



TERMS OF USE AND PRIVACY STATEMENT 5MILES PLATFORM

VERSION 1.1

1 APPLICABILITY AND ACCEPTANCE

- 1.1 By using the online learning programme of 5miles B.V. (“5miles”, “us” and its “5miles Learning Platform”), you as a user (“you”) agree to be bound by this Terms of Use and Privacy Statement (the “User Agreement”). Please review the User Agreement carefully before using the 5miles Learning Platform.

2 HOW THE 5MILES PLATFORM WORKS

- 2.1 You or your employer has subscribed (you) for the 5miles Learning Platform. If your employer subscribed you for the 5miles Learning Platform, subscription fees are billed to, and are due and payable by your employer. Further details are found in the subscription agreement you or your employer entered into with 5miles.
- 2.2 5miles or your employer has invited you to register on the registration page. You register by filling out your name, e-mail and company team. On the next page you will be asked to choose your unique password. Please make sure that it is strong. Note that in some circumstances, an employer has requested us to already insert your data (except password). If so, please check whether such data is correct.
- 2.3 After registration and after having received your consent to be bound by this User Agreement, you can log into the 5miles Learning Platform and will receive a daily e-mail containing an invitation to complete a daily learning challenge on the 5miles Learning Platform.
- 2.4 You can use your unique username and password to login to the 5miles Learning Platform to solve new challenges, review previous completed challenges and set certain personal options.
- 2.5 If your employer cancels your subscription because you are no longer in its employment, you will continue to receive challenges for another three months and you will continue to have access to the 5miles Learning Platform. After these three months you will only have access to the 5miles Learning Platform to review past challenges. Please let us know via info@5miles.nl if you do not want to receive further challenges and/or if you want us to close your user account.
- 2.6 An online help function is available on the 5miles Learning Platform. You can get in touch with 5miles directly by clicking the in-app communication button (the blue question mark button in the bottom right corner). For further information and/or questions, you are also always welcome to contact us via info@5miles.nl.

3 PRIVACY

- 3.1 5miles respects your privacy. We shall take the utmost care in protection your personal data. 5miles complies with applicable privacy legislation including the Dutch Data Protection Act (*Wet Bescherming Persoonsgegevens*) and the Dutch Telecommunications Act (*Telecommunicatiewet*). The responsible party for processing of personal data is 5miles B.V., with its corporate seat at Herengracht 504, 1017 CB, Amsterdam, registered in the Dutch Chamber of Commerce under number 63716542.

4 PROCESSING OF PERSONAL DATA

- 4.1 In performing its services, 5miles will store personal data. This occurs when you create an account, receive the daily challenges, login to the 5miles Learning Platform, solve the daily challenges, review past challenges and change your settings. Data stored are (user)name, company, team, e-mail, personal settings and performance on completed challenges.

- 4.2 Data are stored on (redundant) secure servers, which are only accessible via a secure SSL-connection. Data are only accessible by 5miles employees on a need to know basis. Password are encrypted so to avoid retrieval by third parties.
- 4.3 5miles uses your data to contact you, to keep track of completed challenges and to improve the services of 5miles and its learning materials. 5miles will never share or transmit your personal data to third parties without your prior consent.
- 4.4 We believe everyone should be able to learn in a safe environment. Therefore, your individual results will not be shared with anyone. However, we do share with your employer that you registered for 5miles and whether you are actively participating or not and we do share with your employer aggregated team performance.
- 4.5 5miles is allowed to use information about you that is not protected by the Dutch Data Protection Act (*Wet Bescherming Persoonsgegevens*) or other applicable privacy legislation, for analysis and commercial objectives, including anonymised data regarding performance and results of assignments performed by you.

5 E-MAILS AND IN-APP COMMUNICATION

- 5.1 When you have registered yourself with 5miles, you will receive automatically generated mails such as a registration confirmation, challenges, reminders, feature updates and training material updates.

6 ACCESS, RECTIFICATION AND REMOVAL OF YOUR PERSONAL DATA

- 6.1 You may request to have access to your personal data that we have stored. If the information is incorrect, we shall rectify it upon your request. Such requests for access, rectification or erasure can be sent to info@5miles.nl. Any other questions regarding the handling of your personal data can be sent to the same address.
- 6.2 We will erase your (user)name, company, team, e-mail and personal settings within one week if you notify us with a request to close your user account (via info@5miles.nl). We will in any event not keep your personal data any longer than reasonably necessary.

7 USE OF COOKIES

- 7.1 The 5miles Learning Platform uses cookies.
- 7.2 You can delete cookies via your browser or you can change your settings on your computer so that no cookies will be placed on your computer. This may reduce your user experience – certain parts of the 5miles Learning Platform may not be accessible as a result.
- 7.3 5miles uses functional cookies such as session or login cookies to track session or login information and cookies for web analysis services (such as Google Analytics). Through these cookies, 5miles gather statistics regarding traffic, popularity of webpages, exit pages, browser information, duration of visit and other browsing behaviour. This enables 5miles to provide you with a better user experience.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All trademark rights, copyright, database rights and any other intellectual property rights of any nature vesting in the 5miles Learning Platform including its content together with the underlying software code are exclusively owned by 5miles and/or its group of companies.
- 8.2 You will not, nor allow third parties on your behalf to (i) attempt to copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the 5miles Learning Platform and its content; or (ii) create derivative works of the 5miles Learning Platform and its content of any kind whatsoever.

9 LIMITATION OF LIABILITY

- 9.1 You acknowledge that 5miles is in no event liable for any damages arising out of your use of the 5miles Learning Platform unless such damages are the result of fraud or gross negligence attributable to 5miles.

10 MISCELLANEOUS

- 10.1 The User Agreement is exclusively governed by the laws of The Netherlands. Any disputes or claims arising out of or related to your use of the 5miles Learning Platform and this User Agreement shall exclusively be submitted to the competent court in Amsterdam.
- 10.2 If any provision of this User Agreement shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The provision shall be deemed replaced by a provision that most closely resembles the original intention of unlawful, void or unenforceable provision.
- 10.3 5miles reserves the right to amend this User Agreement. We advise you regularly re-read the (most current) User Agreement. We will notify you of any amendments and will ask for your consent to be bound by the amended User Agreement. Should you not agree with the amendments, you naturally may decide to no longer make use of the 5miles Learning Platform. Please let us know via info@5miles.nl.