



General Terms & Conditions 2018

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I. INTRODUCTION AND ELIGIBILITY

These Terms of Use (“Terms”) constitute a binding agreement between you and HR Lands, and its affiliates and subsidiaries (“HR Lands “we,” “us”). Please read these Terms carefully before using the HR Lands Services (defined below). “You” and “users” shall mean all visitors to HR Lands website. Your use of HR Lands Service signifies your agreement to be bound by these Terms each time you access HR Lands Service. If you do not agree to any of these Terms, do not use HR Lands Service. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use HR Lands Service.

Revisions to Terms. We reserve the right, in our sole discretion, to revise these Terms at any time, in whole or in part, by posting an updated version. Changes to these Terms will be effective when posted. You agree to visit this page periodically to review the most current Terms and your continued use of HR Lands Service, or any part thereof after any changes to these Terms are posted constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using HR Lands Service.

International Users. HR Lands Service is operated from the Netherlands but may be accessed in other parts of the world. If you are located outside of the Netherlands and you access or use HR Lands Service, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of HR Lands HR Service complies with all applicable local laws in the jurisdiction from where you access or use HR Lands service. By submitting any personally identifiable information to us through HR Lands Service, you consent to the transfer, processing and storage of your information in the Netherlands.

II. HR LANDS SERVICE

“HR Lands Service” means the websites located at www.hrlands.com and www.hrlands.moodlecloud.com and any associated software, applications, books and Internet services under HR Lands’ control, whether partial or otherwise, used in connection with providing the services provided by HR Lands’. HR Lands Service provides, amongst other services, an online platform to enable you to view information online and through other connected devices about classes, courses, workshops, and other education programs and events offered by HR Lands (collectively, “Courses”). These Courses may be made available for free or for a fee, at HR Lands’ sole discretion. Together with our members, thought leaders, and seasoned practitioners (collectively “Instructors”), HR Lands offers a robust curriculum focused on Global Organisational Leadership & Human Resources Development by

which individuals and organisations can discover the right tools and skills needed to identify, shape, re-invent leadership and HR talent and drive results throughout the career cycle. HR Lands Service also provides an online platform to enable you to view information online and through other connected devices about Global Leadership and HR in posts, videos, reading material and other media forms (collectively, “Blogs”) Sign Up for a Course. You may sign up for a Course using HR Lands Service. We cannot promise the availability of the Course.

Cancellation Policy. We determine the rescheduling and cancellation policies and apply them at our discretion. You should contact us directly, not Instructors, for any rescheduling or cancellation questions. HR Lands Service Cancellation Policy is available herein is incorporated into these Terms.

Chat Room Service and Blog Post. You may be able to engage in online chat sessions with other users of the HR Lands Service, including Instructors, as well as post comments on blog posts. You should exercise caution, good sense, and sound judgment when submitting messages or information to be posted in a chat room or on a blog. Think - and read twice - before you post anything. You are responsible for any comments or materials you post in a chat room or on a blog, and you assume all liability arising out of a post. We discourage the posting of sensitive or personal information in comments or posts and we are not responsible for the use of your personal information that you publicly post by any third parties. HR Lands makes no representations and warranties with respect to the confidentiality of any posts you make through HR Lands Service.

Third-Party Services. HR Lands Service may link to third-party websites to facilitate its provision of services to you. If you use these links, you will leave HR Lands Service. Some of these third-party websites may use HR Lands Content (defined below) under license from HR Lands. HR Lands is not responsible for these third-party websites, whether or not HR Lands is affiliated with such third-party websites. Through our use, we do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that HR Lands is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the HR Lands Service.

Social Sign-On. HR Lands Service may allow you to register and log in using sign-on functionality provided by social networks, such as LinkedIn. You agree to abide by the social networks’ terms and conditions applicable to you.

III. FINANCIAL MATTERS

Courses. HR Lands may charge you fees to enrol in a Course. The amount of any fees may be revised HR Lands from time to time and vary from topic to topic.

You Agree to Pay Us for Your Purchases. You agree to pay for all products and services that you purchase through HR Lands Service, and you agree that we may charge your selected payment method, either directly or through the services of a third-party payment processor, for any such payments. Only those payment methods accepted by our third-party payment processor can be used to purchase products, goods, or services through the HR Lands Service.

Third-Party Payment Processors. HR Lands currently uses secure third-party payment processors for electronic commerce. Our third-party payment processors accept payments through methods detailed on the applicable payment screen, which may include various credit cards and PayPal. Information that you supply to our payment processors is not stored by us or within our control, and is subject to each of our third-party payment processors' own privacy policies and terms and conditions. Third-party payment processors may charge a fee to process payments and HR Lands is not responsible for any fees charged by them. HR Lands disclaims all liability with regard to any fees or problems you have with third-party payment processors

Availability of Certain Forms of Payment. HR Lands makes no representations and warranties about the continued availability of any particular form of payment method made available for use with the HR Lands Service.

Pre-Authorization. When you provide a credit card number to us to activate and/or pay for any fees related to HR Lands, we, through our third-party payment processor, may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

Timing of Charges. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together.

