

## Avetta, LLC

### End User Service Agreement

Date of Last Revision: August 31, 2018

Effective Date: September 30, 2018

Welcome to Avetta, a SaaS supply chain management platform that connects the world's leading organizations with qualified professional suppliers, contractors, and vendors. Except as specifically described below the Avetta services and Site (collectively, "**Avetta Network**" or "**Avetta Services**") are operated by Avetta, LLC. and its corporate affiliates and are provided through the Avetta website at [www.avetta.com](http://www.avetta.com) or the mobile version thereof (together the "**Site**"). Your use of the Avetta Services and the Site are governed by this End User Service Agreement ("**Agreement**"), whether or not you are a registered subscriber to the Avetta Services or the Site.

Avetta reserves the right, in its sole discretion, to change, modify, add, or delete portions of these Terms of Service at any time with 30 days' prior notice sent via email. If we do this, we will also post the changes to this Agreement on this page with 30 days' notice prior to the effective date of such changes and will indicate at the top of this page the date this Agreement was last revised. Your continued use of the Avetta Services after the effective date of any such changes constitutes your acceptance of the updated Agreement. If you do not agree to abide by these or any future versions of this Agreement, do not use or access (or continue to use or access) the Avetta Services. It is your responsibility to regularly check the Site to determine if there have been changes to this Agreement and to review such changes.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SITE OR AVETTA SERVICES. THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY, YOUR OBLIGATION NOT TO UPLOAD SENSITIVE DATA, A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW AND WHERE DISPUTES WILL BE RESOLVED, , AS WELL AS A CLASS ACTION ARBITRATION WAIVER. YOU AGREE THAT ALL AVETTA SERVICES OFFERED ON THE SITE WILL BE USED BY YOU FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

THE AVETTA SERVICES ARE USED TO CONDUCT PREQUALIFICATION CHECKS BASED ON THE PARAMETERS PROVIDED BY AVETTA'S CLIENTS AND INFORMATION PROVIDED BY YOU.

WHEN YOU SUBSCRIBE TO THE AVETTA SERVICES WE CHARGE AN ACTIVATION FEE TO YOUR CREDIT CARD OR BANK ACCOUNT YOU PROVIDE TO US (THE "**PAYMENT ACCOUNT**"), AND WE SAVE YOUR PAYMENT ACCOUNT INFORMATION. YOU AGREE THAT ANY PAYMENT ACCOUNT INFORMATION YOU PROVIDE TO US IS AN ACCOUNT ESTABLISHED SOLELY FOR BUSINESS OR COMMERCIAL PURPOSES, AND IS NOT, AND HAS NOT BEEN, USED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. UNLESS YOU TERMINATE YOUR SUBSCRIPTION, YOUR PAYMENT ACCOUNT WILL BE AUTOMATICALLY CHARGED IN EACH OF THE FOLLOWING CIRCUMSTANCES:

- **YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED AND YOUR PAYMENT ACCOUNT WILL BE AUTOMATICALLY CHARGED EVERY 12 MONTHS BASED ON THE DATE YOU ORIGINALLY SUBSCRIBED TO THE AVETTA SERVICE UNLESS YOU CONTACT US TO CANCEL YOUR ACCOUNT AT LEAST 30 DAYS PRIOR TO YOUR RENEWAL DATE.**
- **YOUR PAYMENT ACCOUNT WILL BE AUTOMATICALLY CHARGED EVERY TIME YOU UPGRADE YOUR SUBSCRIPTION BY ADDING A CLIENT SITE OR ADDING A PRODUCT.**
- **YOUR PAYMENT ACCOUNT WILL BE AUTOMATICALLY CHARGED EVERY TIME YOUR SUBSCRIPTION IS UPGRADED BY A CLIENT THAT SELECTS YOU FOR THEIR APPROVED SUPPLIER LIST.**
- **YOUR PAYMENT ACCOUNT WILL BE AUTOMATICALLY CHARGED EVERY TIME A CLIENT INFORMS AVETTA THAT YOU ARE PART OF THAT CLIENT'S SUPPLY CHAIN.**

SEE THE "SUPPLIER CONTENT AND SUPPLIER LISTS" SECTION OF THIS AGREEMENT AND THE REFUND AND RENEWAL POLICY IN ATTACHMENT 2 FOR MORE DETAILS.

**IF YOUR PAYMENT ACCOUNT INFORMATION CHANGES, YOU MUST CONTACT AVETTA AT 949-936-4500 TO PROVIDE UPDATED PAYMENT ACCOUNT INFORMATION. IF AVETTA IS NOT ABLE TO CHARGE YOUR PAYMENT ACCOUNT AS DESCRIBED ABOVE YOUR SUBSCRIPTION WILL BE TERMINATED AS OF THE END OF YOUR THEN CURRENT SUBSCRIPTION TERM.**

BY CLICKING THE BOX BELOW YOU ARE SIGNIFYING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WHETHER OR NOT YOU ARE A REGISTERED SUBSCRIBER TO THE AVETTA SERVICES OR SITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE AVETTA SERVICES. THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND AVETTA. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY LEAVE THIS SITE AND MAY NOT USE THE AVETTA SERVICES.

