

Terms of Use

These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with www.nexus.international (the "Site").

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, BROWSING, OR OTHERWISE USING THE SITE

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. *By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site.* If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

Nexus International reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

PRIVACY

Introduction to Privacy Policy

This is the Privacy Statement and Policy ("Privacy Statement") for Nexus International Ltd. and its affiliates ("Nexus"). This Privacy Policy was last updated in April 2019.

NEXUS understands that your privacy is important. NEXUS is committed to protecting your privacy and personal information you provide or as you access and use materials on Nexus.international (the "Site"), including the

Site subscription pages or other websites or apps that post a link to this Privacy Statement. In addition, information that you submit to NEXUS in response to an email request for information or other outreach from NEXUS, or through NEXUS's employment application processes, will be treated in accordance with this Privacy Statement.

NEXUS may, in its discretion, amend this Privacy Statement from time to time. To ensure you are able to remain informed about the information we collect and how we use it, material changes to our statement will be reflected here. This Site may contain links to external sites which are not governed by this Privacy Statement. NEXUS does not take responsibility for the privacy practices of any third party sites to which we link. We encourage you to review the privacy policies of any such sites before you submit information there.

YOUR ACCEPTANCE OF THIS PRIVACY STATEMENT

Please read this Privacy Statement carefully. By browsing our website and expressly consenting where required (for instance, when submitting your application), you agree to be bound by this Privacy Statement.

INFORMATION THAT WE COLLECT, AND HOW WE USE IT

What information do we collect?

NEXUS collects information from you when you create your account for the Site, request copies of publications, subscribe for email newsletters and press releases, seek additional information regarding our services or employment opportunities, databases, or register for conferences and other NEXUS-sponsored events. If you do not provide such information, you will not be able to create an account for the Site, request copies of publications, subscribe for email newsletters and press releases, seek additional information regarding our services or employment opportunities.

Personal information that we collect includes: names, addresses, e-mail addresses, phone numbers, unique personal identifiers, financial information, subject areas of interest and/or demographic information.

In addition, we sometimes aggregate demographic information and the types of systems and browsers of users NEXUS also may conduct user surveys on the Web or use technologies to provide NEXUS with information on a number of areas, such as user identity, user viewing habits, whether or not users found what they were searching for, whether the Site content is relevant to user needs, and the like.

How do we use personal information?

The purposes and uses of your personal information will depend on the use of the Site and the personal information provided. We process your personal information:

(i) for the purposes of safeguarding the legitimate interests pursued by NEXUS. This includes:

- Informing you about updates to the service and notifying you about other products and services offered by NEXUS that may be of interest to you, including information regarding publications and events
- Tailoring your experience at the Site with relevant NEXUS materials
- Understanding the Site's user population, identifying subject areas of interest, and determining whether the Site is designed to work with the computer settings of a majority of our visitors
- Measuring and improving the effectiveness of NEXUS marketing programs across different channels.
- Improving our web content and navigation.

(ii) on the basis of your consent. Insofar as you have granted us consent to the processing of personal information for specific purposes (for example, your application form for employment with NEXUS), the lawfulness of such processing is based on your consent. You may withdraw your consent at any time.

(iii) for compliance with a legal obligation. This includes anti-fraud and anti-money laundering measures as well as tax and social security requirements.

We will not sell, share, or rent or otherwise make available your personal information to other parties, except that we may disclose the information to third parties who perform services on our behalf and have a need to access the information in connection with those services. Any third parties will only process this information to the extent to which and within the limits that NEXUS itself is permitted to process that data. In addition, NEXUS may disclose your contact information in response to inquiries by bona-fide rights owners in connection with allegations of infringement of copyright or other proprietary rights arising from information that you have posted on the Site or otherwise provided to NEXUS.

HOW WE MIGHT SHARE YOUR INFORMATION

The third parties with whom we may need to share personal information to help us provide services and products to you and to run our Website include:

- our subsidiaries or affiliates;
- our advisors;
- our third party service providers who process information on our behalf to help run some of our internal business operations including email distribution, IT services and marketing and events services;
- our business partners for publications and events co-organized by NEXUS and them;
- law enforcement bodies in order to comply with any legal obligation or court order

Because NEXUS is a global organization we need to transfer personal information which is collected on the Site or through other means across the NEXUS group of companies to help operate our business efficiently. This also includes third parties located in different countries around the world, including outside of the EEA. These arrangements may involve your personal information being located in various countries around the world e.g. USA where privacy laws differ. We only make these arrangements or transfers where we are satisfied that adequate levels of protection are in place to protect information held in that country. In addition, the Site may be viewed and accessed anywhere in the world including countries that may not have

laws regulating the use and transfer of personally identifiable information. By using the Site, submitting information through this site, or submitting personal information to NEXUS through other means you voluntarily consent to such international transfer and hosting of such information to those countries and parties.

