

General Conditions of Use

Version 2021.00.01

Welcome to the Quantum Network Explorer Platform, a state-of-the-art experimental quantum networking platform developed by [QuTech](#), a collaboration founded by [Technische Universiteit Delft](#) and [TNO](#), (“QNE,” “we,” or “us”). Hereby we explain under which terms You may use our online website <https://www.quantum-network.com/> (“**Website**”) and software provided on or in connection with the Quantum Network Explorer (collectively the “**Service(s)**”). By accessing or using the Service, You acknowledge that You have read, understood, and agree to be bound by these Conditions of Use (“**Conditions**”) and to the collection and use of your personal data as set forth in the QNE Privacy Policy. These Conditions apply to all Website visitors, users, and others who access the Service (“**User(s)**” or “**You**”).

Please read these Conditions carefully and in full before using, registering or otherwise using the Website.

1. Use of the Service

QNE is a quantum networking platform designed and built by QuTech. It provides Users a variety of ways to run quantum network applications and examine the results. It provides a graphical interface to select and configure simulated quantum networks and applications and to visualize the quantum network, simulation steps, and results.

QNE is initiated by [QuTech](#) an advanced research center for quantum computing and quantum internet, resulting from a collaboration founded by [Technische Universiteit Delft](#) (“**TUD**”) and [TNO](#). We want to provide Users access to various high-tech technologies to perform quantum computations and insights in principles of quantum networking and access to the community.

A. Eligibility

As QuTech is no legal entity, we must make clear towards You that the service is offered by TUD, also on behalf of its QuTech partner TNO. The Conditions will legally bind You towards TUD. By any form of use of the Service, whether it be by accessing, uploading or running code or downloading any results of processing, You agree to be bound by these Conditions of use. If You do not agree, You may not use the Service. Supplemental prevailing terms and conditions may apply to some Services, such as rules for a particular promotion, service or other activity, if applicable they will be disclosed to You.

B. Use of the Service

By using our Service You agree to apply adequate security policies and tools on your own networks and systems used to gain access to QNE, e.g. state-of-the-art scanners for viruses, to prevent unauthorised use of or access to QNE by third parties. You also agree to take precautions to avoid unnecessary loss of processor hours, e.g. by using the application configuration tools provided by QNE and to reasonably report any detected or perceived errors in our Service(s) (in for example the software, compilers, data communication) and system disruptions to QuTech (contact details below).



Subject to these Conditions, You are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, non-commercial use only and as permitted by the features of the Service. We reserve all rights not expressly granted herein in the Service and the QNE Content (as defined below). We reserve the right to terminate this license at any time for any reason.

The Services/computing resources (quantum networks and quantum network simulators) are shared by all Users. Requests for running an experiment may not be executed immediately but will be placed on a queue. Each backend imposes a limit on the computational resources used in our backend servers. In addition, a limit on the amount of time an experiment may run will be enforced by aborting running experiments that exceed this limit. Experiments has to be parameterized on the website or submitted via the API (either by using an ADK or SDK by initiating requests to the API directly). Limits apply to the number of experiments that can be stored in the result database.

To accept that the Service is offered by us on a reasonable efforts basis and that interruptions of the service may take place at any time, announced or not-announced. The Service may make use of external HPC-capacity which is limited by its very nature. Therefore, our staff, or staff of third party providers of computing and storage facilities utilized by us, shall have the following rights: (I) To assign priority to particular jobs without regard to the order of the queue; (II) To assign computing or storage resources to the uploaded jobs; (III) To relay certain jobs to external providers of computing or storage capacity without prior notification to You. Please note that it cannot be prevented that such providers gain access to experiments or code uploaded by You, unless explicitly agreed otherwise; (IV) To may decide not to execute or store a particular programmed application or to suspend or to delete an associated job or process in case it would exceed the available computer time of our server and/or third party computing or storage capacity utilized by us or systems of external providers that are used for QNE.

To manage the system usage and limit as much as possible the system downtime due to maintenance or any other unforeseen reasons. Normal downtime will be scheduled well in advance and will be announced on the Website.

