

CONNXUS WEBSITE TERMS OF USE

Thank you for visiting the ConnXus website, mysuppliernetwork.com (the "Site"). The Site is operated by ConnXus, Inc. located at 5155 Financial Way, Suite #3, Mason, OH 45040. By accessing and using the Site, you agree to be bound by the terms and conditions below and the ConnXus Privacy Policy, which is incorporated by reference herein (collectively the "Terms"). If you do not agree with any of the Terms, please do not use this Site. ConnXus reserves the right to update or change the Terms at any time and for any reason, without notice. By continuing to use the Site, you agree to be bound by any such revisions and should therefore periodically visit and print the latest version for your records.

1. Basic Terms

You agree that this electronic Terms of Use agreement, combined with your accessing and using this Site 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 agree not to challenge the validity, enforceability, or admissibility of the Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms.

You are responsible for your use of the Site and for any consequences thereof. You may use the Site only if you can form a binding contract with ConnXus and are not a person barred from accessing the Site under the laws of the United States or other applicable jurisdiction. You may only use the Site if you are over 18 years of age or if you are under the direct guidance and supervision of your parent or guardian who has accepted the Terms on your behalf. Children under 13 years of age may not use or access the Site for any reason.

You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may use the Site only in compliance with the Terms and all applicable local, state, national, and international laws, rules and regulations.

Software available in connection with the Site may be subject to United States export controls. Software from the Site 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.

The Site is always evolving and the form and nature of the Site may change from time to time without prior notice to you. In addition, ConnXus may stop (permanently or temporarily) providing the Site (or any features within the Site) 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 Site may include advertisements, which may be targeted to information on the Site, queries made through the Site, or other information. The types and extent of advertising on the Site is subject to change. In consideration for ConnXus granting you access to and use of the Site, you agree that ConnXus, third party providers and partners may place such advertising on the Site.

2. PRIVACY

Any information that you provide to ConnXus is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Site 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 ConnXus. As part of providing you the Site, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Site, which you may not be able to opt-out from receiving.

3. ConnXus Rights

All content included on this Site, 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. ConnXus trademarks and trade dress may not be used for any purpose without express written permission from ConnXus.

All other trademarks not owned by ConnXus or its subsidiaries that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ConnXus or its subsidiaries.

ConnXus reserves all rights not expressly granted in the Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding ConnXus, or the Site is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

4. Restrictions on Use of the Site

We reserve the right to access, read, preserve, and disclose any information you provide on the Site as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of ConnXus, its users and the public. ConnXus does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

ConnXus grants you a limited license to access and make personal use of the Site. You agree not to download (other than page caching) or modify the Site, or any portion of it, without the express written consent of ConnXus. This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. You may not do any of the following while accessing or using the Site: (i) access, tamper with, or use non-public areas of the Site, ConnXus's computer systems, or the technical delivery systems of ConnXus's 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 Site 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 Site 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 Site 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 Site, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Site.

5. User Content on the Site

Visitors may post reviews, comments, and other content, and submit suggestions, ideas, comments, questions, or other information on the Site (“User Content”). All User Content is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted or provided on the Site and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Site or obtained by you through the Site is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted on the Site or endorse any opinions expressed on the Site. You understand that by using the Site, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will ConnXus be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Site.

ConnXus reserves the right, but is not obligated, to remove any User Content for any reason or for no reason, including User Content that ConnXus believes violates the Terms. ConnXus may also permanently or temporarily terminate or suspend a user without notice and liability for any reason, including if, in the sole determination of ConnXus, a user violates any provision of the Terms.

