

Terms of Use for CISO Community



1. DEFINITIONS AND INTERPRETATION

- 1.1. For the interpretation of these Terms of Use for the CISO Community website ("**Terms of Use**"), whenever used (in singular or, as the case may be, in plural form), the expressions listed below shall have the meaning respectively ascribed to them as follows:

CISO Community website ("Site") an online platform facilitated by CCN which aims to provide a closed environment among peers and a platform for Users to share knowledge, in the form of www.cisocommunity.nl;

CISO Community Nederland ("CCN") The limited liability company ICT Media B.V., having its seat in the Netherlands at Magistratenlaan 60, 5223 MD, 's-Hertogenbosch, registered in the Dutch Chamber of Commerce under nr. 34261560, which facilitates the Site;

Code of Conduct The terms and conditions applied by CCN for the fair and reasonable use of the Site in relation to the Purpose, which can be consulted at <https://www.cisocommunity.nl/community-guidelines>.

Content All content on the Site as made available by or on behalf of CCN, except for User Content.

Content Guidelines Guidelines which the User should take into account before uploading any User Content on the Site, which can be consulted at <https://www.cisocommunity.nl/community-guidelines>.

Intellectual Property Rights ("IP rights") any and all (future) intellectual property rights in any country or jurisdiction, whether disclosed or not, including but not limited to any knowhow, trade secrets, patents, models, trademarks, design rights, copyrights, moral rights,

database rights, including all renewals or extensions of such rights and all similar or equivalent rights or forms of protection that are or will become in place, either registered, deposited, filed or not and including any and all applications for such rights;

Member a legal entity with a membership of the Site;

Partner An authorized partner for the Site;

Purpose the purpose for which a User is granted access to the Site, which is to connect, share knowledge, and collaborate on the latest trends, challenges, and best practices in the information security field, with other Chief Information Security officers (CISO's) and senior information security professionals in the Netherlands;

Terms of Use these terms of use, for the use of the Site;

User any natural person with an authorized account approved by CCN on request of the Member or Partner, which account grants access to the Site and who is employed by and/or in any other way active on or on behalf of a Member or a Partner.

User Content content uploaded on the Site by Users.

2. PROVISION OF SERVICES

- 2.1. The Site is a web based platform. Users can be granted access to the Site for the Purpose, via the internet and in accordance with the Terms of Use.
- 2.2. No guarantees can be provided concerning the correct working and uptime of the Site. CCN will however provide reasonable commercial efforts in order to provide the

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correct working and sufficient uptime of Site to the extent CCN deems fit.

the prospected Member and/or if CCN deems it necessary in order to maintain adequate security levels for the Site.

3. RIGHT OF USE

3.1. Accounts are granted to Members which have procured a membership for the Site. The Member can subsequently assign the account(s) and use of the account to its employees, holding senior roles in information security, such as Chief Information Security Officers (CISO's) or equivalent positions, in line with the Purpose.

3.2. Members and its authorized Users have the right to use the Site, but only insofar and for so long this is in accordance with these Terms of Use, the Code of Conduct and the Content Guidelines.

3.3. The Member and/or Partner guarantees that any Users which are granted an account for the Site, shall act in full conformity with these Terms of Use, any instructions provided by CCN and in accordance with the applicable laws and legislation. The Member and Partner shall hold CCN harmless and indemnify CCN for any damages which are according to CCN the result of any (in)actions of the User acting under its authority.

4. TERMS FOR ACCESS

4.1. The entity that wants to become a Member can request access to the Site by ways of filling in the registration form on the website of CCN. Such request should at least contain the following data before access can be assessed and/or granted:

- Full name of the contact person;
- E-mail address;
- Company details concerning of Member or the Partner; and
- The desired type of membership.

