

## **Terms of Use**

These Terms of Use (“Terms”) apply to vendorpedia.org, privacypedia.org, privacypedia.onetrust.com, cookiepedia.co.uk and any other website created and provided by OneTrust LLC and its affiliates (collectively, “OneTrust”) available for general viewing and use that references these Terms of Use. For any OneTrust websites available only to paid or trial subscribers or otherwise only accessible by secure login (“Subscription Sites”), any use thereof shall be governed by the applicable subscription agreement between you (or your company) and OneTrust. These Terms apply (but application is not limited) to all content, services, underlying source files, indexes and databases, and other features offered as part of any OneTrust website referenced above (collectively, except for Subscription Sites, “Site”).

By accessing, browsing, or using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you access, browse, or use this site on behalf of an entity, you represent and warrant that you have authority to bind such entity to these terms. This Site and these Terms may be changed by OneTrust with or without notice. Continued use of this Site following any change constitutes your acceptance of the change. If you do not accept these terms in full, you must not use this Site.

## **Ownership; Use and Restrictions**

The OneTrust name, logos, and related marks are property of OneTrust. This Site contains proprietary material of OneTrust (or its licensors, as applicable) which is protected by copyright, trademark, and other U.S. and international intellectual property laws and conventions. The Site is also protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other applicable laws. OneTrust retains all rights in this Site and the materials herein, including (without limitation) all copyright and other proprietary rights worldwide in all media.

OneTrust may (a) change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database, or content and (b) impose limits on certain features and services or restrict access to parts or all of the Site without notice or liability.

You may not use this Site or any materials herein except as expressly permitted under these Terms. You will not (a) modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the content, software, materials, or Site in whole or in part; (b) reverse engineer or otherwise attempt to discover any source code or underlying technical information (except to the limited extent that applicable law prohibits reverse engineering restrictions) of this Site; (c) use or otherwise export or re-export this Site, or any portion thereof, in violation of the laws and regulations of the U.S.A. or any other country or in violation of any third party’s rights; or (d) use the content on this Site in a way that is commercially prejudicial or competitive with OneTrust.

## **Disclaimers; Limitation of Liability**

While OneTrust attempts to include accurate information in this Site, occasional errors or omissions in content may occur. OneTrust will make reasonable efforts to correct these errors or omissions but can make no representation regarding the accuracy of information provided. ONETRUST DOES NOT VERIFY THE ACCURACY OR COMPLETENESS OF ANY SECURITY DISCLOSURE OR ASSESSMENT PROVIDED ON THE SITE AND SUCH DISCLOSURES OR ASSESSMENTS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONETRUST DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE SITE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE OR THE INFORMATION IT CONTAINS. ONETRUST DOES NOT WARRANT THAT THE SITE WILL BE ERROR-FREE.

ONETRUST DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THIS SITE OR ANY PORTION THEREOF, OR (D) YOUR USE OF THIS SITE.

You are responsible for your compliance with any and all applicable laws and regulations. The Site and any content provided by OneTrust are not intended, and should not be taken, as legal advice.

ONETRUST, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCESSORS, AND ASSIGNS (EACH A "ONETRUST PARTY") SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED IN ANY PART BY YOUR USE OF THE SITE, YOUR RELIANCE ON THE INFORMATION CONTAINED IN THE SITE OR FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; OR (D) LOSS OR INACCURACY OF DATA, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS SITE, INCLUDING ITS CONTENT, REGARDLESS OF ANY NEGLIGENCE OF ANY ONETRUST PARTY.

## **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Georgia, U.S.A, without respect to conflicts of laws principles. All disputes or claims (including non-contractual disputes or claims) under these Terms will be resolved in the applicable court in Atlanta, Georgia, U.S.A. You consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defenses otherwise available.

## **Entire Agreement; Severability**

These Terms incorporate by reference any notices (including OneTrust's privacy notice) contained on this Site and constitute the entire agreement with respect to your access to and use of this Site. If any provision of these Terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

v20190301TermsOfUse