

Terms of Use

This website is open to the public and has been established by:

- Conective Supply Chain Solutions, Inc., and subsidiaries (collectively, the “Company”) with offices at:

5215 Lamar Ave.,

Memphis, TN 38118

1. INTRODUCTION

Welcome to the Internet sites operated by subsidiaries and affiliates of the Company (“we”, “our” and “us”). These Internet sites offer a wide variety of resources, products and services, which include shopping services, communication tools, online directories, administrative services, download areas, advertising, some or all of which may be accessed through a variety of means (all of which are collectively called our “Site” or “Sites”). The term “you” or “your” includes any of your subsidiaries, affiliates, employees and parent or legal guardian.

PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing or using our Site in any way you are agreeing to comply with these Terms of Use, including any documents, policies and guidelines incorporated by reference (referred to collectively as the “Terms”). Certain services available through our Site, especially services for which you are asked to subscribe, may have their own terms and conditions that apply to your purchase or use of that particular service. The Terms do not alter in any way the terms or conditions of any of these other written or online terms and conditions or agreements you may have or will have with the Company. To the extent that there is any conflict between these Terms and any terms and conditions or agreements relating to services you have purchased or online tools you use or to which you subscribe, those other terms and conditions or agreements will govern.

2. AUTHORITY

By using our Site, you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our Sites with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms;

otherwise, please exit the Site. The Company suggests that you take advantage of any access controls offered through the Site or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

3. CHANGES TO THE TERMS OR SITE

The Company may change or modify the Terms from time-to-time without notice other than posting the amended Terms on the Site. The amended Terms will automatically be effective when posted on our Site. Your continued use of our Site after any changes in these Terms shall constitute your consent to such changes. The Company reserves the right to change, modify or discontinue, temporarily or permanently, the Site (or any portion thereof), including any and all content contained on the Site, at any time without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof).

4. ACCEPTABLE USE

You agree to use our Site and the Content (whether provided by us or others), as well as any Software provided in connection with the Site, in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to our Site, related Software, or Content, nor will you use our Site or related Software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any Content or use our Site in any manner that:

- is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
- infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
- removes any proprietary notices or labels on the Content;
- advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
- is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
- specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;

- constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- interferes with others using the Sites;
- is off-topic according to the description of the group, forum or webpage;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
- contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;
- disrupts, interferes or inhibits any other user from enjoying the Sites or other affiliated or linked websites, material, contents, products and/or services.
- uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or services;
- creates a false identity for the purpose of misleading others;
- prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
- uses any THE COMPANY domain name as a pseudonymous return email address;
- contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
- provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Sites;
- reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Sites or Content, use of the Sites, or access to the Sites;

- publishes, publicly performs or displays, or distributes to any third party any Content, including reproduction on any computer network or broadcast or publications media;
- systematically collects and uses any Content including the use of any data mining, or similar data gathering and extraction methods;
- makes derivative uses of the Sites or the Content;
- uses, frames, or utilizes framing techniques to enclose any portion of the Sites (including the images found at the Sites or any text or the layout/design of any page or form contained on a page); and/or
- modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our Site. For purposes of these Terms, “reverse engineering” shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site’s underlying technology.
- Unless you are participating in an area of the Site that requires or encourages anonymity, we encourage you to use your real name.

5. SITE SECURITY

Violating the security of our Site is prohibited and may result in criminal and civil liability. THE COMPANY may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

6. GEOGRAPHICAL RESTRICTIONS

Unless expressly and specifically stated otherwise on the Site, the Company provides this Site for use only by persons located within the countries in which the Company operates. The Company makes no representation that all products, services and/or material described on the Site are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access our Site from other locations do so on their own initiative and are responsible for compliance with local laws.

7. GENERAL PRACTICE REGARDING USE AND STORAGE

You acknowledge that the Company may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on the Company's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. Your use of this Site constitutes your consent to allow the Company to store electronic communications on its servers. You agree that the Company has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Site. You acknowledge that the Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Company reserves the right to modify these general practices and limits from time to time.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF OUR SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITES, ANY SITE-RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR SITE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITH THE SITES AND ANY SITE-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY AND ITS CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

THE COMPANY AND ITS SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR SITE WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR

DOWNLOAD FROM THE SITE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR SITE OR SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE OR OUR SOFTWARE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM OUR SITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR SITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

9. ENFORCEMENT

The Company reserves the right but does not assume the obligation to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the Sites and/or services, and/or by removing, screening, or editing of content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue.

The Company may access, use, and disclose transaction information and any content provided by you to comply with the law (e.g., a lawful subpoena) or based on the Company's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to initiate, render, bill, and collect for services, to protect our rights or property, or to protect users of the Company's services, the Site and other persons or entities from fraudulent, abusive, or unlawful use of the Site or any such services. INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE

TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD-PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SITES, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE SITES, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO OUR SITE, EVEN IF THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR

UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

11. INDEMNIFICATION

To the extent permitted under applicable law, you agree to indemnify, defend and hold harmless the Company and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of Submitted Material or any other content you submit, post or upload to or transmit through our Site, your use of our Site, your connection to our Site, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with the Company or your use of our Site. The Company reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses.

12. TERMINATION/SUSPENSION

You agree that the Company may immediately terminate or suspend your account, any associated email address, and access to all or any part of the Sites or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Sites (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if the Company elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within the Sites, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the Sites. You agree that all terminations and suspensions for cause shall be made in the Company's sole discretion and that the Company shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated email address, or access to the Sites. Further, the Company reserves the right, to immediately terminate or suspend your account, any associated email address, and

access to the Sites at any time for any reason and without notice to you in its sole discretion.

13. MISCELLANEOUS

The Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Tennessee, as applicable to agreements made and to be performed in Tennessee. You agree that any legal action or proceeding between the Company and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Tennessee. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of the Company. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our Site within one year after it arises.

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The cookies used by the Company are essentially those related to the operation of our website. The others are third-party cookies used by our partners. The distribution and use of cookies by third parties are subject to their own cookie policies.

Cookie List—A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first-party cookies. We also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting – for our advertising and marketing efforts. More specifically, we use cookies and other tracking technologies for the following purposes:

Functional Cookies—these cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies then some or all of these services may not function properly.

Strictly Necessary Cookies—These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. These cookies do not store any personally identifiable information.

Targeting Cookies—These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

Performance Cookies—These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

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