Disputed Charges. You agree to submit any disputes regarding any charge to your account in writing to HR Lands within thirty (30) days of such charge, or your dispute is waived and such charge will be final and not subject to challenge. You may

dispute a charge by sending an email to us at info@hrlands.com.

Refunds. We reserve the right, but are not obligated, to refund fees paid to us.

HR Lands offers a 30-day moneyback guarantee, in which we will refund your fee within 30 days for any reason. HR Lands may modify its refund policy at any time with or without specific notice to you; provided, however, that the refund policy in effect at the time of any transaction shall apply to such purchase despite any subsequent change in such policy. Please contact info@hrlands.com to request a refund.

Taxes. “Taxes” include sales, use, value added, or transaction taxes and other government-imposed fees and charges. You are responsible for determining and paying the appropriate taxes resulting from a transaction occurring through the HR Lands Service. HR Lands is not responsible for collecting, reporting, paying, or remitting to you any such taxes, unless required by law.

Currency. We accept a variety of international currencies, including U.S. Dollars, Great Britain Pounds, Euros, depending on where you are located. The currency required for settling transactions with us will be displayed when you check out. Your transaction may be subject to applicable currency conversion-related transaction fees and exchange rate changes.

IV. ACCOUNT CREATION AND USE BY AN AGENT

You agree that if you create an account and use the HR Lands Service on behalf of a business entity (e.g., corporation), you have the necessary legal authority and capacity to do so as an authorized agent of the business entity. You agree that you have the authority to bind the business entity in legal agreements and contracts.

V. YOUR ACCOUNT

To use some parts of the HR Lands Service, you must create an account. You represent and warrant that the information you provide to HR Lands upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Your Log-In Credentials. You are responsible for maintaining the confidentiality of your log-in credentials and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately if you believe the confidentiality of your log-in credentials has been compromised or if you suspect unauthorized use of your account. You

agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

VI. COMMUNICATIONS

If you have registered to use the General Assembly Service or are registered for a Course, you agree to receive email from us at the email address you provided to us for customer service related purposes, even if you have chosen to opt-out of marketing communications.

Electronic Notices. By using HR Lands Service or providing any personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the HR Lands Service. If we learn of a security breach relating to your personal information that is required to be reported pursuant to applicable security breach notification laws, we may attempt to notify you electronically by posting a notice on the HR Lands Service or by sending an email to you.

VII. HR LANDS' CONTENT OWNERSHIP AND USE

The contents of HR Lands Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other HR Lands content (collectively, "HR Lands Content"). All HR Lands Content and the compilation (meaning the collection, arrangement, and assembly) of all HR Lands Content are the property of HR Lands or its licensors and are protected under copyright, trademark, and other laws.

License to You. Subject to these Terms, we hereby grant you the limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide license to access and use HR Lands Service and the HR Lands Content solely for the use of HR Lands' services, at our discretion. Any other use is expressly prohibited.

This license is revocable at any time without notice and with or without cause.

Unauthorized use of the HR Lands Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original HR Lands Content on any copy you make of the HR Lands Content in accordance with these Terms.

No HR Lands Content or other material made available on or through HR Lands Service may be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold, transferred, publicly displayed, distributed, or used to create derivative works, in any way without written permission of the copyright owner unless such content is specifically made available for and authorized to be downloaded from HR Lands Service, in which case

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HR Lands Marks. HR Lands, the HR Lands logo, and other HR Lands logos and product and service names are or may be trademarks of HR Lands (the "HR Lands' Marks"). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the HR Lands Marks.

VIII. YOUR USER CONTENT AND OUR LICENSE TO USE

Your User Content. The HR Lands Service may provide you with the ability to create, post, or share content, including messages in chat rooms or comments on blog posts, as well as Student Work ("Your User Content"). You or a third-party licensor, as appropriate, retain all intellectual property rights to Your User Content. You are responsible for protecting those rights.

HR Lands' Use of Your User Content. By creating, posting, or sharing Your User Content, on or through HR Lands Service, and subject to HR Lands' Privacy Policy, and except as otherwise expressly stated, you grant HR Lands an irrevocable, perpetual, transferrable, unconditional, unrestricted, sublicensable, world-wide, non-exclusive, royalty-free license to copy, use, reproduce, modify, remove, publish, upload, distribute, transmit, publicly display and create derivative works from Your User Content for any purpose without compensation to you, including for the purpose of promoting HR Lands and our services.

Notwithstanding the foregoing, with respect to our use of your Student Work, we agree not to modify Student Work without your express permission. You waive any rights you may have regarding Your User Content, except for Student Work, being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of Your User Content in our sole discretion. Upon your request, HR Lands will discontinue this licensed use within a commercially reasonable period after Your User Content is removed from the HR Lands Service.

If you are an Instructor, the license grant above is also applicable to any content you create for the purpose of your Course (such as syllabi, slides or homework) that you post on the HR Lands' platform.

