



Terms of Use

– hereinafter referred to as the "Agreement"–

Please read the following Terms carefully regarding the use of the BearingPoint “Cultural Maturity Assessment” Tool.

If you do not agree with the Terms, you may not use the BearingPoint “Cultural Maturity Assessment” Tool

Your access to and use of the Platform and Content is governed by the terms and conditions of this Agreement and [BearingPoint Privacy and Cookie Statement](#), as may be updated from time to time.

Definitions

“BearingPoint” refers to BearingPoint GmbH and all its officers, directors, employees, contractors and agents. To the extent applicable, they also refer to BearingPoint affiliates, service providers and licensors, and their respective officers, directors, employees, contractors and agents.

“Content” refers to any and all information, text, photos and other content provided or made available by BearingPoint on or through the Platform.

“Material” refers to any and all input information (including but not limited to text, information, questions or feedback, etc.) User submits into the Platform.

“Platform” refers, collectively, to any and all Websites and Content made available to the Users by BearingPoint, regarding the Agile Check Tool, including any related services and promotions, and any software and technology used to provide any of the foregoing.

“Users” or “you” means any and all persons and companies that access or use the Platform. References to "access" and/or "use" of the Platform (and any variations thereof) include the acts of accessing or browsing the Platform or entering Materials thereto and accessing or using the Content.

“Website” refers to the website owned or operated by BearingPoint <http://becrm.bearingpoint.com/cn/aag1u/cmatg>. References to the "Website" include any and all features, functionality, tools and content available on or through each such website.

1. Service

- 1) The Platform enables Users to provide answers to questions about the status of the corporate culture of their organization or company and receive an automated rating regarding their cultural maturity status.
- 2) The Platform includes an assessment tool to rate the cultural maturity status of Users organization or company. Based on the given answers differing points will be assigned to the individual questions to reflect their cultural maturity levels. The points will be summarized at the end and according to the total score of User, 4 levels can be determined in the form of text and image. The final rating contains an indication of the status, a general recommendation for action and a practical example.
- 3) The Platform may be used at its full functionality and free of charge following data registration and acceptance of this Agreement. Full functionality enables the User to receive the results via E-mail. Without data registration and acceptance of this Agreement, the User cannot see the rating and results of his assessment.
- 4) User receives the non-exclusive right to use the Platform pursuant to the terms of this Agreement, for the sole purpose of enabling the User to use the Content as provided by BearingPoint in a manner permitted by this Agreement. The User shall not be entitled use the Platform for any other purpose, in particular but not limited to any business or commercial uses. User shall not be entitled to grant any third party access to the Platform.
- 5) The Platform operates in German and English language. In addition, it may be available in further languages as determined by BearingPoint.
- 6) BearingPoint does not provide any support services. However, BearingPoint may give access to updates which shall be subject to the terms of this Agreement.
- 7) BearingPoint reserves the right, at its sole discretion, to modify or discontinue offering the Platform and/or Content, in whole or in part, including any Website, or any features, functionality, tools or Content thereof, at any time, for any reason or no reason, with or without notice to the Users.
- 8) The assessment rating does not represent an advice of BearingPoint and it cannot be considered as conclusive. A comprehensive assessment by BearingPoint would be necessary to be able to conclude with advice.
- 9) User acknowledges and agrees that BearingPoint makes no representation as to the utility of its recommendation or that the use of such recommendations will meet User's particular business purpose or requirements. User shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations.

2. User Registration

- 1) User agrees to provide complete, accurate and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete, accurate and up-to-date.
- 2) User acknowledges and agrees that User will be solely responsible for any activities or actions on or through the Platform. BearingPoint cannot and will not be liable for any loss or damage arising from Users failure to comply with the requirements hereof.

- 3) User may not register:
 - a) if User is not able to form legally binding contracts (for example, Users who are under the age of 18);
 - b) on behalf of another person.
- 4) Deletion of the User Registration is done according to the Privacy Statement to be found under <https://www.bearingpoint.com/en-gb/privacy-statement/> or by contacting privacy@bearingpoint.com.
- 5) After registration or completion of the contact form, User grants BearingPoint permission to contact User via Email.

