

Practitioner Agreement for Cognitive Edge Accredited Practitioners

Welcome to the Accredited Practitioner Agreement for Cognitive Edge Pte Ltd. In order to become and remain a Cognitive Edge Accredited Practitioner, you must:

- Complete an approved Accreditation course – these are advertised on the site;
- Read and accept all of the terms and conditions of this agreement and the Privacy Policy; and
- Respect client confidentiality, by not publicly sharing information that you do not have the right to disclose under any law or under contractual relationships (such as confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

In the event of any inconsistency between the Cognitive Edge Privacy Policy and this Practitioner Agreement, the Practitioner Agreement shall control. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. If you do not agree to be bound by the terms of this Agreement, you may not consider or represent yourself as a Cognitive Edge Accredited Practitioner.

We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this website. Your continued use of the Cognitive Edge service (in maintaining your profile page on the site, representing yourself publicly as an Accredited Practitioner, or use of other services offered through the site) indicates your acceptance of the amended Practitioner Agreement.

Description of service provided through this site

The Cognitive Edge Network is a widely dispersed, cohesive Network of experienced professionals in private and public sector organisations from diverse disciplines with deep-rooted experience in both business and science. It includes academics and practitioners, in house and commercial consultants. This site provides an online service to enable both Network members and non-members to connect with the members of the Network more effectively.

Publication of information on your practitioner page

As an Accredited Practitioner, it remains your responsibility to maintain the information displayed on your practitioner page. Cognitive Edge will not be liable for any errors or omissions in any content displayed on your page.

If you would like to showcase a project you have run as a Case Study on the Cognitive Edge site, then you must register that project within seven days of the contract being signed. Cognitive Edge reserves the right to audit the project by speaking directly to the client.

Brand and use of Cognitive Edge methods

You agree to only use the Cognitive Edge brand for methods that are distributed on the site and not for any modification of those methods, or integration of those

methods with other approaches. In the context of experimentation with the intent to share the results with the Network for the improvement of the methods, variations are welcome, but these variations cannot be branded until approved and published on the site. A process will be in place shortly to review proposed changes to methods through a wiki, led by the most experienced practitioners in the method.

You agree to advise all clients that the Cognitive Edge web site provides a means to validate that methods are being used properly and to validate the name and experience of all practitioners.

Security of passwords and account is your responsibility

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account with or without your knowledge. Please immediately notify Cognitive Edge of any unauthorized use of your password or account or any other breach of security. Cognitive Edge cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Termination

You agree that Cognitive Edge may, with or without cause, immediately terminate your Cognitive Edge account and access to the Cognitive Edge site without prior notice. Without limiting the foregoing, the following will lead to a termination by Cognitive Edge of a user's use of the Cognitive Edge site (a) breaches or violations of this Practitioner Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) unexpected technical issues or problems, and (e) extended periods of inactivity. Furthermore, you agree that all terminations shall be made in Cognitive Edge's sole discretion and that Cognitive Edge shall not be liable to you nor any third-party for any termination of your account or access to the Cognitive Edge site.

Practitioner Conduct

You understand and agree not to use the Cognitive Edge site to:

- Post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
- Use the Cognitive Edge site for any illegal purpose, including but not limited to conspiring to violate laws.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Cognitive Edge site.
- Interfere with or disrupt the Cognitive Edge site or servers or networks connected to the Cognitive Edge Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Cognitive Edge site.

International Use

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Information Provided on this Website

In the course of using the Cognitive Edge site, you may provide information about yourself which is visible to other users. You understand that by posting materials on the Cognitive Edge website or otherwise providing materials to Cognitive Edge, you are granting to Cognitive Edge Pte Ltd a royalty-free, perpetual, irrevocable license to use this information in the course of offering the Cognitive Edge Directory of Practitioners service through this site. Furthermore, you understand that Cognitive Edge retains the right to reformat, excerpt, or translate any materials submitted by you.

Cognitive Edge Communications

In the course of providing you services, Cognitive Edge may need to communicate with you via email (see our Privacy Policy to learn more about communications). You agree to receive emails that are necessary for the normal functioning of the Cognitive Edge Network.

Fees

Signing up for a basic Cognitive Edge practitioner profile is free for those people who have undertaken an approved Accreditation course. Cognitive Edge reserves the right to charge for the Cognitive Edge site or any portion thereof, modify the pricing of, add to, or discontinue the Cognitive Edge site or any portion thereof without prior notice.

Indemnification

By accepting this Practitioner Agreement, you agree to indemnify Cognitive Edge Pte Ltd, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) your use of the Cognitive Edge site; ii) unauthorized access to or alteration of your communications with or through the Cognitive Edge site, or iii) any other matter relating to the Cognitive Edge site.

Limitation of Liability

You expressly understand and agree that Cognitive Edge shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Cognitive Edge has been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will Cognitive Edge's total cumulative damages exceed USD100.

Governing Law

The Practitioner Agreement between you and Cognitive Edge Pte Ltd will be governed by and construed in accordance with the laws of the Nation of Singapore without regard to conflict of laws principles.

General Information

Cognitive Edge, the Cognitive Edge logo, and other Cognitive Edge logos and names are trademarks of Cognitive Edge Pte Ltd. You agree not to display or use these trademarks in any manner without Cognitive Edge's prior, written permission.

Please send any questions or comments, or report violations of the Practitioner Agreement to: welcome@cognitive.edge.com