RETENTION OF YOUR PERSONAL INFORMATION

NEXUS retains your personal information for so long as is necessary to fulfil the purpose for which it was collected. We may retain your personal information for longer if they may be the subject of a legal claim, or may otherwise be relevant for future litigation.

MARKETING

If, at any time, you prefer not to receive further communications from us in any or all forms you will have the ability to unsubscribe from such communications by means of a link provided in every e-mail that is sent to you by us. When subscribing to NEXUS e-mail newsletters, you are given the opportunity to select which promotions, news, and information you would like to receive at the time of sign up, and you will have the opportunity to unsubscribe from such communications.

COOKIES AND OTHER TRACKING TECHNOLOGIES

NEXUS may use cookies on this Site and in our communications with you to keep track of your visit to our Site and our communications with you. A “cookie” is a small amount of data sent from a Web server to your browser and stored on your computer’s hard drive. Other tracking technologies work similarly to cookies and place a small amount of data on your devices to monitor your website activity to allow us to collect information about how you use our Site and our services. With most internet browsers, you can erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored on your computer. Please refer to your browser instructions or you can visit <https://www.aboutcookies.org/> which will give you more information. Once you have given your consent to use

cookies we shall store a cookie on your computer or device to remember this for next time. If you wish to withdraw consent at any time you will need to delete our cookies using your web browsers settings. Please be advised that certain sections or functionalities of the Site may be inaccessible to you if your browser does not accept cookies.

We use the following types of cookies:

“persistent cookies” to improve your experience when using the Site.

“session cookies” to enable your use of our Site and to remember your settings. Session cookies are deleted automatically at the end of your visit.

“web analytics cookies”. These cookies are used by us or third-party providers to analyze how the Site and our services are used, including the following types:

Google Analytics. This website are scheduled to use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google uses this information to evaluate your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website and accepting the use of the cookies, you consent to the processing of data about you by Google in the manner and for the purposes set out above. To find out more about Google Analytics, Google's privacy policy and opting out of its cookies please

visit: <https://tools.google.com/dlpage/gaoptout>.

To opt-out of Google Analytics cookies on Nexus.international, click here.

If you have previously opted-out of Google Analytics and would like to opt back in, click here.

Adobe Analytics. This website uses Adobe Analytics, a web analytics and marketing service provided by Adobe Systems Incorporated (“Adobe”). Adobe uses HTTP “cookies” and similar technologies to collect information to measure and understand how users use this website. This includes user activity tracking on this website, including pages visited and links clicked. NEXUS does this to provide you with experiences and marketing messages based on your likely interests. The information generated by the cookie about your use of the Site (including your IP address) will be transmitted to and stored by Adobe. Adobe may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Adobe’s behalf. Adobe will not associate your IP address with any other data held by Adobe. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do opt-out you may not be able to use the full functionality of this website. To find out more about Adobe Analytics, Adobe's privacy policy and opting out of its cookies please visit: <https://www.adobe.com/privacy/opt-out.html#customeruse>

Web beacons. NEXUS includes or may include a web beacon, which is a graphic image, in a majority of the HTML email messages we send. NEXUS uses web beacons, alone or in conjunction, with cookies to compile information about your usage of NEXUS websites and interaction with emails from NEXUS. We use the capability to determine whether or not an email has been received, opened, or when an URL has been clicked inside of an email that directs you to one of NEXUS’s websites. These web beacons are used to: (i) operate and improve NEXUS websites, services, and email communications, (ii) send emails in a format users can read and (iii) track the aggregate number of emails opened. The web beacon does not collect your personal information, however the information compiled by the web beacon allows us to tie a user to information NEXUS has collected in data collection process as set out in this Privacy Statement. You may refuse the use of web beacons by selecting the appropriate settings on your email program to disable image and refraining from clicking on any links in email messages.

By continuing to browse or use our Sites and services, you agree that we can store and access cookies and other tracking technologies as described herein.

SECURITY PROCESSES

NEXUS has in place appropriate technological and operational security processes designed to protect personally identifiable information from loss, misuse, alteration or destruction. Only authorized employees and contractors will have access to any data provided by you, and that access is limited by need. Each employee or contractor having access to any personally-identifiable information is obligated to maintain its confidentiality. Although we take steps that are generally accepted as industry standard to protect your personally-identifiable information, NEXUS cannot guarantee that your personally-identifiable information will not become accessible to unauthorized persons and NEXUS cannot be responsible for any actions resulting from a breach of security when information is supplied over the internet or any public computer network.

LINKS TO OTHER WEB SITES

This website contains links to other Web sites not operated by NEXUS.

