Terms of Use

These Terms of Use (as amended from time to time, these "Terms of Use") are effective as of August 24, 2023.

Bluetone Management LLC, an Illinois corporation dba Vendor Contacts ("VC", "we", "us", or "our"), operates a technology and logistics platform via VC's website vendorcontacts.io, its mobile app, and other websites, apps and other portals, devices and systems provided or operated by VC to provide access to its site, including all content accessible on or through its website ("Platform"), that allows material specifiers to quickly perform complex searches across many manufacturers and to request physical samples of materials of interest and receive other services from VC ("Service"). As used herein, "Manufacturer" refers to a manufacturer or supplier of a material sample visible on the Platform. "Visitor", "you" or "your" refers to a person who visits or views any part of the Platform, whether or not the user has registered. "Member" refers to a person who has submitted an application and became registered to use the Platform and Service, even if the person does not use the Platform to place an order for physical samples through the Service.

YOU WILL NOT TRY TO DOWNLOAD ANY CONTENT FROM THE PLATFORM IN THE AGGREGATE OR OTHERWISE SCRAPE THE PLATFORM FOR ANY CONTENT THAT IS ON IT OR TRY TO CREATE A LINK OR OTHERWISE LINK OVER FROM YOUR WEBSITE OR WEBPAGE TO THE PLATFORM WITHOUT THE PRIOR WRITTEN CONSENT OF VC.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN THE LEGAL TERMS AND CONDITIONS THAT YOU AGREE TO WHEN YOU USE THE PLATFORM AND THE SERVICE. THESE TERMS OF USE COVER IMPORTANT INFORMATION ABOUT THE PLATFORM AND THE SERVICE AND ANY CHARGES, TAXES, AND FEES VC BILLS YOU. THESE TERMS OF USE INCLUDE INFORMATION ABOUT FUTURE MODIFICATIONS, EXPORT CONTROLS, AUTOMATIC RENEWALS, LIMITATIONS OF LIABILITY, PRIVACY INFORMATION, A CLASS ACTION WAIVER, AND A RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT.

THE PLATFORM AND THE SERVICE ARE NOT DIRECTED TO, AND ARE NOT INTENDED TO BE USED BY, PERSONS AND ENTITIES OPERATING OUTSIDE OF THE UNITED STATES OR CANADA (THE "TERRITORY"), INCLUDING, WITHOUT LIMITATION, THOSE PERSONS OR ENTITIES IN, OR LOCATED WITHIN, THE UNITED KINGDOM ("UK"), EUROPEAN UNION ("EU") OR THE EUROPEAN ECONOMIC AREA ("EEA"). VC'S GRANT OF ACCESS IS PREMISED ON THE UNDERSTANDING THAT THE VISITOR AND Member ARE NOT OPERATING OUTSIDE THE TERRITORY, INCLUDING, WITHOUT LIMITATION, OPERATING WITHIN THE UK, EU OR EEA.

MORE SPECIFICALLY WITH RESPECT TO THE UK, EU, AND EEA, YOU ACKNOWLEDGE THAT VC (A) IS NOT LOCATED IN ANY OF THESE COUNTRIES NOR IS IT COLLECTING DATA FROM ANY UK, EU OR EEA CITIZEN OR RESIDENT IN ANY COUNTRY IN THE UK, EU, OR EEA, (B) IS NOT INTENDING TO MARKET AND SELL TO UK, EU, OR EEA CITIZENS OR RESIDENTS IN ANY COUNTRY IN THE UK, EU, OR EEA, AND (C) IS NOT TRYING TO MONITOR THE ACTIVITY OF ANY UK, EU, OR EEA CITIZENS IN ANY COUNTRY IN THE UK, EU, OR EEA.

BY ACCESSING THE PLATFORM, AND BY APPLYING FOR REGISTRATION, YOU SPECIFICALLY WARRANT THAT YOU ARE NOT OPERATING OUTSIDE OF THE TERRITORY, INCLUDING, WITHOUT LIMITATION, OPERATING IN, OR LOCATED WITHIN, THE UK, EU, OR EEA. IF YOU ARE OPERATING OUTSIDE OF THE TERRITORY, INCLUDING, WITHOUT LIMITATION, OPERATING IN, OR LOCATED WITHIN, THE UK, EU, OR EEA, THEN YOU SHOULD NOT USE THE PLATFORM AND THE SERVICE. FURTHER, IF YOU LEARN THAT YOU ARE OPERATING OUTSIDE OF THE TERRITORY, INCLUDING, WITHOUT LIMITATION, OPERATING WITHIN THE UK, EU, OR EEA, YOU ARE REQUIRED TO NOTIFY VC AND CEASE USING THE PLATFORM AND THE SERVICE.

BY BEING A VISITOR TO THE PLATFORM, OR BY SUBMITTING A REGISTRATION APPLICATION TO BECOME A Member OF THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY AND THE COPYRIGHT POLICY.

These Terms of Use set out the legally binding terms for use of the Platform and, where applicable, the Service, and the terms of registering as a Member of the Service. For the purposes of these Terms of Use, references to the Platform shall include the Service, unless otherwise indicated by the context.

1. Operator

The Platform and the Service are operated by VC.

2. Purpose of Platform

Vendor Contacts provides a digital communication platform that facilitates communication and interaction between Collaborators and vendors. By being a part of the Platform, Collaborators agree to participate in the collaborative ecosystem that aims to improve business relationships, facilitate projects, and promote innovation in the field of architecture and vendor relationships.

