Terms of Use for CobbleStone Software Version 2019

1. INTRODUCTION

CobbleStone Systems Corp. also known as CobbleStone Software ("CobbleStone") have created, own, and operate multiple software tools, websites, products (each individually referred to hereunder as the "Service”). CobbleStone licenses the Service and software to third-parties (“Licensee”) to utilize and interact with their customers, suppliers, users, and business partners. The Service allow you ("You" or "Your") and other suppliers, customers, users, and other interested parties (each, a "User" and collectively, "Users") to engage in a variety of activities, such as find information, register to do business, locate opportunities, interact with other Users, share information with CobbleStone and third parties, access data and information, post comments, engage in business activities CobbleStone products and services and engage in business activities with third-parties. The Service also includes information created and published by CobbleStone ("CobbleStone Materials") and third parties (“User Content”), such as text, images, files, photographs, graphics, audio, data, software (collectively, the CobbleStone Materials and User Content are referred to as “Content”).

2. ACCEPTANCE OF TERMS

Your access and use of the Service is subject to and governed by these Terms of Use ("TOU”), including any additional or different disclaimers, legal notices, agreements, or terms and conditions that may apply to Your use of or access to any particular CobbleStone Service, CobbleStone Materials, or User Content. Your use of the Service may also be governed by a Licensee provided terms. If there is a conflict between the terms in this Terms of Use and any additional legal terms, this TOU shall supersede. This Terms of Use forms a legally binding agreement between You and CobbleStone. By registering or clicking “I Accept” button as part of a registration process, or by responding to a request from third-party, or otherwise demonstrating your consent to this TOU through a process established by CobbleStone, or by using the Service, You accept and agree to abide by the terms of this TOU. If You do not agree to the terms of this TOU, You should not click the “I Accept” button (or equivalent) or attempt to access or use any CobbleStone Service, Cobblestone Materials, or User Content.

CobbleStone may modify the TOU to reflect changes in our business, applicable law, or for other reasons deemed necessary by CobbleStone. If the terms of the Terms of Use change, CobbleStone will provide notice, which may include, but is not limited to notice provided through the Service or an User account. Except where prohibited by law, updates to the TOU will apply once the changes have been posted or notice has otherwise been given. If You do not agree to changes made to the TOU, You must discontinue your use of the affected Service, CobbleStone Materials, or User Content.

3. FEES

The majority of end-users using CobbleStone Service are not required to pay any fees to CobbleStone for use of Cobblestone Vendor Gateway. However, Users may be obligated to pay fees to participate in opportunities, business, interact and do business with Other Users and third-parties that utilize the Service. It is the User’s responsibility to maintain, understand and fess such fees if applicable.

4. USER CONTENT/LICENSE

CobbleStone does not claim ownership of User Content that you or Users post, upload, input or submit to this CobbleStone Service. You acknowledge that the contents of the Services (other than Your data and others' data) are the intellectual property of CobbleStone and are copyrighted and protected by the United States and international laws. Unless otherwise specified in accordance to a User's content or by Law, CobbleStone grants You a non-exclusive, nontransferable license to print and download content on the Online Services solely for Your noncommercial use provided You maintain the copyright notice and any other notices that appear on any such copies. You may not copy, redistribute outside of your company, or claim rights to any content or information from the Service to display on any other website or system. This section does not apply to Your ownership of Data and does not impose any use restrictions on You as to Your use of Your Data.

You represent and warrant to CobbleStone that You have the right, title, and/or authority to grant such right to CobbleStone. CobbleStone may elect not to post or publish User Content that You submit.

You acknowledge and agree that the relationship between You and CobbleStone is not a confidential, fiduciary, or other special relationship. CobbleStone and a third-party User shall have the right, but not the obligation, to use Your name and other information that You have provided in connection with any use of the User Content You submit, and CobbleStone may continue to use this information after any termination of your account or Your access to the Service for the purpose of identifying the source of User Content that you previously submitted. Nothing in this Terms of Use shall prohibit or restrict CobbleStone's right to create or obtain User Content or submissions similar to or competitive with the User Content that You have submitted.

