

Mitsubishi Electric Europe B.V. (Irish Branch) Learning Management System Terms of Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our training portal at <https://mitsubishielectricire.360learning.com/> (“portal”). These terms of use apply in addition to and must be read in conjunction with Mitsubishi Electric’s Learning Management System Terms and Conditions, which you should also read before using the portal.

Please read these terms of use carefully before you start to use the portal. By using the portal, you indicate that you accept these terms of use and agree to be contractually bound by them. If you do not agree to these terms of use, you should immediately refrain from using the portal. You are giving your full consent to access the online courses and your commitment to completing all of the required course modules.

Information about the portal

Mitsubishi Electric runs online training courses and has set up this portal to enable you to undertake training and interact with other users through a secure portal. As part of the course you will be introduced to a blended learning experience, using the platform for online learning together with virtual or face to face based sessions where appropriate.

Accessing the portal

For all online training sessions each individual will need their own invite. This invite is not to be forwarded to others. Access to the portal is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the portal without notice (see below). We will not be liable if for any reason the portal is unavailable at any time or for any period.

From time to time, we may restrict access, temporarily or permanently, to some parts of the portal, or the entire portal, to users who have registered with us. Upon completion of the course your access to the system will be removed by the training team, or at the end of your employment contract with Mitsubishi Electric (for internal candidates only).

If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these

terms of use. You accept that you shall be liable for the acts and omissions of any person you allow to use your user identification code or password

You are responsible for managing the security of your password once you have been given access accessed to the portal. When using the portal, you must comply with the provisions of this policy.

Intellectual property rights

In relation to any content we publish on the portal, we are the owner or the licensee of all intellectual property rights therein. Those works are protected by copyright laws and treaties around the world and all such rights are reserved. Our status (and that of any identified contributors) as the authors of material published on the portal must always be acknowledged.

You must not use any part of the materials on the portal for commercial purposes without obtaining a licence to do so from us or our licensors.

Reliance on information posted

Commentary and other materials posted on the portal are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the portal, or by anyone who may be informed of any of its contents.

The portal changes regularly

We may change the content at any time. If the need arises, we may suspend access to the portal, or close it indefinitely. Any of the material on the portal may be out of date at any given time, and we are under no obligation to update such material.

Information about you and your visits to the portal

We process information about you in accordance with our [privacy policy](#). your personal data will be shared with the third party provider of the platform, 360Learning, as a sub-processor. Their privacy policy will also apply to your use of the portal, a link to which can be found in the MEU-IRE Learning Management System Privacy Policy.

By using the portal, you consent to such processing and you warrant that all data provided by you is accurate.

Uploading material to the portal

Whenever you make use of a feature that allows you to upload material to the portal, or to make contact with other users of the portal, you must comply with the content standards set out in the Acceptable Use section of this policy. You warrant that any

A Division of Mitsubishi Electric Europe B.V.

“Registered in the Netherlands as a private company with limited liability, Registration No. 33279602, with registered address at Capronilaan 34, 1119NS, Schipol-Rijk. Registered as a branch at Dublin, Registration No. 903775”.

Directors: Shunji Kurita (Japan), Andreas Wagner (Germany), Eric Pellerin (France), Hartmut Puetz (Germany), Masami Kusano (Japan), Toshimitsu Ito (Japan), Takeharu Kondo (Japan)

such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to the portal will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the portal constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the portal.

We may, but are not obliged to, monitor the content posted by users on the portal. We have the right to remove any material or posting you make on the portal if, in our opinion, such material does not comply with the content standards set out in the acceptable use section of this policy.

Viruses, hacking and other offences

You must not misuse the portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the portal, the server on which the portal is stored or any server, computer or database connected to the portal. You must not attack the portal via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Criminal Justice (Offences Relating to Information Systems) Act 2017. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the portal will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the portal or to your downloading of any material posted on it, or on any website linked to it.

Linking to the portal

You may link to our website home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not create a link to any secure parts of the portal.

You must not establish a link from any website that is not owned by you.

Acceptable Use

You may use our portal only for lawful purposes. You may not use our portal:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our portal;
- any equipment or network on which our portal is stored;
- any software used in the provision of our portal; or
- any equipment or network or software owned or used by any third party.

Content standards

These content standards apply to any and all material which you contribute to our portal (Contribution), and to any interactive services associated with it. A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.

- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other portals.

Recording

Mitsubishi Electric have the right to record the training session for training and monitoring purposes. Online training sessions are not to be recorded under any circumstance by participants or any 3rd party.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate. Failure to comply with this policy may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our portal.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our portal.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Our liability

The material displayed on the portal is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the portal or in connection with the use, inability to use, or results of the use of the portal, any websites linked to it and any materials posted on it, including:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.