By accessing or using the Vendor Contacts communication platform (hereafter referred to as "the Platform"), you, the architect, (hereafter referred to as "Collaborator"), agree to be bound by the following terms and conditions. If you disagree with any of these terms, you must immediately discontinue your use of the Platform.

To access the Platform or use the Service, you must be at least (a) 18 years of age or (b) the age of majority in the jurisdiction in which you reside, whichever is older. In this respect, you represent and warrant that you are 18 years of age or older, and that your use of the Platform or the Service shall not violate any applicable law or regulation. If we learn that you are misrepresenting your age, your access and account may be deleted without warning.

3. Availability

VC uses reasonable efforts to make the Platform available 24 hours a day and seven days a week; however, there may be instances when the Platform will be interrupted for maintenance, upgrades or emergency repairs and due to other reasons that are beyond the control of VC, including without limitation failure of telecommunications lines, links and equipment. Although VC will make every reasonable effort to minimize such issues where it is within our reasonable control to do so, there may be instances where such a disruption might occur. In this respect, you agree that VC will not in any way be liable or responsible to you for any such modification, suspension, or disruption of the Platform.

4. Conduct

You agree that you shall not: (a) interfere or disrupt (or attempt to interfere or disrupt) the Platform or servers or networks hosting or connected to the Platform or disobey any requirements, procedures, policies or regulations of networks connected to this Platform; (b) provide any information to VC that is false or misleading, or results in a false or fraudulent representation, that attempts to hide your identity, or that you do not have a right to disclose; (c) attempt to resell the Platform (or any portion of the same) or any Samples; (d) create a link, or otherwise link over from your website or webpage, to the Platform; or (e) try to download any content from the Platform in the aggregate or otherwise scrape the Platform for content.

5. Trademarks

"Vendor Contacts," the "M" logo, and other names and logos of Vendor Contacts are trademarks of VC in the United States and other countries. All other company names, logos, and trademarks mentioned on the Platform are the property of their respective owners. Nothing on the Platform or in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use VC's name, logos, trademarks, or other intellectual property displayed on the Platform, except as expressly provided in these Terms of Use or by obtaining the written permission of VC or such other third party owner, as applicable. You acknowledge that VC will aggressively enforce its intellectual property rights with respect to its trademarks to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

6. Proprietary Rights in VC Content

As between you and VC, VC and its suppliers and licensors, including, without limitation, Manufacturers, own and retain all proprietary rights in the Platform. The Platform contains copyrighted material, trademarks and other proprietary content and information of VC and its Manufacturers and licensors Such materials and content include, but are not limited to, the design, layout, artwork, and other elements of the Platform, as well as any text, audio, video, logo, information, data, software, documentation, services, downloads, or any other similar materials contained or generated on the Platform (collectively, "VC Content"). VC Content includes copyrighted material, trademarks, and other proprietary content and information of Manufacturers relating to their Samples ("Sample Content") and is protected by copyright and other intellectual property laws, international treaties and other intellectual property rights.

You may view the VC Content on the Platform as it is made available to you and, where expressly permitted, download it for your own personal and informational use, provided that: (i) you do not modify the VC Content, (ii) you retain all copyright and propriety notices originally contained in the VC Content on any copies; and (iii) you otherwise comply with any restrictions or use requirements with respect to the VC Content. You understand that, among other things, you shall not try to download any VC Content from the Platform in the aggregate or otherwise scrape the Platform for VC Content.

In this respect, the VC Content may include digital rights management, security, and anti-tampering related features that, if triggered, may result in VC Content that was previously available for use being unavailable thereafter. Further, you may not use, reproduce, display, post, transmit, or distribute any materials contained on this Platform, including any VC Content, for any (A) reproduction or promotional use rights in the VC Content or (B) commercial sale, resale or distribution purposes. Except for that information for which you have been given written permission or for which you have been provided specific rights as specified in these Terms of Use, you may not download, copy, modify, publish, transmit, distribute, perform, display, or sell any such VC Content. Nothing in these Terms of Use shall be construed as granting any license or right to use the Platform or any materials contained on the Platform, including any VC Content, except as expressly provided herein or elsewhere on the Platform. You acknowledge that VC and its suppliers, including, without limitation, its Manufacturers and licensors, will aggressively enforce its intellectual property rights with respect to the VC Content to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

You may encounter VC Content on the Platform that you may find objectionable. You acknowledge and agree that the views expressed on the Platform do not necessarily reflect the views of VC, and VC does not support or endorse any content or materials. Further, no information presented on the Platform is intended to be construed as, or a substitute for, professional advice.

7. Submitted Materials

In operating the Platform, VC neither solicits nor desires to receive any confidential or proprietary materials from you through any means. In this respect, and subject to our <u>Privacy Policy</u>, VC will not treat any information or materials submitted or sent to it as confidential or secret.