## **1. DEFINITIONS**

As used herein, or with any associated document to this Agreement:

- **"Audit"** refers to Avetta's objective evaluation of Supplier procedures and practices to assess Supplier's compliance with relevant regulatory standards or industry best practices.
- **"Avetta", "We", "Our", or "Us,"** refers to Avetta, LLC or its affiliates and subsidiaries.
- **"Client"** means a company, business entity or other person that seeks to engage or qualify one or more Suppliers and has agreed to become a member of the Avetta Network.
- **"Compliance Information"** refers to information provided by Avetta to Supplier when implementing and providing the Avetta Services, including but not limited to information

- on regulations, interpretation of regulations, compliance, insurance and qualifications, certifications and licenses for Employees.
- “**Content**” means information, data, text, software, graphics, messages, tags, or other materials publicly posted or privately transmitted by a Supplier, Client or Avetta.
  - “**Employee**” refers to any employees or agents of a Client or Supplier accessing the Avetta Services and/or Site on behalf of the Client or Supplier.
  - “**General Access Data**” is a Supplier’s account information, name, description of services, the states, countries and jurisdictions in which Supplier operates and/or have offices, contact information of Supplier’s listed main point of contact, and Supplier’s logo.
  - “**Limited Access Data**” is a Supplier’s PQF, specific insurance information, any and all data gathered during an Audit, and EMR and OSHA data.
  - “**PQF**” means a Supplier’s Prequalification Form.
  - “**Sensitive Data**” refers to, but is not limited to, information about physical or mental health or condition, racial or ethnic origin, sex life, trade union membership, political opinions or criminal records (including commission or alleged commission of any offense) concerning any individual whomsoever.
  - “**Supplier**” means the individual, company, business entity, or other person that provides or seeks to provide contractor services to one of more Clients and has agreed to become a member of the Avetta Network.
  - “**Supplier Content**” refers to all Content Supplier uploads or submits to Avetta in connection with Supplier’s use of the Avetta Services and Site. Supplier Content may include Limited Access Data, General Access Data, name, account information the states, countries and jurisdictions in which Supplier operates and/or has offices, contact information, Supplier’s trademarks and service marks, Supplier’s Prequalification Forms, specific insurance information, any and all data gathered during an Audit, and EMR and OSHA data.
  - “**You**” and “**Your**” refer to, and includes, You (i) as an individual, (ii) as the Employee of the Client or Supplier using or accessing the Site, and (iii) as the Client or Supplier entity you represent.

## 2. AVETTA SERVICES

The Avetta Services are those services that Avetta provides to You as a member of the Avetta Network through the Site or otherwise. Avetta is an online subscription service providing its Client and Supplier subscribers with access to a variety of services related to prequalification checks. Avetta provides prequalification checks based on the parameters provided by Clients. Such prequalification services are carried out in an automated manner.

The Avetta Services are offered through a variety of subscription plans at varying price levels, including special promotional plans or subscriptions with limitations.

Avetta reserves the right to change, modify, suspend or discontinue all or any portion of the Site or any of the Avetta Services, in its sole discretion, with 30 days’ prior notice. Avetta may also impose limits on certain features or restrict Your access to parts of or the entire Site or the Services in its sole discretion without notice or liability.

Avetta may change pricing for the Avetta Services at any time. You will be notified, in writing, at least 30 days before any increase in service fees beyond the then current pricing. If you are a Supplier and your subscription changes to a new pricing tier, you will be notified at least 30 days before the price increase takes effect. This Agreement (including the changed pricing) will remain in effect unless You deliver written notice of termination to Avetta within 30 days following such notice.

### 3. WITHHOLDING OF TAXES

Any applicable taxes relating to the payment due to Avetta under the terms of this Agreement shall be borne by you and withheld by you on behalf of Avetta when you pay the subscription fee to Avetta.

It is your obligation to provide Avetta a copy of the tax receipt to substantiate that tax payments have been properly settled on behalf of Avetta.

Any failure on your part to withhold or submit tax payments to the relevant tax authorities that leads to any subsequent penalty, surcharges or disallowance of a tax deduction claim shall be your sole obligation, and you shall indemnify Avetta for any and all costs, expenses, and penalties it incurs due to such failure.

### 4. THIRD PARTY SERVICES

Avetta may use and make available third party services to You through the Avetta Services and Site (“**Third Party Services**”). Use of Third Party Services is governed by the terms provided by the supplier of the Third Party Services. Avetta assumes no liability or responsibility whatsoever for Third Party Services You elect to use. You may not install or use any Third Party Services in a manner that creates any obligations for Avetta. Avetta may include convenience charges for the Third-Party Services as part of Your subscription.

### 5. USE OF THE AVETTA SERVICES

You are granted a limited non-exclusive, non-transferable, revocable license to access and use the Avetta Services and Site for which you have a valid subscription strictly in accordance with this Agreement and solely for Your legitimate internal business purposes. Only Employees authorized by the subscribing Client or Supplier may access and use the Avetta Services and Site. You may not use login credentials to access the Avetta Services and Site from outside the country for which your credentials were issued. Your login credentials may restrict Your access to certain materials otherwise available through the Avetta Services. Use of or access to the Avetta Services other than as specifically authorized herein, without the prior written permission of Avetta, is strictly prohibited and will terminate the license granted herein. Such license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. All rights not expressly granted herein are reserved by Avetta. This license may be revoked, in whole or in part, by Avetta at any time without notice and with or without cause.

Your license to access and use the Avetta Services is subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for Your own archival purposes in connection with your authorized use of the Avetta Services), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Avetta Services or any Content (defined below) obtained through the Avetta Services; (b) use the Avetta Services or any Content obtained through the Avetta Services to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content available through the Avetta Services; (d) use any Content obtained through the Avetta Services in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Avetta or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Avetta

Services; (f) make any portion of the Avetta Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Avetta Services or Avetta software or use any network monitoring or discovery software to determine the Avetta Services architecture; (h) use any automatic or manual process to harvest information from the Avetta Services; (i) use the Avetta Services for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addresses; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Avetta Services in a manner that violates any applicable law, rule or regulation including without limitation, those regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Avetta Services or any portion thereof, or any software available on or through the Avetta Services, in violation of export control laws or regulations of the United States or any other country.