5. PERMISSIBLE USE OF SERVICE AND CONTENT

The CobbleStone Service, the CobbleStone Materials, and the User Content are for solely for the purposes of interacting with other Users in this Service. You may not copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, rent, lease, or sell the CobbleStone Service, CobbleStone Materials, or User Content without express written permission of its respective owner. You may, however, download, store, and display on your computer or other electronic device, solely to view, utilize subject to this TOU CobbleStone Materials and User Content; provided that: (a) the CobbleStone Materials and User Content may only be used for purposes intended by the posting User and will not be copied or posted on any computer network, or otherwise published, broadcast, or distributed in any manner or media; and (b) the CobbleStone Materials and User Content may not be modified or altered in any way, without express written permission of its respective owner.

You may not use the CobbleStone Service in any manner that could damage, disable, overburden, or impair any CobbleStone Service, server, or the network(s) connected to any CobbleStone server, or interfere with any other party's use and of any CobbleStone Service. You may not attempt to gain unauthorized access to any CobbleStone Service, other accounts, computer systems or networks connected to any CobbleStone server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the CobbleStone Service.

You agree not to use a CobbleStone Service to:

publish, upload, post, email, transmit or otherwise make available any User Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity or business integrity;

impersonate any person or entity, including, but not limited to, a CobbleStone official, CobbleStone employee, or any other third party, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

forge emails, headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service;

download any file or User Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;

interfere with or disrupt the servers, or networks which support the CobbleStone Service, or disobey any requirements, procedures, policies or regulations of networks connected to the CobbleStone Service;

violate any applicable local, state, national or international law and any regulations;

harvest, collect, or store personal information or data of other users.

6. TERMINATION OF USE

CobbleStone may, in its sole discretion, at any time discontinue providing or limit access to the CobbleStone Service, any areas of the CobbleStone Service, or any CobbleStone Materials or User Content provided on or through the CobbleStone Service. If your account is created by another User of the Service ("Other User"), your account may be disabled, changed or deleted by the Other User or by CobbleStone. You agree that CobbleStone may, in its sole discretion, at any time, terminate or limit your access to, or use of, any or all of the CobbleStone Service or any CobbleStone Material or User Content. In the event You are in material breach of the TOU, CobbleStone may, at its sole discretion, suspend or terminate Your account, delete Your Content from the CobbleStone Service, and refuse You any current or future use of a CobbleStone Service without notice. CobbleStone shall not be liable to You or any third party for any such suspension or termination.

If You wish to terminate your account, you may do so by submitting your request via email to support@CobbleStoneSystems.com or to an authorized Other User that created or manages your account. Please note that in the event that you elect to terminate your account, CobbleStone has the right and may elect to continue to post, retain, and publish on the information associated with User Content that You have posted.

7. CONTACT AND FEEDBACK

CobbleStone is not obligated to evaluate, review, or provide any comments to you regarding User Content. At CobbleStone’s sole discretion, CobbleStone and other Users you interact with via the Service, may contact you with updates, feedback, e-mails, notices, status or questions related to your use of the Service and interaction with other Users. If you need to contact Cobblestone you may do so by writing Cobblestone Systems Corp. 428 South White Horse Pike, Somerdale New Jersey 08021 USA.

8. CONFIDENTIAL INFORMATION

You agree not to reproduce any Confidential Information to which you are provided access through a CobbleStone Service in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of CobbleStone or the third party that has prepared such information and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (c) not to disclose any Confidential Information to any party without the prior written consent of Cobblestone or the third party that has prepared such information. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall You use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the CobbleStone Software or compete with CobbleStone or the CobbleStone Service in whole or in part. As used herein, ‘Confidential Information’ shall mean all trade secrets, intellectual property rights, and other information CobbleStone or third parties protect against unrestricted disclosure to others which is (i) either labeled Confidential and accessed through a restricted or non-public area of a CobbleStone Service or pursuant to software downloads, or (ii) reasonably identifiable as confidential based on the type of information and the manner of its disclosure. As used herein ‘reasonable steps’ means those steps You and/or Your Company take to protect Your own Confidential Information, which shall not be less than the industry standard of care.

