

These Terms of Service ("Terms") govern your access to and use of the Axon Product Whitelisting System ("Axon"), developed by Whitehill Group ("Whitehill" or "we"), a software system designed to provide a product marketplace and product licencing services. By accessing or using Axon, you agree to be bound by these Terms. If you do not agree with these Terms, you should not access or use Axon.

1. Use of Axon

1.1 Access and Use: Axon is provided for the sole purpose of assisting users in managing and maintaining product whitelisting services. You may access and use Axon subject to these Terms and any applicable laws and regulations.

1.2 Registration: To access and use Axon, you may be required to create an account. You agree to provide accurate and complete information during the registration process and to keep your account credentials secure. You are responsible for all activities that occur under your account.

1.3 Authorized Users: You may only use Axon if you have the authority to enter into a binding agreement with Whitehill on behalf of yourself or the entity you represent. By using Axon, you represent and warrant that you have such authority.

1.4 Compliance: You agree to comply with all applicable laws and regulations while using Axon. You are solely responsible for ensuring that your use of Axon does not violate any laws or regulations.

2. Intellectual Property

2.1 Ownership: Whitehill retains all rights, title, and interest in and to Axon, including any intellectual property rights. These Terms do not grant you any right or license to use Whitehill's trademarks, logos, or other proprietary information.

2.2 Restrictions: You shall not copy, modify, distribute, reverse engineer, or create derivative works of Axon or any part thereof, unless expressly authorized by Whitehill in writing.

3. Privacy

3.1 Data Collection: Whitehill may collect and process certain personal data in connection with your use of Axon. The collection and processing of personal data are subject to Whitehill's Privacy Policy, which can be found at <https://cdn.whitehill.group/docs/PrivacyPolicy.pdf>.

3.2 Consent: By using Axon, you consent to the collection, processing, and storage of your personal data as described in the Privacy Policy.

4. Limitation of Liability

4.1 Disclaimer: Axon is provided "as is" without any warranties or representations of any kind, whether express or implied. Whitehill disclaims all warranties, including,

but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.2 Limitation of Liability: To the maximum extent permitted by applicable law, Whitehill shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of Axon, even if Whitehill has been advised of the possibility of such damages.

5. Indemnification

You agree to indemnify, defend, and hold harmless Whitehill and its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with your use of Axon or any violation of these Terms.

6. Termination

6.1 Termination by You: You may terminate these Terms by ceasing to use Axon.

6.2 Termination by Whitehill: Whitehill may, in its sole discretion, suspend or terminate your access to Axon at any time and for any reason without prior notice.

6.3 Effect of Termination: Upon termination, all rights and licenses granted to you under these Terms will immediately cease, and you shall no longer have access to Axon. Sections 2, 4, 5, and 7 shall survive the termination of these Terms.

7. General Provisions

7.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

7.2 Entire Agreement: These Terms constitute the entire agreement between you and Whitehill regarding the subject matter hereof and supersede any prior or contemporaneous agreements, communications, or understandings, whether oral or written.

7.3 Modifications: Whitehill reserves the right to modify these Terms at any time by providing notice on Axon or by other means. Your continued use of Axon following the posting of any changes constitutes your acceptance of such changes.

7.4 Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

7.5 Waiver: The failure of Whitehill to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Whitehill in writing.

If you have any questions or concerns regarding these Terms, please contact us at support@whitehill.group

By using Axon, you acknowledge that you have read, understood, and agreed to be bound by these Terms.