

## KPMG Central Terms of Use

## **KPMG Central Terms of Use**

1. Use of KPMG Central and its contents is limited to the purpose for which it has been established. You may use KPMG Central only on behalf of the organization for or with whom you are working which has, under agreement with KPMG, been permitted to designate you as an authorized user of KPMG Central. You may not use KPMG Central for your own personal or private commercial purposes.

## 2. You must not:

- except as expressly permitted by these Terms of Use, permit any third party to access or use KPMG Central (which includes not disclosing or sharing your user name or password or security token with any other person) or use it on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);
- copy, translate, modify, adapt or create derivative works from KPMG Central;
- create Internet "links" to the Service or "frame" or "mirror" any KPMG Central content on any other server or wireless or Internet-based device;
- attempt to discover or gain access to the source code for KPMG Central or reverse engineer, modify, decrypt, extract, disassemble or decompile the software it employs;
- attempt to interfere with the proper working of KPMG Central and, in particular, must not attempt to circumvent security, license control or other protection mechanisms, or tamper with, hack into or otherwise disrupt KPMG Central or any associated website, computer system, server, router or any other internetconnected device;
- obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, KPMG Central; or
- use KPMG Central to upload, store, post, email, transmit or otherwise make available any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any



contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), or that does not comply with all applicable laws and regulations ("Prohibited Content"),

- And shall not permit any other authorized user or other third party to do any of the foregoing.
- 3. You acknowledge that all intellectual property rights in KPMG Central are owned by KPMG or its licensors. You acknowledge that you acquire no right or interest of any kind in or to KPMG Central.
- 4. You agree to comply with all KPMG security, technology and risk management policies, rules, and guidelines relating to the use of KPMG Central. If you do not agree to new or changed policies, then you may no longer access or use KPMG Central and must immediately cease to do so.
- 5. You acknowledge that you are responsible for all content that you post on KPMG Central and, by doing so, you represent to KPMG that you are lawfully entitled to do so.
- **6.** You acknowledge that KPMG may disclose any and all content on KPMG Central to the extent required to do so by applicable laws, legal process or regulatory authority.
- You acknowledge that content posted on KPMG Central may be confidential and you agree to respect the confidentiality of such content.
- 8. You acknowledge that access to KPMG Central may be suspended, limited, denied or disabled at any time and that content posted on KPMG Central may not be recoverable. You are responsible for ensuring that you retain copies of all content posted by you.
- 9. KPMG reserves the right to terminate your access to KPMG Central for any reason, including in the event KPMG becomes aware of any unauthorized use of KPMG Central or any breach of these Terms of Use by you.

