

General Terms and Conditions of OT-secure B.V. IT/OT Maturity Assessment

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INTRODUCTION

The website www.ot-secure.nl (the “Website”) and the associated IT/OT Maturity Assessment services (the “Service”) are managed by OT-secure B.V., located at Veldmaarschalk Montgomeryweg 44, 3769 BJ Soesterberg, Netherlands. OT-secure B.V. offers an automated IT/OT Maturity Assessment through this website. Access to and use of these services are subject to the terms and conditions described below (the “Agreement”). By using the website and/or the Service, you agree to this Agreement. If you do not agree to these terms, you are not permitted to use the Service.

AMENDMENTS TO THE AGREEMENT

OT-secure reserves the right to modify this Agreement at any time. We will inform you of changes via the website or an email notification sent to the provided email address. Continued use of the Service after a modification constitutes acceptance of the updated terms.

ACCOUNT CREATION AND VERIFICATION

To access the IT/OT Maturity Assessment service, you must create an account. During registration, you must provide accurate and complete information. You are responsible for the accuracy of the information provided and the security of your login details. Any damage resulting from unauthorized use of your account is your responsibility.

USE OF THE SERVICE

The IT/OT Maturity Assessment is exclusively available to business clients. By using the Service, you declare that:

- You are at least 18 years old and legally authorized to agree to this Agreement on behalf of your organization.
- You have all necessary authorizations and permissions to use this Service on behalf of your organization.

INTELLECTUAL PROPERTY AND USER LICENSE

All content on the Website and within the IT/OT Maturity Assessment, including reports, charts, text, images, and software, is owned by OT-secure or its licensors and is protected by copyright and other intellectual property rights. Without prior written consent from OT-secure, it is not permitted to reproduce, distribute, or publicly disclose any content from the Service.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All data, methodologies, and reports generated from the IT/OT Maturity Assessment remain the property of OT-secure. You are granted a usage license for your internal business operations, but dissemination or public disclosure of these results without written permission from OT-secure is prohibited. Violation of this provision may result in legal action.

PROTECTION OF INTELLECTUAL PROPERTY

User agreements will include clauses to protect intellectual property rights, including but not limited to copyrights, trademarks, and methodologies used in the IT/OT Maturity Assessment. You may only use the assessment content in accordance with the licensing terms provided to you.

PRIVACY AND DATA PROTECTION

OT-secure respects your privacy and processes your data in accordance with the General Data Protection Regulation (GDPR) and other relevant EU legislation. All data provided by you is processed in compliance with our privacy policy, which is available on our website. By using the Service, you agree to this data processing.

LIMITATION OF LIABILITY

OT-secure is not liable for any direct or indirect damage resulting from the use of the IT/OT Maturity Assessment unless there is intentional misconduct or gross negligence by OT-secure. Our liability is limited to the amount you paid for the Service.

SUSPENSION AND TERMINATION OF THE SERVICE

OT-secure reserves the right to suspend or terminate your access to the Service if you violate these terms. This may occur without prior notice. You remain responsible for all costs incurred up to the termination of your account.

APPLICABLE LAW AND DISPUTES

This Agreement is governed by Dutch law. Disputes arising from or related to this Agreement will be submitted to the competent court in the Netherlands.