but not limited to the text, graphics and html code), in any form, or by any means or modify, adapt, translate or create derivative works of any portion of them;
- (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website, Online Forums or Website Materials;
- (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine", or in any way gather data from the Website or reproduce the Website or circumvent the navigational structure or presentation of the Website, except that search engines that are publicly available on the internet may copy materials from the Website solely for the purpose of creating publicly available searchable indices of the EY Materials (but not caches or archives). EYG reserves the right to revoke this right in respect of any search engine at any time;
- (h) attempt to circumvent any security features or access control features on the Website or in relation to the Online Forums or EY Materials;

- (i) use the Website or Online Forums to send unsolicited emails or unsolicited instant messages;
- (j) decompile or reverse engineer or otherwise attempt to derive source code for any application forming part of the Website, Online Forums and/or EY Materials; or
- (k) frame, link or deep-link the Website to any other website.

## **6. Your content**

6.1 EYG is providing functionality through the Online Forums that allows you to post or upload information, content and/or materials onto the Online Forums and to transmit content or materials by means of the Website and/or the Online Forums ("**Your Content**").

6.2 You grant to EYG, to the maximum extent permissible under applicable law, a perpetual, irrevocable, non-exclusive, fully-paid up, royalty-free, worldwide, sub-licensable, transferable right to use, copy, publish, distribute, modify, and exploit Your Content for any purpose (including without limitation for the purpose of EYG and its licensees and assigns deriving revenue therefrom) and including without limitation the right to authorize third parties to exercise any or all of such rights. EYG shall not process your personal data in breach of the applicable privacy notice.

6.3 You warrant that you have obtained all necessary rights, licenses, permissions and that you have full authority to grant the license set out in Section 6.2.

6.4 You shall not upload post, otherwise transmit or provide access through the Website to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, under any applicable law and in any jurisdiction or share any confidential or sensitive data or information.

6.5 EYG will be moderating the content posted on the Online Forums. EYG reserves the right to remove, disable access to or edit Your Content without notice at any time for any reason.

6.6 You indemnify and hold harmless EYG, the EY Firms and all EY Persons on a continuing basis against all claims, legal proceedings, losses, damages, costs (including but not limited to legal costs on a full indemnity basis), expenses penalties and fines that any of them suffer or incur as a result of:

- (a) any claim or claims by any third party that use of Your Content in accordance with Section 6.2 infringes the intellectual property rights or any other rights of any person; and/or constitutes a breach of confidence; and
- (b) any breach by you of Section 6.4.

## **7. Links to third party sites and content**

7.1 From time to time, the Website and Online Forums may include links or access to third party websites or services. Such links and access are provided for your convenience only and do not signify that EYG endorses such third-party websites or services. EYG does not review such thirdparty websites or services. Accordingly, you acknowledge and agree that:

- (a) EYG is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EYG does not control or have any responsibility for their content, functionality or availability;
- (b) EYG makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and

(c) if you access any such websites or services, you do so entirely at your own risk.

## **8. Changes to Terms of Use**

8.1 EYG may amend these Terms of Use at any time. EYG will publish amendments to these Terms of Use on the Website and will inform you about any changes through the Website.

8.2 If EYG amends these Terms of Use, the amendments will take effect from the effective date of the change published on the Website. The date on which this Terms of Use was last updated or amended is shown at the top of this Terms of Use. By continuing to access or use the Website, Online Forums or EY Materials after the date on which the amended Terms of Use are effective, you are confirming your acceptance of the amended Terms of Use. If you do not agree to the amended Terms of Use, you must immediately stop using the Website, the Online Forums and EY Materials.

8.3 EYG may make changes to the Website and/or Online Forums and/or EY Materials for any reason at any time without providing notice to you.

## **9. Termination**

9.1 EYG may terminate these Terms of Use or suspend access to all or part of the Website, the Online Forums and/or EY Materials immediately for any reason at any time.

9.2 Section 2 (*Information only and disclaimers of liability*), Section 6 (*Your content*), Section 11 (*Sole Recourse*) and any other provisions of these Terms of Use that by their nature are intended to survive, shall survive termination or expiry of these Terms of Use, howsoever occurring.

## **10. Third party rights**

Provisions that by their nature may benefit the EY Firms or the EY Persons are intended to be for their benefit and they shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to this Terms of Use may not rely upon or enforce any terms of these Terms and Conditions and shall have no third-party rights under these Terms of Use.

## **11. Sole Recourse**

Your recourse with respect to any matter arising under these Terms of Use (including any obligation of EYG) shall be limited to the assets of EYG and you shall have no recourse against and shall bring no claim against any EY Firm or EY Person.

## **12. Other**

12.1 *Illegality/Severability*: If any provision of these Terms of Use is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, it shall be deemed severed from these Terms of Use to the minimum extent required by such jurisdiction and this shall not affect or impair the legality, validity or enforceability of the remaining provisions.

12.2 *Waiver*: If EYG fails to insist that you meet your obligations under these Terms of Use or if EYG does not enforce its rights against you or if EYG delays in doing so, that will not mean that EYG has waived its rights against you and it does not mean that you do not have to comply with those obligations. If EYG does waive a default by you, EYG will only do so in writing and that will not

mean that EYG will automatically waive any later default by you. Even if EYG delays in enforcing its rights under these Terms of Use, EYG may still enforce its rights later.

12.3 *Entire agreement:* These Terms of Use and the privacy policy constitute the entire agreement and understanding between you and EYG relating to the Website, the Online Forums, the EY Materials and all other subject matter of this Terms of Use.

12.4 *No reliance:* You acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by EYG or any other person except as expressly set out in these Terms of Use, in respect of which your sole remedy shall be for breach of contract.

12.5 *Fraud and fraudulent misrepresentation:* Nothing in Sections 12.3 or 12.4 or elsewhere in this Terms of Use shall operate or be construed to exclude or limit any liability of any person for fraud, including but not limited to fraudulent misrepresentation.

12.6 *Assignment and subcontracting:* EYG may assign or subcontract its rights and/or obligations under these Terms and Conditions to any other person at any time without needing your or any other person's approval. You may not assign or transfer any of your rights or obligations under these Terms and Conditions without EYG's prior written consent.

12.7 *Governing law:* This Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter, or in connection with the formation of the contract between EYG and you that incorporates these Terms of Use (including non-contractual disputes or claims) shall be governed by the laws of England.