

TEMENOS LEARNING COMMUNITY

TERMS OF USE

(Last revised on 31st August 2017)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT HOW YOU MAY USE THIS WEBSITE

1. The terms on which you may use our website

- 1.1 These Terms of Use (together with the other documents referred to below) set out the terms on which you may use our website <https://tlc.temenos.com>, which provides access to the Temenos Learning Community (the "Portal"). You should read these Terms of Use carefully before using our website, as by using our website you are confirming that you accept these Terms of Use and that you will comply with them. If you don't accept these Terms of Use you should leave our website immediately.
- 1.2 The following policies also apply to your use of our website:
 - 1.2.1 Our [Privacy Policy](#). By using our website you are consenting to us processing any personal data that you provide to us or that we collect from you as a result of your use of our website. Our privacy policy sets out what we do with that personal data.
 - 1.2.2 Our [Cookies Policy](#).
- 1.3 You are responsible for ensuring that anyone else who accesses our website through your internet connection is aware of these Terms of Use and the policies referred to above and that they comply with them.

2. Changes to these Terms of Use and our other policies

We may make changes to these Terms of Use from time to time. You should therefore check these Terms of Use whenever you return to our website to see whether any changes have been made, as these will be binding on you. We may also make changes to our privacy policy and cookies policy from time to time, so you should also check these regularly to see whether any changes have been made.

These Terms of Use replace and supersede any previous terms of use including those applicable to the pilot of the Portal. Any use of the full deployment Portal after the pilot is subject to these Terms of Use.

3. About us

- 3.1 We, Temenos Headquarters SA and any of our group companies ("we", "our", "us" or "Temenos"), operate this website at <https://tlc.temenos.com>. We are a company registered in Switzerland under company number CH-660.0.327.994-5 and our registered office is at 2 Rue de L'Ecole-de-Chimie, 1205 Geneva, Switzerland. .
- 3.2 You can contact us:

By email at tlc@temenos.com.

By post at 2 Rue de L'Ecole-de-Chimie, 1205 Geneva, Switzerland.

4. Restrictions on your use of our website

- 4.1 Limited parts of our website are available to everyone but access to our full website and the Portal is limited to members only. Our website content includes but is not limited to information relating to online courses, training materials, examinations and events, but excludes content uploaded by you or a third party (our "Content").
- 4.2 Our website is intended for business to business use so that you can learn about our products and services, and can undertake training and examinations to earn accreditation on our products and services, in relation to your business activities.
- 4.3 You may only use our website for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of Content and laws relating to unsolicited commercial electronic messages.

- 4.4 In addition, you must not:
- 4.4.1 use our website to send or transmit, whether directly or indirectly, unsolicited or unauthorised advertising or promotional material, chain letters or pyramid selling schemes;
 - 4.4.2 use our website for mail bombing or flooding or to make deliberate attempts to overload a system;
 - 4.4.3 use our website to post content or link to content where you know that or ought to have known that the owner of that content has not consented to or authorised that posting or linking or where that posting or linking infringes the rights of that owner;
 - 4.4.4 knowingly or recklessly introduce to our website, or use our website to transmit, any viruses, trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, malware, adware or other materials which are malicious or harmful;
 - 4.4.5 attempt to gain unauthorised access to our website, the server, equipment or network on which our website is stored, any server, computer or database connected to our website or any software;
 - 4.4.6 use our website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information;
 - 4.4.7 use our website to monitor data or traffic on any network or system;
 - 4.4.8 use our website to collect or use information, including without limitation email addresses, screen names or other identifiers, by deceit (such as phishing, internet scamming, password robbery, spidering, scraping and harvesting);
 - 4.4.9 use our website to distribute software;
 - 4.4.10 carry out a denial-of-service attack or a distributed denial-of-service attack on our website or use our website to carry out any such attack on any other website;
 - 4.4.11 use our website for any purpose which does not comply with the content standards set out in **paragraph 9**, or to send, transmit, publish, upload, download, use, store, reproduce or knowingly receive any material that does not comply with the content standards set out in **paragraph 9**;
 - 4.4.12 use our website to groom, harm or take advantage of minors in any way or to attempt to do so; or
 - 4.4.13 use our website in violation of export laws, controls, regulations or sanction policies of the United States or any other country.
- 4.5 If you breach any term of these Terms of Use your right to use our website will immediately end. In addition we may take such other actions including, without limitation, legal action as we consider appropriate.
- 4.6 If you breach any term of these Terms of Use, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other information we consider necessary to relevant law enforcement authorities.
5. **Creating an account, passwords and security requirements**
- 5.1 You can access limited parts of our website without being a member of the Portal and these areas are provided for information only. You can request to become a member of the Portal and have access to our full website and Content, and if we accept your request, we will send you an invitation inviting you to complete certain details, for example, your name, email address, and login details to create an account. We reserve the right to decline your request to become a member of the Portal due to Economic Sanctions. We also reserve the sole right to decide if an application is accepted or not based on our reasonable interpretation of Economic Sanctions and the Temenos Sanctions Policy.

