

## TERMS OF USE

### IMPORTANT – READ CAREFULLY

This Site is owned and operated by PartMiner WorldWide Inc. on behalf of itself and its subsidiary and affiliated companies (“PartMiner”), and is made available to Users subject to the User’s compliance with these Terms of Use (“Terms of Use” or “Agreement”).

These Terms of Use are a legal agreement between you (either as an individual or any other legal entity) (alternatively referred to as “you”, “your”, “User”, “Subscriber”, “Member”, “Licensee”) and PartMiner. Access and use of any PartMiner website (“Site”) and/or any PartMiner data, information and/or software products and services (“PartMiner Product(s)”) is subject to, and governed by, this Agreement. By accessing or using the Site or by accessing, downloading and/or using any PartMiner Products, you confirm your agreement to and acceptance of these terms. PartMiner reserves the right to update the Agreement at any time without notice to you.

**I. Access and Limited Rights.** PartMiner has the option to terminate your Site access, without notice, for: (a) any conduct that PartMiner, in its sole but reasonable discretion, believes is in violation of any applicable law or is harmful to the interests of another User, a third-party provider, a service provider or PartMiner; (b) an attempt to disrupt or interfere with PartMiner’ servers, networks, computer programs, information or services; (c) attempting to use, disclose or disseminate any PartMiner Product or information in violation of this Agreement, (d) violation of any term in this Agreement, or (e) for any other reason in PartMiner’s sole discretion. You agree that PartMiner shall not be liable to you or any third party for any termination of your access to the Site. Further, any unauthorized or prohibited use may additionally subject you to civil liability and criminal prosecution under applicable national, federal and state laws.

**II. Rules of User Conduct.** You agree that you will not use the Site to engage in any of the following activities:

- produce any mass unsolicited flooding or e-mail (e.g. chain letters, junk mail), advertisements, or solicitations of any kind known as “spamming”
- misrepresent information by the omission, deletion or forging of headers, return mailings, Internet protocol addresses or other manipulation of identifiers to disguise the origin of any content
- create a mechanism or device to cloak identity or contact information, or impersonate any person or entity, or falsely state or otherwise misrepresent any affiliation with any person or entity
- engage in any illegal, unethical, defamatory, threatening, obscene, immoral, harassing, libelous, abusive or invasive manner
- infringe or violate any party's copyright, trademark, trade secret, patent or other proprietary rights, including but not limited to using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, using or distributing third party information protected as a trade secret in violation of a duty of confidentiality, and publishing web pages that contain links that initiate downloads of copyright infringing or other illegal material
- post, transmit or disseminate any worms, viruses or other harmful, disruptive or destructive files, code or programs
- engage in any activities which will bypass, disrupt, disengage, penetrate or harm any security devices used by the Site
- engage in any activity which would degrade others’ usage of the Site
- engage in any activity which would require any type of an entry fee
- engage in the misuse of the Site for distributed attacks, spoofing or other unethical hacking techniques.

In addition, without limitation, a User shall not: (i) market, sell or distribute any data, or other information obtained from use of the Site, (ii) make any data available to any other individuals, (iii) mine, scrape or otherwise electronically obtain data from the Site or PartMiner Products unless expressly authorized to do so, (iv) obtain download, use, archive, publish, transmit, translate, reverse engineer, decompile, disassemble or created derivative works based on the Site, the PartMiner Products or any data, (v) copy the Site, PartMiner products or any data contained or obtained therein, or (vi) remove or deface any legends,

restrictions, product identification, copyright, trademark, or other proprietary notices from the Site, PartMiner Products or related documentation.

### **III. PartMiner Product Licensing Terms**

#### **(A) Authorized User Registration**

You become an authorized User and licensee (referred to as “you” or “Subscriber” or “Member”) of specifically ordered PartMiner Products by accessing, downloading (even on a temporary basis) and/or using any PartMiner Products. For certain PartMiner Products, you may be required to register by (1) completing the registration process; and (2) agreeing to all the provisions of the Terms of Use together with any terms and conditions that are product specific.

