

3Diligent
Website Usage Terms and Conditions

Welcome to 3Diligent! Thank you for your interest in using the 3Diligent website at www.3Diligent.com (the "Site"). These Website Terms ("Terms") govern your use of the Site. Please read these Terms carefully. By using the Site you agree that you have read and understand, and agree to be bound by, these Terms, including our Privacy Policy which you may find [HERE](#) and at the bottom of each page of the website.

1. **Using the 3Diligent Site.** You must be 13 years or older to use the 3Diligent site. Any user that is under 18 years of age must have the consent of their parent or guardian. By your use of the site you represent that one or the other of the forgoing is true and correct.

2. **License.** 3Diligent hereby grants to each user of the Site a non-exclusive, limited, revocable, personal, and non-transferable license to use the Site for the purposes set forth herein. The license does not include any right or entitlement to ownership or use of any trademark, servicemark, registered or otherwise of 3Diligent or any related entity without prior written consent from 3Diligent.

3. **Sharing and Accessing Content on the 3Diligent Site.** You will remain the owner of all information, plans, designs, drawings, contact information, phone numbers, addresses, email addresses, photographs, or other content ("Content") that you submit to the Site to the same extent that you own such content prior to any such submission. Nonetheless, by submitting information to the Site you understand and agree to grant a worldwide, royalty free license to use the Content that you submit to us via the Site for purposes consistent with these Terms or other agreements that you may enter into with us. You are solely responsible for the truth and accuracy all such Content as well as any representations that you make to us about such Content. By submitting any Content to 3Diligent via the Site, you represent that:
 - (a) You own the rights to all Content or otherwise have the right and grant the license to use the Content set forth above to 3Diligent as set forth herein;
 - (b) That our use of the Content as provided herein and in any other 3Diligent agreement to which you may be a party does not violate the privacy rights, publicity rights, copyright rights, trademark rights, patent rights or other rights of any person;
 - (c) By providing or posting Content, you do not violate any confidentiality, non-disclosure, or contractual obligations you might have with any third party;
 - (d) Any Content or information you provide is provided with the consent of any individual or entity that would have the right to object to your submission of information to the Site.
 - (e) That all Content that you submit via the Site is correct, complete, and up to date and that you will update such Content with reasonable frequency so as to keep the Content current for any use of the Content that could be contemplated under these Terms.

4. **You Agree That You Will Not:**
 - Submit or Use any information that you obtain from the Site to harass, abuse, or harm another person
 - Submit or Use any information that you obtain from the Site to contact, advertise to, solicit, or sell to any visitor without their prior explicit consent;
 - Take any action which threatens, encourages or causes any harm to minors of any kind or to perform any activity which is likely to cause such harm or which assists any other person or group in doing so;
 - You must not attempt to restrict another user from using the Site and you must not encourage or facilitate violations of these Terms of Use or any other 3Diligent terms;
 - Introduce software or automated agents to the Site, or access the Site so as to produce multiple accounts, generate automated messages, or to strip or mine data;
 - Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of the Site, or undertake any action which is harmful or potentially harmful to the Site server structure;
 - Make or attempt any unauthorized access to any user account on the Site;
 - Collect or attempt to collect personally identifiable information of any person or entity without their express consent;
 - Use the Site or any information obtained therefrom to transmit commercial messages for products or services "junk mail", "chain letters", or unsolicited mass mailing, or "spamming";
 - Post Content which is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

