

## Terms and Conditions for Platform Use

Welcome, and thanks for using our platform and other of our services and products. When you use the platform, products, and services, you are agreeing to these terms.

The Terms and Conditions made available to you is the only version that applies until a new version replaces the current version. This is version: 1.0. Last updated: November 3th 2023.

### 1. Introduction

1.1 These terms and conditions shall govern your use of the platform, products, and services.

1.2 By signing up as a customer for use of the platform, products, and services, you accept these Terms and Conditions in full; accordingly, if you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use the platform.

1.3 If you sign-up to use the platform, submit any material to the platform, or use any of our services, we will ask you to expressly agree to these terms and conditions.

1.4 In addition to these Terms and Conditions, you have accepted our Privacy terms for using the platform which specify how we collect, and process information related to your use of the platform. You can find our Privacy Terms for Platform use [here](#).

1.5 You hereby also indicate that you act on behalf of an organization, you agree to these terms on behalf of that organization and that you have the authority to do so. In such case, "you" and "your" will refer to that organization.

### 2. Data Protection and Privacy

We are committed to protecting your privacy and handling your data in an open and transparent manner. The following clauses outline our practices in accordance with the General Data Protection Regulation (GDPR):

2.1 Data Collection: We collect personal data that you provide to us, which includes but is not limited to your name, email address, and any other information you choose to provide on your profile.

2.2 Purpose of Data Processing: Your data is used to provide and improve our services, process transactions, and communicate with you as per our service agreement.

2.3 Data Storage and Security: We store your data on secure servers and take reasonable steps to protect your personal information from unauthorized access, alteration, or destruction.

2.4 Consent: By using our platform, you consent to the collection, processing, and use of your personal data as described in these terms.

2.5 Access and Portability: You have the right to access, correct, or delete your personal information. Additionally, you may request a copy of your personal data in a structured, commonly used, and machine-readable format.

2.6 Right to Withdraw Consent: You have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

2.7 Data Protection Officer: Our Data Protection Officer can be contacted at [privacy@skydust.io](mailto:privacy@skydust.io) for any questions or concerns regarding your personal data.

### 3. AI Transparency and Compliance

3.1 We utilize Artificial Intelligence (AI) technologies to enhance our services. In compliance with the EU AI Act, we adhere to the following principles:

3.2 Disclosure of AI Use\*\*: Our platform uses AI to personalize your experience and improve our services. Specifics of AI technologies in use are detailed in our AI Transparency document.

3.3 User Control: You have the option to opt-out of AI-driven features and can manage these preferences in your account settings.

3.4 Explainability: We provide information on the logic involved in our AI systems, the significance and the consequences of such processing for you.

3.5 Data Training: We may use anonymized data to train our AI models to better serve our user base. Personal data is processed for this purpose only with your explicit consent.

3.6 Accountability and Auditing: Regular audits are conducted to ensure that our use of AI is aligned with current ethical standards and legal requirements.

### 4. Copyright Notice

4.1 Copyright (c) 2022 Sky Dust as referred to Sky Dust Group B.V. or it is subsidiary Sky Dust Intelligence B.V., Sky Dust ESG Consulting B.V. or Sky Dust platform B.V.

4.2 Subject to the express provisions of these terms and conditions, we, together with our licensors, own and control all the copyright and other intellectual property rights in the platform.

### 5. License to Use the Platform

5.1 You may let your users:

a. view pages from the platform in a web browser

- b. download pages from the platform for caching in a web browser
- c. print pages from the platform
- d. stream audio and video files from the platform
- e. post test results on the platform and on other social networks, and
- f. suggests to others to view or take tests located on the platform
- g. download files, you have uploaded for the users to access and download

subject to the other provisions of these terms and conditions.

5.2 Except as expressly permitted by section 3.1 or the other provisions of these terms and conditions, your users must not download any material from our platform or save any such material to their computers that is not part of the solution you are offering them.

5.3 You may only use our platform for your business purposes, and you must not use our platform for any other purposes.

5.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any of the platform.

5.5 Unless you own or control the relevant rights in the material, you must not sell, rent or sub-license material from your solution on the platform.

5.6 Notwithstanding section 3.5, you may redistribute links to your solution on the platform in print and electronic form to any person.

5.7 We reserve the right to restrict access to areas of the platform, or indeed the whole platform, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the platform.

## 6. Acceptable Use

### 6.1 You must not:

a. uses the platform in any way or take any action that causes, or may cause, damage to the platform or impairment of the performance, availability or accessibility of the platform;

b. uses the platform in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity

c. uses the platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

6.2 You must ensure that all the information you supply to us through the platform, or in relation to the platform, is true, accurate, current, complete, and non-misleading.

