

Terms of Service - Network AI

1. Definitions

Network AI B.V., a company organised under the laws of the Netherlands, with registered office at Atoomweg 6B, 9743 AK, Groningen, The Netherlands. (“Network AI,” “we,” “our”) offers their executive research platform available online, as subscription services (each, a “service”) as well as support and professional services (all collectively, the “services”), and websites, including but not limited to www.network.ai, beta.network.ai (collectively, the “websites”).

Network AI has two different types of end users:

- We call users of the websites and users who use the free version of the Services “visitors.” While visitors may have access and use the services, this access is to a more limited set of features and functionality than subscribers.
- We call users who use the services as part of a paid subscription plan (regardless of the subscription tier) “subscribers.” The features and functionalities available to subscribers are determined by the subscription tier.

We refer to these two types of end users collectively as “users” or “you” for purposes of these Terms of Service (the “terms”). Regardless of what type of user you are, these terms create a legally binding agreement between you and Network AI and explain the rules governing use of the services and websites. If you do not agree to these terms, please do not access or use the services and websites.

2. Acknowledgement of Terms

You acknowledge and agree that you have read, understand and agree to be bound by these terms, by accessing or using the services and websites, or by executing or making payment based on an ordering document, statement of work or invoice (an “order”) that references these terms.

By accepting these terms, you represent that you have the legal power to do so. If you accept these terms on behalf of an organization, (a) “you” and “your” will refer to that organization and any individual accessing the services through your account will be referred to as a “user”; and (b) you understand and agree that the organization will be responsible for ensuring that each of its users complies with these terms.

3. Conditions of Use

We will provide the services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services or make a purchase, you accept the following conditions. This is why we urge you to read them carefully.

4. Privacy Policy

Before you continue using the service we advise you to read our privacy policy <https://terms.network.ai/privacy> regarding our user data collection. It will help you better understand our practices.

5. Copyright

Content published on the website (digital downloads, images, texts, graphics, logos) is the property of Network AI and/or its content creators and protected by international copyright laws. Insofar as the content is made available in our search engine, and is publicly available through the internet from third party websites, and though we take utmost care to protect the rights of the content owners, it is your obligation to ensure that you have legal and authorised access to such content under your jurisdiction. Private, confidential and proprietary content which is provided by you for indexing in our search engine as part of the service, will at all times remain the property of the lawful copyright owner.

6. Communications

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the service, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

7. Applicable Law

By visiting the service, you agree that the laws of the Netherlands, without regard to principles of conflict laws, will govern these terms of service, or any dispute of any sort that might come between Network AI and you, or its business partners and associates.

8. Disputes

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by a competent court in Amsterdam, The Netherlands and you consent to exclusive jurisdiction and venue of such courts.

9. User Content

User of the service may post or store content using the service as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties. Content has to be free of software viruses, political campaign, and commercial solicitation.

Content created by the users will at all times remain the property of the users, and Network AI will strive to keep the content private and secure in adherence to reasonable industry standards. User grants Network AI the permission to use such content to compile aggregate statistics or to improve the functionality of the service, including the use of machine learning algorithms on such content, provided that this does not lead to disclosure of such content or any personally identifiable information to unauthorized third parties.

10. License and Site Access

Network AI grants you a limited, non-exclusive, non-transferable and non-sublicensable license to access and use of the service, subject to the timely payment of the agreed license fees.

You are not allowed to download materials or issue requests to the site in an automated manner beyond a rate of what a normal user would do manually in a web browser, unless agreed to in writing by us.

11. Billing, Payment and Renewal

If you select a paid tier of the Subscription Service (a "paid account") Network AI will bill you in advance for use of the Services on the frequency that you select.

Current pricing for accounts are published on the Network AI Websites or provided to you in private written communication. Network AI reserves the right to modify pricing at any time for renewal terms; provided, that Network AI will notify you or the account admin prior to any price increase affecting that account. If you upgrade to a higher tier of paid account, Network AI will credit any remaining balance from your previous subscription payment to your new tier.

Payments for invoices are due fourteen days after the invoice date, unless otherwise specified, and are considered delinquent thereafter.

Your subscription will automatically renew at the end of each subscription term for an additional term of equal length, and you authorize Network AI to charge the credit card, debit card or invoice you for payment upon renewal. If you wish to change your subscription level, number of Users, subscription term, or cancel your auto-renewal, the account owner or the admin must notify in writing Network AI prior to the renewal date.

Billing disputes must be notified to Network AI in writing before the due date. Delinquent payments may bear

interest at the rate of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Network AI in collecting delinquent amounts. If delinquent fees are not paid, Network AI will automatically downgrade your account to a free account and/or suspend or terminate your use of the Services. Downgrading your account may cause the loss of Content, features, functionality or capacity.

You are responsible for any taxes, duties, and customs fees associated with the sale of the Services (collectively "Taxes"), and you will pay Network AI for the Services without any reduction for Taxes. If Network AI is obligated to collect or pay Taxes, the Taxes will be invoiced to you.

Unless otherwise agreed to in an Order, Professional Services will be performed remotely and are provided on a time and materials basis ("T&M") at the rates set forth in the Order. T&M estimates are not a guarantee that the project will be completed in the estimated number of hours. Actual T&M hours may be more or less. In addition, you will reimburse Network AI for reasonable, documented, out-of-pocket expenses (including all travel costs and expenses) incurred by Network AI in the course of providing Professional Services that are authorized or pre-approved by Customer in writing.

Except as expressly set forth in these Terms or when required by law, all fees are non-cancellable and once paid are non-refundable, even in the case of unused subscription periods.

12. User Account and Termination

If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion, with no remedy beyond a pro-rated refund of the license fees paid.

13. Changes to the Terms

Network AI may make changes to the terms from time to time. When these changes are made, we will make a new copy of the terms available <https://terms.network.ai> as applicable.

You understand and agree that if you are on a free account and you use the services after the date on which the terms have changed, Network AI will treat your continued use of the services as acceptance of the updated terms. If you have a paid account, the new terms will apply upon your renewal.

14. General Legal Terms

The parties agree that most disputes can be resolved without resort to litigation. If you have any dispute with us, you agree that before taking any formal action you will give notice to us at info@network.ai and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). The parties agree to use their best efforts to settle any dispute directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating an arbitration or legal action.

The failure of either party to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision or of any other right or provision.

These terms constitute the whole legal agreement between you and Network AI related to the use of the services and supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these terms, and are void and of no effect. If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Neither party is liable for delay or default hereunder if caused by conditions beyond its reasonable control, including natural disasters, hacker attacks, acts of terror or war, riots, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.

Neither the rights nor the obligations arising under these terms are assignable or transferable by either party without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, Network AI may assign this agreement (including all Orders) without the consent of the other party to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in aggregate or related to your services. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

15. Support and Questions

We will respond to any questions regarding the services and these terms via info@netwerk.ai

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