

## ConnXus Terms of Use

Terms of Use as of December 17th 2019

Welcome to the ConnXus (“ConnXus”) website and related mobile applications and services (the “Services”). Your use of the Services is governed by and subject to these Terms of Use, our Privacy Notice, and all applicable laws and regulations. By using the Services, you agree to be bound by these Terms of Use and our Privacy Notice, which is hereby incorporated by reference into these Terms of Use. If you do not agree with any of these Terms of Use or our Privacy Notice, please do not use the Services. ConnXus reserves the right to update or change these Terms of Use at any time and for any reason, without notice. By continuing to use the Services, you agree to be bound by any such revisions and should therefore periodically visit and print the latest version for your records. All such changes are hereby incorporated by reference into these Terms of Use. For your information, the date of the last update to these Terms of Use is posted at the top of this page.

### 1. Agreement to Contract Electronically

You agree that this electronic Terms of Use agreement, combined with your accessing and using the Services or clicking on “I Agree,” have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You shall not challenge the validity, enforceability, or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print this Terms of Use agreement.

### 2. Basic Terms

You are responsible for your use of the Services and for any consequences thereof. You may use the Services only if you can form a binding contract with us and are not a person barred from accessing the Services under the laws of the United States or other applicable jurisdiction. If you are under 18 years of age you may not use or access the Services for any reason. Please contact us if you are aware that a person under 18 is using the Services. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that we, third party providers and partners may place such

advertising on the Services or in connection with the display of content or information from the Services whether submitted by you or others.

### **3. Privacy**

Any information that you provide to us is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

### **4. Passwords**

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account and with other accounts that you may connect to your ConnXus account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You are expressly prohibited from allowing any third party to access the Services or to view any Content on the Services using your account credentials.

### **5. ConnXus’s Rights**

All right, title, and interest in and to the Services and any content available on the Services are and will remain the exclusive property of ConnXus and its licensors. All content included on the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ConnXus or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Services is the exclusive property of ConnXus, with copyright protected by U.S. and international copyright laws. ConnXus trademarks and trade dress may not be used in connection with any product or service that is not owned by ConnXus, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ConnXus. All other trademarks not owned by ConnXus or its subsidiaries that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ConnXus or its subsidiaries.

You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding ConnXus, or the Services are entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **6. Content on the Services**

ConnXus has the right but not the obligation to monitor and edit all Content offered on the Services. You expressly acknowledge that ConnXus may incorporate into the Services in an anonymous and aggregated format any information you provide to ConnXus or upload to the Services related to third party suppliers, including without limitation, supplier name, address, phone number, email, contact information, tax ID number or other information (“Supplier Information”). You understand that you will not be owed any compensation, obligation or liability from ConnXus for any Supplier Information and that ConnXus may use Supplier Information for any purpose.

Visitors may post reviews, comments, and other content, and submit suggestions, ideas, comments, questions, or other information (“User Submissions”), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam”. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. ConnXus has the right but not the obligation to monitor and edit or remove any activity or content; however, ConnXus does not regularly review User Submissions. ConnXus takes no responsibility and assumes no liability for any content posted by you or any third party.

If you do post content or submit material, and unless we indicate otherwise, you grant ConnXus and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant ConnXus and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use or the Privacy Notice and will not cause injury to any person or entity; and that you will indemnify ConnXus or its associates for all claims resulting from content you supply.

## **7. Third-Party Links and Materials**

The Services may contain links to third-party websites, and other websites and resources may provide links to the Services (such websites collectively, “Third Party Services”). We do not endorse the content on Third Party Services. The links are provided for your convenience only. We have no control over the content on Third Party Services; therefore, we are not responsible or liable for the availability of, or any content, advertising or products on, or available, from such Third Party Services. You agree that ConnXus is not responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Services. You acknowledge that it may be necessary or appropriate to use the services, software, technology, data, and/or other content of third parties (collectively, “Third Party Materials”) either independently or in conjunction with certain features available through the Services. Such Third Party Materials may be downloaded to and/or

stored on your computer or otherwise employed in conjunction with certain aspects of the Services without notice. Your use of Third Party Materials may be subject to terms established by third-party providers, which may be different from these Terms of Use. Further, Third Party Materials may be sourced either through the Services or through a third-party websites. You agree that ConnXus assumes no liability with respect to your use of such Third-Party Materials.