## 6. CONTENT

Suppliers expressly agree that as part of the Avetta Services, Avetta will carry out Audits, which are objective evaluations of Supplier procedures and practices to assess Your compliance with relevant regulatory standards or industry best practice. Content may be provided through the Avetta Services or on the Avetta Site, by Avetta, Clients and/or Suppliers. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of party from whom such Content originated. Avetta does not control the Client or Supplier Content posted on the Site, or provided through the Avetta Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Avetta Services and/or Site, you may be exposed to Content that You may consider to be offensive, indecent or objectionable. Under no circumstances will Avetta 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 because of the use of any Content posted, emailed, transmitted or otherwise made available on the Site or through the Avetta Services.

Avetta and its designees reserve the right (but not the obligation), in their sole discretion, to pre-screen, refuse to post or transmit, or remove any Content that is available on the Site or through the Avetta Services. Without limiting the foregoing, Avetta and its designees shall have the right to remove (at its sole discretion) any Content that violates this Agreement or is otherwise objectionable. You agree and acknowledge that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that Avetta may access, retain, store and disclose Your account information and Content if required to do so by law or based on Avetta's good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to Your requests for customer service; or (e) protect the rights, property or safety of Avetta, its users and the public. Avetta reserves the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, account information, email addresses, usage history, posted materials, IP addresses and traffic information.

You understand that the technical processing and transmission of the Site, including Your Content, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You are solely responsible for all Supplier Content that You upload, post, email, transmit or otherwise make available through the Site or the Avetta Services, and the consequences of submitting such Supplier Content.

YOU EXPRESSLY AGREE NOT TO UPLOAD OR SUBMIT ANY SENSITIVE DATA TO AVETTA IN CONNECTION WITH YOUR USE OF THE AVETTA SERVICES AND SITE. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT ALL INFORMATION AND DOCUMENTS YOU UPLOAD OR SUBMIT IN CONNECTION WITH YOUR USE OF THE AVETTA SERVICES AND SITE CONTAIN NO SENSITIVE DATA.

## 7. SUPPLIER CONTENT AND SUPPLIER LISTS

**License to Supplier Content.** You hereby grant to Avetta a non-exclusive, transferable, fully-paid up, worldwide, perpetual, irrevocable license and right (i) to use, modify, copy, reproduce, transmit, sub-license, index, model, aggregate, publish, display and distribute Your Supplier Content to provide the Avetta Services to You and all of Avetta's other Client and Supplier customers, and (ii) to irrevocably anonymize and aggregate Your Supplier Content in order to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services relating to prequalification checks.

Notwithstanding the foregoing, if You are a Supplier and have submitted Supplier Content, You acknowledge and agree that: (i) Your Supplier Content will be shared with other authorized Client users appearing on Your "**Client List**" which are linked to Your account; (ii) Clients can link to Your account and You can review Your Supplier Content at any time by logging in to Your account; (iii) at any time You can add or remove any Client from Your Client List by either contacting Us or using the Web interface; (iv) any user from a Client not listed on Your Client List cannot access Your Limited Access Data; and (v) other Suppliers do not have access to Your Limited Access Data.

You further acknowledge and agree that: (i) General Access Data will be used to assist Clients who are searching for potential bidders; (ii) only Clients listed on the Avetta Client list will be able to view General Access Data; and (iii) General Access Data is not public data, but is password protected and shared only with Avetta consortium Client members of the Avetta Network.

You acknowledge and agree that any of Avetta's consortium Client members of the Avetta Network may add Your account to the approved "**Supplier List**" of such Client. This generates a notification email to Your primary user, stating which Client added You to its approved Supplier List and when. If You do not wish to associate Your account with that Client, You may remove Your account from their approved Supplier List by contacting Avetta, in which case the Client will be notified that You requested to be removed from such Client's approved Supplier List. If you do not ask Avetta to remove Your account within 3 days of such notification, Your Payment Account will be automatically charged as described above and in Attachment 2 "**Refund Policy for Suppliers**".

Avetta will use commercially reasonable efforts to accurately record, store and provide access to the Supplier Content submitted by You through Your account that appears on the Site and through the Avetta Services. Upon logging in or by request, You will be provided with a completed copy of any Audit that Avetta has performed on You as it will appear to Avetta and Clients on the Site and through the Avetta Services. It shall be Your responsibility to review the Supplier Content contained in such completed Audits and to verify that the information contained in the Audit form is and remains complete and accurate. You further agree to promptly notify Avetta of any errors or omissions in the Supplier Content pertaining to You contained on the Site or available through the Avetta Services.

You acknowledge and agree that any Audit performed by Avetta is for the purpose of gathering the required documentation for review by potential Clients. Avetta is not responsible for record retention with respect to Your records or any information You provide to Avetta in connection with Your use of the Avetta Services and Site. Unless, prior to Avetta's disposal of any of Your information, You specifically request Avetta in writing to have any of Your documentation returned to You, Avetta has the right to dispose of such information without returning such information to You.

## 8. AVETTA PROPRIETARY RIGHTS

Avetta (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the Avetta Services (and all underlying technology, software and analytics), and Content provided by Avetta (but excluding Client and Supplier Content), any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived of, originated or prepared in connection with the Avetta Services or related to the provision of Services pursuant to this Agreement.

All trademarks, logos, and service marks displayed through the Avetta Services and Site, are registered and unregistered trademarks of Avetta, its affiliates, licensors or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. You may not use such marks without the prior written permission of Avetta, or the owner of the marks. Avetta reserves all rights not expressly granted in and to the Avetta Services and Site, and all Avetta Content. The Avetta Services and Site, and all of the Avetta Content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is owned by Avetta and its licensors, and protected by U.S. and international copyright laws.

