



This Terms of Use (the "Agreement") is a legally binding agreement between you and LTT Partners, LLC ("Company," "We" or "Us") that governs your use of Company' online applications, online services, and applications (collectively, the "Services"). This Agreement incorporates by reference and includes as an integral part of the Agreement the Company Privacy Policy (the "Privacy Policy") found on the Company website. Please note that you must read and agree to the terms and conditions of this Agreement before you use the Company Services. If you do not agree to the terms and conditions of the Agreement, you may NOT use the Services and must promptly uninstall any applications for use of the Services. For a detailed description of the benefits of each of the Company services, please see the Company website.

### **1. Contract Formation**

By accessing the Company's website, or otherwise receiving the Services, you confirm that you have your residence in one of the countries in which Company provides the Services, that any identification information that you submit to Company is true, accurate and complete, that you will update such information in order to keep it current, and that you agree to the terms and conditions of this Agreement and the Company Privacy Policy. You also hereby agree to termination of any previous agreement regarding the subject mater (such as previous Company Terms and Conditions) offered by Company.

This Agreement is in addition to, and does not modify, supersede, or replace any agreement with the Company including, without limitation, the Customer Agreement.

### **2. Changes to the Agreement**

Company may make changes to this Agreement at any time in its sole discretion. Any material changes will be communicated to you and your acceptance of and / or continued use of the Company applications or the Company service after such notification of changes to this Agreement will constitute your acceptance of such changes. Company reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement and its Privacy Policy at any time by posting the amended terms on or within the Services. You may also be given additional notice, such as an e-mail message or messaging within the Services, of any changes. You will be deemed to have accepted such changes by continuing to use the Services. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. No amendment to the Terms of Use or Privacy Policy shall apply to any dispute of which Company had actual notice before the date of the amendment.

If at any point you do not agree to any portion of the then-current version of our Terms of Use, the Company Privacy Policy, or any other Company policy relating to your use of the Services, your license to use the Services shall immediately terminate and you must immediately stop using the Services.

### **4. Privacy Policy**

Use of the Service is also governed by the Company Privacy Policy, which is incorporated herein by reference. Your privacy is important to Us. We designed Company' Privacy Policy to make important disclosures about how We collect and use your content and information and how you

can use the Service to share such information with others. We encourage you to read the Company Privacy Policy carefully and use it to make informed decisions. By creating an account or accessing or using the Services you accept and agree to be bound by these Terms of Use and consent to the collection, use and storage of your information as outlined in the Company Privacy Policy.

## **5. License**

### **5.1. Grant of a Limited License to Use the Service**

Subject to your agreement and continuing compliance with these Terms of Use and any other relevant Company policies or agreements, such as the Supplier Agreement, Company grants you a non-exclusive, non-transferable, revocable limited license to access and use the Service solely for addition to your businesses services, as outlined in the Supplier Agreement, or for business growth purposes. You agree not to use the Service for any other purpose.

### **5.2. Accessing the Services**

By accessing or using the Services, including browsing the Company website, you accept and agree to these Terms of Use and the Privacy Policy. You may also be required to register an account and provide accurate information about your identity. You warrant that you are not prohibited from receiving products of U.S. origin, including services or software. You must provide all equipment and software necessary to connect to the Services, including, but not limited to, a desktop or laptop computer and/or mobile device that is suitable to connect with and use the Services. You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Services. The Company may establish policies and procedures governing access to the Services, including passwords, and policies governing support for approved browsers, devices, reasonable use levels and access. You are responsible for compliance with such policies and procedures.

### **5.3. Use of the Service**

The following restrictions apply to the use of the Service:

- 1 You shall not create an account or make use of the Services if you do not have a bona fide interest in doing business with the Company, including receiving services or purchasing products from the Company;
- 2 You shall monitor your account to restrict use by unauthorized employees, contractors or associates. You accept full responsibility for any unauthorized use of the Service by anyone in connection with your account. You are responsible for any use of your credit card or other payment instrument on your account;
- 3 You shall not have more than one account, at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself;
- 4 You shall not have an account or use the Services if you have previously been removed by Company or previously been banned from utilizing any Company services;
- 5 You shall not use your account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spam) to anyone;
- 6 You shall not use your account to engage in any illegal conduct.