## **8. Restrictions on Use of the Services**

We reserve the right at all times (but will not have an obligation) to suspend and or terminate users or reclaim usernames without liability to you.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, ConnXus's computer systems, or the technical delivery systems of ConnXus providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by ConnXus (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with ConnXus (NOTE: scraping the Services without the prior consent of ConnXus is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

ConnXus grants you a limited license to access and make limited use of the Services, and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of ConnXus. The Services, or any portion of the Services, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ConnXus. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of ConnXus so long as the link does not portray ConnXus, its associates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.

## **9. Ending These Terms**

The Terms will continue to apply until terminated by either you or ConnXus as follows.

You may end your legal agreement with ConnXus at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us at [dso@connxus.com](mailto:dso@connxus.com).

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our

provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except those Sections you would expect to survive termination. Nothing in this section shall affect ConnXus's rights to change, limit or stop the provision of the Services without prior notice, as provided above.

## **10. Disclaimers, Limitations of Liability and Indemnity**

Please read this section carefully since it limits the liability of ConnXus and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "ConnXus Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### **A. The Services are Available As-Is**

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, THE CONNXUS ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The ConnXus Entities make no warranty and disclaim all responsibility and liability for: (i) any actions, comments, advice or suggestions of ConnXus users or contributors; (ii) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (iv) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (v) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vi) any advice or information you receive through the Services; (vii) any injuries or harm you or a third party incurs as a result of information or advice received through the Services; and (viii) any condition, injury or harm to you or to a third party that occurred despite your use of the Services. No advice or information, whether oral or written, obtained from the ConnXus Entities or through the Services, will create any warranty not expressly made herein.

### **B. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONNXUS ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF

DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CONNXUS ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID CONNXUS, IF ANY, IN THE PAST SIX MONTHS FOR ACCESS TO THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE CONNXUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### C. Indemnity

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the ConnXus Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to (1) your failure to comply with the Terms; (2) any activity in which you engage on or through the Services; (3) User Submissions you post, submit, or transmit through the Services (including any links to other websites or resources contained in such User Submissions); (4) your use of or access to the Services or User Submissions; (5) your participation in any activities arising from the Services or User Submissions; (6) your connection to the Services or User Submissions; and/or (7) your violation of any rights of a third party.

### **11. GENERAL TERMS. Waiver and Severability**

The failure of ConnXus to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

#### *A. Dispute Resolution*

In the event you have a potential dispute with ConnXus, you agree to first contact us at [dso@connXus.com](mailto:dso@connXus.com) and provide: (i) a written description of the dispute; (ii) any relevant documents; and (iv) your proposed resolution (the "Dispute Notice"). In the event we are unable

to resolve the dispute within 30 days of our receipt of the Dispute Notice the dispute may then be submitted to arbitration consistent with the provisions below. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they chose to have any disputes resolved through arbitration. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER.

Any dispute relating in any way to your use of the Services or to products you purchase through ConnXus shall be submitted to confidential arbitration in Ohio, except that, to the extent you have in any manner violated or threatened to violate ConnXus' intellectual property rights, ConnXus may seek injunctive or other appropriate relief in any state or federal court in the state of Ohio, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms of Use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court.

You agree that any claim or cause of action arising out of or related to use of or access to the Services or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred, notwithstanding any contrary statute or law.

#### *B. Controlling Law and Jurisdiction*

These Terms and any action related thereto will be governed by the laws of the State of Ohio without regard to or application of its conflict of law provisions or your state or country of residence. Subject to the arbitration requirements provided above, all claims, legal proceedings or litigation to related to the Services shall be brought in Warren County, Ohio, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

#### *C. Export Laws*

Software available in connection with the Services may be subject to United States export controls. Software from the Services may not be downloaded or exported (A) into (or to a national resident of) any country to which the U.S. has embargoed goods; (B) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (C) in violation of any other U.S. export law. Downloading or using the software is at your sole risk.

#### *D. Entire Agreement*

These Terms of Use and the Privacy Notice constitute the entire agreement between you and ConnXus and govern your use of the Services (excluding any service for which you have a separate agreement with ConnXus that is explicitly in addition or in place of these Terms),,

superseding any prior agreements between you and ConnXus. When you use affiliate services or any third-party content, you may be subject to additional terms.

*E. Revisions to these Terms*

We may revise these Terms from time to time, the most current version will always be at <https://connxus.com/privacy-terms/>. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 9 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

*F. Assignment*

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ConnXus without restriction.

CONTACT US

Questions regarding our Terms of Use, Privacy Notice, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the menu. Or you can email us at [dso@connxus.com](mailto:dso@connxus.com).



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