You agree not to post User Content that:

- Contains nudity, sexually explicit or obscene language or content;
- Creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, property damage, disfigurement, or physical or mental illness to any person, animal or property;
- Is a direct and specific threat of violence to others;
- Is abusive or harassing towards any individual or group of individuals. Specifically this includes, but is not limited to, use of epithets or slurs (such as the “N” word).
- Seeks to harm or exploit children, expose them to inappropriate content or present them in a sexual manner;
- Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- Seeks to obtain or expose personally identifiable information about third parties, or other users;
- Implies or portrays graphic violence or excessive use of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or any activities that may encourage users to engage in activities that are unsafe or dangerous;
- Contains any information or content that ConnXus Entertainment in its full discretion deems to be hateful, violent, harmful, abusive, racially or

- ethnically offensive, gory, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane or otherwise objectionable;
- Violates the rights of a third party, including copyright, trademark, trade secret, patent, other intellectual property, privacy, and publicity rights;
- Contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- Is fraudulent, false, misleading, or deceptive;
- Is defamatory or libelous;
- Misrepresents or presents disparaging remarks about ConnXus, its products, people, contest entries, products or companies;
- Is harassing, abusive, or constitutes spam; or
- Violates any applicable laws or regulations.

If you believe that another user has posted Content that violates your trademark or copyright rights please contact us at support@connXus.com.

By posting User Content or submitting material to ConnXus, 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 sub-licensees 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 the Terms of Use or the Privacy Policy 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.

6. Third Party Links

The Site may contain links to third-party websites, and other websites and resources may provide links to the Site (such websites collectively, "Third Party Sites"). We do not endorse the content on Third Party Sites. The links are provided for your convenience only. We have no control over the content on Third Party Sites; therefore, we are not responsible or liable for the availability of, or any content, advertising or products on, or available, from such Third Party Sites.

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 Site. Such Third Party Materials may be downloaded to and/or stored on your

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

7. Ending the Terms

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

You may terminate this legal agreement with ConnXus at any time for any reason by discontinuing your use of the Site.

We may suspend or terminate your access to all or part of the Site at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated the Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Site to you is no longer commercially viable.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Site, 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 Site without prior notice, as provided above in section 1.

8. Disclaimers, Limitations of Liability and Indemnity

A. The Site is Available "AS-IS"

Your access to and use of the Site or any information you access or view on or through the Site is at your own risk. You understand and agree that the Site and any information thereon is provided to you on an "AS IS" and "AS AVAILABLE" basis. ConnXus and its associates attempt to be as accurate as possible. However, ConnXus does not warrant that product descriptions, pricing or other content of this Site is accurate, complete, reliable, current, or error-free. Without limiting the foregoing, CONNXUS DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ConnXus makes no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Site or any information you access or view on or through the Site; (ii) any harm to your computer

system, loss of data, or other harm that results from your access to or use of the Site; (iii) the deletion of, or the failure to store or to transmit, any communications maintained by the Site; and (iv) whether the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from ConnXus or through the Site, will create any warranty not expressly made herein.

B. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONNXUS 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, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT, ADVICE OR INFORMATION OBTAINED FROM THE SITE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONNXUS 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 THE SITE 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 CONNXUS HAS 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. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless ConnXus 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 and (2) any activity in which you engage on or through the Site.

9. General Terms. Waiver and Severability

The failure of ConnXus to enforce any right or provision of the Terms will not be deemed a waiver of such right or provision. In the event that any provision of the 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 the Term will remain in full force and effect.

A. Controlling Law and Jurisdiction

In the event you have a complaint related to the Terms or your use of the Site, you agree to contact ConnXus by mail at the below address with a written description of the problem, all relevant documents, information and your proposed resolution.

The Terms and any action related thereto will be governed by the laws of Ohio without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Site will be brought solely in the state and federal courts in Warren County, Ohio, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

B. Entire Agreement

The Terms and our Privacy Policy are the entire and exclusive agreement between ConnXus and you regarding the Site (excluding any services for which you have a separate agreement with ConnXus that is explicitly in addition or in place of the Terms), and the Terms supersede and replace any prior agreements between ConnXus and you regarding the Site.

We may revise the Terms from time to time, the most current version will always be at <https://connxus.com/privacy>. 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 Site. If you do not wish to be bound by any such revisions to the Terms, you must end the Terms with us as set forth above. By continuing to access or use the Site after those revisions become effective, you agree to be bound by the revised Terms.

CONTACT US

Questions regarding our Terms of Use, Privacy Policy, 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 support@connXus.com.

Effective: July 7, 2017