### **5.4. Account Information**

When creating or updating an Account, you may be required to provide Company with certain

personal information, which may include your name, e-mail address, and business profile information. This information will be held and used in accordance with the Company's Privacy Policy and relevant "just-in-time" notices, if any, provided at the point of information collection or use. You agree that you will supply accurate and complete information to Company, and that you will update that information promptly after it changes.

#### 5.5. Username and Password

During the account creation process, you may be required to select a password ("Login Information"). The following rules govern the security of your Login Information: You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you;

The Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

#### 5.6. License Limitations

Any use of the Services in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY SERVICE IS A VIOLATION OF THIS AGREEMENT AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances, engage in any act that Company deems to be in conflict with the spirit or intent of the Services, including but not limited to circumventing or manipulating this Agreement, our service rules, site and service mechanics or policies.

#### 5.7 Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, THE COMPANY MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR COMPANY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE AND USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, IF WE BELIEVE THAT THEY ARE INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF OUR INTELLECTUAL PROPERTY RIGHTS OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

#### 5.8 Accessibility

LTT Partners seeks to provide an accessible resource in its website and online services. LTT Partners refers to guidance published by, among others, the US General Services Administration and W3C, and seeks to implement features that embody success under the WCAG 2.0 Level A criteria. LTT Partners works with service providers for cloud services who assert that they offer

accessible services.

## **6. Ownership**

The Services are copyrighted works owned by, or licensed to, the Company. The Company reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Services.

Company has created, owns, has licensed, or otherwise has rights to use all of the content that appears in the Services. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Services.

## **7. UPDATES TO THE SERVICE**

You understand that the Services is an evolving one. Company may require that you accept updates to the Services and to Company's applications, when available, which you have installed on your computer or mobile device. You acknowledge and agree that Company may update the Services with or without notifying you. You may need to update third party software from time to time in order to receive the Service and access the Company services.

## **8. DISCLAIMERS / LIMITATIONS / WAIVERS / INDEMNIFICATION**

Use of the Company's Services is subject to the limitations and conditions found in the company's policies found upon request.

## **9. DISPUTE RESOLUTION**

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Company agree that We will resolve any claim or controversy at law or equity that arises out of this Agreement or the Service (a "Claim") in accordance with subsection 9.1 below or as We and you otherwise agree in writing. Before resorting to these alternatives, We strongly encourage you to first contact Us directly to seek a resolution by emailing us at [support@ltpartners.com](mailto:support@ltpartners.com). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

### **9.1 Law and Forum for Legal Disputes**

This Agreement and any dispute arising out of or related to it or the Services shall be governed in all respects by the laws of the State of Oregon as they apply to agreements entered into and to be performed entirely within Oregon between Oregon residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Company must be resolved exclusively by a state or federal court located in Multnomah County, Oregon. You agree to submit to the personal jurisdiction of the courts located within Multnomah County, Oregon for the purpose of litigating all such claims or disputes.

## **10. GENERAL PROVISIONS**

### **10.1. Assignment**

Company may assign or delegate these Terms of Use and the Company Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign

or delegate any rights or obligations under the Terms of Use or Privacy Policy without Company's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

#### 10.2. Supplemental Policies

Company may publish additional policies related to specific services such as applications for mobile devices, supplier programs, client support programs and more. Your right to use such services is subject to those specific policies and these Terms of Use.

#### 10.3. Entire Agreement

These Terms of Use, any supplemental policies and any documents expressly incorporated by reference herein (including Company's Privacy Policy), contain the entire understanding of you and Company, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

#### 10.4. No Waiver

The failure of Company to require or enforce strict performance by you of any provision of these Terms of Use or the Company Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Company right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Company of any provision, condition, or requirement of these Terms of Use or the Company Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Use, no representations, statements, consents, waivers, or other acts or omissions by Company shall be deemed a modification of these Terms of Use nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer/owner of Company.

We may notify you via postings on the Company's website and via e-mail or any other communications means to contact information you provide to Us. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

#### 10.5. Force Majeure

Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Company, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Company' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

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