

Terms of Use

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Terms of Use

Thank you for visiting the Trivantis (“Trivantis”, “we”, “our” or “us”) Community website (the “Website” or “Site”). The purpose of this Website is to provide a forum for interested users to participate in various Trivantis programs. Below are the Terms of Use (“Terms”) that govern your access to and use of our Website.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

1. Acceptance of Terms.

If you choose to continue to use or access this Website, or any of our other websites and online services (the “Services”), after having the opportunity to read these Terms, you recognize that Trivantis has provided valuable consideration by offering this Website to you, and in exchange for your use of this Website, you agree to and will comply with the Terms and the Trivantis Privacy Policy (“Privacy Policy”), which is available at <https://www.trivantis.com/privacy-policy/>, and is incorporated herein by reference.

“Materials” means any content made available or enabled by Trivantis, you or other users of the Services and includes, without limitation, any information, data, documents, images, photographs, graphics, audio, videos, or webcasts, products, and Trivantis software code and associated documentation (“Software”).

“Trivantis Materials” means those Materials that are made available through the Services by Trivantis or its licensors and specifically do not include Materials made by you or other users of the Services.

By requesting information or by registering for events or services, you are agreeing to receive communications from us about Trivantis services, products, offers and promotions. If you wish to be removed from our list, each email we send you will contain details of how you can unsubscribe. Please follow the unsubscribe instructions or send an email to info@trivantis.com, with the email address that you wish to be removed. Alternatively, you may mail your request to the Communications Coordinator, Trivantis, 400 Fairway Drive, Suite 101, Deerfield Beach, FL 33441, USA.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms and the opportunity to read the revised terms means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT WEBSITE CLAIMS EXCLUSIVELY TO INDIVIDUAL (NON-CLASS ARBITRATION).

2. Limitations on Use.

We reserve the right to withdraw or amend this Website, and any Service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your

use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, <https://trivantis.com/privacy>, and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use and/or the [Privacy Policy](#).

3. Ownership.

The Services and Trivantis Materials, and their selection and arrangement, are protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (the "Intellectual Property Rights"). Except as expressly provided in the Terms, Trivantis and its suppliers do not grant any express or implied rights to use the Services and Materials. The trademarks, logos and service marks displayed on the Services (the "Marks") are the property of Trivantis or third parties. You are not permitted to use the Marks without the prior consent of Trivantis or the third party that may own the Marks. Trivantis, Lectora, CourseMill and the Trivantis logo are trademarks of Trivantis.

PowerPoint is a registered trademark of Microsoft Corporation. Adobe Presenter is a registered trademark of Adobe Systems Incorporated. Articulate Studio Standard is a registered trademark of Articulate Global Inc. All other names may be trademarks of their respective owners.

4. Your Content.

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow you to post, submit, publish, display or transmit to other users or other persons ("post") content or materials (collectively, "Your Content") on or through the Website.

Trivantis does not claim ownership of Your Content. However, you grant Trivantis and our affiliates and each of their and our respective licensees, successors and assigns, and any other users, a worldwide, royalty-free, nonexclusive, transferable, perpetual, irrevocable, and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display any content that has been published to the following Trivantis public services: Trivantis Forum, eLearning Podcasts, videos, content published to any shared or open view applications.

You agree that you, not Trivantis, are entirely responsible for all of Your Content that you distribute, perform, display, upload, post, email, transmit or otherwise make available on or through the Services, whether publicly posted or privately transmitted. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness.

You represent and warrant that:

- You own the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s), to use Your Content in keeping with your use in connection with the Services or as otherwise permitted by the Terms.

- You have the rights necessary to grant the license and sublicenses described in the Terms.
- You have received consent from any and all persons depicted in Your Content to use Your Content as set forth in the Terms, including distribution, public display, public performance and reproduction of Your Content.
- All of Your Content does and will comply with these Terms.

We are not responsible, or liable to any third party, for the content or accuracy of any of Your Content or any other user's content on the Website.