ALL USER CONTENT POSTED BY YOU TO ANY COBBLESTONE SERVICE OR TO ANOTHER USER OF THE SERVICE SHALL BE AT YOUR OWN RISK, AND COBBLESTONE TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF ANY COBBLESTONE SERVICE.

9. YOUR INFORMATION, PRIVACY, AND DATA PROTECTION

Some of the CobbleStone Services require that You become a registered user. Before you can use these Websites, You have to register with CobbleStone or a third-party that is licensed to use CobbleStone Service and provide CobbleStone or the requesting User with certain information, which may include personally identifiable information, such as your name and your email address (“Personal Data”). By providing CobbleStone with Personal Data, You expressly agree that Cobblestone may collect, use, store and otherwise process Your Personal Data for the purpose of providing you with access to the Service and related activities and communications in which you agree to participate.

You are responsible for and agree to provide CobbleStone with complete, true, and current information, including Personal Data, and to keep Your Personal Data accurate and up to date. You can always correct or update Your Personal Data or request an update of Your Personal Data. Furthermore, You may request information about Your Personal Data stored with CobbleStone, or the correction (in case the relevant Service not allowing You to correct or update your information), or deletion of Your Personal Data by contacting itsg@cobblestonesystems.com. Please note that if You request the deletion of your account or Personal Data, You might not be able to further access and use the CobbleStone Service and your User Content.

You are solely responsible with regard to usage and security of Your password and any activities that occur under Your account. You should create strong passwords that contain at least on upper case character, one lower case character, include numbers, and be over six digits long. You shall not use the account of anyone else at any time. You understand and agree that CobbleStone collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the CobbleStone Service subject to Cobblestone’s privacy statement.

10. INTELLECTUAL PROPERTY RIGHTS

As used herein, ‘Intellectual Property Rights’ means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

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COBBLESTONE IS ONLY NOT RESPONSIBLE OR LIABLE FOR THE USER CONTENT POSTED ON A Cobblestone SERVICE OR WEBSITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF CONTENT SHALL BE AT YOUR OWN RISK. Any Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Content. CobbleStone does not represent or endorse the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any Content provided by third parties on a CobbleStone Service. CobbleStone may remove any Content posted on a CobbleStone Service at its sole discretion, but, if You believe that material that You hold the copyright on is being infringed upon on any CobbleStone Service, please notify in writing CobbleStone Software, 428 SOUTH WHITE HORSE PIKE, LINDENWOLD NJ 08021 Attn. Legal.

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12. USE OF COBBLESTONE AND THIRD PARTY SOFTWARE

In the event that Software provided through a CobbleStone Service or Website is not accompanied by a License Agreement: The Software may be used solely for your personal, informational, noncommercial purposes; the Software may not be modified or altered in any way; and the Software may not be redistributed.

All CobbleStone Software is the copyrighted work of CobbleStone. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works, including the CobbleStone Software, is an infringement of the copyright holder’s rights.

13. INDEMNITY

The following applies if You access a Website from outside the European Union: You agree to indemnify and hold CobbleStone, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of Your User Content or Your usage of a CobbleStone Service, Your breach of this TOU, any additional legal terms, Your unauthorized use of any CobbleStone-owned Intellectual Property, or Your alleged violation of any other rights of a third party.

The following applies if You access a Website from within the European Union: You agree to indemnify and hold CobbleStone, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney’s fees, made by any third party against any of the aforesaid entities or persons due to or arising out of Your culpable breach of this TOU, any additional legal terms or CobbleStone’s Copyright or Privacy Statements.

