

# Terms And Conditions

The services that Innovation Value Institute ("IVI") provides to you are subject to the following Terms of Use ("TOU"). IVI reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. Any use of this web-site ("Site") or use of the services provided by IVI through your use of this Site ("Services") shall be construed to be your agreement to these terms.

As part of your use of this Site and in order to make use of the Services you will be asked to answer certain questions and to submit certain information ("Submission"). Your Submission provided to IVI (including, but not limited to, maturity assessment scores, general comments, feedback and suggestions) will be governed by these TOU.

## ***PRIVACY AND PROTECTION OF PERSONAL INFORMATION:***

Below is IVI's Privacy Statement relating to its collection and use of personal information in connection with the Site and the Services.

### **1.1. Collecting Your Personal Information**

The personal information IVI requests may include your name and business email address. The Site may collect certain information about your visit to the Site, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our Site. This information is used for the operation and improvement of the Site.

### **1.2. Use of Your Personal Information**

The personal information collected on this Site will be used by IVI to operate the Site and to provide the Services. IVI will not disclose any personally identifiable information (company and personal) contained in your Submission to any other party outside of your organisation except (a) in an aggregate and anonymous format for the purpose of benchmarking only; or (b) in accordance with section 1.3 below. If IVI wishes to publish your personal name or company name in connection with your Submission, IVI will first seek your written permission to do so. IVI may use your personal information to provide you with more effective customer service and to improve the Site and Services, and to make the Site easier to use by eliminating the need for you to repeatedly enter the same information or by customising the Site to your particular preference or interests. We may use your personal information to provide you with important information about the Services that you are using, including critical updates and notifications. IVI intend to hold this information for a maximum period of 2 years after the date of submission .

### **1.3. Sharing of Your Personal Information**

IVI occasionally uses other companies to provide limited services on our behalf, such as Web site hosting, packaging, mailing and answering customer questions about Services, and sending information about our Services. We will only provide those companies the personal information they need to deliver the Service. They are required to maintain the confidentiality of the information and are prohibited from using that information for any other purpose. IVI may disclose personal information if required to do so by law or in the good faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on IVI or the Site; (b) protect and defend the rights or property of IVI Web sites; or (c) act in urgent circumstances to protect the personal safety of IVI employees or agents, users of IVI products or services, or members of the public.

### **1.4. Accessing Your Personal Information**

You have the right, subject to certain exceptions, to obtain a copy of any personal information which we hold relating to you and to have any inaccuracies in the information corrected.

### **1.5. Cookies**

A cookie is a string of information that a web-site stores on a visitor's computer. We use temporary 'session cookies' to facilitate usage of the Site and to ensure that visitors to the Site are not repeatedly required to log on when they enter different sections of the Site. Visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using our Site, with the drawback that certain features of the Site may not function properly without the aid of cookies. Please note that by accessing and using our Site without changing your browser's cookie settings, you are hereby consenting to our use of such cookies.

## **2. OWNERSHIP AND USE OF SUBMISSIONS:**

IVI does not claim ownership of the materials you provide to IVI (including, but not limited to, maturity assessment scores, general comments, feedback and suggestions). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission, you are granting IVI, its member companies and necessary sub-licensees permission to use your Submission or any part thereof in connection with the provision of the Services to you.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions and they may be used by IVI as described in these TOU.

## **3. PERSONAL AND NON-COMMERCIAL USE LIMITATION.**



Unless otherwise specified, the Services are for your personal, internal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

#### **4. SINGLE COPY SERVICE LICENSE:**

The Service is copyrighted and protected by law and international treaty. You may use the Service through a Web browser for your personal, non-commercial internal use only, unless specifically licensed to do otherwise by IVI. This is a license, not a transfer of title, and you may not, nor permit anyone else to, (a) modify the Service or use it for any commercial purpose or public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble, modify, or create derivative works based on the Service or the documentation in whole or in part; (c) remove any copyright or other Innovation Value Institute proprietary notices; or (d) transfer the Service to another person. You agree to prevent any copying of the Service however so received whether, including but not limited to, installed, downloaded or received as a hard copy. You acknowledge that Innovation Value Institute may from time to time issue upgraded versions of the Service, and may automatically electronically upgrade the version of the Service that you are using. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement, as may be amended from time to time by notices posted on this website will apply to all such upgraded versions.

#### **5. OWNERSHIP:**

The Service is copyrighted proprietary material of Innovation Value Institute and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without Innovation Value Institute's prior written permission. Except as expressly provided herein, Innovation Value Institute and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information of Innovation Value Institute or its suppliers.

#### **6. TERMINATION OF THIS LICENSE:**

Innovation Value Institute may terminate these TOU and license at any time if you are in breach of any of the terms and conditions contained herein. Upon such termination you must and agree to immediately destroy all copies of the Service.

## **7. USE OF THE SERVICE:**

The Service is a web based application designed to enable users to calculate an estimated IT capability maturity that relies upon the accuracy and completeness of your Submission. There are many factors that can significantly influence the actual results, and Innovation Value Institute offers no guarantees or warranties except as expressly provided herein regarding the actual results and actions taken based on those results.

The Service is an interactive Service that uses the information that you supply to provide an estimate of your IT capability maturity or readiness. The general accuracy of the estimate generated by the Service will depend on how closely the variables chosen by you match your actual circumstances. The results generated or scenarios described in the Service are estimates and should only be used as a guide to evaluate your IT capability maturity, readiness and assessed business value. The Innovation Value Institute (IVI) does not warrant that this Service will be error-free, or free of viruses, defects or other harmful components. You agree that your use of the Service is at your sole risk. This applies regardless of whether the Service is used alone or with other services.

The Service is provided on a reasonable efforts basis only, and to the extent permitted by applicable law, the Service is provided "AS IS" without warranty of any kind including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, or non-infringement. To the extent permitted by applicable law, in no event will IVI be liable for any loss or damage, direct or indirect, from the use of this document including, without limitation, lost profits, business interruption, consequential or special loss or damage, loss of goodwill or lost or corrupted data, even if IVI is expressly advised of the possibility of such damages. In making use of the Service and any information obtained from the Service you agree you are solely responsible for the implementation of any ideas, procedures or methods expressed herein. You agree you are sufficiently knowledgeable to assess and satisfy yourself as to the suitability of the information for the purposes to which you are putting it and that the information in large part is dependent on the correctness of the data provided to us by yourself.

## **8. THIRD PARTY CONTENT:**

This Service may contain user or third party submitted content; such content is not reviewed, approved or endorsed by IVI and is provided solely as a convenience to our customers and users. Under no circumstances will IVI be liable in any way for any third party submitted or provided content, including, but not limited to, any errors or omissions, or damages of any kind. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MATERIALS IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. By your use you agree that you must evaluate, and bear all risks associated with, the use of any third party content, including any reliance on the accuracy, completeness, or usefulness of such content.



## **9. AMENDMENTS:**

IVI may amend these terms and conditions at any time by a notice on its web site, which shall be binding upon you; accordingly, we urge you to visit the IVI web site periodically to review the then current and effective terms and conditions for use of the Service. You may not revise or amend these terms and conditions without the prior written authorisation of an officer of IVI. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located within the IVI web site.

## **10. GOVERNING LAW:**

These terms and conditions shall be governed by and construed in accordance with the laws of Ireland and you hereby submit to the exclusive jurisdiction of the Irish Courts.

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