You Acquire No Ownership of Others' Content. You understand and agree that you will not obtain, through use of HR Lands Service, any right, title, or interest (including intellectual property rights) in content delivered via HR Lands Service.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through HR Lands Service or otherwise have the right to grant the license set forth in these Terms; (ii) the posting and use of Your User Content on or through HR Lands Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Your User Content on HR Lands Service does not result in a breach of contract between you and a third party. You agree to pay all fees owing to any person as a result of posting Your User Content on HR Lands Service. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary. The HR Lands Service contains content from users and other HR Lands' licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through HR Lands Service.

IX. SUGGESTIONS AND SUBMISSIONS

We appreciate hearing from our users and welcome your comments regarding HR Lands Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials ("creative ideas"), we shall:

1. Own, exclusively, all now known or later discovered rights to the creative ideas;

2. Not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. Be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

X. USER CONTENT DISCLAIMERS, LIMITATIONS, AND PROHIBITIONS

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users of HR Lands Service. You accept that any reliance on material posted by other users or third-party service providers will be at your own risk.

By using HR Lands Service, you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

You expressly acknowledge and agree that you are solely responsible for Your User Content on HR Lands Service. HR Lands does not endorse, nor is it responsible for, Your User Content on HR Lands Service. You assume all risks associated with Your User Content, including anyone's reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of Your User Content through HR Lands Service. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation. You agree to use HR Lands Service only for its intended purpose. You must use HR Lands Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of HR Lands Service are prohibited.

You may not:

1. Attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to HR Lands Service, user accounts, or the technology and equipment supporting the HR Lands Service;
2. Frame or link to HR Lands Service without permission;
3. Use data mining, robots, or other data gathering devices on or through HR Lands Service;
4. Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. Disclose personal information about another person or post any content that is unlawful, pornographic, obscene, defamatory, libellous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct or that gives rise, or potentially gives rise to civil or criminal liability or that violates any applicable law;
6. Sell, transfer, or assign any of your rights to use HR Lands Service to a third party without our express written consent;

7. Post advertising or marketing links or content, except as specifically allowed by these Terms;
8. Use HR Lands after your account has been terminated, without our consent;
9. Use HR Lands Service in an illegal way or to commit an illegal act in relation to HR Lands Service or that otherwise results in fines, penalties, and other liability to HR Lands or others; or
10. Access HR Lands Service from a jurisdiction where it is illegal or unauthorized.

XI. CONSEQUENCES OF VIOLATING THESE TERMS

We reserve the right to suspend or terminate your account and prevent access to HR Lands Service for any reason, without notice to you, at our discretion. We reserve the right to refuse to provide HR Lands Service to you in the future.

HR Lands may review and remove any of Your User Content at any time for any reason, including for any activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of HR Lands.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of HR Lands Service.

XII. HR LANDS' LIABILITY

Changes to HR Lands Service. We may change, suspend, or discontinue any aspect of the HR Lands at any time, in our sole discretion, including hours of operation or availability of HR Lands Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using HR Lands Service, including POP licensing or relationship authentication. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release HR Lands of all claims, demands, and damages in disputes among users of HR Lands Service. You also agree not to involve us in such disputes. Use caution and common sense when using HR Lands Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of HR Lands Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through HR Lands Service. Use HR Lands Service at your own risk. Third-Party Websites. HR Lands Service may include links to third party websites and applications. You

are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

We make no promises and disclaim all liability of specific results from the use of HR Lands Service.

A. DISCLAIMER OF WARRANTIES

Released Parties Defined. “Released Parties” include HR Lands and its affiliates, officers, employees, agents, service providers, partners, Instructors, and licensors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE HR LANDS SERVICE IS AT YOUR SOLE RISK, AND HR LANDS SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON HR LANDS SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT;

(B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) HR LANDS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE HR LANDS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF HR LANDS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON HR LANDS SERVICE WILL MEET YOUR EXPECTATIONS AND, AND (iv) ANY ERRORS IN HR LANDS SERVICE WILL BE CORRECTED;

AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF HR LANDS SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE), FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HR LANDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE HR LANDS SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF HR LANDS SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON HR LANDS SERVICE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO HR LANDS SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH HR LANDS SERVICE OR YOUR USE OF HR LANDS CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

Indemnification. You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any HR Lands Content, (iii) any of Your User Content, (iv) your violation of any person's intellectual property, privacy, publicity or other right, (v) the violation of any applicable laws and/or these Terms by you and/or anyone using your log-in credentials to

access and otherwise use the HR Lands Service (in whole or in part), (vi) the breach of any of your warranties, representations, responsibilities or other obligations set forth in these Terms, or (vii) the wilful misconduct of you or anyone accessing the HR Lands Service using your log-in credentials. We shall provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences. This provision shall remain in full force and effect notwithstanding any termination of your use of HR Lands Service.

XIII. GENERAL TERMS

These Terms constitute the entire agreement between you and HR Lands concerning your use of HR Lands Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

XIV. ARBITRATION

These Terms and the relationship between you and HR Lands shall be governed by the laws of Netherlands, without regard to its conflict of law provisions, regardless of where you live. You and HR Lands agree to submit any disputes relating to your use of HR Lands Service for final and binding arbitration under the rules of the Dutch Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Rotterdam, The Netherlands. You covenant not to sue HR Lands in any other forum.