

Terms of Service for supplier.supplyrisk.com

Accelor Corp, is a California corporation (“**Accelor**“, “**we**” or “**us**”) with offices at 1755 E Bayshore Rd, Ste 14B, Redwood City, California 94063 USA, and doing business as Supply Risk Solutions (sometimes referred to as “SRS”). Accelor operates its Risk Assessment service (the “**Service**”), that assists organizations in evaluating and mitigating risks at their production and logistics locations, and in complying with customer requests to provide contact, site, supply chain and risk management information and documents. This service is made available via Accelor’s website located at <https://supplier.supplyrisk.com> (“the Site”). Accelor grants you the right to use the Service via the Site, subject to the terms and conditions of use (“**Terms of Service**” or “**Terms**”) set forth below. In this document, the term “**you**” refers to the organization accessing the Service or the Site, and the term “**User**” refers to any individual person accessing or using the Service or the Site on the organization’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING AND/OR USING THE SERVICE, YOU (i) REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR ORGANIZATION, AND (ii) AGREE THAT YOU WILL BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICE. BY ACCESSING AND/OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. If you are not authorized to accept these Terms or do not agree to these Terms, then you do not have permission to access or use the Service.

Use of the Service. The Service is intended only to allow you to evaluate and mitigate risks at your production and logistics locations, and in complying with customer requests (“the Purpose”) to provide to them information and documents (collectively, “the Data”) related to your organization, contact persons, sites, site activities and/or products, supply chain and risk management practices. The Service is available to you for free. The Data is protected by automated login and password management, encryption firewall, and other safeguards listed in our strict [Privacy and Security Policy](#). You are solely responsible for maintaining Data Sharing Control permissions whereby you control which other organizations can access the Data using the Data Sharing Controls link of the Site. You are solely responsible for ensuring that the Contacts tab of the Site includes only people from your organization since the people listed there can access, edit, add or delete all the Data. You are solely responsible for the quality, accuracy, completeness and timeliness of the Data. If the parties have entered into a separate and mutual nondisclosure agreement (an “MNDAs”), the terms of that MNDAs shall be implemented by you using the Data Sharing Controls and the Contacts tab. You are solely responsible for validating the performance, quality and risks at your organization, your production and logistics locations, and your suppliers. You are solely responsible for whether you make use of, and the

outcome from, the risk evaluation, risk mitigation recommendations, templates and training that the Site makes available to your organization and for your organization’s risk mitigation progress, if any. You may not access or use the Service for any other purpose, nor may you sublicense, subcontract, or sell your right to access and use the Service. You may use the Service, including any information made available to you by the Service, or otherwise hosted, stored, or provided by Accelor for you, only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms, which include any other guidelines, instructions and policies applicable to the Service which Accelor may send to you from time to time in writing or post via the Service.

1. **Accounts and Registration.** To access the Service, your Users must have registered for account access. When Users register for account access, they may be required to provide us some of their personal information such as name, email address at your organization, job title, phone number, password. You are solely responsible for maintaining the confidentiality of your User account information and passwords, and you accept responsibility for all activities that occur under User accounts in your organization. If you have reason to believe that any account in your organization is no longer secure, then you must immediately delete the Account using the Contacts tab of the Site. Your account and other User accounts may automatically expire following any bounced emails.
2. **Ownership and License.** Accelor owns and operates the Service, as well as the training, support, questionnaire, documents, methods, technology, and other materials used to provide the Service and make it available to you (the “**Service Materials**”). The Service and Service Materials are owned by Accelor and are protected by copyright and other intellectual property laws throughout the world. All copyright and other proprietary notices on any Service Materials must be retained on any copies made thereof. Any unauthorized reproduction, modification, distribution, public display or public performance of any Service Materials is

strictly prohibited. Accelor and its suppliers reserve all rights not granted in these Terms. Subject to the restrictions set forth in these Terms, Accelor grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for the Purpose only. By accessing and/or using the Service, you acknowledge and agree that:

- A. the use of the Service is licensed, not sold, to you;
- B. third party terms and fees may apply to the use and operation of your device in connection with your use of the Service's mobile device application for Android or Apple (either, the "App"), such as your carrier's terms of service, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees; and
- C. it is your responsibility to ensure that all personnel in your organization who access and use the Service are authorized by you to do so as authorized Users, that all such Users are aware of and agree to comply with these Terms, and that the compliance with these Terms by Users in your organization is your responsibility.

3. **Accelor's Representations and Warranties.**

(a) Accelor represents and warrants that, to its knowledge, the Services, as originally delivered and unmodified, (i) do not infringe upon the intellectual property rights of any third party; (ii) conform in all material respects to their accompanying documentation; and (iii) do not contain disabling code or viruses that would permit unauthorized access to, delete, disable, or deactivate your code or internal operations.

