

## Terms and Conditions for the Supplier Search Index

Last updated: 01/26/2023

These Terms and Conditions ("Terms") govern the access and use of the Supplier Search Index ("SSI") and the data displayed on it by the Customer ("you" or "your"). The SSI is operated by the Company ("we", "us", or "our"). By accessing and using the SSI, you acknowledge that you have read, understood, and agree to be bound by these Terms. The Company may modify this agreement at its discretion. You are responsible for reviewing the most current version of this agreement before accessing or using the SSI at [webservicepros.com](http://webservicepros.com) or using the contact information below. The Company agrees to communicate any such modification to You within ten (10) days through the contact email You have given the Company. If You wish to dispute any such modification, you agree to communicate your concerns by email within 30 days of receiving such notice. After 30 days, accessing the SSI database will serve as your acceptance of the modified agreement. You have the right to terminate this agreement at any time, as stated below.

If you have any questions about these Terms, please contact us at [support@webservicpros.com](mailto:support@webservicpros.com)

### Definitions

In these Terms and Conditions, the following terms shall have the meanings set forth below:

**"Agreement"** means these Terms and Conditions.

**"Company"** means the company that operates the SSI and is a party to this Agreement. The Company may also be referred to as "we", "us", or "our".

**"Customer"** means the company or individual that accesses and uses the SSI and is a party to this Agreement. The Customer may also be referred to as "you" or "your".

**"Supplier"** means a company or individual that supplies goods or services to the Customer and has agreed to allow the Company to share their data with the Customer.

**"SSI"** means the Supplier Search Index, which is a database or search engine operated by the Company that allows Customers to access and view data about Suppliers.

**"Data"** means any information or materials that are accessed or displayed through the SSI, including but not limited to supplier information, product descriptions, and pricing.

## Scope of Access

- The Company grants You a limited, non-exclusive, non-transferable license to access and use the SSI and the Data displayed on it in accordance with these Terms. You may only access and use the SSI and the Data displayed on it if you are a mutual customer of both the Company and the Supplier whose data is being accessed.
- You must provide a valid supplier account number for each Supplier you select from the list provided by the Company. You may not use the account number of any other company. You may only access and use the Data of Suppliers who have agreed to allow the Company to share their data with you.
- A list of these Suppliers will be provided to you and you must select your Suppliers from this list.
- This Agreement creates a rebuttable presumption that the Company is sharing the Data of the selected Supplier(s) with You. If this presumption were ever to become a point of contention in any legal, administrative, or any other dispute resolution forum, the burden of proof rests upon You to establish it to the satisfaction of the trier of fact. You are also on notice that Suppliers may audit the Data transmitter through or by the Company to You at any time upon reasonable notice by the Supplier to the Company.
- You may only use the Data accessed through the SSI for the purpose of your own business operations and may not share or disclose the Data to any third party unless required by Arizona or federal law. You shall not extract or export any Data from the SSI for any purpose.

## Confidentiality

The Parties acknowledge that in the course of this Agreement, they may have access to confidential information belonging to the other Party. The Parties agree to maintain the confidentiality of all such information and to use it only for the purposes of this Agreement. The Parties further agree that the obligation to maintain confidentiality shall continue for a period one(1) year after the termination of this Agreement. For the purposes of this Agreement, "confidential information" shall include, but is not limited to, the Data accessed through the SSI and any other information that is marked as confidential or that would be reasonably understood to be confidential given the circumstances of its disclosure.

### **Data Protection and Audit**

The Company agrees to take reasonable steps to protect the Data displayed on the SSI from unauthorized access or disclosure. You agree to maintain the confidentiality of the Data accessed through the SSI and to use the Data only for the purposes described in these Terms. You shall not disclose any confidential information to any third party, except as may be required by law or as may be necessary for the proper performance of your business operations.

### **Warranty Disclaimer**

The Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the SSI or the Data displayed on it. The Company shall not be responsible for any errors or omissions in the SSI or the Data displayed on it. The use of the SSI and the Data displayed on it is at your own risk.

### **Limitation of Liability**

The Company shall not be liable for any damages resulting from software failure or downtime, including but not limited to lost profits, lost data, or any indirect, consequential, special, incidental, or punitive damages. The Company shall not be liable for any loss of reputation or business goodwill. The Company shall not be liable for any damages resulting from your access or use of the SSI or the Data displayed on it.

### **Intellectual Property**

The Company owns all intellectual property rights in the SSI and the Data displayed on it, including but not limited to copyrights, trademarks, and trade secrets. You shall not use any of the Company's intellectual property rights for any purpose other than as specifically authorized in these Terms. You shall not copy, modify, or reverse engineer the SSI or the Data displayed on it.

### **Indemnification**

The Company shall indemnify, defend, and hold harmless you and your affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with your access or use of

the SSI or the Data displayed on it. You shall indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with your access or use of the SSI or the Data displayed on it.

### **Termination**

Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, you shall immediately cease all access and use of the SSI and the Data displayed on it. The provisions of these Terms regarding confidentiality, data protection, indemnification, and intellectual property shall survive the termination of this Agreement.

### **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to any principles of conflicts of law. Any disputes arising out of or in connection with these Terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the state of Arizona.

### **Severability**

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

### **Waiver**

The failure of either party to exercise any right or remedy under these Terms shall not be deemed a waiver of that right or remedy.

### **Entire Agreement**

These Terms constitute the entire agreement between you and the Company and supersede all prior and contemporaneous agreements, understandings, and communications, whether written or oral. These Terms may not be amended or modified except in writing signed by both parties.