

## **AFAXYS MARKETPLACE ACCEPTABLE USE POLICY**

***Effective: September 28, 2017***

By using the Services and the Marketplace (as defined in the [Marketplace Terms and Conditions](#)) Participant (and its Authorized Users) ("You") agree to comply with this Acceptable Use Policy ("AUP") and to remain responsible for its Authorized Users. Afaxys Marketplace LLC ("Company," "We," "Our") reserves the right to change or modify the terms of the AUP at any time, effective when posted on the Marketplace website at [Marketplace AUP](#). Participant's use of the Service(s) and the Marketplace after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

### **Scope of the AUP**

The AUP applies to the Services provided through the Marketplace, where Participants can engage in commercial sale and purchase transactions of certain products and services. This AUP complements, it is in addition to and it is part of the obligations set forth in the [Marketplace Terms and Conditions](#). Capitalized terms not defined herein shall have the meaning set forth in such Terms and Conditions.

### **Unauthorized Activities.**

To be clear, We authorize Your use of this Marketplace only for internal business purposes. Any other use of this Marketplace beyond internal business purposes is prohibited and, therefore, constitutes unauthorized use of this Marketplace. This is because as between You and Us, all rights in this Marketplace remain Our property.

You agree that you will not engage in any conduct or transactions aimed at undermining, subverting or destabilizing the Marketplace, including without limitation, accrual and payment of Fees due in connection with the use of the Marketplace; proxy or sidecar orders (i.e. orders partially placed on the Marketplace that are linked to an off-Marketplace transaction or to a different transaction); offering or accepting side payments, discounts, charges, or other incentives for placing orders outside of the Marketplace; invoicing products or services differently through the Marketplace than those the Supplier offers outside of the Marketplace; and/or engaging in any activity that is not reasonable or in the routine course of business. Standard discounts and off-invoice discounts and rebates which are not intended to subvert the use of or the amounts charged for purchases placed through the Marketplace and/or which are based on making purchases or payments outside of the Marketplace shall not be deemed a breach of this provision.

Unauthorized use of this Marketplace may result in violation of various United States of America and international copyright laws. Because We prefer keeping this relationship drama-free, We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use this Marketplace in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of this Marketplace on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Marketplace;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Marketplace or servers or networks connected to this Marketplace;

- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Marketplace; or
- Attempt to gain unauthorized access to any portion of this Marketplace or any other accounts, computer systems, or networks connected to this Marketplace, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend Us if You violate this AUP and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of this AUP by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim. We may report Your activities including any Submissions or other content associated with You or your accounts and Authorized Users to appropriate law enforcement authorities or other government entities.

### **Submissions**

Certain areas of this Marketplace (e.g., blogs, chat rooms or customer ratings and review areas) may permit You to submit feedback, information, data, text, software, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted.

By submitting any User Submission, You are promising Us that:

- You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User Submissions to enable You to grant to Us the rights in Your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of Your User Submissions;
- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that You may have in Your User Submission;
- Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting Your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than Your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that You consider confidential, proprietary, or personal; and

- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with Your User Submissions and to use Your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of this Marketplace through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through this Marketplace and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, You agree that We may freely disclose Your User Submission to any third party absent any obligation of confidence on the part of the recipient.