

TRY CONNECTIONS

Connections by The Specialist works Terms of Use

Last updated on March 17, 2020.

CONNECTIONS BY THE SPECIALIST WORKS NETWORK INC. IS A CORPORATION WITH OFFICES AT 1 YORK STREET, SUITE 1501 TORONTO, ONTARIO M5J 0B6, CANADA (“CONNECTIONS BY THE SPECIALIST WORKS” or “WE”/”US”) OWNS AND OPERATES THE WEBSITE LOCATED AT EXACTCONNECTIONS.COM (THE “PLATFORM”). THESE WEBSITE TERMS AND CONDITIONS, WHICH ARE COMPRISED OF OUR TERMS OF USE AND PRIVACY POLICY, APPLY TO ALL USERS OF THE PLATFORM, INCLUDING USERS WHO USE SERVICES PROVIDED THROUGH THE PLATFORM AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE PLATFORM (“USER” or “YOU”).

THE SERVICE (AS DEFINED BELOW) IS INTENDED FOR USE BY BUSINESSES FOR THEIR OWN BUSINESS PURPOSES OR AS AGENTS FOR THEIR RETAIL OR ADVERTISER CLIENTS. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

BY USING THIS PLATFORM YOU INDICATE YOUR ACCEPTANCE OF THESE WEBSITE TERMS AND CONDITIONS FOR AS LONG AS YOU USE THE SERVICE (“TERM”). ANY NEW FEATURES THAT MAY BE ADDED TO THIS PLATFORM FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE.

THESE WEBSITE TERMS AND CONDITIONS MAY BE AMENDED OR UPDATED BY CONNECTIONS BY THE SPECIALIST WORKS FROM TIME TO TIME AND THE TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE PLATFORM. IT IS YOUR RESPONSIBILITY TO REVIEW THESE WEBSITE TERMS AND CONDITIONS FOR ANY CHANGES; PROVIDED, THAT CONNECTIONS BY THE SPECIALIST WORKS SHALL PUBLISH THE REVISED TERMS ON THE PLATFORM AND PROVIDE A NOTICE OF MATERIAL CHANGES VIA EMAIL. THE REVISED TERMS SHALL BECOME EFFECTIVE WITHIN TEN (10) BUSINESS DAYS OF SUCH PUBLICATION OR NOTICE. YOUR USE OF THE PLATFORM AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ALL CHANGES WILL NOT APPLY RETROACTIVELY BUT WILL INSTEAD APPLY PROSPECTIVELY FROM THE DATE OF THE PUBLISHED CHANGE.

THESE TERMS TOGETHER WITH ANY DOCUMENTATION REFERENCED HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND CONNECTIONS BY THE SPECIALIST WORKS WITH RESPECT TO USE OF THE PLATFORM AND SERVICE.

I. Connection by The Specialist Works Terms of Use

II. Connections by The Specialist Works Privacy Policy

I. CONNECTIONS BY THE SPECIALIST WORKS TERMS OF USE

1. The Service. Connections by The Specialist Works provides an online platform where registered users with access to Connections by The Specialist Works' bidding platform through which online retailers who ship products to their customers ("Retailers") and companies who wish to distribute coupons, fliers, other inserts and related marketing material ("Advertiser Materials") that target Retailers' customers ("Advertisers") can create, receive, modify and finalize online requests for bid and online requests to make an offer on Retailers' inventory, each as further described in the applicable Platform Participation Agreement for Advertisers and Retailers (the "Service"). Access and use of the Service is subject to payment of the applicable fees and compliance with the terms of this Agreement.

2. Personal Information. In order to access the Service and interacting with other users, you must be a registered user. In order to register for the Service, and through use of the Service, Connections by The Specialist Works will have access to certain personal information and device data such as the names of personnel who have created accounts and agents and contact information for persons involved in delivering on bids created through the Platform. We will only use your personal information in accordance with the terms of our Privacy Policy at below.