C. QNE accounts

Your QNE account gives You access to the Services and functionalities that we may establish and maintain from time to time and in our sole discretion. By connecting to QNE with a third-party service, You give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

When You create an account, You are obliged to provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and You must keep your account password secure. Your account and associated login/password combinations are strictly personal and may not be shared with other persons within your organisation or with other organisations/persons. You must notify us immediately of any breach of security or unauthorized use of your account. We are not liable for any losses caused by any use or unauthorized use of your account. Therefore You assume responsibility for protecting that data and assume liability for any damage resulting from the misuse by any party of own usernames, account numbers and passwords.

D. Prohibited use

It is prohibited to use QNE and/or the Service for other purposes than to explore, learn and share quantum networking applications. The following activities are in any case prohibited:

- copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”;
- transmitting spam, chain letters, or other unsolicited email;
- attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- uploading invalid data, viruses, worms, or other software agents through the Service;
- collecting or harvesting any personal data from the Service;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- interfering with the proper working of the Service;
- accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or
- bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service or stop providing the Service to You or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination if You violate any provision of these Conditions, or for no reason. Upon termination for any reason or no reason, You continue to be bound by these Conditions.

2. User content

The Service allows Users to post content such as quantum networking applications or other content or information (“**User Content**”). We claim no ownership rights over User Content created by You nor the output data. The User Content You create remains yours; however, by sharing User Content through the Service, You agree to allow others to view, edit, and/or share your User Content, even when You have deleted your account, in accordance with your settings and these Conditions. We reserve the right in our sole discretion to remove any User Content that is shared via the Service.

You agree not to post User Content that:

- may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- may create a risk of any other loss or damage to any person or property;
- seeks to harm or exploit children by exposing them to inappropriate content, asking for personal data or otherwise;
- may constitute or contribute to a crime or tort;
- contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable;
- contains any information or content that is illegal (including, without limitation, the disclosure another party’s trade secrets);



- contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships;
- contains any information or content that You know is not correct and current;
- violates any school or other applicable policy, including related to cheating or ethics; or
- does not violate any third-party rights, including without limitation any intellectual property rights (including trade secrets) or rights of privacy.

We reserve the right to reject or remove any User Content that we believe, in our sole discretion, violates these provisions.

We may exercise the rights to your User Content granted under these Conditions without liability for payment of any guild fees, residuals, payments, fees or royalties payable under any collective bargaining agreement or otherwise. You have the written consent of each rightful claimant for using your User Content for our Services, if any, and each such rightful claimant has released You from any liability that may arise in relation to such use. We are not responsible and are not liable for any User Content that You or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and You agree that we are only acting as a passive conduit for your online distribution and/or publication of your User Content. You understand and agree that You may be exposed to User Content that is inaccurate, objectionable, or otherwise unsuited to your purpose, and You agree that we are not liable for any damages You allege to incur as a result of User Content.

3. User content license grant

By posting any User Content on the Service, You expressly grant, and You represent and warrant that You have all rights necessary to grant us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content, in whole or in part for use in connection with the Service and QNE's (including any successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, display, reproduce and perform such User Content solely as permitted through the functionality of the Service and under these Conditions.

4. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**QNE Content**"), and all intellectual property rights related thereto, are the exclusive property of QNE and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Conditions shall be deemed to create a license in or under any such intellectual property rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works



from any QNE Content. Use of the QNE Content for any purpose not expressly permitted by these Conditions is strictly prohibited.

You may choose to, or we may invite You to, submit ideas about the Service, for example about how to improve the Service. By submitting any idea, You agree that that disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, QNE does not waive any rights to use similar or related ideas previously known to QNE, or developed by its employees, or obtained from sources other than you.

5. Remuneration for the use of our Service(s).

A. Free services

The use of our Service under these Conditions is free of charge. This free access/use is for non-commercial (including scientific research) use only. The Service is limited up to a maximum number of 50 experiments per User stored in the application database at any moment. We reserve the right to determine eligibility for use of the free version ("**Free Version**").

B. Paid version

Additional benefits and features of the Service may be provided for a fee or other charge in the (near) future. Compared to the Free Version of our Services, the paid version offers additional benefits and features to these Conditions ("**Paid Version**").

For clarity; the Conditions in this document from which the paid version does not differ remain in full force and effect, expressly including the "AS IS" provision below. In addition, we make every reasonable effort to offer confidentiality in accordance with the ISO27001 standard, article 9 is again explicitly applicable here. If You want to use the Paid Version of the Service, You agree to the pricing and payment terms, as we may update them from time to time. We may add new benefits and/or features for additional fees and charges, or amend fees and charges for existing benefits and features, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to You as provided in the Conditions or otherwise.