4.2. CCN may require whatever additional data she deems necessary in order to be able to grant a prospected Member a membership. Particularly additional data may be requested insofar as CCN has any doubts about the completeness and/or correctness of the data provided by

4.3. User access to the Site can be requested by Members for individuals holding senior roles in information security, such as Chief Information Security Officers (CISO's) or equivalent positions, employed with Members. Membership or User applications are subject to review and approval by CCN. For more information about the membership conditions CCN refers to: <https://www.cisocommunity.nl/membership/our-memberships>.

4.4. Partners may be granted (partial) access to the Site for commercial purposes, being to be able to gain visibility in relation the users of the Site and to be able to share knowledge and knowhow with the Users. CCN will duly decide upon a Partner request in accordance with the conditions on <https://www.cisocommunity.nl/membership/our-memberships> and in line with the Purpose.

4.5. Each request for access, either by Members and/or Partners shall be taken in duly consideration by the community manager as appointed by CCN and shall be – amongst other aspects – reviewed in line with Purpose for the Site. The prospected Member or Partner shall receive an e-mail whether or not access shall be granted after the board has had the opportunity to review the application.

4.6. The processing of personal data involved in order for CCN to be able to grant access to Site (and the use of the Site), shall be in accordance with its privacy policy which can be consulted and downloaded at: <https://cisocommunity.nl/privacy-policy>. Insofar as any clauses in the Terms of Use conflict with the privacy policy, the latter prevails, but only to the extent that the subject matter concerned with the conflict is the processing of personal data.

4.7. The Member or Partner is responsible for the completeness and correctness of all data provided to CCN by any User(s). Moreover, by requesting access the User declares to be granted the necessary representative authority by the relevant Member or Partner.

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4.8. If a User is, at any moment, no longer authorized by the relevant Member or Partner, or the User is no longer employed and/or in any other way active on behalf of the relevant Member, the User is no longer granted access to the Site, irrespective of whether its account is still functional, and User and Member are both obligated to notify CCN immediately via email. If the individual User subsequently becomes employed with a different Member and wishes to reactivate its previous account by concluding a new membership, a request therefore can be sent to CCN. CCN shall duly consider such request and if possible reactive the account, but CCN does have the right to unilaterally imply restrictions to the use and/or only partially grant access taking into consideration any rights of third parties.

4.9. CCN reserves the right to refuse access requested by a Partner, Member or individual User . If the Partner, Member or individual User which requested access to Site is of the understanding that access should be granted nevertheless, the legal representative of the Partner or Member concerned can submit a substantiated request by contacting CCN at connect@cisocommunity.nl.

5. PAYMENT TERMS

5.1. The Member and Partner are obligated to pay an annual fee, in accordance with the membership tier and Partner conditions, which can be consulted at <https://www.cisocommunity.nl/membership/our-memberships>.

5.2. The membership will be tacitly renewed every year, unless the membership is terminated by CCN or the Member itself, in accordance with article 12.

5.3. Invoices for the annual membership fee must be paid before the start of the new year. If the annual membership fee is not paid before the start of the new year, the respective User(s) may be denied access to Site, until the membership fee has been paid.

6. USER RESTRICTIONS

6.1. The User is responsible for maintaining the confidentiality of its login information and is therefore fully responsible for all actions that occur after logging in with the User's account.

6.2. User will use the Site only for the Purpose, the Members or Partners internal business purposes and in accordance with the nature of the Site and the applicable conditions, including but not limited to these Terms of Use.

6.3. In the event the User becomes aware of or reasonably suspects any breach of security concerning its account and confidentiality obligations thereof, such as but not limited to the loss, theft, or unauthorized disclosure of its login details, then the User shall notify CCN immediately at connect@cisocommunity.nl.

6.4. CCN reserves all rights to unilaterally decide, without prior notice and obligations for substantiation, to either limit certain User account's rights, suspend, or cancel a User account insofar as CCN deems this to be justified taking into consideration the conditions of the Terms of Use, the applicable law and/or any other reasonable (commercial) interest CCN has. Any liability following the suspension and/or cancellation of User accounts is excluded and any suspension and/or cancellation shall not affect any (outstanding) fees for membership and/or Partners , except if the decision from CCN is the result of its intent or gross negligence to cause loss or damage to User.