3. Platform Participation Terms. The following terms are applicable to all Advertisers and Retailers using the Service and apply in respect of any and all agreements, bids and proposals by Advertisers and Retailers made through the Service:

a. Advertisers. By registering for use of this service you are acknowledging that you have read and agree to these Terms of Use. If you wish to submit an Offer to one or more Retailer(s) and/or accept a bid submitted by any Retailer(s) then you are affirming that you accept these Terms and Conditions.

b. Retailers. By registering for use of this service you are acknowledging that you have read and agree to these Terms of Use. If you and wish to accept an Offer from one or more Advertiser(s) and/or accept a Offer submitted by any Advertiser(s) then you are affirming that you accept these Terms and Conditions.

4. Important Terms for Users.

a. License to Access and Use Platform. During the Term and subject to the terms of these Terms of Use, Connections by The Specialist Works grants user a non-exclusive, non-transferable, royalty-bearing limited right to access and use the Platform on its own behalf or as agent or manager for companies it represents for the purpose of reviewing, submitting and managing Bids through the Platform. You may sub-license your right to access and use the Platform only to your wholly-owned subsidiaries, provided that you are responsible for their compliance with these Terms.

b. Bids. All bids and campaigns are concluded between Retailers and Advertisers. Although Connections by The Specialist Works may be responsible for providing certain services at the request of Retailers and Advertisers (such as secondary packaging, printing and/or destruction of samples), Connections by The Specialist Works is not a party to any bid or campaign created, managed or fulfilled through the Service and will only be responsible for any services Connections by The Specialist Works agrees to provide for the applicable party or parties.

c. Non-Circumvention. By signing up to use the Platform and/or the Service, you are representing and warranting to Connections by The Specialist Works that you will not approach other users of the Platform/or Service (whether Advertisers or Retailers) in connection with a Campaign or Bid other than through the Platform and you further agree that you will not solicit or offer to carry out campaigns or make a request or fulfil any requests for distribution of Advertiser Materials with other users off the Platform where the distribution opportunity or the connection to the other user was made through an introduction by Connections by The Specialist Works or via your use of the Platform or Service. Failure to comply with this section may result in your immediate removal from the Platform and your inability to continue to use the Service.

d. Payments. Platform usage fees due to Connections by The Specialist Works, as well as payment terms for use of the Service as between Advertisers and Retailers for each campaign, will be spelled out in each Insertion Order and Contract as executed. Further invoicing terms are set out in Section 6 below.

5. Restrictions on Use of the Service. Connections by The Specialist Works reserves the right at all times to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public. In using the Service you shall not:

a. copy any content unless expressly permitted to do so herein;

b. upload, post, email, transmit or otherwise make available any material that:

i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;

ii. You do not have a right to make available under any law or under a contractual relationship;

iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);

iv. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Service or that of any users or viewers of the Service or that compromises a user's privacy; or

vi. or contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;

c. impersonate any person or entity or misrepresent their affiliation with a person or entity;

d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Service or impersonate another person or organization;

e. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service or probe, scan,

or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

f. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;

g. collect or store personal data about other users of the Platform except for the purpose of carrying out a bid or campaign;

h. license, sell, rent, lease, transfer, assign, otherwise commercially exploit the Platform with third parties; or

i. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any software provided as part of the Service, except to the extent the foregoing restrictions are expressly prohibited by applicable law.; or access the Platform or Service in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service. Notwithstanding the generality of the foregoing, independent development of competing technology is not restricted provided that the terms of this Agreement (including confidentiality clauses) are adhered to.

6. Fees for Service. The following fees apply in respect to your use of the Service and are more fully described in the Platform Participation Agreements:

a. Advertiser Fees. Advertiser is responsible for payment outlined at time of campaign launch that represent a percentage of the total distribution fees related to each bid depending on the total volume of Advertiser Materials and for return/destruction of samples.

b. Retailer Fees. Retailer is responsible for payment outlined at the time of bid that represents a percentage of the distribution fees incurred by the Retailer related to each bid and for certain costs relating to return/destruction of samples.

c. Partner Exchange Fees. Connections by The Specialist Works will be entitled to retain a percentage of the distribution fees for any campaign in connection with each bid.