If You purchase a subscription with automatic renewal, You acknowledge and agree that we are authorized to use the payment information on file for the renewal fee. Until You cancel, your subscription will renew monthly on the same day of the month, respectively, as the date You made your initial purchase and the payment information on file will be billed for the then-current subscription fee. You may cancel your Paid account at any time from within your account Settings.

C. No Refund

You may cancel your QNE account and/or subscription at any time; however, there are no partial or pro-rata refunds for cancellation. If You cancel your account and/or subscription, cancellation will be effective at the end of the current monthly or annual billing period; You will have continued access to your subscription for the remainder of that period, but You will not receive a refund. QNE may offer partial, pro rata refunds for QNE's early suspension, termination, or cancellation of a paid Service,

where the pricing and payment terms for the specific QNE paid Service expressly state that such refunds are available in such scenarios and/or as required by law. In the event that You cancel your account or QNE suspends or terminates your account under these Conditions for your breach of these Conditions, You understand and agree that You shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

6. Privacy & Security of data

We endeavour to protect the privacy of the Users of our Website. You understand that by using the Service You consent to the collection, use and disclosure of your personal data and aggregate data as set forth in our Privacy Policy.

We care about the integrity and security of your data and personal data. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your data or personal data for improper purposes. You acknowledge that You provide your data, output data, personal data and/or User Content at your own risk.

7. Third party links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If You access a third party website from the Service, You do so at your own risk, and You understand that these Conditions and our Privacy Policy do not apply to your use of such sites. You expressly relieve us from any and all liability arising from your use of any third-party website, service, or content.

8. Indemnity

You agree to defend, indemnify and hold harmless QNE and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: your use of and access to the Service, including any data or content transmitted or received by you; your violation of any term of these Conditions; your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; your violation of any applicable law, rule or regulation; User Content or any other information or content that is submitted via your account including without limitation misleading, false or inaccurate information; negligent or wilful misconduct; or any other party's access and use of other appropriate security code.

9. No warranty

The Service is provided on an "AS IS" and "AS AVAILABLE" basis (also: "AS IS, WHERE IS"). Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without



limiting the foregoing, QNE, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and You will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

QNE does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and QNE will not be a party to or in any way monitor any transaction between You and third-party providers of products or services.

You understand and agree that any User Content, (output) data, account history and account content residing on QNE's servers, may be deleted, altered, moved or transferred at any time for any reason in QNE's sole discretion, with or without notice and with no liability of any kind. QNE does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on QNE's servers.

In no event is QNE, its affiliates, agents, directors, employees, suppliers or licensors liable for any indirect, punitive, incidental or consequential damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, our Service. Under no circumstances will QNE be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

To the maximum extent permitted by applicable law, QNE assumes no liability or responsibility for any errors, mistakes, or inaccuracies of content; personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; any unauthorized access to or use of our secure servers and/or any and all personal data stored; any interruption or cessation of transmission to or from our Service; any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or User Content or the defamatory, offensive, or illegal conduct of any third party.

10. Governing law & jurisdiction

These Conditions are exclusively governed by the laws of the Netherlands. All disputes arising from or as a result of the implementation of these Conditions, the Parties will first try to resolve them amicably. All disputes that may arise between the Parties as a result of these Conditions, or of further agreements resulting therefrom, and which cannot be settled amicably, will be settled by the competent court in The Hague.

Those who access or use the Service from other jurisdiction than the Netherlands do so at their own volition and are entirely responsible for compliance with all applicable laws of the Netherlands and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if You are a resident of a country embargoed by the Netherlands or are a foreign person or entity blocked or denied by the government of the Netherlands.

11. Miscellaneous

These Conditions together with any other legal notices, policies and agreements published by us regarding the Service, shall constitute the entire agreement between You and us concerning the Service and supersede any prior agreements.

QNE may, in its sole discretion, modify or update these conditions from time to time, and so You should review this page periodically. When we change these Conditions in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the changes. If You do not agree to any of these Conditions or any future changes do not use or access (or continue to access) the Service.

12. Contact

For legal notices and technical questions please mail or serve us at: support@quantum-network.com, or contact us via our Support site.

For general questions about QuTech, its partners, cooperations or partnerships, contact QuTech at:

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