By making available any of your pre-existing or independently created content or materials submitted to VC, or created by you, on or through this Platform ("Submitted Materials"), you hereby grant VC a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, access, view, and otherwise exploit such Submitted Materials on, through, or by means of the Platform or the Service and any other media now known or later developed. In addition, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in such Submitted Materials, even if altered or changed in a manner not agreeable to you. Except as expressly set forth in these Terms of Use, VC does not claim any ownerships rights in any such Submitted Materials, and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit such Submitted Materials. You acknowledge and agree that you are solely responsible for all Submitted Materials that you create and make available through or on the Platform. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all Submitted Materials that you make available through or on the Platform or have you all rights, licenses, consents, and releases that are necessary to grant to VC the rights in such Submitted Materials, as contemplated under these Terms of Use; and (b) neither the Submitted Materials nor your posting, publication, submission, or transmittal of the Submitted Materials of the Submitted Materials (in whole or in part) on, through, or by means of the Platform will infringe,

misappropriate, or violate a third-party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Moreover, you agree to indemnify VC for any violation of this Section 7 in accordance with the Indemnity provisions below. In addition, you agree that VC may review or monitor such Submitted Materials and may remove or alter any Submitted Materials that you submit in its sole discretion at any time for any reason.

8. Limited Use by Visitors and Members

The Platform is solely for the internal use of Visitors and Members and may not be used in connection with any other commercial endeavors, except those that VC specifically and expressly endorsed or approved in writing. Illegal or unauthorized use of the Platform, including, but not limited to, collecting usernames or email addresses of Members by electronic or other means for the purpose of sending unsolicited email, or unauthorized framing of or linking to the Platform, is prohibited by law and will be investigated. VC will take appropriate legal action for any illegal or unauthorized use of the Platform.

9. Members

(a) Eligibility. Registration and Use Restriction

VC is designed and reserved for Members of the architecture and design community and is limited to Members of architecture and design firms and to Manufacturers' representatives. Additionally, VC is intended only for Members with a United States or Canada address or IP address located in the United States or Canada. Registration for the Service is void where prohibited.

By applying for a registration account with VC on the Platform (a "Registration Account"), you represent and warrant that all registration information you submit to us upon registration and at all other times is truthful, accurate, current and complete, and you agree to keep this information accurate and up to date at all times. In particular, you must keep your email address up to date because email is the primary means in which we will communicate with you about your Registration Account and your Sample orders. Further, by using the Service, you represent that you, or the company or other entity you represent, are acting for your own internal business or commercial purposes, and not for the benefit of any third party.

(b) Registration Acceptance and Limitation

You acknowledge that, once you have registered, VC shall have the right to decide, based upon the information that you provide to it, whether or not you are accepted as a Member of the Service. Acceptance may occur immediately or may take several days depending upon whether you are a commercial or residential designer, a Manufacturer representative, or a student or educator, and also depending on the information you provide, the time it takes for VC to review your registration information and other factors. You further acknowledge that you are not guaranteed to be accepted as a Member for the Service and your registration application may be rejected by VC in its sole discretion for any reason.

(c) Password and Registration Account

When you complete a registration application, you may be asked to provide a password. If VC accepts you as a Member of the Service, your password will be needed in order for you to gain access to your Registration Account. Because you will be responsible for all of the activities that occur with respect to your Registration Account, we ask that you keep your password confidential. Your registration is solely for your commercial use, and you shall not authorize others to use your Registration Account, including your profile or email address. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT PUBLISHED OR DISPLAYED THROUGH YOUR REGISTRATION ACCOUNT, INCLUDING ANY EMAIL MESSAGES, AND FOR YOUR INTERACTIONS WITH VC. YOU ARE ALSO SOLELY RESPONSIBLE FOR ANY SAMPLES ORDERED THROUGH YOUR REGISTRATION ACCOUNT. You must notify VC immediately of any unauthorized use of your password, or if you know or believe your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

In this respect, you shall not disclose your password to any third-party, or permit any third-party to access your Registration Account. You may not sell or otherwise transfer your profile for your Registration Account.

You may not use the account, username, or password of any other Member at any time or attempt to impersonate (i) a Visitor to the Platform, (ii) another Member of the Platform, or (iii) any person who is attempting to become a Member.

If you are a Brand Member, please note that your supervisor or manager or other representatives of the Manufacturer with which you are affiliated may have access to your Registration Account and may view your activity and communications on the Service.

(d) Use Restrictions

As soon as you register and accept the Terms of Use and VC accepts you as Member, you become a Member of the Service. As a Member, you agree that you will only use the Platform and the Service for the intended purposes of material discovery, education, research, and sourcing and in compliance with the Platform and Service rules. Specifically, you agree that, as a Member, you shall not order Samples for any purpose other than to specify materials (meaning, to consider whether to purchase the materials sampled).

You agree that VC may at any time without prior notice, unless required by applicable law, in our sole discretion for any reason: (1) withdraw registration from a registered Member, (2) move, change, or suspend any part of the Service; (3) cancel the Service or terminate your Registration Account or the Service or deny you with access to your Registration Account for any reason, including, without limitation, when a Registration Account has been inactive for more than 365 days; (4) deny to you any Samples available through the Service, including your failure to comply with these Terms of Use or if a competent regulatory authority requires us to do so; or (5) limit functionality of the Platform or the Service or other rights for a Member. (For example, Brand Members may order Samples only from their brands, and University Members may not order Samples at all.) You may terminate your registration at any time.

If VC terminates your Registration Account, such termination will be effective immediately. VC in its discretion may send notice to you of such termination at the email address you provide during registration or other email address as you may subsequently provide to VC.