## 9. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

- You are entering into this Agreement in Your professional capacity for trade, business, or professional purposes only, as a specialized services provider (if You are a Supplier), or as an operator in the field for which You seek a Supplier (if You are a Client), and not for your personal, family, or household purposes;
- the Payment Account information You have provided to Avetta is for an account established and used solely for business or commercial purposes, and is not used for personal, family, or household purposes;
- You possess the legal right and ability to enter into this Agreement and to comply with its terms;
- You will use the Avetta Services and Site for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies;
- You will only use the Avetta Services and Site on a computer and/or mobile phone on which such use is authorized by the computer's and/or mobile phone's owner;
- the information that You provide is true and accurate and You have the right to provide such information;
- You are, at minimum, the age of majority in your jurisdiction of residence and You are an individual who is capable to form legally binding contracts under applicable law on behalf of the entity You represent.
- You agree not to:
  - upload, post, email, transmit or otherwise make available any Content that is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- use the Avetta Services or Site to harm anyone in any way;
- use the Avetta Services or Site to impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Avetta Services or Site;
- remove any proprietary notices from the Site or the Avetta Services;
- cause, permit or authorize the modification, creation of derivative works, or translation of the Avetta Services or Site without the prior written permission of Avetta;
- use the Avetta Services or Site for fraudulent or unlawful purposes;
- attempt to decompile, reverse engineer, disassemble or access in an unauthorized manner the Site or the Avetta Services, or to defeat or overcome any encryption technology or security measures implemented by Avetta with respect to the Site or the Avetta Services, or any of the Avetta Services and/or data transmitted, processed or stored by Avetta;
- change Your Payment Account information to include any credit card or bank account that is established by You primarily for personal, family, or household purposes
- upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Site, the Avetta Services, or servers or networks connected to or operated in connection with the Site or Avetta Services, or disobey any requirements, procedures, policies or regulations of networks connected to or operated in connection with the Site or Avetta Services;
- use the Site or the Avetta Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation;
- use the Site or the Avetta Services to provide material support or resources (or to conceal or disguise 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 U.S.A, Immigration and Nationality Act or any similar legislation in other jurisdictions;
- use the Site or the Avetta Services to "stalk" or otherwise harass another; and/or
- use the Site or the Avetta Services to collect or store personal data about other users in connection with the prohibited conduct and activities set forth above.

## 10. CONFIDENTIALITY OBLIGATIONS

Avetta Confidential Information is defined as (i) any and all information to which Supplier is given access or receives regarding any other Supplier or Client, and (ii) any information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by Avetta or revealed as a result of Avetta's provision of the Avetta Services; provided, however, that Confidential Information shall not



include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Avetta or any Client or Supplier, (ii) was known by You prior to its disclosure by Avetta or any Client or Supplier, (iii) is received from a third party without breach of any obligation owed to Avetta or any Client or Supplier, or (iv) was independently developed by You without the use of or reference to Avetta Confidential Information.

You shall not use or disclose any Avetta Confidential Information for any purpose other than for Your legitimate internal business purposes as necessary to realize the benefits of the Avetta Services offered by Avetta to You. You will use the same degree of care that You use to protect Your own confidential information of a like kind (but not less than reasonable care). You will limit access to Avetta Confidential Information to those employees and personnel who need that access for purposes consistent with using the Avetta Services and Site provided by Avetta to Supplier.

Supplier Confidential Information is defined as Supplier's proprietary, non-public information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by Supplier to Avetta as a result of Avetta's provision of the Avetta Services; provided, however, that Confidential Information shall not include any information that (i) was known by Avetta prior to its disclosure by You or any Client, (ii) is received from a third party without breach of any obligation owed to You or any Client, or (iii). Avetta may disclose Supplier Confidential Information for Avetta's legitimate business purposes as necessary to provide the Avetta Services offered to You and Avetta Clients. Avetta will limit access to Your Supplier Confidential Information to those Avetta employees and personnel and Clients, who need access to Your Supplier Confidential Information for purposes of Avetta's provision of the Avetta Services and Site, as provided by Avetta to Supplier and Clients.

## **11. INDEMNIFICATION FOR THIRD PARTY CLAIMS**

You agree to defend, indemnify and hold harmless Avetta and Avetta's officers, directors, members, managers, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") arising out of or resulting from any third party claim, suit, action or proceeding based on (i) Your use of the Avetta Services or Site, including, but not limited to, any third party claim, suit, action or proceeding arising out of such third party accessing the Supplier Content provided by You in connection with Your use of the Avetta Services or Site, or (ii) Your use of or reliance upon any and all Content provided through the Site or Avetta Services.

The indemnification obligation herein shall be contingent on Avetta promptly providing (i) written notice of any request for indemnification covered by this indemnification and (ii) cooperation in connection with Your provision of the indemnification, defense or settlement of such claims hereunder. The foregoing indemnification obligations shall not apply to any portion of a claim that results from the negligence or misconduct, or other intentional act or omission of Avetta.

## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF A PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY (SECTION 10)

AND INDEMNIFICATION OBLIGATIONS (SECTION 11), TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

### **13. FORCE MAJEURE**

Notwithstanding anything to the contrary herein, neither You nor Avetta shall be deemed to be in default of any provision of this Agreement, or be liable to each other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under its control or other similar causes.