NEXUS is not responsible for the privacy practices or the content of any non-NEXUS web sites to which we link from the Site. We are not responsible for the protection and privacy of any information you provide whilst visiting other websites and sites not governed by our Privacy Statement. We cannot control the content or security of such websites. We cannot be held responsible for any loss or damage incurred by a user as a result of visiting such websites. No links are intended to be, nor should be construed as, an endorsement of any kind by us of that other website.

COMPLIANCE WITH LAW

NEXUS complies with all applicable privacy laws and regulations. NEXUS may be compelled to surrender personal user or customer information to legal authorities if presented with a court subpoena or similar legal or administrative order, or as required or permitted by the laws, rules and regulations of any nation, state or other applicable jurisdiction. Also, in the event of a violation of the terms and conditions of use of the Site or a violation of any restrictions on use of materials provided in or through the

Site, we may disclose personal user information to our affected business partners or legal authorities.

ACCESS RIGHTS

In accordance with applicable data protection laws, including but not limited to the GDPR, you have a right to request a copy of the personal information we hold about you and details of how we use that information. If any of the information held about you is incorrect or out of date, you have the right to amend or rectify it, please follow the process outlined below and we will amend our records where appropriate. You also have the right to require us to erase your personal data, stop processing your personal data, restricting the processing of your personal information, right of portability of your personal information and/or to withdraw your consent to processing. This may not apply if there are other legal justifications to continue processing. If you think we may have incorrect personal information, or would like a copy of the personal information we hold on you, or to exercise any other data protection right, please **contact us**. Please note that we need you to prove who you are before we can provide you with any information. You also have a right to lodge a complaint with a relevant supervisory authority.

CHILDREN

NEXUS understands the importance of protecting children's privacy, particularly in their online interactions. This Site is not designed for and does not intentionally target or solicit to children 18 years of age and younger.

USE OF NEXUS WEB SITES

Your access to and use of the Site are subject to this Privacy Statement and Terms of Use.

CONTACT US

For further questions you may contact the appropriate data protection point of contact: [Email Us](#)

RESPONSES TO ONLINE REQUESTS

From time to time, NEXUS may offer to provide information or materials via e-mail or otherwise to interested persons. NEXUS reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

PROHIBITED CONDUCT.

You may use the Site for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to NEXUS in the Company's sole discretion;
- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement;
- contains advertising; or
- otherwise violates any applicable criminal or civil law. You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

CONTENT MANAGEMENT AND REMOVAL

NEXUS does not and cannot review generally the content posted by users of the Site ("Users' Content") and is not responsible for such Users' Content. However, NEXUS reserves the right to cancel your access to these areas and/or delete, move, or edit any Users' Content (including messages posted in any forum) that it may determine, in its sole discretion, violates the Terms of Use. You shall remain solely responsible for all Users' Content posted by you or by any other person using your account. NEXUS shall have the right,

but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

NEXUS prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to NEXUS at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. NEXUS will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. NEXUS's contact for submission of notices under this section is: General Counsel, Boston Consulting Group, Inc. Exchange Place, 6th Floor, Boston, Massachusetts 02109.

NON-ENDORSEMENT.

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Users' Content, and you acknowledge that any reliance upon such Subscriber Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that NEXUS is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

SUBSCRIBER QUALIFICATIONS

When registering with or applying to NEXUS you must provide accurate, complete, and current registration information and you agree to provide NEXUS with any updates to that information promptly after such changes occur.

Individual subscriptions to the Site are available only to persons who are at least 18 years of age. Minors may receive access keys or user id/passwords only as part of an authorized group subscription. Your right to use the Site is personal to you and cannot be transferred to any other person.

You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the Site. You shall be responsible for all charges associated with accessing and maintaining a connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

REGISTRANT INFORMATION

Unless you elect otherwise by making the appropriate selection on the NEXUS personal information page, NEXUS shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third party vendors for the purpose of providing registrants with information about products and services. NEXUS shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does

not reveal the personal identity of any individual registrant. NEXUS shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of NEXUS. For additional information, see the Company's Privacy Policy above.

THIRD PARTIES

NEXUS may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. NEXUS has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

ACCESS TO AND AVAILABILITY OF THE SITE

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

RESTRICTION, SUSPENSION OR TERMINATION

NEXUS reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

NEXUS may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

DISCLAIMER OF WARRANTIES

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER NEXUS, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER NEXUS NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES NEXUS, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES

NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL NEXUS NOR ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, PAST OR PRESENT OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES ATTORNEYS, LICENSORS OR INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES

DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF NEXUS, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold NEXUS, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "NEXUS Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by NEXUS or any NEXUS Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. NEXUS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with NEXUS's defense of such claim. Choice of Law.

The Terms and Conditions shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

ENTIRE AGREEMENT

The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

NO AMENDMENT OR WAIVER

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in writing and signed by an authorized representative of NEXUS.