(e) Sample Boards

VC provides a service to supply Samples to certain Members and to permit them to gather, assign, post, or "pin" Sample Content to a Member's virtual Sample board ("Sample Board"). You agree that all right, title and interest in and to any arrangements or designs of the Samples that you develop, design or create on the Sample Board shall be owned by VC. To the extent that you might possess any copyright or other proprietary interest in any such arrangements or designs, you hereby assign all such right, title and interest in and to the same to VC without charge. Where such an assignment is not effective under the applicable law, you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, access, view, and otherwise exploit such arrangements and designs. Further, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in such arrangements and designs, even if altered or changed in a manner not agreeable to you. In consideration for the foregoing, VC grants to you a non-exclusive, worldwide, non-transferable and non-assignable, non-sublicenseable, royalty-free license to use the arrangements and designs that you have developed, designed or created for the purposes of exploration and discovery for use on architecture or interior/commercial design related projects with the intent to seek materials for professional product evaluation. Other than through your Sample Board or use of the Samples to show customers in your business, you may not use, or attempt to use, the Platform or any VC Content to collect and redistribute Samples or similar material in any way. In addition, you may not use the Platform or any VC Content to collect Samples or similar material items for any purpose other than exploration and discovery for use on architecture or interior/commercial design related projects with the intent to seek materials for professional product evaluation. The use of the Platform and the Service also prohibits you from collecting Samples or similar material items through the Platform for the benefit of another entity, unless that entity is directly associated with you in a professional architecture or interior/commercial design related manner.

(f) VC's Role

Any Member who accesses the Platform understands and acknowledges that VC solely manages and does not own or operate the Sample Content or the Samples. VC acts as an intermediary between Members and Manufacturers and serves as an agent to supply Sample Content and Samples to Members on behalf of Manufacturers. Both Members and Manufacturers agree that VC is not a party to any contracts created by and between a Member and a Manufacturer. VC is merely a website and service that helps connect Members and Manufacturers.

To provide Members with a forum in which to identify and locate Manufacturers, VC cannot and does not involve itself in the agreements between Members and those Manufacturers. In addition, VC does not screen any Manufacturers, and the fact that any professional appears on the Platform does not imply an endorsement of them/him/her. Accordingly, VC cannot ensure the success, quality, or specifications that may be provided or stated by such Manufacturer. You, and not VC, are solely responsible for assessing the integrity, honesty and trustworthiness of all Manufacturers and professionals with whom you may communicate.

VC MAY PROVIDE MANUFACTURERS WITH A REFERRAL SOURCE FOR LEAD GENERATION OR OTHER PROFESSIONAL PURPOSES, WHEN YOU REQUEST OR ACCESS SAMPLE CONTENT OR SAMPLES. VC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO ANY MANUFACTURER OR PRODUCT/MATERIAL THAT RECEIVES YOU AS A REFERRAL SOURCE AND TAKES ACTION UPON THAT DATA. YOUR INTERACTION WITH ANY MANUFACTURER THAT ORIGINATED THROUGH VC IS AT YOUR OWN RISK AND INDEPENDENT FROM THE SERVICE PROVIDED TO YOU BY THE PLATFORM.

ALL INFORMATION REGARDING THE SAMPLE CONTENT AND SAMPLES LISTED ON THE PLATFORM IS BASED ON INFORMATION PROVIDED TO YOU BY THE MANUFACTURER. IN THIS RESPECT, VC CANNOT GUARANTEE THAT THE INFORMATION IS ACCURATE, AND DOES NOT ENDORSE ANY SAMPLE CONTENT OR SAMPLES LISTED AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. YOU ACKNOWLEDGE AND AGREE THAT, IF YOU REGISTER FOR THE SERVICE, IT IS YOUR RESPONSIBILITY TO REVIEW SEPARATELY ANY MANUFACTURERS, AND SPECIFIC TERMS AND CONDITIONS, AND TO REQUEST ADDITIONAL INFORMATION FROM, AND PERFORM YOUR OWN DUE DILIGENCE ON, THE PARTICIPATING MANUFACTURERS AND THE SAMPLE CONTENT AND SAMPLES MADE AVAILABLE BY THEM ON THE PLATFORM, BEFORE MAKING A FINAL DECISION TO ORDER ANY SAMPLES PROVIDED BY VC FROM THE MANUFACTURERS. YOU ALSO AGREE THAT WE ARE NOT LIABLE FOR AND CANNOT ACCEPT ANY LIABILITY IN CONJUNCTION WITH ANY CONTRACT CREATED BETWEEN YOU AND A THIRD PARTY FOR ANY PURPOSE. WE DO NOT TRANSFER LEGAL OWNERSHIP, TITLE, OR RIGHT TO ANY COMPANIES OR LISTINGS THROUGH OUR PLATFORM OR SERVICE.

(g) No VC responsibility for Librarian Feature of the Platform

If you decide to use the "Ask a Librarian" feature of the Platform, you acknowledge that this feature is intended only as an aid to you and that you should not rely upon it in any final decisions that you make with regard to Sample Content or any Samples or any designs that you create for your business. You acknowledge and agree that you use such feature at your own risk and that VC shall not be responsible for any of the suggestions that are provided to you through the feature.

(h) Service Fees

VC does not normally charge any processing fees for its Services. However, if this changes over time (for example, if VC makes available the opportunity for a Member to pay a fee for expedited shipping or to receive "Ask a Librarian" services or other services for a fee, or any other service for a fee), all such fees will be non-refundable.