For those PartMiner Products that require User registration, you must use your full legal name (and the full legal name of your company) when registering and subscribing. You must also give your title and address of your company. PartMiner may assign a separate identification and password for each authorized User within the company to access the subscribed product or may provide one password for each company, in which case such password may only be shared with your company’s authorized Users. For all Products, you agree to inform PartMiner in writing when any authorized User of your company (a) ceases employment with your company; or (b) is no longer an authorized User. For all PartMiner Products, you agree that you are solely responsible for and liable for any expenses, costs, liabilities, and damages incurred by unauthorized access to your account and/or failure to so inform PartMiner.

#### **(B) Additional Product Terms and Conditions.**

**(1) Product Subscriptions and Memberships.** All PartMiner Product or other service subscriptions and memberships shall be governed by PartMiner’s Services Agreement terms and conditions, as amended, currently located at [www.partminer.com/main/termsandconditions](http://www.partminer.com/main/termsandconditions) and incorporated herein by reference.

**(2) Part Purchases.** All electronic component or other part or good purchases from PartMiner shall be governed by and subject to PartMiner’s Standard Terms and Conditions of Parts Sales, currently located at [www.partminer.com/main/termsandconditions](http://www.partminer.com/main/termsandconditions) and incorporated herein by reference

**IV. Third Party Links and Sites.** Linkage of this Site to another requires PartMiner’s prior written approval. This Site may contain links to other Internet sites, resources and/or sponsors of the Site. PartMiner does not verify, warrant, endorse or take responsibility for the availability, accuracy, completeness or quality of the content contained in these outside sites.

**V. Indemnity.** The User agrees to indemnify and hold PartMiner, its affiliates, subsidiaries, parents and third party vendors harmless from and against any claims, damages and expenses, including legal and professional fees, arising from or in connection with all use of the Site or the PartMiner Products, including access under the User’s password even if the Subscriber allows some other person to use his, her or its password, or the license terms and conditions.

### **VI. Disclaimer of Other Warranties**

This Site and all PartMiner Products are provided “AS IS” and use of and access to the PartMiner Products and the Site is at User’s sole risk, and PartMiner DISCLAIMS, NEGATES AND NULLIFIES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. PartMiner does not guarantee that access to the Site or a PartMiner Product will be uninterrupted, available, accessible or error free or that the Site or PartMiner Product will be free of infection by “viruses”, “worms”, “Trojan horses” or other contaminating or destructive properties.

Further, User understands and agrees that:

- Neither PartMiner nor its third party providers makes any representations or warranties regarding the quality, accuracy, reliability, usability, results, or any other characteristic, including, but not limited to, the performance, security, capability, currentness or profitability related to a User's use of the Site or PartMiner Products. Neither PartMiner nor its third party providers makes any representation or warranty that the Site or PartMiner Products will meet a User's requirements or that such User's access to same will be uninterrupted or error-free.

- The User assumes total liability, risk and responsibility for its use of the Site and PartMiner Products.

- Neither PartMiner nor its third party providers make any warranties, express or implied, that PartMiner, the Site or PartMiner Products will be in compliance with any applicable laws, regulations, rules, ordinances or other governmental requirements, including, but not limited to, export, import or trade control laws and laws relating to the shipment or transit of items purchased or sold through the use of the Site or PartMiner Products, whether in the state or country where the User is located, from which the User accesses or uses the Platform, or any other jurisdiction.

- PartMiner is not responsible for, provides no representations, warranties or guarantees with respect to, and will not be held liable in any way for any content, information or material on any third party website, including without limitation, any third party website accessible by a link in the Site or PartMiner Products.

**VII. Limitation of Liability.** The User understands and agrees that, to the fullest extent to which liability may be excluded or avoided, neither PartMiner nor its third party providers will have any liability, whether in contract or tort or otherwise, for any losses, costs or damages (including without limitation lost revenues or profits, loss of business and/or loss of data), and in no event will PartMiner or its third party providers be liable to the User or any third party for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from or related to this Agreement, the Site, the PartMiner Products, or the User's use of the Site or PartMiner Products. The User understands and agrees that the User's sole remedy for any dissatisfaction with PartMiner and/or its third party providers, the Site, or the PartMiner Products is to terminate this Agreement and discontinue the User's use. User assumes the sole responsibility for its use of the Site and the PartMiner Products.