You agree to adhere to all limitations on dissemination, use and reproduction of any Materials that you download or access from the Services. Unless expressly agreed to by Trivantis in writing elsewhere, Trivantis has no obligation to store Your Content.

5. Use of Software.

Any Software that is made available via the Services is the property of Trivantis and its suppliers. If the Software made available via the Services is accompanied by license terms, then use of such Software is governed by the terms of such license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the hyperlinks referenced in the Software. The Software may automatically download and install updates from Trivantis from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit Trivantis to deliver these to you with or without your knowledge) as part of your use of the Services and the Website.

6. User Conduct.

You may use the Website for lawful purposes and in accordance with these Terms. You specifically agree to not use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries) (“Laws”).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way, by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms, our Privacy Policy, or the Laws.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate Trivantis, a Trivantis employee, another user or any other person or entity (including, without limitation, by using e-mail addressed or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us in our sole discretion, may harm Trivantis or users of the Website or expose us or them to liability.
- In any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the Materials on the Website.
- Use any manual process to monitor or copy any of the Materials on the Website or for any other unauthorized purpose without written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other similar technologies to render the Website inoperative or inhibit the Website’s functionality in any way whatsoever.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or databased connected to the Website.

7. Monitoring and Enforcement; Termination.

We have the right to:

- Remove or refuse to post any of Your Content for any or no reason in our sole discretion.
- Take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that Your Content violates the Terms of Use, infringes any Intellectual Property Right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for Trivantis.
- Disclose your identity or other information about you to any third party who claims that Your Content violates their rights, including their Intellectual Property Rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS TRIVANTIS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TRIVANTIS PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TRIVANTIS OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted.

We therefore assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Copyright Policy.

Trivantis respects the Intellectual Property Rights of others and expects its users to do the same. If you believe any posts on the Website violate your copyright, please see our Copyright Policy, available at: [<https://trivantis.com/copyright>], for instructions on sending us a notice of copyright infringement pursuant to the DMCA.

9. Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- THE SITE, SERVICES AND MATERIALS ARE PROVIDED BY TRIVANTIS “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, TRIVANTIS MAKES NO WARRANTY THAT (I) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SITE, SERVICES OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRIVANTIS OR THROUGH OR FROM

USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

- TRIVANTIS SPECIFICALLY DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF MATERIALS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. TRIVANTIS ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM ANY OF THE SERVICES.
- TRIVANTIS DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. TRIVANTIS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

In addition to the foregoing:

- Managers, hosts, participants, moderators, and other third parties are not authorized Trivantis spokespersons, and their views do not necessarily reflect those of Trivantis. To the maximum extent permitted by Laws, Trivantis will have no liability related to user content arising under Intellectual Property Rights, libel, privacy, publicity, obscenity or other Laws. Trivantis also disclaims all liability with respect to misuse, loss, modification or unavailability of any of Your Content or any other user content.
- Trivantis will not be liable for any loss that you may incur as a result of someone else accessing your account, account information, and/or password, either with or without your knowledge.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF NEW JERSEY, PLEASE SEE THE SECTION 11 BELOW.

10. Limitation of Liability.

IN NO EVENT SHALL TRIVANTIS, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF TRIVANTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE TRIVANTIS'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRIVANTIS OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

TRIVANTIS'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100) OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SERVICE, WHICHEVER IS LARGER. THIS LIMITATION WILL APPLY EVEN IF TRIVANTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY

FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF NEW JERSEY, PLEASE SEE THE SECTION 11 BELOW.

