

# Business Partner Network Usage Policy

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## 1. Policies, Terms and Conditions.

The following policies and terms and conditions apply to all visitors to or users of this Web Site. Please read this Agreement carefully before accessing or using any service(s). By accessing or using any service(s), you agree to be bound by the policies and terms and conditions set forth below. If you do not wish to be bound by these policies and terms and conditions, you may not access or use the service(s). TTX Company ("TTX") may modify these policies and terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified policies and terms and conditions. You agree to review the policies and terms and conditions periodically to be aware of such modifications and your continued access or use of any service(s) shall be deemed your conclusive acceptance of the modified policies and terms and conditions. In the case of any violation of these policies or terms and conditions, TTX reserves the right to seek all remedies available by law and in equity. These policies and terms and conditions apply to all present and future visits to the Business Partner Network.

## 2. Customer Access.

TTX offers this Business Partner Network for the benefit and convenience of its customers. Access to the Business Partner Network is restricted to authorized TTX personnel, and authorized TTX customers and their agents and employees. You agree that you are a TTX customer or an agent or employee of a TTX customer, that you are over the age of eighteen (18), and that you are authorized to access the Business Partner Network. If you are an agent or employee of a TTX customer, you also agree that you are legally authorized to transact business with TTX on behalf of that customer.

## 3. Limited License.

The Business Partner Network includes software and technology that is proprietary to TTX. TTX hereby authorizes you to use this software and technology for the purpose of and in consideration for transacting business with TTX. No other use of the proprietary technology is authorized. The limited license granted herein may not be transferred, sub-licensed, marketed, or sold.

Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any proprietary right of TTX or any third party, including rights under any patent, trademark, copyright, or trade secret. TTX neither warrants nor represents that your use of materials displayed on the Business Partner Network will not infringe upon the rights of third parties not owned by or affiliated with TTX.

THE SOFTWARE AND TECHNOLOGY EMPLOYED BY AND IMPLEMENTED IN THE BUSINESS PARTNER NETWORK ARE PROTECTED BY PROPRIETARY RIGHTS. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THIS SOFTWARE OR TECHNOLOGY MAY BE USED WITHOUT PRIOR WRITTEN PERMISSION FROM TTX.

ALL CONTENT ON THE BUSINESS PARTNER NETWORK IS PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THE BUSINESS PARTNER NETWORK MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM TTX. USERS ARE NOT

PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT, OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THIS SITE FOR ANY PUBLIC OR COMMERCIAL PURPOSES.

#### **4. User ID and Password.**

Access to the Business Partner Network is controlled through use of user IDs and/or passwords. You agree to keep your assigned user ID and/or password confidential and to immediately notify TTX if there is reason to believe your assigned user ID and/or password has been improperly disclosed or otherwise compromised.

You agree that any claims, losses, and direct or consequential damages resulting from your carelessness or negligence with respect to the assigned user ID and/or password are your responsibility.

#### **5. Confidential Data and Information.**

Except as required by law, TTX will maintain the confidentiality of all data and information transmitted to TTX by the user. Transactions on the Business Partner Network take place on a secured basis and communications are encrypted.

You agree to take all reasonable steps to protect confidential information concerning TTX, its suppliers or customers and that you will not disclose such information to unauthorized persons.

TTX will use information provided when registering for access to the Business Partner Network for internal purposes in order to provide secure and quality service. User activity may be monitored and recorded. By accessing and using the Business Partner Network, you expressly consent to such monitoring and recording.

Even if all reasonable steps to secure the confidentiality of TTX information and/or customer information are taken, there is still a risk that information transmitted via the Business Partner Network could be compromised. You expressly accept such risk and waive any claim or cause of action for losses or damages that in any way arises out of the unintentional disclosure of your confidential information.

#### **6. Disputed Transactions.**

You agree that in the event of any dispute concerning transactions processed or requested via the Business Partner Network, TTX's records of such transactions are prima facie proof of the transaction and that you bear the burden of challenging the validity of TTX's records.

You agree that in the event of any obvious discrepancy between the transactions requested via the Business Partner Network and rates, quotes or other terms embodied in any contract between you and TTX, TTX shall have the right and duty to suspend the requested transaction until the discrepancy can be resolved. In the absence of such obvious discrepancy, any transaction requested on the Business Partner Network will control.

#### **7. Compliance With Applicable Laws; Export Control Laws.**

All applicable federal, state, and local laws govern user access to the Business Partner Network. All information available on the Business Partner Network is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

## **8. Copyrights.**

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## **9. Trademarks.**

The trademarks, logos and service marks ("Marks") displayed on the Business Partner Network are the property of TTX or other third parties. Users are not permitted to use these Marks without the prior written consent of TTX or such third party that may own the Mark. "TTX" is a registered trademark of TTX Company.

## **10. General Disclaimer.**

THE SERVICES AND INFORMATION PROVIDED VIA THE BUSINESS PARTNER NETWORK AND ANY ACCOMPANYING SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. TTX MAY CHANGE THE PROGRAMS OR SERVICES PROVIDED VIA THE BUSINESS PARTNER NETWORK AT ANY TIME WITHOUT NOTICE.

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TTX SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS, OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE BUSINESS PARTNER NETWORK OR ANY TTX SERVICE, OR FOR ANY DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF TTX OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. Termination.**

TTX may terminate this Agreement at any time by sending you notice of termination. You are responsible for all transactions requested and processed prior to termination.

## **12. Severability.**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

## **13. Waiver of Breach.**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the Agreement or any other provisions hereof.

**14. Governing Law.**

This Agreement shall be governed by the laws of the State of Illinois, U.S.A.