



American Compliance Expeditors Inc. dba Vendorply

Terms of Use

OVERVIEW:

American Compliance Expeditors, Inc. dba Vendorply ("Company") provides a subscription service of Vendor Compliance Verification services on behalf of the Vendor ("Subscriber") in accordance with requirements pre-determined and approved by a specified company ("Subscriber's Client"), through a program called "Vendorply" ("Service") over the Internet.

Subscriber has accepted these Terms of Use ("Agreement"), which govern Subscriber's use of Service. As used in Agreement, "service" "our service" or "the service" means the system provided by Company for Subscriber Compliance Verification including all features and functionalities, website, and user interfaces, as well as all content and software associated with the Service.

Subscriber agrees to the Arbitration Agreement and class action waiver described in Section 10 to resolve any disputes with American Compliance Expeditors, Inc. (except for matters that may be taken to small claims court).

1. COMPANY SERVICES.

- a. Compliance Verification: Company performs business checks and/or background screening reports ("Screening Reports"), professional license verification, insurance document verification and other services related to compliance verification in connection with Subscriber's business to credential Subscriber for consideration for work for Subscriber's Client's. All requirements for which the Subscriber's compliance are verified are pre-determined and approved by Subscriber's Client and uploaded into the Service and/or outlined in this Agreement,
- b. On-Line Connecting. The Company offers "credentialed" Subscribers the ability to electronically connect with the Subscriber's Client enabling them to be more productive and successful.

2. ACCEPTANCE OF TERMS OF USE

- a. This Agreement governs Subscriber use of the Service. By using, visiting, or browsing the Service, Subscriber accepts and agrees to these Terms of Use. If the Subscriber does not agree to these Terms of Use, do not use the Service.
- b. The Service is provided by the Company or one of its affiliated companies.

3. **CHANGES TO TERMS OF USE.** The Company may, from time to time, change this Agreement. Such revisions shall be effective immediately. We will endeavor to provide prior versions of the Terms of Use for the preceding 2-year period, if requested in writing by the Subscriber.



4. **COMMUNICATION PREFERENCES.** By using the Service, Subscriber consents to receiving and sending electronic communications from Company and Subscriber's Client relating to Subscriber's account. These communications may involve sending and receiving emails to the Subscriber's email address, the Subscriber's Client's email address, the Subscriber's insurance agent's and insurance company's email addresses and any other parties related to the Subscriber's compliance, provided during registration, or posting communications in the Service, or in the "Subscriber Account" page and will include notices about the Subscriber's account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of Subscriber's relationship with Company. Subscriber agrees that any notices, agreements, disclosures or other communications that Company sends to the Subscriber electronically will satisfy any legal communication requirements, including that such communications be in writing. Subscriber should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Subscriber also consents to receiving certain other communications from us, such as newsletters about new Company features and content, special offers, promotional announcements and customer surveys via email or other methods.
5. **Ongoing Subscriber Membership.**
 - a. **Recurring Billing.** By starting Service membership and providing or designating a Payment Method, Subscriber authorizes Company to charge Subscriber a yearly Subscriber membership fee at the then current rate, and any other charges Subscriber may incur in connection with Subscriber's use of the Service, such as taxes or transaction fees, to Subscriber's Payment Method. Subscriber acknowledges that the amount billed each year may vary from year to year. Subscriber authorizes Company to charge Subscriber's Payment Method for such varying amounts, which may be billed yearly in one or more charges.
 - b. **Price Changes.** The Company reserves the right to adjust pricing for Service or any components thereof in any manner and at any time as the Company may determine in Company's sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes to Subscriber's Service will take effect at Subscriber's sole discretion.
 - c. **Billing Cycle.** The Subscriber membership fee for Service will be billed at the beginning of the paying portion of Subscriber's Service membership and each year thereafter unless and until Subscriber cancels Subscriber's Service membership in writing to client.advocate@vendorply.com no less than 45 days prior to Subscriber Service renewal. Company automatically bills Subscriber Payment Method each year on or about 30 days prior to the renewal of Subscriber Service membership initial sign-up corresponding to the commencement of Subscriber paying Subscriber Service membership fee. Subscriber Service membership fees are fully earned upon payment and will not be refunded for any reason. The Company reserves the right to change the timing of billing as indicated below if Subscriber's Payment Method has not successfully settled. In the event Subscriber's Service membership began on a day not contained in a given year, Company may bill Subscriber's Payment Method on a day in the applicable year or such other day as Company deems appropriate. For example, if Subscriber started Subscriber Service membership or became a paying member on December 31st, Subscriber's next payment date is likely to be January 31st, and Subscriber's Payment Method would be billed on that date. Subscriber's Service membership renewal date may change due to changes in Subscriber's Service membership. Visit the Company website and click on the "View billing details" link on the Subscriber's Account page to see the commencement date for Subscriber's next renewal period. Company may authorize Subscriber's Payment Method in anticipation of Subscriber Service membership fee or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against Subscriber's Payment Method. Unless otherwise stated differently, year or yearly refers to Subscriber's billing cycle.
 - d. **No Refunds.** THE COMPANY DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY REASON. ALL FEES ARE EARNED IN FULL UPON PAYMENT. Following any Subscriber Service membership cancellation, however, Subscriber will continue to have access to the Service through the end of Subscriber's Service membership current billing period.