14. EXCLUSION OF WARRANTIES

CobbleStone Service and Content are being provided to You “AS IS”. To the fullest extent allowable by law, CobbleStone does not guarantee or warrant any features or qualities of any CobbleStone Service or Content, or give any undertaking with regard to any other quality. Statements and explanations on the Service and Content on CobbleStone Service and/or documentation are made for explanatory purposes only; they are not meant to constitute any guarantee or warranty of certain features. No warranty or undertaking shall be implied by a User from any published CobbleStone description of or advertisement except to the extent CobbleStone has expressly confirmed such warranty or undertaking in writing. Warranties are validly given only with the express written confirmation of CobbleStone's management.

15. LIMITATION OF LIABILITY

CobbleStone will not be liable or responsible in any way for any User Content posted on or linked from a CobbleStone Service or Website, including, but not limited to, any errors or omissions in Content, or for any losses or damage of any kind incurred as a result of the use of or reliance on any Content or other material accessed on or through any CobbleStone Service and made available by a third party. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS SHALL NOT APPLY IN CASE OF WILLFUL GROSS NEGLIGENCE BY COBBLESTONE. IN ALL OTHER CASES, NEITHER COBBLESTONE NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGES OR CLAIMS HEREUNDER.

16. APPLICABLE LAW

New York law will govern this TOU without giving effect to any principles of conflicts of laws. You also agree to comply with all applicable export control laws as set forth under the ‘EXPORT CONTROL’ Section below which are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

17. SURVIVAL

Your confidentiality obligations hereunder shall survive termination of Your account. Upon any termination of Your account, or CobbleStone's request, You must cease use of Confidential Information, and/or CobbleStone Service, and return or destroy all Confidential Information in Your possession or control.

18. WAIVER AND SEVERABILITY

The failure of Cobblestone to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. To the extent that any provision in this Terms of Service shall be found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make this TOU as modified, legal and enforceable under applicable laws and the balance of the provisions of this Terms of Use shall not be affected thereby.

19. ENTIRE AGREEMENT

Unless a License Agreement is signed by CobbleStone and You, the Terms of Use represents the entire arrangement between You and CobbleStone in respect of its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to its subject matter. No collateral agreements have been made.

20. EXPORT CONTROL

CobbleStone Service may not be accessed or used by any national or certain countries or groups against which the United States and/or European Union have instituted sanctions, Specially Designated Nationals, and other proscribed persons who are listed on a denied parties list. Due to technical uncertainties preventing verification of the identity and ultimate point of access by any person attempting to access or use a CobbleStone Service, Your access of a CobbleStone Service, including the presentment of any authorized user ID and password, constitutes Your express representation that (1) the person attempting access thereunder is not a national of any such sanctioned country or group or a Specially Designated National, and (2) is not included on such denied parties list, 3) has not been prohibited from participating in US and/or EU export transactions; 4) such use is not restricted, and (5) that, as an Authorized User, You have not disclosed or provided such password and user ID to any such person for use under Your registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.

The following applies if You access a CobbleStone Service from outside the United States and European Union:

You are doing so at Your own risk, and You remain fully responsible and liable for familiarity and compliance with these Terms of Use as well as with the laws, regulations, directives, codes, and rules of the United States, European Union, and the country within which you reside, including applicable import and export compliance laws and regulations, as well those of the jurisdiction from which You are accessing a CobbleStone Service, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on a CobbleStone Service.

The following applies if You access a CobbleStone Service from within the United States:

You agree that Your use of a CobbleStone Service, or any Content will be in compliance with U.S. export control laws and executive orders. The information provided on and through a CobbleStone Service may be deemed in some cases to be controlled technology and subject to the export control restrictions of the United States and other jurisdictions.

IT IS YOUR RESPONSIBILITY TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE COUNTRY FROM WHICH YOU ARE ACCESSING A COBBLESTONE SERVICE.