

# Trust Center Terms of Use

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## 1. Acceptance of Terms

By accessing or using this Trust Center site (“Site”), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use (“Terms”). If you do not agree to these Terms, you must not access or use the Site.

This Site is intended solely for informational purposes related to the security, compliance, privacy, and operational practices of **Viscosity North America**

## 2. Purpose of the Site

The Trust Center provides transparency into **Viscosity North America’s** security posture, policies, and related materials. Information made available through the Site:

- Is provided for general informational purposes only
- Does not constitute legal, regulatory, or professional advice
- Is not a binding representation, warranty, or contractual commitment unless expressly stated in a separate written agreement

## 3. Authorized Use

You agree to use the Site only for lawful purposes and in accordance with these Terms.

### You shall not:

- Use the Site in any manner that could damage, disable, or impair the Site
- Attempt to gain unauthorized access to any portion of the Site, systems, or data
- Use automated tools (bots, scrapers, crawlers) to extract or harvest information without prior written consent
- Misrepresent your identity or affiliation to gain access to restricted materials

Access to certain materials may require verification or approval and may be restricted to current or prospective customers, partners, or authorized stakeholders.

## 4. Confidential and Restricted Information

Certain documents and materials available through the Trust Center may be designated as **confidential or restricted**.

### By accessing such materials, you agree that:

- The information will be used solely for evaluating **Viscosity North America’s**

- services
- You will not disclose, copy, or distribute such materials without prior written consent
- You will protect such information using reasonable safeguards consistent with its sensitivity

If a separate Non-Disclosure Agreement (NDA) exists between you and **Viscosity North America**, such agreement will govern in the event of any conflict.

## **5. No Warranties**

All content on the Site is provided **“as is” and “as available.”** To the fullest extent permitted by law, **Viscosity North America** disclaims all warranties, express or implied, including but not limited to:

- Accuracy, completeness, or timeliness of information
- Fitness for a particular purpose
- Non-infringement

Security and compliance information reflects practices at a point in time and may be subject to change without notice.

## **6. Limitation of Liability**

To the maximum extent permitted by law, **Viscosity North America** shall not be liable for any indirect, incidental, consequential, or special damages arising out of or related to:

- Use of or inability to use the Site
- Reliance on any information provided
- Unauthorized access or alterations to transmissions or data

Your sole remedy for dissatisfaction with the Site is to discontinue use.

## **7. Intellectual Property**

All content, materials, and information available on the Site—including but not limited to documents, reports, graphics, and logos—are the property of **Viscosity North America** or its licensors and are protected by applicable intellectual property laws.

### **You may:**

- View and download materials for internal, non-commercial use only

### **You may not:**

- Modify, reproduce, distribute, or create derivative works without prior written consent

## **8. Modifications**

**Viscosity North America** reserves the right to modify these Terms at any time. Updates will be effective upon posting. Continued use of the Site constitutes acceptance of the revised Terms.

## 9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of **Texas, United States** without regard to conflict of law principles.

## 10. Contact Information

For questions regarding these Terms or the Trust Center, please contact:

Viscosity North America

(469) 444-1380

[hello@viscosityna.com](mailto:hello@viscosityna.com)

3016 Communications Parkway, Suite 200, Plano TX 75093

## 11. No Reliance; No Contractual Commitment

All materials, disclosures, reports, certifications, and other information made available through the Trust Center (collectively, "Materials") are provided solely for informational purposes.

You acknowledge and agree that:

- The Materials do **not constitute representations, warranties, covenants, or guarantees** of any kind
- The Materials shall **not be relied upon** for purposes of making legal, regulatory, security, or procurement decisions
- The Materials do **not amend, modify, or supplement** any existing agreement between you and **Viscosity North America**
- No obligation shall arise unless expressly set forth in a **mutually executed written agreement**

In the event of any inconsistency between the Materials and a fully executed agreement, the terms of the executed agreement shall control.

## 12. Audit and Assurance Limitation

The Trust Center and its Materials:

- Do **not constitute an audit, certification engagement, or assurance opinion** performed on your behalf
- Are **not a substitute** for your independent security, compliance, risk, or legal assessments
- May reflect controls, processes, or certifications at a specific point in time and may not reflect current or future states

Any third-party reports (e.g., SOC reports, ISO certifications) are subject to:

- Their own scope limitations, control descriptions, and testing parameters
- Distribution restrictions and reliance limitations contained within such reports

You agree that you will **not rely on the Trust Center as a substitute for conducting your own due diligence or audit activities.**

### **13. Access Control and Revocation Rights**

Access to the Trust Center, including any restricted or confidential Materials, is provided at **Viscosity North America's** sole discretion.

**Viscosity North America** reserves the right, at any time and without liability, to:

- Grant, deny, suspend, or revoke access to the Site or any portion thereof
- Restrict access to specific Materials based on user role, affiliation, or verification status
- Require execution of additional agreements (including NDAs) as a condition of access

Upon revocation or termination of access, you agree to:

- Immediately cease use of the Site and Materials
- Delete or securely destroy any downloaded or retained Materials, upon request

### **14. Export Control and Regulatory Compliance**

You acknowledge that Materials made available through the Trust Center may be subject to applicable **export control, trade sanctions, and data access laws and regulations**, including but not limited to those of the United States.

You agree that you will not:

- Access, use, export, re-export, or transfer any Materials in violation of applicable export control or sanctions laws
- Provide access to any individual or entity located in, or affiliated with, a restricted or embargoed jurisdiction
- Use the Materials in connection with any prohibited end-use, including but not limited to nuclear, chemical, or biological weapons proliferation

You further represent and warrant that:

- You are not listed on any applicable government restricted party list
- You will comply with all applicable laws and regulations in connection with your access to and use of the Site.

**Viscosity North America** reserves the right to restrict or deny access to any user

or jurisdiction to ensure compliance with applicable legal and regulatory requirements.

### **15. Data Access and Use Restrictions**

You agree that access to the Trust Center and its Materials:

- Does not grant any right to access underlying systems, environments, or customer data
- Does not authorize testing, probing, scanning, or validation of **Viscosity North America's** infrastructure
- Is limited strictly to review of the Materials for evaluation purposes

Any unauthorized attempt to access systems, environments, or data beyond the Trust Center may result in:

- Immediate termination of access
- Legal action, to the extent permitted by law

### **16. Survival**

The provisions of Sections **11 through 16**, together with any confidentiality, limitation of liability, and intellectual property provisions, shall survive termination or expiration of your access to the Trust Center.