11. Legal Notice for New Jersey Residents

Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT (“TCCWNA”), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. Consequently, and for the avoidance of doubt, no provision in these Terms shall apply to any consumer in New Jersey if the provision violates any such clearly established legal right or responsibility, including, but not limited to, grounds for redress under or in the event of: (i) a seller’s tortious actions (e.g., negligence, failure to exercise a basic standard of care, failure to avoid creating an unreasonable risk of harm); (ii) the New Jersey Products Liability Act, N.J.S.A. 2A:58C-1, et seq. (i.e., the statutorily imposed duty to refrain from manufacturing and selling dangerous products, with the possibility of punitive damages for violations thereof); (iii) the New Jersey Punitive Damages Act, N.J.S.A. 2A:15-5.9, et seq. (i.e., the statutory right to pursue punitive damages in the event of harm caused by actual malice, wanton and willful disregard, reckless indifference); (iv) the New Jersey Uniform Commercial Code (i.e., a comprehensive statutory regime governing the rights and duties of buyers and sellers with respect to contracts for the sale of goods, with the possibility of damages for economic and property harm); and (v) a seller’s failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft, as regulated by the Federal Trade Commission and the Federal Communications Commission, and as governed by the New Jersey Identity Theft Protection Act, N.J.S.A.56:8-161, et seq., and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-3, et seq.). In addition, under the TCCWNA, no consumer contract may state that any of its provisions is or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable in New Jersey. With respect to these Terms, in the sections on Disclaimer of Warranties and Limitations of Liability, the provisions concerning the exclusion or limitation of certain damages is not applicable in New

Jersey with respect to punitive damages, loss of data, and loss of or damage to property.

12. Indemnity and Liability.

You agree to indemnify and hold Trivantis and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your Content, your use of the Services or Materials, your connection to the Services or Materials, the actions of any member of your group, your access to or use of the Website or any of our affiliates' websites and your connections therewith, any claim that Your Content caused damage to a third party, any dealings between you and any third parties advertising or promoting via the Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

13. Governing Law; Jurisdiction.

Website Disputes

"Website Disputes" include: (a) any claim you may have against Trivantis in connection with the Website, (b) any claim Trivantis may have against you in connection with the Website, and (c) any action to enforce the Terms or to object to the Terms.

All other disputes are "Non-Website Disputes". Any claim arising from your purchase of a Trivantis product or service is a Non-Website Dispute. Any claim arising from the content of any offer or advertisement on the Website is a Non-Website Dispute.

Website Dispute resolution – arbitration, jury trial waiver, and class action waiver

Neither You nor we will be able to sue in court in connection with a Website Dispute. All Website Disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance to these Terms, including this agreement to arbitrate, by continuing to use the Website after having the opportunity to review these Terms.

You and we intend for this to be an agreement for arbitration that can be enforced under the Federal Arbitration Act (FAA), 9 U.S.C.A. §§ 1–16.

You and we waive any rights to maintain other available resolution processes for Website Disputes, such as a court action or administrative proceeding, to settle disputes. You and Trivantis waive any right to a jury trial for Website Disputes.

Instead of suing in court, we each agree to settle Website Disputes only by arbitration. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in the agreement as a court would.

Any Website Dispute shall be determined by arbitration in Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If for any reason, JAMS cannot or will not provide this arbitration, the parties may ask any court of competent jurisdiction to select an arbitrator from a list provided by the parties.

To the extent a party commences any action which includes both Website Disputes and Non-Website Disputes, consideration of the Non-Website Disputes shall be stayed until the Website Disputes are fully arbitrated. Then, any Website Disputes will be considered the federal courts of the United States or the courts of the State of Florida situated in Deerfield Beach, Florida.

You agree that you will not file a class action against Trivantis and its affiliated companies, or participate in a class action against Trivantis and its affiliated companies, in any Website Dispute. You agree that you will not file or seek a class arbitration, or participate in a class arbitration against Trivantis and its affiliated companies, in any Website Dispute.

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

Except as otherwise stated herein, You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Waiver and Severability.

No waiver of by Trivantis of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

15. Your Comments and Concerns.

This website is operated by Trivantis.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy [<https://trivantis.com/copyright>] in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@trivantis.com. You have no obligation to provide Trivantis with ideas, suggestions, documentations and/or proposals ("Feedback"). However, if you submit Feedback to Trivantis, to the extent you retain any Intellectual Property Rights in such Feedback, you hereby grant Trivantis a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use for any purpose.