VC reserves the right to change or alter any fee that it charges Members at any time while processing any relevant order, provided that, if VC makes any changes to the applicable fee, VC shall notify the affected parties by email, and ask for confirmation of payment of the new fee before it provides the applicable services. By placing an order for a fee-based service, the Member authorizes VC or a designated third-party payment processor to collect and charge amounts to the credit card on file in accordance with these Terms of Use. The currency of any fees will be U.S. Dollars.

(i) Sample Order Terms

Once a Member submits an inquiry or places a Sample order through the Platform, VC may contact the Member to discuss the details of the Sample order and to send the Member new or additional offers on Sample orders.

VC will strive for next business day shipping so that you receive the Sample order within twenty-four hours of the date that the Sample order was made so long as the Sample order was submitted by the cut-off time for shipping; however, due to the size or weight of the item, or your location, this option may not always be available.

VC's fulfillment of Sample orders depends upon carriers such as FedEx, and there may be instances in which disruption of air, rail or roads or disruption for other reasons that are beyond the control of VC may occur. Finally, a particular material may become out of stock without notice.

If you place a Sample order and the Sample is not delivered to you by a carrier such as FedEx or does not get to you for whatever other reason, you shall not hold VC responsible.

(j) All Orders Non-Refundable

AFTER A Member HAS PLACED AN ORDER THROUGH PLATFORM OR THE SERVICE FOR A FEE-BASED SERVICE, THE APPLICABLE FEE BECOMES NON-REFUNDABLE.

(k) Communications Policy

VC, at its sole discretion, and subject to your consent if required by the applicable law, shares your contact information and your project information, including your telephone number, with its Manufacturers when you have requested Samples from such Manufacturers so that they may provide you with related information, follow-up on your interest in their products, and provide relevant promotions. VC disclaims all responsibility for any representations, warranties, or offers made by such Manufacturers, and such referrals do not constitute an endorsement of any products offered by such Manufacturers. VC is not responsible for the information policies or practices of such Manufacturers.

If you have provided us with a telephone number, then, subject to your consent if required by the applicable law, you authorize VC (or any Manufacturer who is providing you with product information at your request) to call or send SMS text messages using an automatic telephone dialing system or pre-recorded message to that telephone number to provide information and services related to the Manufacturer's products or any purpose related to following-up on sample requests, encouraging the purchase of specific products or services, or for providing other promotional information. If you do not want to receive such calls or SMS text messages, you can unsubscribe by sending an email to librarian@vendorcontacts.com with the subject line "STOP," or responding to a text with "STOP". You understand and agree that you are not required to provide your consent to receiving promotional email, phone calls or SMS text messages as a condition of any Sample Order or other service. Receipt of certain communications (including telephone calls and SMS text messages) may be subject to service provider charges. All charges are billed by and payable to your mobile service provider.

(I) Promotions

From time to time, VC will offer promotions. We reserve the right to limit quantities offered in promotions, whether at any cost or offered at no charge, and we reserve the right to revise, suspend, or terminate an event or promotion at any time without notice (including after a Sample order has been submitted and acknowledged).

We do not guarantee that all Sample Content and Samples within the Platform will be available for promotion.

Members who take advantage of promotions offered on the Platform are subject to the terms and conditions set forth in both the specific promotion and these Terms of Use.

Registered Members agree to release VC and its agents, advertisers, sponsors, or promotional partners, for all liability arising from and participating in any promotion located on, or accessed through, the Platform. VC is not responsible for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions that may limit any Member's ability to participate in any promotion.

Each Member agrees to be bound by the rules of any promotion and by the rules of fair play and consideration of fellow Members. A Member who violates any of the rules or guidelines for behavior published on the Platform, or the site where the promotion is conducted, is subject to immediate disqualification and revocation of their registration for the promotion. VC is under no obligation to award any prize to any Member who violates a published promotion rule or guideline.

(m) Brand Members

Companies that are Manufacturers may designate certain Members as an authorized representative of the Manufacturer (a "Brand Member"). Brand Members may be employees of their associated Manufacturer. They may also include independent contractors or resellers of the Manufacturer's products. One Member can be a Brand Member for one or more Manufacturers. A Manufacturer may grant or terminate any Brand Member's authority to act or speak for the Manufacturer at any time, and for any reason, by contacting the VC Brand Services team.

A Brand Member's scope of authority, as a Manufacturer representative, is the responsibility of the Manufacturer. An effective Brand Member should be knowledgeable about their associated Manufacturer's products and be able to provide accurate and not misleading answers to questions from Members about the products, including their products' suitability for a given project or use. The Manufacturer is solely responsible for the conduct and accurate communications of any Brand Members they choose to designate. VC is not responsible for any errors, omissions, or inaccuracies in Brand Member statements. VC may restrict Brand Members' access to samples and content in its discretion.

(n) Other Categories of Members

We may from time to time develop subcategories of Membership that are designed for specific Members of the architecture and design communities that have limited access to the features of the Platform or the Service. For example, certain students of architecture or design may become Members of our University program. These University Members may be able to view samples and other content on the Platform, but they may not order any samples. Similarly, depending on your credentials and the scope of your or your firm's architecture or design activities, we may in our discretion admit you as a Member with access to subcategories of samples and content that we deem consistent with the scope of your architecture and design credentials and activities.