(b) Accelor further represents and warrants that it is duly organized and in good standing within the State of California, USA, and that it has the authority and power to enter into this Agreement and perform its obligations hereunder.

4. **Our Mutual Representations and Warranties.** We represent and warrant to each other that we each (1) are duly organized and in good standing within the jurisdictions in which we do business, and that we each have the authority and power and authority to enter into this Agreement and perform our respective obligations hereunder; (2) will operate, access and use the Service within the requirements of applicable law, including any laws relating to data privacy, security, and export.

5. **Your Representations and Warranties.** You represent, warrant and covenant to Accelor that (1) you will not access or use the Service except as expressly permitted by these Terms; and (2) all of the information, data and other materials provided by you in support of your account registrations are accurate and truthful in all respects.

6. **Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:

- A. use or access the Service (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law;
- B. conduct activities that may be harmful to others or that could damage Accelor's reputation;
- C. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or disclosing personal information about any individual person;
- D. post, upload, or distribute marketing or advertising links or content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- E. use scrapers, robots, or other data gathering devices on or through the Service, or frame or otherwise provide the Service to any third party without Accelor's permission;
- F. provide or make available any Service Materials, data gathered or analyzed by the Service, or reports generated by the Service, to third parties without Accelor's permission;
- G. interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the App(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction; or (c) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code.
- H. interfere with the operation of the Service or any other user's enjoyment of the Service, including by: (a) using automation to make requests of the Service; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without their consent; or (d) interfering with or disrupting any network used to provide the Service, or violating any regulation, policy, or procedure of any such network;
- I. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other account without permission, or falsifying your account registration information;
- J. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Service or part thereof, or use, copy, reproduce, license, sublicense, or sell access to the Service or any part thereof, or any Service Materials, other than as expressly permitted in these Terms;
- K. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Service Materials or any right or ability to view, access, or use any Service Materials; or
- L. attempt to do any of the acts described in this Section 9, or to assist or permit any person in engaging in any of the acts described in this Section 9.

7. **Third-Party Services and Linked Websites.** The Service may contain links to other web sites operated by third parties and/or may obtain and analyze information from such third party websites. Such third-party websites are not under the control of Accelor and we are not responsible for the content of any third party website or any link contained in a third party website. Accelor provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party websites.
8. **Termination of Use; Discontinuation and Modification of the Service.** You may terminate your account at any time by contacting customer service at bcmsupport@supplyrisk.com or by deleting your account yourself in the Site. If you or any of your Users violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, Accelor may in its sole discretion terminate all or some of your User accounts on the Service or suspend or terminate your access to the Service at any time if you or any of your Users violate any provision of these Terms, with or without notice. We also reserve the right to modify or discontinue characteristics of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability on account of any change to the Service or any suspension or termination of your access to or use of the Service. Upon the termination of your account or this agreement for any reason, Accelor may at its option delete any data associated with your account. Accelor reserves the right to modify these Terms at any time in its discretion, with notice to you as posted on the Service; your continued use of the Service following any such modification will constitute your consent to such modified Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your sole and exclusive remedy if you do not agree with any modification to these Terms is to cancel your account and cease accessing using the Services. You may not amend or modify these Terms under any circumstances.
9. **Subcontractors.** You hereby consent to Accelor's engagement of third parties (including Accelor's affiliated companies) to perform, or support the performance of, all or any portion of the Service.
10. **Publicity.**

No press releases, public announcements or other promotional materials will be issued by either of us without the other party's prior written consent.
11. **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Accelor an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to further develop and improve the Service and to create other products and services.
12. **Support.** Accelor offers an online support service between 9:00 a.m. and 5 p.m. Pacific Standard Time, Monday through Friday ("Support Hours") during which times Accelor may be contacted via email to bcmsupport@supplyrisk.com. Such Support also includes reasonable efforts toward correction of reproducible Software problems where the Software does not conform to the specifications of Accelor documentation in a way that significantly interferes with the operation of the Software ("bugs").
13. **Indemnity.**
 - A. **Your Indemnity to Us:** To the fullest extent permitted under applicable law, you are responsible for your and your Users' use of the Service, and you will indemnify, hold harmless, and, if so directed by Accelor, defend Accelor and its officers, "doing business as" brands, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "**Accelor Entities**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs (together, "**the Losses**"), arising out of : (a) your negligent or unauthorized access to, use of, or your personnel's use of, the Service or the App; (b) your use of the Service in violation of these Terms, or of any applicable law or regulation; or (c) your infringement or misappropriation of any third-party right, including any intellectual property right, confidentiality, or privacy right. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume our own additional defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and, in that case, you agree to cooperate with our defense of that claim.
 - B. **Our Indemnity to You:**