5.2 If you register an account on our website you must provide accurate and complete registration information and keep that information up to date at all times. We reserve the right to terminate and refund pro rata in the event an accepted applicant is later found to be or becomes subject to Economic Sanctions.

5.3 As some of our website is password protected, in order to use it you will need a user identification code, password and/or pre-selected answers to security questions in order to access it, as described in **paragraph 5.1**. It is your responsibility to keep this information secret and confidential and not to disclose it to any other person. User accounts cannot be sold, transferred or accessed by any other person. If you think that somebody else might know your user identification code, password and/or pre-selected answers to security questions then you must let us know by telephoning or emailing us using the contact details in **paragraph 3.2**.

5.4 Once you have provided the required information described in **paragraph 5.1**, you will be required to make a Subscription Fee payment, see **paragraph 6**.

5.5 We reserve the right to disable any user identification code, password and/or pre-selected answers to security questions at any time if, in our reasonable opinion: (i) you fail to comply with any of these Terms of Use, (ii) we consider that you are using our website to download Content or infringe in any manner the rights of another person, (iii) we consider that there may be a security risk, or (iv) you fail to pay the required Subscription Fee.

6. **Subscription fees**

6.1 We charge you an annual non-refundable subscription fee to become a member of the Portal ("**Subscription Fee**"). The Subscription Fee allows access to all areas of our website and Content which will be made available to the member immediately upon payment.

6.2 If you are an individual who would like to become member of the Portal, the Subscription Fee or any other applicable fees will need to be paid online via our welcome page before you can access our website. If you are a Temenos partner with more than one individual who would like to become members of the Portal, we are able to provide a separate invoicing process for you. If you would like to speak to us in relation to the invoicing option, please contact us at the details specified in **paragraph 3.2**.

Automatic renewal

6.3 Your annual subscription will automatically renew each year if you have selected to become a recurring member. In such a case, on or shortly before your subscription anniversary, we will contact you via the details stored within our website and inform you that your subscription is due for renewal and the amount due for the next Subscription Fee. We will automatically take payment using the same payment method as you used for the previous payment.

6.4 If you do not make the required payment by the due date, and you have not informed us of your intention to cancel your membership, we reserve the right to suspend access to your account until payment is made in full, or cancel your account entirely.

One-time subscription

6.5 If you are a one-time subscription only member, you will receive a reminder that your next Subscription Fee is due shortly before the payment due date. You will need to provide your payment details in order to make payment. If you do not make the required payment by the due date, **paragraph 6.4** will apply.

6.6 We reserve the right to review and increase our Subscription Fee or any other fees at our discretion and will notify you of any change via your details stored on our website. We may also develop the Portal and our website further, and in the future may choose to charge additional fees for access to additional Content or modules.

Payment

6.7 Failure to pay the Subscription Fees or the fees for any paid for products or services offered by Temenos via the Portal (the "Fees") will result in the termination of the applicable service or access to the applicable product. In addition, please be aware that if your membership of the Temenos Learning Community is not maintained, your certifications will no longer be valid. Please see additional details about the certification within the Training section of the portal.

6.8 Any price is exclusive of any sales taxes or value added taxes unless stated otherwise. Where it is agreed that the Fees shall be invoiced by Temenos, you shall provide all the necessary billing details to Temenos. All invoices shall be paid within ten working days of receipt of the invoice without offsets or deductions of any kind... If any fee which is due to Temenos under a valid issued invoice is not paid by the date such payment is due, you shall pay interest to Temenos on such unpaid amount calculated in accordance with Swiss law. Temenos reserves the right to suspend access to the Portal or to other applicable services in the event of the non-payment of a valid and due invoice.

