

## **XpertHR Insight Hub Terms and Conditions**

This online research portal (“**Portal**”) is provided by or on behalf of LNRS Data Services, Inc., doing business as XpertHR (“**XpertHR**”). These terms and conditions (“**Terms**”) apply to your use of the Portal and the materials and information it contains (“**Materials**”). By using the Portal you accept the Terms and agree to be bound by them; you should read these Terms, including the Lexis Nexis Risk Solutions Group (RSG) privacy policy concerning use of any personal data that you submit via the Portal, carefully before using the Portal.

### **Materials**

1. You acknowledge that the Materials are confidential information and may not be copied, shared with or distributed to third parties without the express prior written consent of XpertHR. For the avoidance of doubt, ‘sharing’ Materials includes allowing third parties to view them via the Portal.
2. You hereby grant XpertHR a non-exclusive, royalty-free, perpetual, non-cancellable, worldwide license to use, reproduce, modify, make available to the public, publish, translate, create derivative works from and distribute any Content that you post on the Portal.
3. Copyright, database rights and all other intellectual property rights comprised in or relating to the Materials belong to XpertHR and its licensors.
4. You agree that by signing up to be a member of the Portal you may occasionally or from time to time receive email communications/notifications from us.

\*Your submitted content \*

5. You shall not post on the Portal nor submit any item or any links to content that:
  - (i) is defamatory or discloses any information that you have no legal right to disclose, or is otherwise illegal;
  - (ii) is (or contains anything which is) vulgar, hateful, obscene, profane, threatening or insulting;
  - (iii) is intended to impersonate another person or entity;
  - (iv) contains any form of advertising, promotional materials or any form of commercial activity;
  - (v) contains any or links to any virus, corrupted files, ‘Trojan Horses’, key loggers or any other malicious code or material that could cause harm to the computer, data or financial security of any third-party;
  - (vi) contains any or links to any intentionally false or misleading statements or any statement seeking to unfairly manipulate others;
  - (vii) is an attempt to collect or store data about other members; or
  - (viii) is or may amount to collusion or activities of a suspicious or criminal nature.

6. You agree that you will not submit ‘spam’ to the Portal and understand that such messages posted on, or unsolicited advertising via, the Portal will not be tolerated.

7. Any content submitted to the Portal that breaks the above rules will be removed and any breach of the above rules may result in your access to the Portal being temporarily or permanently suspended.

8. You acknowledge that some areas of the Portal comprise a community forum (i.e., a group discussion forum that may be accessed by both and other users) and that any data posted in these

sections of the Portal can be viewed by third-party users of the Portal. You are not permitted to post any personal data in these sections of the Portal and accept that, if you do so, then XpertHR is not responsible for any third-party use of your personal data as a result.

9. You accept responsibility for and full liability in relation to content submitted to the Portal by you. In particular, you warrant and undertake that your submission of content to the Portal and the carriage of such content on the Portal will not infringe the rights (including the intellectual property rights) of any third-party, and you agree to indemnify XpertHR against any claims, losses, costs or damages incurred by or awarded against XpertHR as a result of a breach of the foregoing warranty and undertaking.

10. You agree to defend, indemnify and hold LNRS Data Services, Inc., its directors, officers, employees, agents, and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees if any materials you post on or through the portal or as part of membership in the program result in a third-party claim that any information or material you provide infringes a third-party proprietary right.

11. You may, as part of your submissions via the Portal or other communications with XpertHR regarding its products and services (the "**Products**"), provide feedback regarding the Products ("**Feedback**"). XpertHR shall be sole owner of all rights in (i) the Feedback, and (ii) the Products, including any updates, modifications, enhancements and additions made to any Product as a result of Feedback received ("**Improvements**"). To the extent that you may be deemed by law to own any rights, title or interest in and to the Feedback and/or the Improvements, you agree to enter into such documentation as reasonably required to effect the legal transfer of such rights to XpertHR. You shall not be entitled to any remuneration in relation to the Feedback or the Improvements. Feedback shall form part of XpertHR's confidential information, and you shall not disclose it to any third parties.

12. Any personal data (as such term is used in the General Data Protection Regulations) submitted via the Portal may be used by XpertHR in accordance with the Privacy Policy which can be found via this link: <https://risk.lexisnexis.com/group/privacy-policy>.

### **General**

13. You acknowledge that your login details, including any passwords, are for your own use only and you agree that these shall not be shared or disclosed by you to any third-party.

14. You may at any point decide to withdraw or opt out from being a member of the panel/Portal by sending an email to [insighthub@xperthr.co.uk](mailto:insighthub@xperthr.co.uk) and stating that you no longer wish to be part of the project. This shall mean that you will stop receiving email communications related to use of the Portal.

15. XpertHR may at any time withdraw or make alterations to the Portal or any part of it.

16. XpertHR excludes all warranties, express or implied relating to (a) use of the Portal and (b) the Materials. This includes, but is not limited to, any implied warranty that the Materials are accurate or up to date or suitable for any particular purpose.

17. The total aggregate liability of XpertHR in connection with your use of the Portal or Materials (other than for death or personal injury caused by its negligence) shall not exceed the amount paid or payable by you for use of the Portal or, if no payment is due, five hundred United States Dollars (\$500).

18. These terms and conditions shall be interpreted in accordance with the laws of New York and any dispute relating hereto shall be subject to the exclusive jurisdiction of the New York courts with competent jurisdiction and with a venue located in New York County.

If you have any further questions about taking part in the research conducted via the Portal, please email us at [insighthub@xperthr.co.uk](mailto:insighthub@xperthr.co.uk)