### **14. NO WARRANTIES**

YOU ACKNOWLEDGE AND AGREE THAT AVETTA MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, AND GUARANTEES OR REPRESENTATIONS IMPOSED BY LAW, INCLUDING THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NON-INFRINGEMENT, ACCURACY, CORRECTNESS, COMPLETENESS OR CORRESPONDENCE WITH DESCRIPTION AND ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL SERVICES PROVIDED BY AVETTA HEREUNDER ARE PERFORMED AND PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

You also acknowledge and agree that Your use of the Avetta Services and/or Site does not guarantee your hiring or acceptance by any Client of Avetta. You are solely responsible for your interactions with other members of the Avetta Network. Avetta is not responsible for and hereby disclaims any responsibility or liability regarding interactions or disputes between or among You and any other Avetta Clients or Suppliers.

### **15. DISCLAIMER OF QUALIFICATION, REGULATORY AND COMPLIANCE INFORMATION.**

Avetta may provide Compliance Information to you when implementing and providing the Avetta Services. Such Compliance Information is offered for informational purposes only and Avetta does not warrant the Compliance Information in any way. Avetta has no duty to update you on any changes to the Compliance Information or any legal or regulatory changes. Compliance Information may vary by jurisdiction. You agree (A) to assume full responsibility for confirming the accuracy, legality and jurisdictional applicability of all Compliance Information before you use such Compliance Information; (B) that Avetta shall have no liability with respect to any Compliance Information; and (C) use of or reliance upon any Compliance Information is at your own risk.

### **16. NOTICES, PERMISSIONS, AND APPROVALS**

All notices, permissions and approvals provided hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Avetta's addresses for such purposes is: Avetta, LLC, 549 Timpanogos Circle, Orem UT 84097, Attention: Legal Department. The address Avetta shall use to provide you with any notice shall be those addresses Supplier provides to Avetta in Supplier's profile.

## **17. GOVERNING LAW AND VENUE; ARBITRATION**

Avetta and You agree that this Agreement shall be governed exclusively by Utah law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations Convention on Contracts for International Sale of Goods is hereby expressly excluded. YOU EXPRESSLY WAIVE ANY RIGHT TO INVOKE OR CLAIM APPLICATION OF ANY OTHER LAW TO GOVERN THE CONCLUSION, PERFORMANCE, FAILURE TO PERFORM, TERMINATION OR EXPIRY OF THIS AGREEMENT. Subject to the Agreement to Arbitrate provisions below, Avetta and You agree that any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Avetta Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah.

IN THE EVENT OF A DISPUTE BETWEEN YOU AND AVETTA ARISING UNDER OR RELATING TO THE SITE OR AVETTA SERVICES, EXCEPT WHERE PROHIBITED BY LAW, YOU OR AVETTA MAY CHOOSE TO RESOLVE THE DISPUTE BY BINDING ARBITRATION, AS DESCRIBED BELOW, INSTEAD OF IN COURT. ANY CLAIM (EXCEPT FOR A CLAIM CHALLENGING THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER) MAY BE RESOLVED BY BINDING ARBITRATION IF EITHER SIDE REQUESTS IT. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

### **Class Action Waiver**

EXCEPT WHERE PROHIBITED BY LAW, ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR WITH A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, You or Avetta may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

### **Governing Laws and Rules for Arbitration**

These arbitration terms are governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with Judicial Arbitration and Mediation Services, Inc (JAMS). The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply.

### **Fees and Costs**

Each party shall pay for all of its costs to litigate or arbitrate this Agreement including, but not limited to, the costs of its attorney's fees, filing fees, proceedings, or travel. The parties shall share equally in the arbitrator's fees and expenses and the cost of third-party facilities used for arbitration hearings.

### **Hearings and Decisions**

Arbitration hearings will take place in Salt Lake County, Utah, USA. A single arbitrator will be appointed. The arbitrator must: (i) follow all applicable substantive law, except when contradicted

by the FAA; (ii) follow applicable statutes of limitations; (iii) honor valid claims of privilege; and (iv) issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either You or Avetta may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

### **Other Beneficiaries of this Provision**

In addition to You and Avetta, the rights and duties described in these arbitration terms apply to Avetta's affiliates and Avetta's and our Affiliates' officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint account holders and authorized users of Supplier's account(s).

### **Survival of this Provision**

This arbitration provision shall survive: (i) closing of Your account; (ii) voluntary payment of Your Account or any part of it; (iii) any legal proceedings to collect money You owe; and (iv) any bankruptcy by You.

## **18. MISCELLANEOUS TERMS**

Supplier and Avetta are independent contractors of each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Supplier and Avetta. You may not assign or delegate Your rights or obligations under this Agreement without the prior written consent of Avetta. Avetta may assign its rights under this Agreement including without limitation, in connection with the sale of Avetta, whether by merger, asset sale, stock sale or otherwise. Further, Avetta may perform any or all of its obligations through an affiliate or a third party contractor. Any provisions of this Agreement which are intended by their nature to survive termination or expiration shall so survive termination of this Agreement, including without limitation, Your indemnification obligations, limitations on liability, confidentiality obligations, and the governing law and venue provisions. The parties have expressly requested that this Agreement and any related document be prepared in the English language. The English text shall be controlling in all respects, notwithstanding any translation hereof required under the laws or regulations of another country. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof. This Agreement is the entire agreement between Supplier and Avetta regarding Supplier's use of the Avetta Services and the Avetta Site and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any provision of this Agreement that is held to be wholly or partially invalid, illegal or unenforceable will be deleted from this Agreement to the extent that it is invalid, illegal, or unenforceable and the remaining provisions will continue in full force and effect. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

## **19. SUPPLEMENTAL TERMS**

The terms of this Agreement are applicable for all users of the Site and Avetta Services. However, in order to properly govern additional terms of Supplier's use of the Site and the Avetta Services, below are links to supplemental terms, which are hereby incorporated into this Agreement by this reference.