6.9 Your purchase may be subject to foreign exchange fees or differences in prices based on location (eg exchange rates). We may also calculate taxes payable by you based on the billing information you provide to us at the time of purchase.

6.10 Our payment provider may store and continue billing your payment method (eg credit card) to avoid interruptions to your use of the Portal and to use to pay for other services or products you may buy.

7. **Our website and its Content**

7.1 We do not guarantee that access to our website, or the Content on it, will always be available or uninterrupted. Your access to the members-only areas is subject to the payment of the Subscription Fee. We may change or discontinue any of our website and Content. We don't promise to store or keep showing any information and content that you've posted. The Portal is not designed to be a storage service You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

7.2 We reserve the right to change our website and the Content on it, including without limitation by adding or removing Content or functionality, at any time. We have made reasonable efforts to maintain our Content but we cannot guarantee that all Content on our website is accurate, complete or up to date. We therefore make no warranties, representations, undertakings or guarantees that the Content on our website is accurate, complete or up to date. We make no warranties, representations, undertakings or guarantees that our website or any Content on it will be free from errors or omissions.

7.3 We make no warranties, representations, undertakings or guarantees that our website is secure or free from bugs or viruses. You are responsible for ensuring that the device from which you access our website has suitable anti-virus software in place.

8. **Content uploaded to our website by you or by other users**

8.1 If you upload content to our website you must comply with the content standards set out in **paragraph 9** in respect of that content.

8.2 You warrant to us that you own any content which you upload to our website or, if you are not the owner, that you have the right to upload it. You will continue to own any content which you upload to our website, but for so long as that content remains on our website you grant us a world-wide licence to use, store, copy, distribute, display and make available that content and to permit other users of our website to use and print it in accordance with our Terms of Use.

8.3 You will compensate us for any losses, liabilities, costs, expenses, claims or proceedings that we suffer or incur, or will suffer or incur, as a result of or in connection with any breach by you of your obligations or warranties in this **paragraph 8**. We are not responsible for, and make no warranties, representations, undertakings or guarantees in respect of, any content on our website which is uploaded by a user. Any view expressed by any user of our website is their view and not our view nor the view of our officers or employees. We reserve the right to remove any content that you have uploaded to our website at any time.

8.4 We also reserve the right to disclose your identity to any person who claims that any content you have uploaded to our website infringes their intellectual property rights or their right to privacy or is defamatory.

9. **Content standards**

9.1 Please remember that any content you upload to our website may be viewed by other users, so always think carefully before you submit any content.

9.2 Any content that you upload to our website must:

9.2.1 comply with all applicable laws;

9.2.2 be accurate (where it states facts); and

9.2.3 be genuinely held (where it states opinions).

9.3 You must not upload to our website any content which:

9.3.1 is defamatory, obscene, offensive, indecent, malicious, hateful or inflammatory;

9.3.2 is pornographic or sexually explicit;

9.3.3 exploits minors;

9.3.4 promotes violence or terrorism;

9.3.5 is discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;

9.3.6 infringes any copyright, database right, trade mark or other intellectual property right of any other person;

9.3.7 solicits or attempts to solicit passwords or personal identifying information for commercial or unlawful purposes from other users;

9.3.8 is fraudulent or likely to deceive any person;

9.3.9 is made in breach of any legal duty owed to anyone else, such as a contractual duty or a duty of confidence;

9.3.10 creates a risk to a person's health or safety or public health or safety;

9.3.11 promotes or constitutes illegal or unlawful activity;

9.3.12 promotes any political activity;

9.3.13 compromises national security;

9.3.14 interferes with an investigation by a law enforcement or regulatory authority;

9.3.15 is threatening or abusive or invades another person's privacy or causes annoyance, inconvenience or needless anxiety;

9.3.16 is likely to harass, upset, embarrass, alarm or annoy any other person;

9.3.17 impersonates any person or misrepresents your identity or affiliation with any person;

9.3.18 gives the impression it comes from us;

9.3.19 constitutes advertising material; or

9.3.20 advocates, promotes or assists any unlawful activity, including but not limited to copyright infringement or computer misuse.

10. **Report abuse**

If you find any content which other users have uploaded to our website offensive or if you feel it violates our Terms of Use, please contact us immediately at tlc@temenos.com.