6.5. Users will not, nor permit any third party to:

- a) use or attempt to use the User's account for the Site, or any portion thereof, in excess of its licensed and granted capacity, such as but not limited to sell, rent, sub-license, loan or alienate the User's account;
- b) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create the source code of the Site or perform any process intended to determine the (source) code for the Site;
- c) modify, enhance or create derivative works based upon (Content on) the Site or otherwise (try to) change or alter the Site;
- d) bypass any security measures of the Site or use any software, technology, or device to send content or

messages, scrape, spider, or crawl the Site, or harvest or manipulate data;

- e) use, attempt to use or disclose any security vulnerabilities, meaning any weakness in software code, a product or a system that leaves Site open to the potential for exploitation in the form of unauthorized access or malicious behaviour;
- f) insert, or try to insert, any data into the Site, or related systems, which data is corrupt, inaccurate, incorrect and/or malicious, and/or (try to) insert data for which the User account does not have the authorizations;
- g) use the rights as granted in or related to the Terms of Use for an unlawful, misleading, fraudulent, illegal, or unauthorized purpose;
- h) upload any User Content that is contrary to the Content Guidelines or the Code of Conduct, including but not limited to User Content that entails intimidating content, pornographic content, content relating to children or any other illegal or unprofessional content.

6.6. In the event that the User becomes aware of or reasonable suspects any behaviour or User Content is uploaded which is contrary to the applicable terms, such as but not limited to these Terms of Use, the Code of Conduct or the Content Guidelines, User may notify CCN at connect@cisocommunity.nl.

6.7. CCN reserves all rights to moderate on the Site, meaning that CCN reserves the right to delete or modify any (User) Content, if CCN is of the reasonable opinion that the User Content or the behaviour of a User is contrary to the applicable terms, such as but not limited to these Terms of Use, the Code of Conduct or the Content Guidelines.

7. INTELLECTUAL PROPERTY

7.1. User acknowledges that the IP rights, in relation to all subject matter covered by the Terms of Use, including but not limited to the Site and Content relating thereto, will at all times belong solely to CCN. The foregoing however does not apply to any User Content, for which the IP rights shall not be transferred. However, User does guarantee to be authorized to upload the User Content and by doing so User grants CCN an unconditional license to use the User Content for the Purpose of the Site.

7.2. User shall in no way apply for and (try to) obtain IP rights with regard to any data which was made available to User by CCN or other users on the Site, such as but not limited to the Site itself and/or any data placed or received via Site. Nor shall User enable any third party, directly or indirectly, to do so. No license in that regard is granted, implicitly or explicitly, with regard to said material.

7.3. User indemnifies CCN against any and all claims from its agents, employees, representatives and/or third parties, regarding their IP rights and guarantees that any User Content uploaded by User is free of any IP rights or is shared with the explicit consent and knowledge of the respective third party.

8. CONFIDENTIALITY

8.1. User shall keep any and all data and/or sensitive information shared on Site strictly confidential at all times and refrain from disclosing it to any third party. User acknowledges and agrees to use the Site and its (User) Content solely in accordance with the Purpose. From this confidentiality obligation, is exempted: data,

- a) which prior to the time at which the Terms of Use are applicable is already in the public domain; or
- b) which becomes part of the public domain after the moment of disclosure to User by CCN or any other User, otherwise than by or as a result of a breach of the Terms of Use or any other confidentiality agreement or obligation; or
- c) was demonstrably freely available to User, prior to it being received from on the Site.

8.2. In the event that User or anyone with whom User shares the data becomes compelled by any court of competent jurisdiction to disclose any part of the data, the User is obligated to provide CCN with prompt notice so that they may seek an appropriate remedy or waive User's compliance with the provisions of the Terms of Use in such respect. In such case, User agrees that it will only provide that part of the data which User is legally obligated to disclose. Furthermore, User will use its best endeavours to ensure that the data will be treated as confidential as much as possible.