10. Software

From time to time, VC may make software (e.g. apps, programs) available to you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the following license, in addition to the other terms these Terms of Use, govern your use of such software. We grant you a personal, non-exclusive, non-transferrable, limited license to install the software on a single computer or device. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our suppliers. You may not: (a) copy, sell, redistribute, rent, lease, sublicense, or otherwise transfer the software or any of the limited rights you receive; (b) incorporate it or any portion or it into another product; (c) reverse engineer, decipher, decompile, or disassemble the software or otherwise attempt to derive the source code or underlying ideas or algorithms of the software or any portion of the software, including without limitation any application or widget (except where expressly permitted by law); (d) export, transfer, or release the software, related technology, or any product thereof, for any proscribed end-user, or to any proscribed country, entity, or person (wherever located) without proper authorization from the U.S. and any applicable foreign government; (e) modify, translate, adapt, or create derivative works from the software or any portion of the software in any way or remove proprietary notices in the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

11. Termination and Account Cancellation

A Member may cancel his or her Registration Account at any time. Cancellation of an account does not create an obligation for VC to delete or return any content you may have created through your registered profile, including any Sample Board(s) created by you. If you wish to cancel your acceptance to these Terms of Use, simply cancel your Registration Account with VC. However, even if you cancel these Terms of Use, you shall continue to have any obligations that arose for it prior to Registration Account cancellation or termination.

VC may, at our discretion and without liability to you, with or without cause, with or without prior notice unless required by applicable law, and at any time: (a) terminate these Terms of Use or your access to the Platform or the Service, and (b) deactivate or cancel your Registration Account. In the event VC terminates these Terms of Use or your access to the Platform or the Service or deactivates or cancels your Registration Account, you will remain liable for all amounts owed by you prior to such event.

12. Applicable Laws

You must use the Service in a manner consistent with any and all applicable laws and regulations.

13. Third-Party Links and Materials

This Platform may from time to time provide links that will take you to other third-party websites, including, without limitation, websites owned and operated by participating Manufacturers, and other third parties. Any such links or materials are provided solely as a convenience to Visitors or Members. VC has no control over these websites or their content and has not tested or evaluated any such materials and does not assume any responsibility or liability for these websites or their content or such materials. VC does not endorse or make any representations about these websites, materials or any information or products found on such websites. If you access any of the third-party websites linked on the Platform or use any of these materials, you do so at your own risk, and you agree that VC shall not be liable for any loss, claim, damages or costs that you may incur or suffer as a result.

14. Testimonials and Articles

The Platform may post certain Member comments, articles or other content containing information in the form of news, opinions, recommendations or advice that, unless otherwise stated therein, should not be construed as official expressions, advice, recommendations or opinions of VC. VC does not warrant, either expressly or by implication, the factual accuracy of any such postings, nor does it adopt any statement as its own, nor warrant any opinions, recommendations, advice or news offered. Although VC believes all statements made to be reliable and accurate based upon representations made by the authors themselves, VC cannot guarantee that such statements are reliable and accurate, and VC accepts no fault or liability for any error or omission with respect to the same.

15. Unauthorized Use

You may not: (a) upload, post, publish, email, reproduce, distribute or otherwise transmit any information, data, text, music, sound, photographs, graphics, video, messages or other materials which are unlawful, harmful, threatening, eVCarrassing, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, hateful, invasive of another's privacy, or which contain explicit or graphic descriptions or accounts of sexual acts; (b) "stalk" another Visitor or Member; (c) upload, post, publish, email, reproduce, distribute or otherwise transmit any content or materials that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (d) impersonate any person or entity, including, but not limited to, a VC official, or falsely state or otherwise misrepresent your affiliation with a person or entity; (e) upload, post, publish, email, reproduce, distribute or otherwise transmit any materials that you do not have a right to transmit 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); (f) upload, post, publish, email, reproduce, distribute or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," "pyramid schemes," or any other form of solicitation; (g) upload, post, publish, email, reproduce, distribute or otherwise transmit any material that contains software viruses, Trojan horses, worms, time boVCs, cancelbots, 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 or any other similarly destructive activity, or surreptitiously intercept or expropriate any system, data or personal information; (h) act in a manner that negatively affects other users' ability to engage and use any aspect of the Platform; (i) intentionally or unintentionally violate any applicable local, state, provincial/territorial, national or international law; or (j) harvest, collect or store information about the users of the Platform posted by others or use such information for any purpose inconsistent with the purpose contemplated hereunder.

16. Privacy

PLEASE REVIEW THE VC "PRIVACY POLICY". THE TERMS OF THE PRIVACY POLICY ARE INCORPORATED INTO, AND CONSIDERED PART OF, THESE TERMS OF USE.

17. Website for Specified Territory Only; International Use Limited

PLEASE NOTE THAT THE PLATFORM IS BASED IN THE APPLICABLE TERRITORY AND IS HOSTED ON SERVERS LOCATED IN THE UNITED STATES. IF YOU USE THE PLATFORM OR, WHERE APPLICABLE, THE SERVICE FROM OUTSIDE THE TERRITORY, PLEASE NOTE THAT YOUR INFORMATION MAY BE TRANSFERRED TO AND MAINTAINED ON COMPUTERS AND SERVERS LOCATED OUTSIDE OF YOUR STATE, PROVINCE/TERRITORY, COUNTRY, OR OTHER GOVERNMENTAL JURISDICTION, WHERE PRIVACY LAWS MAY NOT BE AS PROTECTIVE AS THOSE IN YOUR JURISDICTION. YOUR CONSENT TO THESE TERMS OF USE AND PRIVACY POLICY FOLLOWED BY YOUR SUBMISSION OF INFORMATION TO VC REPRESENTS YOUR AGREEMENT TO THE TRANSFER OF SUCH INFORMATION TO THE UNITED STATES AND THE HANDLING OF YOUR INFORMATION CONSISTENT WITH THE TERMS OF USE AND THE PRIVACY POLICY AND APPLICABLE UNITED STATES LAW.