11. **Interactive services, bulletin boards, forums, chat rooms and personal profiles ("Interactive Services")**

11.1 We are under no obligation to oversee, monitor or moderate any Interactive Services on our website, but to the extent we do, we reserve the right to remove any content which we deem inconsistent with **paragraph 9**.

11.2 Minors (those under 18 years of age) are not permitted to use our website or contribute to any Interactive Services.

11.3 We are not responsible for the conduct, whether online or offline, of any user of our website.

11.4 You must be aware of your own, and other people's security and confidentiality. You could be sent unwanted emails if you post your email address on an Interactive Service on our website or send it to other users, or receive unwanted telephone calls if you post your telephone number. You will also put your email account at risk of computer viruses once it is available online.

12. **Intellectual property rights**

12.1 We, or our licensors, own the copyright and all other intellectual property rights in our website and all Content on it other than content uploaded by or linked to by others. You acknowledge that the Temenos software products and associated training materials and related documentation are all confidential information ("**Confidential Information**") which contain highly confidential, secret and valuable information of Temenos and its affiliates. You agree that you shall not reproduce, sell, transfer, publish, disclose, display or otherwise make available to third parties the Confidential Information or any other proprietary information of Temenos and its affiliates.

12.2 You may view the Content on our website for your own learning and development. You do not have any rights to download, print, reproduce or otherwise distribute any of the Content on our website and you may not use the website or its Content for commercial purposes. You must not make any changes to any Content other than to content uploaded by you.

12.3 If you use, download, print, reproduce or distribute content from our website in breach of these Terms of Use your right to use our website will immediately end and you must return to us or destroy (at our option) all digital and paper copies of the content that you have made.

12.4 If you make any suggestions or provide feedback ("**Feedback**") to us (whether directly or via our website) in relation to our website, products or services, we shall own all rights in that Feedback and can, at our discretion, use that Feedback to develop, improve or enhance our website, products or services.

12.5 The brand names and trademarks used by Temenos including the brand "Temenos" and the globe logo are the intellectual property rights of Temenos and use of the website and its Content does not grant any license or right to use the brand names and trademarks of Temenos.

13. **Links from our website to other websites**

Our website may contain links to other websites from time to time. These links are provided for your convenience. We have no control over, and no responsibility or liability to you for, those other websites or their content.

14. **Links from other websites to our website**

14.1 You may create a link to our website from another website, but only if you comply with the following conditions:

14.1.1 you may only link to the homepage of our website. You must not create a link to any other page of our website (including your profile page), nor frame any page of our website;

14.1.2 you may only link to our website from a website which you own and which complies with the standards set out in **paragraph 9**; and

14.1.3 you must not suggest that we have any association with you or that we approve or endorse your website or any of your products or services unless we expressly agree that you can do so.

14.2 We reserve the right to require you to remove any link to our website at any time and without giving you prior notice.

15. **Online training courses and accreditation**

Members of the Portal can access online training courses and examinations in order to receive credits and work towards accreditations for certain products. Members are able to select the particular training path which they would like to follow. All examinations associated with that training path will be listed within the test tool application. If no training path is selected, the full list of examinations will be viewable by the member. Please be aware that there are conditions to the certifications, classroom courses and exams including that membership of the Temenos Learning Community must be maintained in order for certifications to remain valid.

16. **Our liability to you**

16.1 Nothing in these Terms of Use limits or excludes our liability to you for:

16.1.1 death or personal injury resulting from negligence;

16.1.2 fraud or fraudulent misrepresentation; or

16.1.3 any other matter for which we are not permitted by law to exclude or limit our liability.

16.2 Subject to **paragraph 16.1**, our total liability to you under these Terms of Use shall be limited to the Subscription Fee paid by you.

16.3 Subject to **paragraph 16.1**, we have no liability to you for any indirect or consequential loss.

16.4 As these Terms of Use govern your access and use of our website, all warranties, conditions and other terms relating to our website and/or its Content which would otherwise be implied by law (whether by statute, common law or otherwise) are excluded.

16.5 We will not be liable to you for any loss or damage arising out of or in connection with your use of (or inability to use) our website or your use of or reliance upon any Content on our website, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise.

17. **Applicable law**

These Terms of Use (and any non-contractual obligations arising out of or in connection with them) are governed by the law of Switzerland and the courts of Geneva have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).