3. *Intellectual Property*

- 1) BearingPoint reserves all of their rights, titles and interests in any and all copyrights, trademark rights, patent rights and other intellectual property rights in and to the Platform and its Content and any improvements and derivative works thereto.
- 2) No rights are granted to User under this Agreement other than expressly set forth herein. User must not remove any copyright, trademark or patent notices.
- 3) By participating in this Self Assessment platform, User grants BearingPoint to any and all Materials an irrevocable, perpetual, royalty-free, non-exclusive right to use, duplicate and prepare derivative works. BearingPoint may use the Materials for evaluation purposes, studies and marketing communications.

4. *User Obligations*

Any use of the Platform for illegal purposes is prohibited.

User shall not in any manner:

- 1) Distribute, use or make copies of, or otherwise duplicate any Content contained on our Platform. Make the Platform, or any Content contained in the Platform, available to any third party.
- 2) Sell, loan, rent, lease, re-license, sublicense, transmit, distribute, re-distribute, or timeshare the Platform, or create any Internet “link” to the Platform, or “frame” or “mirror” the Content on or accessible from the Platform on any other Internet based device.
- 3) Cause or permit reverse engineering, disassembly, decompilation of, or any other attempt to derive any software compromising or available through the Platform, except to the extent permitted by law.
- 4) Remove, alter, amend, or otherwise tamper with any titles, trademarks, copyrights, restricted rights notices, or other proprietary rights legend.
- 5) Transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, and others.
- 6) Interfere with or disrupt servers or networks connected to the Platform, Website or databases.

5. *Confidentiality*

User shall handle the Platform or information related to the Platform (e.g. documentation) as well as the provisions of this Agreement on a strictly confidential basis. User is obliged to

take all reasonable measures in order to prevent the disclosure of the Platform and unauthorized access to the Platform by third parties.

6. *Amended Terms*

BearingPoint reserves the right, at its sole discretion, to amend the Terms of Use, at any time and without prior notice. By continuing to use the Platform or Content after BearingPoint have posted an updated version of this Agreement or otherwise notified the User of an update, User agrees to be bound by the amended Agreement. If the amended terms of the Agreement are not acceptable to the User, Users only recourse is to stop using the Platform.

7. *Termination*

This Agreement may be terminated by either Party with immediate effect. User may cease to use the Platform at any time and delete its registration, as described under section 2.4. Users failure to comply with this Agreement may result in the suspension or termination of the User Registration and/or access to the Platform.

8. *Liability for Damages*

BearingPoint shall be liable for damages in accordance with the following provisions:

- 1) BearingPoint shall be liable for (i) intent, (ii) gross negligence (“grobe Fahrlässigkeit”), (iii) injury to life, body or health in accordance with the applicable statutory provisions.
- 2) In cases of slight negligence (“leichte Fahrlässigkeit”) of BearingPoint, BearingPoint shall only be liable for the breach of a material contractual obligation, provided that any such liability shall be limited to the damage which was typical and foreseeable at the time the contract was concluded. There shall be no liability of BearingPoint in all other cases of slight negligence.

9. *Limitation on Warranties*

The Platform is provided as is. Any warranties are explicitly excluded.

10. *Warranties by Users*

User represents and warrants that:

- 1) it has full authority to enter into this Agreement.
- 2) it owns or controls the rights and/or permissions necessary to provide the Materials under this Agreement and to grant the rights as describes herein.
- 3) the rights granted herein, and the use thereof by BearingPoint, do not violate the rights of any third party.
- 4) User agrees that it shall indemnify BearingPoint and be responsible for any loss or liability incurred by BearingPoint arising out of a breach by User of the foregoing warranties.

11. *Privacy Policy*

Collection and use of information about Users shall be governed by the Privacy Policy to be found under [BearingPoint Privacy and Cookie Statement](#). By accessing and using the

Platform or Content, User expressly consents to the collection and use of this information as described in the Privacy Statement. Personal Data will be retained for a maximum of 2 (two) years after the User Registration date, unless User requests an earlier deletion.

12. General provisions, Governing Law

- 1) The Agreement shall be governed and construed under the laws of Germany without any application of conflict of laws rules.
- 2) If individual parts of this Agreement are or become invalid or if the Agreement contains an omission, this shall not affect the validity of the remaining provisions. In such a case, the invalid provisions shall be replaced by provisions that best match the economic purpose of the invalid provisions. This shall also apply in the case of an omission.