**NAME OF ATTACHMENT**

PRIVACY POLICY

REFUND POLICY

**ATTACHMENT/LINK**

ATTACHMENT 1

ATTACHMENT 2

## ATTACHMENT 1

### PRIVACY POLICY

#### **Avetta, LLC Privacy Policy**

This Privacy Policy was last updated on November 11, 2017.

1. Scope of this Privacy Policy
2. Collection of Information
3. Cookies and Other Tracking Technologies
4. Do Not Track Disclosure
5. Use of Your Personal Data and Legal Bases for Use
6. Children's Privacy
7. Your Choices and Selecting Your Privacy Preferences
8. Access to and Accuracy of Your Personal Data – Exercising Your Rights
9. Security
10. Changes to this Privacy Policy
11. Cross Border Transfer of Data
12. Contacting Us

#### **1. SCOPE OF THIS PRIVACY POLICY**

This privacy policy ("Privacy Policy") describes how Avetta, LLC and its worldwide affiliated group companies, whether acting as data controllers or as data processors on behalf of our customers (collectively, "Avetta") will use the personal data collected when you visit the Avetta websites, application websites and mobile platforms that contain a link to this Privacy Policy (each, a "Service") or provide goods or services to Avetta. A Service may supplement this Privacy Policy with additional privacy terms or with additional privacy notices in connection with certain features of that Service. For the purpose of applicable European data protection legislation, the "data controller" for your personal data is Avetta 549 E Timpanogos Circle, Bldg G Orem UT 84097. This Privacy Policy does not apply to websites, applications or mobile platforms that are operated by third parties, even if linked to a Service. For example, a Service also may provide access to social media features, message boards, chat, forums, blogs, profile pages and other services to which you are able to post personal data and materials. Any information you post or disclose through these services is public. Please be careful when disclosing personal data in these public areas. We encourage you to review the privacy policies posted on third-party websites, applications and mobile platforms.

By using any of our Services, you agree that any information, including personal data, that we collect from or about you through a Service will be handled as described in this Privacy Policy. Your use of any Services, and any dispute over privacy, is subject to this Privacy Policy and any other applicable policy or terms, such as the End User Service Agreement.

#### **2. COLLECTION OF INFORMATION**

Avetta may collect information, which may include personal data directly from your input, from third parties, and/or automatically through a Service's technologies. We may combine information collected from or about you from these various sources. In order to enter into our End User Service Agreement and provide the Services to you, it is necessary for you to provide the

personal data requested on our relevant websites, application websites and mobile platforms. Failure to provide that personal data will result in our inability to provide the Services to you.

a. Information provided by you

The types of information Avetta collects directly from you may include the following, as well as any other information type that we expressly request, such as by entering and submitting the information to a Service:

- Contact information, such as your name, email address, and telephone number;
- Usernames and passwords;
- Payment information, such as a credit or debit card number;
- Educational and employment background information, including information required for background tests or other employment-related screenings;
- Comments and feedback;
- Interests and communication preferences; and
- Any other information that you provide to Avetta through a Service.

You are free to submit personal data to us. However, your failure to provide such information may prevent us from providing a Service to you or purchasing goods or services from you.

b. Information we collect from third parties

We may also collect information about you from third parties. For example, we may also collect information about you from vendors who provide background and screening services. We may collect information about you from your employer or a company wishing to engage you as a contractor. To the extent that you provide personal data about someone other than yourself, you warrant that you are duly authorized to provide such personal data to us for the purposes described in this Privacy Policy.

c. Information collected automatically

Each Service automatically collects certain information regarding your use of that Service.

Examples of information collected automatically include:

- Internet Protocol (“IP”) address used to connect your computer to the Internet;
- Computer, device and connection information, such as browser type and version, operating system, mobile platform and unique device identifier (“UDID”) and other technical identifiers;
- Uniform Resource Locator (“URL”) click stream data, including date and time, and content you viewed or searched for on a Service;
- Location information for location–aware Services to provide you with more relevant content for where you are in the world.

We may use and disclose automatically collected information for any purpose as set forth in this Privacy Policy, except where we are restricted by applicable law. If we combine any automatically collected information with personal data, the combined information will be treated by us as personal data. We may also use aggregated information for any purpose insofar as this information does not identify specific individuals and so is not personal data.

### **3. COOKIES AND OTHER TRACKING TECHNOLOGIES**

The Service may also automatically collect information through the use of cookies or similar technologies, such as web beacons. Cookies are small text files that a website sends to the browser on your computer or mobile device when you first visit a web page so that the website can recognize your device the next time you visit. Most websites typically use the following:

- “Session” cookies, which are temporary and deleted when you close your browser;
- “Persistent” cookies, which remain until you delete them or they expire;
- Web beacons, which are electronic images also known as single-pixel gifs.

Avetta and its service providers use these technologies for various purposes, including: facilitating the login process; administering, customizing and improving the Service; personalizing the browsing experience; advertising, promotions and surveys; reporting and paying royalties and license fees to third-party providers and content distributors; as well as tracking and analyzing user preferences and trends.

There are a number of ways to manage cookies. On selected Avetta websites, a cookies banner will appear on the home page to ask your consent to set any cookies that are not required to enable you to visit the website and remember your preferences. In addition, the “help” portion of the toolbar on most browsers will tell you how to stop accepting cookies, how to be notified when you receive a new browser cookie, and how to disable existing browser cookies. However, if you block cookies, you may not be able to register, login or make full use of the Service. You can also use your mobile device’s settings to manage the available privacy options.