We will indemnify you and your officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, "**Your Entities**") from and against Losses awarded by a court of final jurisdiction or in final settlement for third-party claims that (a) the Service and/or Service Materials infringe or misappropriate any United States third-party intellectual property or privacy right, (b) the Service and/or Service Materials violate any applicable law or regulation.
14. **Disclaimers; No Warranties**

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE SERVICE AND ALL SERVICE MATERIALS AVAILABLE THROUGH THE SERVICE ARE PROVIDED

“AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY STATED HEREIN, ACCELOR DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, THE SERVICE MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, THE APP, AND ANY SOFTWARE OR DATA CENTER RESOURCES ASSOCIATED OR USED WITH THE SERVICE, AS WELL AS THE AVAILABILITY OF ANY OF THE FOREGOING, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; (C) ANY WARRANTY AS TO WHETHER THE DATA, DOCUMENTS OR OTHER INFORMATION AVAILABLE ON OR TRANSMITTED BY THE SERVICE ARE TRUE, COMPLETE, CURRENT OR ACCURATE; AND (D) ANY WARRANTY WHATSOEVER ON DOCUMENTS UPLOADED INTO THE SERVICE BY SUPPLIERS OR OTHER ORGANIZATIONS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ACCELOR IS NOT RESPONSIBLE FOR ANY DECISIONS MADE BY YOU BASED UPON DATA COLLECTED, TRANSMITTED OR DISPLAYED BY OR ON THE SERVICE, WHETHER SUCH DATA IS ACCURATE OR INACCURATE. ACCELOR DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY SERVICE MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, AND DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ACCELOR OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH ANY OTHER ORGANIZATION USING THE SERVICE, AND ANY SERVICE MATERIALS, DOCUMENTS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT WHEN YOU USE THE SERVICE, INCLUDING BY USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, SUCH AS LEGAL GUARANTEES OF CONFORMITY FOR

GOODS OFFERED TO CONSUMERS IN THE EU, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

15. **Limitation of Liability**

IN NO EVENT WILL ACCELOR BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACCELOR HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. FOR THE AVOIDANCE OF DOUBT, THE EXCLUDED DAMAGES ALSO INCLUDE WITHOUT LIMITATION, LOSS OF SAVINGS OR REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF LIFE OR HEALTH; LOSS OF DATA; THE CLAIMS OF THIRD PARTIES; AND ANY COST OF ANY SUBSTITUTE EQUIPMENT OR SERVICES.

EXCEPT AS PROVIDED HEREIN, IF ACCELOR CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THEN THE AGGREGATE LIABILITY OF ACCELOR TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU HAVE PAID TO USE THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY TO YOU TO THE EXTENT PERMITTED IN SUCH JURISDICTION. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, SUCH AS LIABILITY FOR INTENTIONAL VIOLATION OF THESE TERMS.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 19 WILL

APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. **Force Majeure.** Accelor will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. To the fullest extent permitted under applicable law, for purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (3) quarantines, pandemics, or embargoes, (4) labor strikes; (5) telecommunications, network, electrical grid, computer, server or Internet downtime; (6) unauthorized access to Accelor's information technology systems by third parties; or (7) other causes beyond the reasonable control of Accelor.
17. **Disaster Recovery.** Notwithstanding the provisions of Section 20 (Force Majeure), Accelor shall maintain and, in the event of a disaster, execute a disaster recovery plan for the Services. This disaster recovery plan shall reflect Accelor's goals for (i) the recovery time objective to substantially resume Services within seventy-two (72) hours in the event of a disaster, and (ii) regular back-ups of the information, software and documentation necessary to perform the Services.
18. **Access to the Site.** Accelor provides the Site with a service level objective of providing availability of at least 99% Service up-time every calendar month, excluding planned maintenance which averages less than four hours per week.
19. **Governing Law and Competent Courts.** To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Accelor agree to

submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Mateo County, California for the purpose of litigating any dispute between us. We operate the Service from data centers located in the United States, and we make no representation that information or services made available in the Service are appropriate or available for use in other locations.

20. **General.** These Terms are the entire and exclusive understanding and agreement between you and Accelor regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent, which may be granted or withheld at Accelor's sole discretion. Any attempted assignment by you without such consent shall be null and void. We may assign these Terms at any time without notice or consent, to the fullest extent permitted under applicable law. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 2, 4, 5, 7, 8, 9, 10, 11, 14, 16, 18-21, and 24-26 hereof will survive.
21. **Contact Information.** The Service is offered by Accelor Corp. You may contact Accelor Corp by emailing bcmsupport@supplyrisk.com.

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