Venminder Exchange Terms and Conditions

Welcome to the Venminder Exchange platform and portal (our "**Platform**"). Please read these Terms carefully, because they are a binding agreement between you and Venminder, Inc. ("**Venminder**", "**we**", "**us**" or "**our**").

These Venminder Exchange Terms and Conditions (which we may amend or restate from time to time, these "**Terms**") govern your use of the websites that link to these Terms, including the Platform. In these Terms, the word "Sites" refers to each of these websites and the services offered on those websites. By using the Platform, you automatically agree that: (i) you have read and understand these Terms; (ii) you are bound by these Terms; (iii) these Terms are valid and enforceable against you; and (iv) to the extent you are using the Platform on behalf of a business entity, you have the power and authority to bind that business entity to these Terms. We use the term "you" to refer to you as an individual and to any business entity for which you are acting as an agent or representative.

Services Available Using This Platform.

By creating an account on the Platform and subject to these Terms, you may review ratings ("**Ratings**") generated by our review of third party vendor documentation (the "**Vendor Materials**"). Subject to our obtaining any necessary authorization from a third party vendor, you may additionally purchase and review more detailed assessments ("**Assessments**") of the Vendor Materials that correspond to a particular Rating.

Rights and Ownership.

Upon payment of all applicable fees, we grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to view, download, print and reproduce the Assessments. These are the only rights that you have to the Assessment(s), and the license ends one year from the date the Assessment is made available to you. As between you and us, Venminder is the exclusive owner of the Assessments and all of intellectual property rights in the Assessments.

Fees and Payment.

When you provide payment information to us or to one of our payment processors, you represent that you are the authorized user of the card, PIN, key, or account associated with that payment, that you are expressly authorizing us to charge your credit card or to process your payment with the chosen third-party payment processor for any fees you incur with us. We may require you to provide your address or other information to meet our obligations under applicable tax law. If your use of the Platform is subject to any use or sales tax, then we may also charge you for those taxes. ***You acknowledge and agree that all purchases by you on this Platform are final and nonrefundable.***

Term and Termination.

These Terms apply to you on the date you first use the Platform, and continue in effect until either your account is canceled or we terminate your access to the Platform. You may request that we terminate your access to the Platform at any time by contacting us. We may cancel your account or terminate your access to the Platform if: (i) we cease providing the Platform, in which event we will refund you the pro rata portion of the remaining license term for the Assessment; or (ii) you breach any of the terms of these terms.

Other Legal Terms.

By using the Platform, you agree to indemnify, defend, and hold us and our employees, agents, directors, and affiliates harmless from and against any loss, liability, damage, penalty or expensive (including reasonable attorneys' fees, expert witness fees and costs of defense) that may be suffered or incurred as a result of: (i) your breach of these Terms; (ii) your violation of applicable law; and (iii) your gross negligence or willful misconduct.

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO US UNDER THESE TERMS TO A MAXIMUM AMOUNT OF FEES PAID DURING THE PRIOR SIX (6) MONTHS, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, OUR LIABILITY IS NOT EXCLUDED FOR ANY AMOUNTS WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

THE PLATFORM AND THE ASSESSMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, TO YOU AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT (I) ANY INFORMATION PROVIDED IN THE PLATFORM IS NOT INTENDED TO BE A SUBSTITUTE FOR A FINANCIAL OR LEGAL ADVISOR, (II) WE ARE NOT FINANCIAL OR LEGAL ADVISORS AND OUR ASSESSMENTS DO NOT CONSTITUTE FINANCIAL OR LEGAL ADVICE, AND (III) OUR ASSESSMENTS ARE DERIVED FROM THE VENDOR MATERIALS PROVIDED TO US, AND WE HAVE NO LIABILITY HEREUNDER TO THE EXTENT THE VENDOR MATERIALS ARE INCOMPLETE OR INCORRECT.

Confidentiality.

You agree that the Assessments are our confidential information. You agree not to use the Assessments or for any purpose other than for your internal business purposes. You also agree not to disclose the Assessments to any third party without our prior written consent.

Miscellaneous.

If any provisions of these Terms are held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect and shall be construed in a manner that effectuates the intent of these Terms as a whole, notwithstanding such stricken provision(s).

No provision of these Terms shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

These Terms state the entire agreement and understanding between Venminder and you with respect to your use of the Platform, and supersede all other prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of Venminder or you with respect thereto. In the event of any conflict between any provision in these Terms and any pre-existing agreement between you and us not specifically related to the Platform, the provisions in the pre-existing agreement shall prevail. These Terms shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in these Terms, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to these Terms, any rights or remedies under or by reason of these Terms.

These Terms bind and inure to the benefit of each party's permitted successors and assigns. You may not assign these Terms without our prior written consent. We may assign these Terms in our sole discretion at any time without your consent.

All representations, covenants and warranties shall survive the execution of these Terms, and all terms that by their nature are continuing, including without limitation the 'Rights and Ownership', 'Other Legal Terms', 'Confidentiality' and 'Miscellaneous' sections, shall survive the termination or expiration of these Terms.

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to the internal law of Kentucky regarding conflict of laws. You consent and submit to the exclusive jurisdiction of the federal and/or state courts of Kentucky and any action or suit concerning these Terms (including non-contractual disputes or claims) and/or other related matters shall be brought in federal or state court with appropriate subject matter jurisdiction in Kentucky. You shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. ***You acknowledge that you have read and understand this clause and agree willingly to its terms.***

Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, acts of war or terrorism, outbreaks, epidemics or pandemics, delay or disruption of shipment or delivery, trespass or interference of third parties, whether physical or electronic, governmental restrictions or lockdowns, or similar events or circumstances outside its reasonable control, whether or not otherwise enumerated.

We may update these Terms from time to time in our sole discretion, and will post the new Terms on our website. Each amendment shall be become effective immediately for all users of the Platform, including but not limited to all pre-existing and future accounts. ***It is your responsibility to periodically check our website for updates of these Terms.***

Contact Information.

We will send all notices and other communications required or permitted under these Terms will be sent to your e-mail on file with us.

We can be contacted at:

Venminder, Inc.
400 Ring Road, Suite 162
Elizabethtown, KY 42701