8.3. User shall not publicly make available any (User) Content on a different medium than the closed environment of the Site without prior approval from CCN and the rights holder, or in any other way extract (User) Content or other data from the Site and use for it for any other purpose than the Purpose of the Site. User will only use and/or share User Content shared by other Users in accordance with the applicable Code of Conduct and User commits to protecting sensitive information on the Site.

9. SECURITY & MAINTENANCE

9.1. CCN will provide reasonable commercial efforts for the correct working and reasonable uptime of the Site, including but not limited to provide updates and upgrades to the extent CCN deems fit. Taking into account the aforementioned, CCN shall repair errors and/or imperfections concerning Site at its own discretion.

9.2. If the User discovers or experiences any errors, imperfections, vulnerabilities, exploits, security breaches or other weaknesses in connection with Site or any related systems, the User will promptly notify CCN accordingly via connect@cisocommunity.nl.

9.3. If, in CCN's opinion, the proper functioning or security of the Site or any related computer systems or networks will be endangered, CCN will be entitled to take all measures it reasonably considers necessary, to avert or prevent this danger, such as but not limited to the obligation to use a certain browser for the Site.

9.4. CCN is entitled to temporarily cease the provision of Site or parts thereof for the purpose of maintenance, modification or improvement. CCN will provide reasonable commercial efforts to limit the downtime of Site but can under no circumstances guarantee that this will not result in any inconvenience to the User.

10. LIABILITY

10.1. CCN explicitly does not warrant that the use of the Site shall be uninterrupted, or that the content on the Site is correct or error free. Any content on CPP, whether provided by CCN

or Users cannot be seen as professional advice from CCN. The Site is expressly meant to share knowledge and not to instruct or direct CISO's of Members or other Users.

10.2. Except in the event of intent ('opzet') or willful recklessness ('bewuste roekeloosheid') on the part of CCN or its executives, CCN is not liable for any damage, of any nature whatsoever, incurred by a Member, Partner and/or User, for damage due to (the functioning of) the Site or by any other act or omission of CCN.

10.3. In the event CCN is liable, it shall only be liable for damages, losses, liabilities, costs and/or expenses within the meaning of section 6:96 of the Dutch Civil Code directly resulting from the act, failure or omission of CCN or its executives. CCN shall not be liable for any indirect damages, meaning loss of anticipated profits, immaterial damages, loss, destruction or mutilation of data or digital documents, losses due to unauthorized breaches of the systems of CCN, loss of revenues, loss of contracts, incurred losses, loss of savings and incurred expenses or other consequential damage.

10.4. Member or Partner indemnifies CCN against any and all claims from its agents, employees, representatives and/or third parties, and agrees to never hold any agents, employees or representatives of CCN liable.

10.5. The provisions of this clause relate to the contractual and non-contractual liability of CCN.

11. FORCE MAJEURE

11.1. Force majeure means any circumstance on the part of CCN, which is beyond the control of CCN, as a result of which the performance of obligations of CCN governed by these Terms of Use is permanently or temporarily prevented.

11.2. For the avoidance of doubt, force majeure is understood to include circumstances beyond the control of CCN's suppliers, circumstances that arise when a subcontractor of CCN does not fulfil its obligations to CCN, measures by public authorities, power failures, failures of the internet, data network or telecommunication facilities, (cyber) crime, (cyber) vandalism, revolution, pandemic and/or any similar situation, war and terrorism, cable breakage, animal

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diseases, fire, explosion, water damage, lightning strike, natural disasters, acts of God, flooding and/or earthquake.

11.3. If in the opinion of CCN the event of force majeure is of a temporary nature, CCN is entitled to suspend ('*opschorten*') its performance(s) under the Terms of Use and for the Site excluding any liability for CCN until the event of force majeure no longer applies.

