Terms and Conditions OT-Secure B.V.

1. Introduction

These Terms and Conditions ("Agreement") govern the use of the IT/OT Maturity Assessment services (the "Service") provided by OT-Secure B.V., located in Den Dolder, the Netherlands (hereafter referred to as "OT-Secure," "we," or "us"). By using the Service, you ("the User") agree to be bound by these terms without limitation or qualification. If you do not agree to these terms, you are not authorized to use the Service.

2. Definitions

- Service: the IT/OT Maturity Assessment provided by OT-Secure.
- User: any company or individual that registers for and uses the Service.
- Account: the user profile required to access the Service.
- Deliverables: any reports, recommendations, or other outputs generated by the Service.

3. Account Registration and Usage

The User must register for an Account to access the Service. The User agrees to provide accurate, current, and complete information and is responsible for maintaining the confidentiality of their account credentials. The User accepts responsibility for all activities conducted under their Account.

4. Intellectual Property

All content related to the Service, including but not limited to methodologies, frameworks, assessments, reports, software (including source code, backend systems, algorithms, database structures, and user interfaces), logos, and branding elements, remain the exclusive intellectual property of OT-Secure B.V.

The User is granted a non-exclusive, non-transferable, and limited right to use the Service and deliverables solely for its own internal business purposes during the term of its subscription.

The User is not permitted to:

- Reproduce, distribute, or disclose the Service, software, or Deliverables to third parties without prior written consent of OT-Secure;
- Copy, modify, reverse engineer, decompile, or otherwise attempt to derive the source code or structure of the Service or backend systems;
- Create derivative works based on the Service, methodologies, software, or Deliverables;
- Use the Service or Deliverables for commercial exploitation, resale, sublicensing, or incorporation into another product or service.

All intellectual property rights not expressly granted to the User remain reserved by OT-Secure.

5. Subscription Plans and Payment

OT-Secure offers various subscription models for the IT/OT Maturity Assessment.

- The User agrees to pay the fees associated with the selected subscription plan.
- Payments are due monthly, annually, or as otherwise agreed in the subscription agreement.

- All fees are quoted exclusive of VAT.
- Failure to make timely payments may result in suspension or termination of access to the Service.

6. Travel and Expenses

Unless otherwise agreed in writing, all subscription and service fees are all-in and exclusive of VAT, but do not include travel expenses.

- For travel within the EU, a minimum of 4 hours of travel time will be charged in addition to actual travel costs.
- For travel outside the EU, a minimum of 4 hours of travel time will be charged in addition to actual travel costs.
- For flights with a duration longer than >8 hours, business class travel is the standard.
- If travel requires crossing multiple time zones, travel hours may be charged as working hours.

All travel and related costs will be invoiced separately unless otherwise agreed.

7. Confidentiality

All information and materials provided by OT-Secure, including reports and recommendations, are confidential. The User agrees not to share, disclose, or distribute such information without the express written consent of OT-Secure.

8. Data Protection and Privacy

OT-Secure complies with all applicable European data protection regulations, including the GDPR. Personal and company data collected through the Service will be used solely for the provision of the Service. For additional details, please refer to our Privacy Policy.

9. Limitation of Liability

OT-Secure is not liable for any direct, indirect, incidental, or consequential damages arising out of or related to the use or inability to use the Service, including but not limited to, loss of profits, data, or business opportunities.

10. Termination of Agreement

OT-Secure reserves the right to suspend or terminate the User's access to the Service at any time, with or without cause. The User may also terminate this Agreement and cancel their Account by contacting OT-Secure at sales@ot-secure.nl.

11. Modifications to the Terms

OT-Secure reserves the right to modify these Terms and Conditions at any time. The User's continued use of the Service after any modifications will constitute acceptance of the updated terms.

12. Governing Law

This Agreement is governed by and construed in accordance with Dutch law. Any disputes arising under this Agreement will be subject to the jurisdiction of the competent courts in the Netherlands.