VC makes no representation that the Platform or any aspect thereof will be available or appropriate for use in locations outside of the Territory. Those who choose to access the Platform from locations outside the Territory do so at their own risk and are responsible for compliance with local laws and regulations.

Visitors and Members are responsible for compliance with all United States and Canadian export laws and regulations when such Visitor or Member exports any products, services, content or materials provided through the Platform.

18. Copyright Policy

If you believe that VC has acted in violation of your copyright rights, please contact us pursuant to the terms of our <u>Copyright Policy</u>, the terms of which are incorporated into, and considered part of, these Terms of Use.

19. Modifications to the Terms of Use

VC may modify these Terms of Use (or any part thereof, including without limitation our ability to charge a fee in respect of the Services, and the amount of such fee) from time to time, and, to the extent permitted under the applicable law, such modification shall be effective upon the posting of such change by VC on the Platform. You agree to be bound to any changes to these Terms of Use that are applicable to you when you use the Platform after such modification is posted.

If you are a Member of the Service, where required by applicable law, we will notify you of any changes to these Terms of Use by notice on the Platform at least thirty (30) days before the modification comes into effect. In addition, where required by law or at our discretion, we will provide you notice using email or your mailing address, or any other contact information we have for you, in our discretion. Where required by law or at our discretion, this notice will be provided at least thirty (30) days before the change comes into effect (or such longer period as may be required by applicable law) and will as required by law set out the new clause, or the modified clause and how it read formerly, and the date on which the change will come into effect. Before the change comes into effect, you may cancel this agreement rather than accept the change. To the fullest extent permitted by law, as your sole remedy and where required by law, you may refuse the modification and rescind, or cancel this agreement without cost, penalty, cancellation fee or cancellation indemnity, by providing us with notice to that effect no later than thirty (30) days after the modification comes into force, using the information in the notice, if the change results in increased obligations to you or a reduction of obligations on us. To the fullest extent permitted by applicable law, your continued access to or use of the Platform or Services, after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, these Terms of Use, as modified.

20. Warranty Disclaimer

TO THE FULLEST EXTENT ALLOWED BY LAW, THE PLATFORM IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, VC DISCLAIMS ANY WARRANTIES AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PLATFORM. WE DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

A POSSIBILITY EXISTS THAT THE PLATFORM, ANY VC CONTENT OR ANY SAMPLES OR OFFERS MADE BY MANUFACTURERS COULD INCLUDE INACCURACIES OR ERRORS, AND THAT UNAUTHORIZED ADDITIONS, DELETIONS, AND ALTERATIONS COULD BE MADE BY UNAUTHORIZED THIRD PARTIES. ALTHOUGH VC ATTEMPTS TO ENSURE THE INTEGRITY AND ACCURACY OF THE PLATFORM, VC CONTENT AND SUCH SAMPLES AND OFFERS, WE MAKE NO GUARANTEES WHATSOEVER AS TO THEIR COMPLETENESS, CORRECTNESS, OR ACCURACY. IN THE EVENT THAT SUCH AN INACCURACY ARISES, PLEASE INFORM US SO THAT IT MAY BE CORRECTED.

MORE SPECIFICALLY, ALTHOUGH VC ATTEMPTS TO VERIFY THAT THE SAMPLES PROVIDED BY PARTICIPATING MANUFACTURERS ARE AS DESCRIBED AND HAS A POLICY OF DISCONTINUING THE ABILITY OF A PARTICIPATING MANUFACTURERS TO PROVIDE INFORMATION ABOUT SAMPLES THROUGH THE SERVICE IF WE LEARN THAT A PARTICIPATING MANUFACTURER IS NOT PROVIDING SAMPLES AS DESCRIBED IN THE SERVICE, VC IS A SERVICE INTENDED ONLY TO PROVIDE A MEANS OF CONNECTING INTERESTED Members TO SAMPLES AND OTHER INFORMATION ABOUT MATERIALS OFFERED BY MANUFACTURERS. AND YOU ACKNOWLEDGE AND AGREE THAT, VC IS NOT RESPONSIBLE FOR THE ACCURACY OF SAMPLE CONTENT OR THE SAFETY OR EFFICACY OF SAMPLES OR THE ULTIMATE MATERIALS OF WHICH THEY ARE A SAMPLE, AND IT IS YOUR RESPONSIBILITY TO SEPARATELY REVIEW ANY SAMPLES, AND THE MANUFACTURER'S SPECIFIC TERMS AND CONDITIONS AS LISTED IN EACH MANUFACTURER-SPECIFIC AREA AND IN CONNECTION WITH THE PARTICIPATING MANUFACTURER, AND TO REQUEST ADDITIONAL INFORMATION FROM, AND PERFORM YOUR OWN DUE DILIGENCE ON, THE PARTICIPATING MANUFACTURER AND THE SAMPLES OFFERED BY THEM BEFORE MAKING A FINAL DECISION TO PLACE AN ORDER FOR ANY SUCH SAMPLES WITH VC, REGARDLESS OF WHETHER THE SAMPLES ARE IN STOCK AND SENT FROM VC OR OUT OF STOCK AND SUPPLIED DIRECTLY BY THE PARTICIPATING MANUFACTURERS. VC MAKES NO GUARANTIES REGARDING NON-DELIVERIES OR MIS-DELIVERIES OF SAMPLES BY CARRIERS, THEFT, OR UNAUTHORIZED ACCESS OF INFORMATION OR ANY FAILURE OR PERFORMANCE OF THE PLATFORM OR SERVICE.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

21. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL VC, MANUFACTURERS, OR THEIR SUPPLIERS AND LICENSORS HAVE ANY LIABILITY TO ANY Member OR VISITOR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER ARISING IN CONTRACT, EQUITY, TORT, INTENDED CONDUCT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS OR LOST PROFITS IN CONNECTION WITH OR ARISING OUT OF (A) THE USE OR INABILITY TO USE THE PLATFORM, (B) ANY TRANSACTIONS CONDUCTED THROUGH OR FACILITATED BY THE PLATFORM OR SERVICE, INCLUDING ANY SAMPLES REALIZED BY YOU THROUGH YOUR USE OF THE SERVICE; (C) ANY CLAIM ATTRIBUTABLE TO ERRORS. OMISSIONS, OR OTHER INACCURACIES IN THE PLATFORM, (D) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (E) ANY OTHER MATTER RELATED TO THE PLATFORM OR ANY VC CONTENT OR INFORMATION PROVIDED ON THE PLATFORM, EVEN IF VC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF VC FOR ANY DAMAGES WHATSOEVER FROM ANY CLAIM ARISING FROM YOUR USE OF THE PLATFORM OR SERVICE SHALL BE LIMITED TO THE GREATER OF: (I) ONE HUNDRED DOLLARS (\$100.00), AND (II) THE AMOUNT IN FEES THAT YOU HAVE PAID TO VC FOR ANY SAMPLES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS DO NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, YOU HEREBY WAIVE ANY PROVISION IN LAW, REGULATION, OR CODE SIMILAR REQUIRING SUCH RELEASE. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THESE SERVICE TERMS, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR PROVISION IN ANOTHER JURISDICTION. YOUR ABILITY TO USE THE VC SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THESE SERVICE TERMS.

22. Indemnity

You understand and agree that you are personally responsible for your behavior in connection with the Platform. You agree to indemnify, defend and hold harmless VC, its subsidiaries, affiliates, officers, agents, and other partners and employees and any suppliers, including, without limitation, any Manufacturers and third-party information or content licensors to the Platform, harmless from any loss, liability, claims, demands, damages and costs (including, but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, due to or arising out of (a) use or misuse of the Platform or the Service by you or any other person using your Registration Account; (b) any violation or breach of these Terms of Use; or (iii) any violation of any of the rights of any other third party.

23. Governing Law and Jurisdiction

Other than for individuals resident in the province of Quebec, these Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules. You agree to first contact VC at Vendor Contacts, Attention: General Counsel, 3651 FAU Boulevard, Boca Raton, Florida, 33431, regarding any dispute, claim, or controversy involving VC or any of its agents, assignees, affiliates, licensees, successors in interest, legal representatives, Members, directors, officers, employees and affiliates (hereinafter, the "Released Parties") arising out of or related to your use of the Platform or, where applicable, the Service, or these Terms of Use.

Except in the case where VC needs to enforce its rights with injunctive relief as specified below, and other than for individuals resident in the province of Quebec, you and VC agree to submit to the personal and exclusive arbitration of any such disputes, claims, or controversies, under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in the State of New York. You covenant not to sue VC or any other Released Parties in any other forum for any disputes, claim, or controversies arising out of or relating to the use of the Platform or, where applicable, the Service, or these Terms of Use.

For injunctive relief, you expressly agree that any claim or action arising out of or relating to the Platform Terms of Use or your use of the Platform and the Service shall be filed only in the state or federal courts located in New York, New York, which shall have exclusive jurisdiction for any such claim or action. You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform, the Service, or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Other than for individuals resident in the province of Quebec, you and VC agree that any proceedings to resolve or litigate any dispute, whether through a court of law or arbitration, shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, private attorney general action, or similar action.

25. Jury Trial Waiver

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Platform, the Service, or these Terms of Use:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A JURY. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A Member OF A CLASS ACTION, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE, AND YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OR IT IS FOREVER BARRED.

26. Entire Agreement; Order of Precedence; Waiver; Severability

Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and VC with respect to the Platform and the Service and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and VC.

To the extent of any conflict or Ambiguity between these Terms of Use and any VC policies or any other terms and conditions as posted on the Platform, the order of precedent for Members of the Service shall be: (a) these Terms of Use, (b) the VC policies and (c) the other terms and conditions as posted on the Platform, but solely to the extent of any conflict or Ambiguity.

VC's failure to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be deemed to be substituted with a valid, enforceable provision which most closely reflects the original intent of the parties, and the remaining portions shall remain in full force and effect.

27. Comments

If you have any comments or questions about the Service, please contact us at:

Chief Operating Officer Vendor Contacts 808 N Wells Ave Chicago, Illinois, 60610

With a copy to:

General Counsel Vendor Contacts 808 N Wells Ave Chicago, Illinois, 60610 The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Please contact us with any questions.

29. Acceptance

These Terms of Use (including any VC policies or any other terms and conditions as posted on the Platform) are accepted upon your use of the Platform.

I HAVE READ THE ENTIRE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.