- e. **Payment Methods.** The Subscriber may edit Subscriber's Payment Method information by visiting the Company website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Subscriber does not edit Subscriber's Payment Method information or cancel Subscriber's account (see, "Cancellation" below), Subscriber remains responsible for any uncollected amounts and authorizes Company to continue billing the Payment Method, as it may be updated. This may result in a change to Subscriber's Service membership fee payment billing dates. For certain Payment Methods, the issuer of Subscriber's Payment Method may charge Subscriber a foreign transaction fee or other charges. Check with Subscriber's Payment Method service provider for details.
- f. **Cancellation.** Subscriber may cancel Subscriber's Service membership with no less than 45 (forty-five) days written notice to client.advocate@vendorply.com, and Subscriber will continue to have access to the Service through the end of Subscriber's Service membership yearly billing period. ALL FEES ARE EARNED IN FULL UPON PAYMENT. THE COMPANY DOES NOT PROVIDE PARTIAL OR FULL REFUNDS OR CREDITS FOR ANY REASON. Subscriber's account will automatically close at the end of Subscriber's current billing period.

6. PASSWORDS & ACCOUNT ACCESS.

- a. The Subscriber who created the Subscriber's Service member account is referred to here as the Account Owner. The Account Owner has access and control over the Subscriber account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Company and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card associated with their account). Subscriber is responsible for updating and maintaining the truth and accuracy of the information Subscriber provides Company relating to Subscriber's Service membership account.
- b. In order to provide Subscriber with ease of access to Subscriber's account and to help administer the Service, Company implements technology that enables us to recognize Subscriber as the Account Owner and provide Subscriber with direct access to Subscriber's account when Subscriber revisits the Service, which includes accessing Company ready devices or website.
- c. Subscriber should be mindful of any communication requesting that Subscriber submit credit card or other account information. Providing Subscriber's information in response to these types of communications can result in identity theft. Always access Subscriber's sensitive account information by going directly to the Company website and not through a hyperlink in an email or any other electronic communication, even if it looks official. The Company reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. The Company is not obligated to credit or discount a Subscriber membership for holds placed on the account by either a representative of the Company or by the automated processes of the Company. and Service.

7. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.

- a. THE SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE SUBSCRIBER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF SERVICE, APPLICATIONS, COMPANY READY DEVICES, AND COMPANY SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL COMPANY OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.



- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO SUBSCRIBER.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO SUBSCRIBER. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

8. USE OF INFORMATION SUBMITTED.

- a. The Company is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication Subscriber may send to Company ("Feedback"), including responses to questionnaires or through postings to the Service, including Company website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to Subscriber for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Service. In addition, Subscriber agrees not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.
- b. Please note the Company does not accept unsolicited materials or ideas for Company content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Company. Should Subscriber send any unsolicited materials or ideas, Subscriber does so with the understanding that no additional consideration of any sort will be provided to Subscriber, and Subscriber is waiving any claim against Company and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea Subscriber sent.

9. ARBITRATION AGREEMENT.

- a. If Subscriber is a Subscriber Service member in the United States (including its possessions and territories), Subscriber and Company agree that any dispute, claim or controversy arising out of or relating in any way to the Service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to extremely limited review by courts. Arbitrators can award the same damages and relief that a court can award. The Subscriber agrees that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that Subscriber and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of Subscriber's Service membership.
- b. If Subscriber elects to seek arbitration or file a small claim court action, Subscriber must first send Company., by certified mail, a written Notice of Subscriber's claim ("Notice"). The Notice to Company. must be addressed to 3162 Havencroft Dr., NE, Roswell, GA 30075 ("Notice Address"). If Company initiates arbitration, it will send a written Notice to the email address used for Subscriber's Service membership account. A Notice, whether sent by Subscriber or by Company must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the Company and Subscriber do not reach an agreement to resolve the claim within 30 (thirty) days after the Notice is received, Subscriber or Company may commence an arbitration proceeding or file a claim in small claims court.



10. END USER STATEMENT AND CERTIFICATION

- a. I am agreeing to establish a Vendor Credentialing account with Company and I am agreeing to comply with all obligations contained within this Agreement, and
- b. I am authorizing the completion of a business background check on my business to satisfy credentialing requirements for those companies using the Service for which I provide services to, and
- c. I agree that the information obtained from Company will not be ordered or used in violation of any Federal or state law or regulation, and I am consenting to using electronic means to (i) sign this form, and (ii) receive the Disclosure Statement attached hereto.
- d. I hereby certify that I am authorized to execute the Agreement on behalf of Subscriber.

Subscriber Signature & Date: See confirmation of electronic signature