- Post Content which promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies;
 - Utilize or introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to the Site and/or server.
 - Crawling, scraping, caching or otherwise accessing any content on the Site via automated means, including but not limited to, RFQs, Bids, Offers, Acceptances Customer Information, Vendor Information.
5. **Third-Party Content on 3Diligent Server.** Content from visitors, advertisers, and other third parties (collectively "Third Parties") may be made available to you through the Site. Because we do not control such content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such content, including advertising and information about third-party products and services; (2) we make no guarantees about the accuracy, currency, suitability, or quality of the information in such content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by such Third Parties.
6. **Ownership of Intellectual Property.** It is understood and agreed that as the result of your use of the Site you may come into possession of information which is the confidential and proprietary information of 3Diligent including but not limited to the functionality, nature, appearance and operational characteristics of the Site. You acknowledge that all right and title to the Site the characteristics thereof are and shall remain the sole intellectual property of 3Diligent and that you have no right, title or interest therein.
7. **Information Usage and Communications.** You hereby consent and agree that as to any information which 3Diligent may collect from you and/or maintain with respect to you, 3Diligent may at its sole discretion disclose such information to public or private third parties as applicable law may require or permit. You agree to the terms of the 3Diligent Privacy Policy with respect to any personally identifiable information that we collect from you. As to information that you may obtain from the Service which may include commercial data such as RFQs, RFQ Data, Specifications, Drawings, Plans, or other such information you agree that you will not use or disclose information obtained from the Service or from any Customer or Vendor on the Service in any manner which is not consistent with (a) applicable laws relating to the intellectual property rights associated with any such information (b) the intent of the Service, and (b) industry standards for discretion related to the exchange of commercial information during the course of negotiations.
8. **Warrantees and Limitations.** 3Diligent does not, in any way, warrant or otherwise guarantee the availability of the Site, system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of 3Diligent.

ACCESS TO THE SITE AND ANY SERVICE ASSOCIATED THEREWITH IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. You hereby expressly waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THESE WEB TERMS, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE THE TOTAL AMOUNT OF FEES PAID BY YOU TO 3DILIGENT FOR ANY SERVICES PROVIDED IN THE THREE MONTHS IMMEDIATELY PROCEEDING ANY ALLEGATION OF ENTITLEMENT TO SUCH REMEDY. IN NO EVENT SHALL 3DILIGENT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES.

10. Upon request by 3Diligent, you agree to defend, indemnify and hold the 3Diligent harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Site; (ii) your breach or

alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by 3Diligent in the defense of any claim. 3Diligent reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of 3Diligent.

11. Miscellaneous Provisions. 3Diligent expressly reserves the right to modify, amend, delete, and/or otherwise alter the Terms and content posted by you and Third Parties at its sole discretion, without notice. In the event of a conflict between any new terms and old terms, the new and/or additional terms will control the conflict.

- (a) 3Diligent expressly reserves the right to limit or terminate your access to its Service or Site at its sole discretion for (a) any violation of these terms (b) .
- (b) These Terms and the use of the Site , Service, and/or 3Diligent Network shall not in any way imply the existence of any partnership, sponsorship, agency, or joint venture relationship between you and with 3Diligent.
- (c) If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed herefrom.

12. Law and Jurisdiction. Any and all claims or disputes by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under these Terms shall be governed by the laws of the State of California without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction. Depending upon your role with 3Diligent, you may be a either a Customer of a Vendor and you may be subject to the terms of the 3Diligent Customer or Vendor agreements in addition to these terms. Where any claim arises arising out of these Terms or any other agreement between you and 3 Diligent, you may bring claims only on your own behalf. Neither you nor 3Diligent will participate in a class action or class-wide arbitration for any claims arising out of your use of the Site. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if 3Diligent is a party to the proceeding. For any claim or dispute not subject to Arbitration, the claim or dispute shall be brought and litigated exclusively in the state courts located within Los Angeles County, California or the federal courts in the Central District of California, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes. You agree that any claim you may have arising out of or related to your relationship with 3Diligent must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

13. Reporting Copyright Violations. To the extent that you believe that you are the owner of copyright protected information posted on the Site without your permission you may contact us at Legal [at] 3Diligent.com. It is the policy of 3Diligent to terminate the account of any person or entity that repeatedly infringes the rights of another and we urge you to consider the rights of others before uploading any Content to the site.

Our DMCA Agent to whom you should direct any takedown notice under the Digital Millennium Copyright Act is as follows:

InternetLitigators® - The Internet Attorneys

10990 Wilshire Blvd. Suite 1025

Los Angeles, CA 90024

Facsimile: 310-469-9610

Email: DMCANotice [at] InternetLitigators.com

14. Contact. You may contact us regarding any questions that you may have with respect to these terms as follows:

3Diligent, Corporation

2711 N SEPULVEDA BLVD UNIT 301

MANHATTAN BEACH CA 90266

Telephone: 855 302 3339

Email: legal [at] 3Diligent.com

- 15. California Law.** Pursuant to the terms of The Electronic Commerce Act of 1984 please be advised that as may be applicable to you under California Law if you are unsatisfied with the manner in which a complaint that you may have regarding the 3Diligent service you may contact the complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.

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