We may also use other tracking technologies, such as GIFs, web beacons, web bugs, or pixel tags. In contrast to cookies, which are stored on your computer’s hard drive, such technologies may be embedded invisibly on web pages and in emails. We may use such technologies to, among other things, track the activities users of our Services, help us manage content, and compile statistics about usage of our Services. We and our third party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We also use automated devices and applications, such as Google Analytics, to evaluate usage of Services. We use these tools to gather information about users to help us improve our Services, performance, and user experiences. We may disclose information, including personal information, to certain third-party services in order to obtain such services. These analytics providers may use cookies and other technologies to perform their services and may combine the information that they collect about you on our Services with other information that they have collected on our Services. This Privacy Policy does not cover such third parties’ use of the data. To opt out of being tracked by Google Analytics across all websites, you can download the Google Analytics Opt-out Browser Add-on.

#### **4. DO NOT TRACK DISCLOSURE**

Our Services do not respond to Do Not Track signals. For more information about Do Not Track signals, please visit <https://allaboutdnt.com/>. You may, however, disable certain tracking as discussed in the “Cookies and Other Tracking Mechanisms” section above, such as by disabling cookies.

#### **5. USE OF YOUR PERSONAL DATA AND LEGAL BASES FOR USE**

We use the personal data we collect about you for the following purposes:

- to register you as a user of a Service;
- to review eligibility to use a Service;
- to assist you in soliciting, bidding for or completing a transaction or order;
- to provide and improve our Service and support;
- to update you on relevant new services and benefits (with your specific, prior opt-in consent, where required);
- to personalize the Services and to select content to be communicated to you or to use features on the Service such as sharing content with a friend or colleague;



- to contact you regarding our products or Services or other products and services from third parties (with your specific, prior opt-in consent, where required);
- to invite you to participate in surveys, sweepstakes, competitions and similar promotions (with your specific, prior opt-in consent, where required);
- to conduct business with our service providers;
- for data analysis, audits, developing new products, enhancing the Services, identifying usage trends and determining the effectiveness of our promotional campaigns, or in other ways to which you have expressly agreed in a customer agreement with us;
- to aggregate information in order to anonymize it for data analysis, audits, developing new products, enhancing the Service, identifying usage trends and determining the effectiveness of our promotional campaigns;
- to prepare or implement reorganization or sale of assets or shares;
- to prevent and detect security threats, fraud or other malicious activity; and
- to comply with our legal obligations, respond to government or judicial requests for information (including in the context of private litigation), resolve disputes, and enforce our agreements.

We may on occasion also match or combine the personal data that you provide with information that we obtain from other sources or that is already in our records, whether collected online or offline or by predecessor or affiliated group companies, for the purposes described above.

We process your personal data on the following legal bases: for the performance of our agreement with you and/or for our legitimate interests. Our legitimate interests include operating and improving our Services and business; developing our current and new Services, features and products; improving or actualizing our Services; personalizing your experience of our Services; communicating with you; understanding user preferences; complying with legal obligations; and protecting business interests.

## **6. SHARING OR DISCLOSING YOUR PERSONAL DATA**

We may share your personal data, or the Service may permit sharing, in the following ways:

- **Subscribers.** Subscribers to a Service may be able to directly share personal data with each other, or make personal data available to all other subscribers. If the Service offers a content database or subscription service (“Subscription Service”) and you access the Subscription Service through a subscription, your personal data and certain usage data gathered through the Subscription Service may be shared with your institution for the purposes of usage analysis, subscription management, and testing and remediation. If your institution is a corporation or other business entity, additional usage data, such as the types of records you viewed and the number of searches you ran, also may be shared for the purposes of cost attribution and departmental budgeting.
- **Operators.** Some of our Services offer you the ability to create a profile and upload information to our database. Your profile and information may be then made available for searching, viewing over the Internet and downloading by our operator customers.
- **Agents, Representatives, Sponsors, and Business Partners.** Your personal data may be accessible to our agents, representatives, sponsors and entities for which we are acting as an agent, licensee, joint venturer or publisher.

- **Service Providers.** Your personal data may be accessible to our service providers and suppliers, which assist us with producing and delivering our products and services, operating our business, and marketing, promotion and communications. These providers and suppliers include, for example, editors, reviewers, credit, debit and payment card processors, payments processors, customer support, email service providers, IT service providers, banks and shipping agents.
- **Other Third Parties:** We may share personal data with other third parties if we expressly told you about such potential disclosure at the point at which you submitted the personal data to us. If you do not want us to share your personal data with these companies, you may contact us at: [privacy@avetta.com](mailto:privacy@avetta.com).
- **Compliance with Law and Similar Obligations.** We may share personal data in order to: (i) respond to or comply with any law, regulation, subpoena or court order, or government or judicial request (including in the context of private litigation); (ii) investigate and help prevent security threats, fraud or other malicious activity; (iii) enforce and protect the rights and properties of Avetta or its affiliates; or (iv) protect the rights or personal safety of our employees and third parties on or using our property. We may disclose your personal data to domestic or foreign government or public authorities in any of the countries in which we or our affiliates operate in order to respond to inquiries or requests or as otherwise required by law or legal process. Where relevant, we may share or transfer your personal data in order to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.
- **Change in Corporate Circumstances.** If Avetta, the Service or a related asset or line of business is acquired by, transferred to or merged with another company, or otherwise reorganized, including in the unlikely event of a bankruptcy, your personal data may be disclosed to the prospective or actual purchasers, or other persons involved in the transaction.

## 7. CHILDREN'S PRIVACY

We do not knowingly collect personal data from children under the age of 18 and Avetta does not target its Services to children under 18.

## 8. YOUR CHOICES AND SELECTING YOUR PRIVACY PREFERENCES

If you are a user of a Service, you can manage available communications preferences when you register with the relevant Service (including by providing your opt-in consent, where required), by updating your account preferences, or, where applicable, by using the "opt-out" or unsubscribe mechanism or other means provided within the communications that you receive. We reserve the right to notify you of changes or updates to the Service whenever necessary.