## 7. Your Content: Rules

7.1 You warrant and represent that your Content will comply with these Terms and Conditions.

7.2 Your Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

7.3 Your Content, and the use of your Content by us in accordance with these terms and conditions, must not:

- a. be libelous or maliciously false
- b. be obscene or indecent
- c. infringes any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right
- d. infringes any right of confidence, right of privacy or right under data protection legislation
- e. constitutes negligent advice or contain any negligent statement
- f. constitutes an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity; (g) be in contempt of any court, or in breach of any court order
- h. be in breach of racial or religious hatred or discrimination legislation
- I. be blasphemous
- j be in breach of official secrets legislation
- k. be in breach of any contractual obligation owed to any person
- l. depicts violence in an explicit, graphic, or gratuitous manner
- m. be pornographic, lewd, suggestive, or sexually explicit
- n. be untrue, false, inaccurate, or misleading
- o. consists of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage
- p. constitute spam

q. be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory, or inflammatory, or

r. cause annoyance, inconvenience, or needless anxiety to any person.

7.4 Your Content must be appropriate, civil, and tasteful, and accord with accepted standards of etiquette and behavior on the internet.

7.5 You must not use the platform to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these Terms and Conditions.

7.6 You must not submit to the platform any material that is, or has ever been, the subject of any threatened or actual legal proceedings or other similar complaint.

## 8. Limited warranties

8.1 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 all service on the platform will remain available.

8.2 We reserve the right to discontinue or alter any or all of the platform services, 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 any website services, or if we stop publishing the website.

8.3 To the maximum extent permitted by applicable law and subject to section

8.4 We exclude all representations and warranties relating to the subject matter of these terms and conditions, our website, and the use of our website.

## 9. Limitations and Exclusions of Liability

9.1 Nothing in a contract under these Terms and Conditions will:

- a. limit or exclude any liability for death or personal injury resulting from negligence
- b. limit or exclude any liability for fraud or fraudulent misrepresentation
- c. limits any liabilities in any way that is not permitted under applicable law; or
- d. excludes any liabilities that may not be excluded under applicable law

9.2 The limitations and exclusions of liability set out in this section 7 and elsewhere in a contract under these terms and conditions:

a. is subject to section 9.1; and

b. governs all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.

9.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

9.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

9.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.

9.6 We will not be liable to you in respect of any loss or corruption of any data, database, or software.

9.7 We will not be liable to you in respect of any special, indirect, or consequential loss or damage.

9.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## 10. Indemnity

10.1 You hereby indemnify us, and undertake to keep us indemnified, against 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:

a. any breach by you of any provision of these Terms and Conditions; or

b. your use of our website

## 11. Breaches of these Terms and Conditions

11.1 Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, or if we suspect that you have breached these terms and conditions in any way, we may:

- a. sends you one or more formal warnings
- b. temporarily suspends your access to our website
- c. permanently prohibits you from accessing our website
- d. commences legal action against you, whether for breach of contract or otherwise; and/or (e) suspend or delete your account on our website.

11.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension, prohibition, or blocking (including without limitation creating and/or using a different account).

## 12. Third party websites

12.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

12.2 We have no control over third party websites and their contents, and subject to section 7.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 13. Trademarks

13.1 Sky Dust, our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

13.2 The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

## 14. Variation

14.1 We may revise these Terms and Conditions from time to time.

14.2 We will give you written notice of any material changes of these Terms and Conditions to provide you the opportunity to review the changes before they become effective. The revised Terms and Conditions will apply to the use of our website from the date of sending you a written notice to you.

14.3 If you object to any changes, you may cease using our service by deleting your account. Your continued use of the service after we publish or send a notice

about our changes to these Terms of Use means that you accept the updated terms.

14.4 If you have given your express consent to these Terms and Conditions, we will ask for your express consent to any revision of these terms and conditions; and if you do not give your express consent to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## 15. Assignment

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms and Conditions.

15.2 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.

## 16. Severability

16.1 If a provision of a contract under these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 17. Third Party Rights

17.1 A contract under these Terms and Conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these Terms and Conditions is not subject to the consent of any third party.

## 18. Entire Agreement

18.1 Subject to section 14.1, these Terms and Conditions, together with our Privacy and Cookies Policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## 19. Law and Jurisdiction

19.1 A contract under these Terms and Conditions shall be governed by and construed in accordance with Danish Law to the extent that it is possible under present law to enter such contract regarding applicable law, apart from the rules of Dutch laws regarding applicable law internationally.



19.2 Any disputes relating to a contract under these Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts of Denmark to the extent possible under present law.

## 20. Statutory and Regulatory Disclosures

20.1 We are registered as Sky Dust Group – a (B.V.) private limited [www.kvk.nl](http://www.kvk.nl)(CoC) in the Netherlands and are subject to the Dutch laws, including, but not limited to, applicable data protection legislation.

20.2 Our VAT number is NL863891093B01.

## 21. Our details

21.1 This platform and its software is owned and operated by Sky Dust platform B.V.

21.2 We are registered in the Netherlands under registration number 86193309, and our registered office is Hanzeplein 11 – 27, 8017 JD in Zwolle, the Netherlands.

21.3 Our principal place of business is at Hanzeplein 11 – 27, 8017 JD in Zwolle, the Netherlands.

21.4 You can contact us by writing to the business address given above, or by using our website contact form.