**VIII. Compliance with Laws.** The Site and PartMiner Products may contain information and software that is controlled for export under applicable United States or other governmental laws and regulations. Subscriber is responsible for compliance with applicable laws and regulations, including the U.S. laws and regulations governing export and re-export of goods and services, the Foreign Corrupt Practices Act and US anti-boycott regulations.

**IX. Injunctive Relief.** User further agrees that a breach or threatened breach by User of this Agreement or any other PartMiner terms and conditions would irreparably harm PartMiner in a way that could not be adequately and compensated for by damages. Consequently, PartMiner shall have the right, in addition to any other rights or remedies it may have arising out of the breach, to obtain temporary, preliminary and permanent injunctive relief without the necessity of proving actual damages and without any bond or other security being required.

**X. Confidential Information.** The Site and the PartMiner Products contain Confidential Information of PartMiner. The User understands and agrees that the User will not, without the prior written consent, copy, recirculate, publish, broadcast, distribute, retransmit, or reproduce all or any part of the Confidential Information obtained or received by the User through the use of the Site or the PartMiner Products, except that the User may reproduce such Confidential Information strictly for such User's own internal use.

**XI. Intellectual Property.** The User acknowledges and agrees that, as between the User and PartMiner (a) unless otherwise expressly stated by PartMiner in writing, all Intellectual Property related to the Site and

PartMiner is owned solely by PartMiner or its subsidiaries and affiliates and that the User will use such Intellectual Property only in connection with use of the Site or PartMiner Products in strict compliance with this Agreement, (b) the User does have not and will not acquire through the use of the Site or PartMiner Products any proprietary or ownership right to or interest in such intellectual property, and (c) the User will not do, or aid or cause any other person or entity to do, anything to infringe, violate or impair PartMiner's rights in such intellectual property. The User acknowledges that these items may be protected by United States and international copyright and other intellectual property laws and that such User shall obtain no rights or title to same, except as expressly granted herein. PartMiner hereby reserves all rights owned or licensable by PartMiner that are not expressly granted herein to User. The User shall treat these items as Confidential Information.

**XII. User Data.** The User's name and other information regarding the User shall be collected, used, and processed by PartMiner in a manner consistent with the PartMiner Privacy Policy. The User hereby grants PartMiner, subject to the Privacy Policy, a perpetual, exclusive, world-wide, royalty-free license to collect, maintain and use the User data collected during the term of this Agreement, including for aggregation, mining, marketing, dissemination, distribution, display, publication or other purposes.

**XIII. Entire Agreement.** These Terms of Use set forth the entire agreement of the parties with respect to the subject matter of the Agreement, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties, including terms or conditions on any other purchase order issued by or to User. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties prior to accessing the PartMiner Product(s). These Terms of Use may not be altered by action, inaction or course of dealing between the parties. These Terms of Use may only be altered by (a) prior written mutual agreement between PartMiner and User; or (b) PartMiner posting revisions on the Site. No amendment to or modification of this Agreement will be binding unless in writing and signed by PartMiner.

**XIV. Notices.** Any notices from PartMiner required or permitted will be given to you by: (i) electronic mail to your address indicated on the registration form; or (ii) conventional mail to your billing address. Any notices you are required or permitted to give to PartMiner may be sent to PartMiner, 7807 E. Peakview Ave., Suite 400, Centennial, CO 80111, USA, Attn: General Counsel.

**XV. Governing Law and Jurisdiction.** The laws of the State of Colorado, USA shall govern the interpretation and disputes arising from or related to this Agreement, in each instance as though such jurisdiction's choice of law provisions did not exist, regardless of where the User or PartMiner is physically located or where the Site or PartMiner Products are accessed. User agrees any suit brought in connection with this Agreement shall be brought in the federal or state courts in the City and County of Denver, Colorado, USA. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO VENUE, INCLUDING AN OBJECTION BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT SUCH PARTY NOW HAS OR HEREAFTER MAY HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION.

**XVI. Trademarks/Copyright Notices.** The Site may contain the copyrighted property of PartMiner WorldWide Inc and its affiliated and subsidiary companies, all rights reserved. PartMiner' trademarks and service marks include, but are not limited to, PartMiner, PowerBuyer, PowerSupplier, CAPS, CAPS Connect, Expert, and Impart.