## 9. ACCESS TO AND ACCURACY OF YOUR PERSONAL DATA – EXERCISING YOUR RIGHTS

You may request a copy of and correct the personal data that we hold about you. Under certain circumstances, you may have the right to object to the processing of your personal data or to have it erased. If a Service allows registered users to access their registration information and make corrections or updates, the accuracy of such information is solely the responsibility of the user. Subject to any right you may have to access, review, correct, raise an objection or block personal data, no access is given to personal data or data that may have been collected about other users.

You have the right to withdraw your consent at any time where we use your personal data on the basis of your consent

In addition, if you are located in the EU, you may have the following additional rights as of May 25, 2018:

- Right to data portability. You can request a machine-readable copy of personal data that you have provided to us, which can be transmitted to another service provider where technically feasible. This only applies to personal data that we use by automatic means, and on the basis of your consent or our performance of a contract with you.
- Right to restriction of processing. You may ask us to restrict our use of your personal data where, for example, we no longer need your personal data for the purposes of which we are using it, but it is required by you for the establishment, exercise or defense of legal claims.
- Right to object. To the extent that we are relying upon legitimate interest as a legal basis to use your personal data (which may include profiling), or to the extent we process your personal data for direct marketing purposes (which may include profiling), you have the right to object to such use.

You also have the right to lodge a complaint with a supervisory authority, in particular in your Member State of residence, if you consider that our use of your personal data infringes applicable data protection law.

To protect your privacy and security, we may take reasonable steps to verify your identity whenever you have requested to exercise your rights. To view and change the personal data that you directly provided to us, you can return to the webpage or application where you originally submitted your personal data and follow the instructions on that webpage or application, or contact us at the address listed below.

For further data regarding your rights, or to exercise any of your rights, please contact us at [privacy@avetta.com](mailto:privacy@avetta.com).

#### **10. DATA RETENTION AND SECURITY**

We will retain your information for as long as your account is active or as needed to provide you with a Service. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

The security of your personal data is important to us. We use a variety of data security measures intended to ensure the confidentiality and integrity of your personal data. However, unfortunately no data transmission over the Internet or data storage system is 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately notify us at [privacy@avetta.com](mailto:privacy@avetta.com).

#### **11. CHANGES TO THIS PRIVACY POLICY**

If we modify this Privacy Policy to reflect changes to our information practices, we will post the revised version here, with an updated revision date. We encourage you to periodically review this page for the latest information on our privacy practices.

#### **12. CROSS BORDER TRANSFER OF DATA**

For the purposes described in Section 6 above, your personal data may be transferred to recipients mentioned in Section 7 above who are located in other countries that may have personal data protection rules that are less protective than the rules in your country.

For users of a Service, you acknowledge that Service subscribers may be located in one of more than 110 countries in the world, most of which do not benefit from a decision of the European Commission finding that their laws adequately protect personal data. By accepting this Privacy Policy and using the Service, you consent to the transfer of personal data to countries outside your country of residence consistent with the terms of this Privacy Policy. You consent to the transfer of personal data to countries that do not benefit from a decision of the European Commission finding that their laws adequately protect personal data. By

For transfers of personal data from the EU or Switzerland to the United States, Avetta, LLC and Avetta Subsidiary Holdings, LLC have self-certified to the US Department of Commerce under the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Our Privacy Shield Notice is available at <https://www.avetta.com/avetta-privacy-policy#shield>.

#### **13. CONTACTING US**

If you have comments or questions about this Privacy Policy or our processing of your information, please contact:

AVETTA, LLC

Attention: Privacy Officer

549 E Timpanogos Circle, Bldg G

Orem, UT 84097, USA

Telephone: 1 949-936-4500

Email: [privacy@avetta.com](mailto:privacy@avetta.com)

## **ATTACHMENT 2 REFUND AND RENEWAL POLICY**

Supplier is entitled to a full refund of its Subscription Fees only if Supplier's Payment Account is accidentally double charged or charged in error. For example, Supplier will be entitled to receive a refund of one Subscription Fee if Supplier submits payment twice for the same membership, or if Supplier pays for membership with a Payment Account and also sends a check to Avetta for membership.

Subscription Fees are refundable if Supplier cancels its Subscription and notifies Avetta in writing of such cancellation within seven days of subscribing to the Avetta Services. Activation Fees are non-refundable.

No refunds are provided after payment of a renewal charge. It is Supplier's responsibility to contact Avetta and request to deactivate membership 30 days before the Membership Subscription Renewal Date -- listed on the Edit Account page -- should Supplier choose not to renew its Subscription to the Avetta Services.

Supplier is responsible for ensuring Supplier's contact email is accurate and current.

Refunds will be paid using the same method that Supplier used to pay - For example, if Supplier used a credit card to pay, then any refund (as applicable) will be issued to that same credit card.

### **As described in the "AVETTA SERVICES" section of the Agreement:**

- Your account will be automatically renewed each 12 months unless You call to cancel Your account 30 days prior to Your renewal date. In the event of an Client-requested upgrade, Your primary user will be notified via email immediately. The invoice will be created three days after the upgrade event and the upgrade charge will occur 7 days later. If your account is deactivated and then subsequently reactivated, you will be charged the then standard Activation fee.

### **As described in the "SUPPLIER CONTENT AND SUPPLIER LISTS" section of the Agreement:**

- **In the event a Client indicates to Avetta that You are part of that Client's approved Supplier list, Your primary user will be notified via email immediately. The invoice will be created after the connection occurs and the upgrade charge will be incurred approximately 7 days later.**

Avetta's annual pricing can be seen on the facilities page, which You will be able to review before completing registration.