11.4. If in the opinion of CCN the event of force majeure is of a permanent nature, CCN is entitled without any judicial intervention to amend its performance(s) under the Terms of Use and for Site to the circumstances or to dissolve ('*ontbinden*') the Term of Use in full or in part without owing the Member, Partner and/or User any damages.

12. DURATION

12.1. The membership of Users of the Site is for the duration of 1 year and is tacitly renewed at the beginning of each new calendar year, unless the User account is terminated.

12.2. Without any warning, notice of default or judicial intervention being required, CCN shall be entitled to dissolve ('*ontbinden*') in full or in part or terminate ('*opzeggen*') the Terms of Use and/or to (partially) exclude the User from using the Site in any way or form, without prejudice to the right of CCN to demand the fulfilment ('*nakoming*') of the obligations under the Terms of Use by the User and/or the right to demand damages, if the Member or Partner:

- a) fails to fulfil any obligation under the Terms of Use;
- b) the relevant User(s) is (are) no longer employed and/or in any other way active on or on behalf of a Member or a Partner; or
- c) acts in any way contrary to the Purpose in the opinion of CCN.

13. SUPPORT, COMPLAINTS AND NOTICE AND ACTION MECHANISM

13.1. CCN will provide a reasonable level of support to Users by making instructions for Users available online on the Site. If the instructions made available are insufficient, Users may contact CCN's helpdesk via connect@cisocommunity.nl.

13.2. If the Member or Partner has a complaint regarding the Site, the execution of these Terms of Use and/or any measures taken by CCN, a complaint procedure may be initiated, and the complaint can be sent to CCN by e-mail: connect@cisocommunity.nl. CCN shall duly consider any complaints submitted and insofar as commercially reasonably possible follow-up the complaint to address the issue raised. If relevant for the follow-up of the complaint, the legal representative of the Member or Partner concerned may be notified and consulted by CCN.

13.3. If a Member, Partner or individual User notices any specific User Content or information that he considers to be illegal, a notification may be submitted to CCN via the following e-mail: connenct@cisocommunity.nl. Such notification must contain the following elements:

- a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the User Content the information in question to be illegal content;
- b) a clear indication of the exact electronic location of that User Content or information, such as the exact URL or URLs, and, where necessary, additional information necessary for CCN to identify the illegal content;
- c) the name and email address of the Member, Partner or individual User submitting the notice, except in the case of information or User Content considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU, being offences concerning sexual abuse, sexual exploitation, child pornography, solicitation of children for sexual purposes, incitement, aiding and abetting, and attempt;
- d) a statement confirming the bona fide belief of the Member, Partner or individual User submitting the notice that the information and allegations contained therein are accurate and complete.

In each case, the notice should provide enough substantiation for CCN to be able to identify the illegality of the relevant User Content or information without a detailed legal examination.

13.4. CCN shall confirm the receipt of notices in the sense of article 13.3 without undue delay.

- 13.5. CCN shall inform the Member, Partner or individual User, that made a notification in the sense of article 13.3, of its decision in respect of such notification without undue delay and with information about the possibilities for redress in respect of that decision.

14. GOVERNING LAW AND COMPETENT COURT

- 14.1. These Terms of Use, and in particular (the use of) the Site, are exclusively governed by Dutch law.
- 14.2. Any dispute arising out of or in connection with the Terms of Use, the Site and/or related obligations, shall be submitted exclusively to the competent court in 's-Hertogenbosch, the Netherlands.

15. MISCELLANEOUS

- 15.1. Any updates and/or upgrades for the Site may lead to changes in the Terms of Use. Insofar as this is the case, the User will be requested to agree with the revised Terms of Use when logging in for the first time after the relevant update or upgrade.
- 15.2. CCN may provide information about the User and its account to third parties if CCN is of the opinion that the User is acting in violation of these Terms of Use and/or CCN is reasonably opinionated to be legally obliged to do so, irrespective of whether, after disclosure of this information, it is established that there is no legal basis for such disclosure. CCN is not liable for such disclosure unless the particular User can demonstrate that CCN has acted in contrary to article 10.2.