

# Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE (THE "WEBSITE"). THESE WEBSITE TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

## 1. User Eligibility

The Website is provided by Source Int'l, LP ("Source") and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Website.

## 2. Scope of Terms of Use

These Terms of Use govern Your use of the Website and all applications, software, and services (collectively, "Services") available on the Website, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You on the Website ("Service Agreement(s)"). Any such Service Agreements accompany the applicable Services or are listed in association with or through a hyperlink associated with the applicable Services.

## 3. Modifications

Source may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of Source. Source may also change or impose fees for products and services provided through the Website at any time in its sole discretion. Source may establish or change, at any time, general practices and limits concerning other Source products and services in its sole discretion.

#### **4. Source Privacy Notice**

The Source Privacy Notice governs the use of information collected from or provided by You at the Website. With respect to any individual whose personal information is provided by You to Source, You represent to Source that You have obtained all necessary consents for the processing of such personal information contemplated by the Services You are using and by the Source Privacy Notice, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual. We may obtain consumer personal information (such as name, contact details and payment information) in connection with various activities such as (i) use of the Source websites and applications, (ii) events in which we participate, and (iii) promotions and other offers. We do not sell or otherwise share personal information about you, except as described in this Privacy Notice. Many of our customers outsource all or a part of their supply chains to us. We provide information technology systems adapted to the unique supply chains of specific industries such as tooling, machine manufacturing, industrial parts and components, technology, and consumer/retail businesses. In the course of providing services, we may obtain, use and disclose personal information about our customers' customers. In these circumstances, we process the information based on the agreement with our customer.

#### **5. License and Ownership**

Any and all intellectual property rights ("Intellectual Property") associated with the Website and its contents (the "Content") are the sole property of Source, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the Website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Website are trademarks, service marks or trade dress ("Marks") of Source, its affiliates or other entities that have granted Source the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Source. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website in any way without Source's or the appropriate third party's prior written permission. Except as expressly provided herein, Source does not grant to You any express or implied rights to Source's or any third party's Intellectual Property.

Source grants You a limited, personal, nontransferable, nonsublicensable, revocable license to (a) access and use only the Website, Content and Services only in the manner presented by Source, and (b) access and use the

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## 6. Restrictions on Use of the Website

In addition to other restrictions set forth in these Terms of Use, You agree that:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place false or misleading information on the Website.
- (c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by Source.
- (d) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- (e) Certain areas of the Website are restricted to customers of Source.
- (f) You may not use or access the Website or the Source Systems or Services in any way that, in Source's judgment, adversely affects the performance or function of the Source Systems, Services or the Website or interferes with the ability of authorized parties to access the Source Systems, Services or the Website.
- (g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Source.

## 7. Links

(a) **Outbound Links.** The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by Source of the content on such Linked Sites. Source makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content,

software, service or application found at any Linked Site. Source is not responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) **Inbound Links.** Linking to any page of the Website other than to <https://www.Source.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with Source. Any website or other device that links to <https://www.Source.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that Source or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with Source or any of its affiliates, (e) presenting false information about Source products or services, and (f) using any logo or mark of Source or any of its affiliates without express written permission from Source.

## **8. Submissions**

Source does not accept ideas, concepts, or techniques for new services or products through the Website ("Comments"). If such Comments are received, You acknowledge that (a) they will not be considered confidential or proprietary, (b) Source and its affiliates are under no obligation to keep such information confidential, and (c) Source will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it chooses.

## **9. Termination**

You agree that Source, in its sole discretion, may terminate or suspend Your use of the Website, the Source Systems, Information, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the Website, and (b) destroy any copies You have made of any portion of the Content. Accessing the Website, the Source Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, You agree that Source shall not be liable to You or any third party for any termination or suspension of Your access to the Website, the Source Systems, Information and/or the Services.

## **10. Disclaimer of Warranties**

Source MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE, THE SOURCE SYSTEMS, THE

SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE WEBSITE, THE SOURCE SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. SOURCE, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. Source AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE WEBSITE OR THE Source SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY SOURCE IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

### **11. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT Source IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, Source IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOURCE, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE, THE Source SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOURCE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE

ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

## **12. Compliance with Law Including Export Control**

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of Source, negatively reflect on the goodwill or reputation of Source and shall take no actions which would cause Source to be in violation of any laws, rulings or regulations applicable to Source.

Source and the Website are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

## **13. Jurisdiction**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, THE SOURCE SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF JEFFERSON, COMMONWEALTH OF KENTUCKY, UNITED STATES OF AMERICA AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, THE Source SYSTEMS, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

## **14. Governing Law and Language**

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the COMMONWEALTH OF KENTUCKY, U.S.A.



excluding (i) Kentucky's conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English. Any translation has been provided for Your convenience, and You may view the English language version by (a) returning to the home page for the country that You have selected, (b) selecting the English link at the top of the page, and (c) then clicking on the link to the Website Terms of Use located at the bottom of the page.

## **15. General**

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **16. Written Document**

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

## **17. Complete Agreement**

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND SOURCE THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND SOURCE WITH RESPECT TO THE USE OF THE WEBSITE, THE SOURCE SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

## **18. Customer Service**

Questions or comments regarding the Website may be submitted to Source Customer Service.