7. Representations and Warranties.

a. Connections by The Specialist Works Warranties. Connections by The Specialist Works represents, warrants, and covenants that: (i) its performance hereunder will comply with all applicable laws; (ii) the Service will be provided in a professional manner consistent with industry standards by qualified, trained, and experienced personnel; and (iii) Connections by The Specialist Works will, at all times during the Term, employ industry standard safeguards to prevent the Service from containing and/or transmitting viruses, Trojan horses, worms, time bombs or other malware (collectively, "Malware").

b. User Warranties. User represents, warrants and covenants that you are, or represent, a company that: (i) has the full power and authority to enter into and perform its obligations under this Agreement and to enter into contracts with other users; (ii) all information provided by you to Connections by The Specialist Works and/or to other users of the Service shall be complete and accurately represent your ability to be bound by the terms hereof and of any agreed campaign or bid; (iii) all offers and bids are for your own account and not for purposes of resale; and (iv) no information provided by you is or will be false, misleading or contain any misrepresentation.

8. Confidentiality.

a. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information disclosed by a party (whether users or Connections by The Specialist Works) (the "Receiving Party"), whether through the Platform or otherwise, that reasonably should be understood to be confidential. Confidential Information includes, without limitation, all bid details or other information collected from other parties on the Platform, including without limitation opportunities, retailers' details, demographic information and pricing options shared or obtained through the Platform and other information about a party's technology, software, products, services, designs, business or marketing plans, customers, clients, or trade secrets. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation of confidentiality; (ii) was known by the Receiving Party prior to its disclosure in the Platform; (iii) was independently developed by the Receiving Party or its representatives without breach of any obligation of confidentiality; or (iv) is received from a third party without breach of any confidentiality obligation.

b. Restricted Use and Nondisclosure. During and after the Term (to the extent any Confidential Information is retained after the expiration or termination of this Agreement), each party will: (i.) use the other party's Confidential Information solely to perform any of its duties under this Agreement, or to exercise its rights under this Agreement; (ii.) not disclose the other party's Confidential Information to a non-affiliated third party unless the third party must access the Confidential Information to perform in accordance with the terms and conditions of this Agreement and the third party has executed a written

agreement that contains terms and conditions that are substantially similar to the terms and conditions contained in this Section 8; and (iii.) use the same standards of care to maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information as such party uses to protect its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care).

c. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Receiving Party's cost, if it wishes to contest the disclosure.

d. Remedies. If the Receiving Party discloses, publishes, shares or uses (or threatens to disclose, publish, share or use) any Confidential Information of the other party in breach of confidentiality protections contained in this section, the other party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

e. Return of Materials. Upon the termination or expiration of this Agreement, or upon earlier request, each party will deliver to the other all Confidential Information of such other party that it may have in its possession or control or, at such other party's request, destroy or permanently delete all copies of such Confidential Information. Notwithstanding the foregoing, neither party will be required to return data, information, or materials that it must retain in order to receive the benefits of or exercise any rights under this Agreement or properly perform in accordance with the terms and conditions of this Agreement.

9. User Content License. Except for material we may license to you, Connections by The Specialist Works does not claim ownership of the materials and/or content you submit to the Platform such as bid requests and the details contained therein ("User Content"). However, by using the Service you grant to Connections by The Specialist Works a worldwide, royalty-free, non-exclusive license to collect, use and store such User Content solely for the purpose of providing the Service. Said license will terminate within a commercially reasonable time after you or Connections by The Specialist Works terminate your account however such information may be retained by Connections by The Specialist Works, subject to maintaining confidentiality, if required in connection with audits or regulatory reviews.

10. Connections by The Specialist Works IP Rights. The Platform and the information which it contains and which we make available via the Platform, is the property of Connections by The Specialist Works and its affiliates and licensors and is protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. Connections by The Specialist Works product or service names or logos appearing in the Connections by The Specialist Works Platform are either trademarks or registered trademarks of Connections by The

Specialist Works Inc. and/or its affiliates. The absence of a product or service name or logo from this list does not constitute a waiver of Connections by The Specialist Works' trademark or other intellectual property rights concerning that name or logo. All other product names are trademarks or registered trademarks of their respective owners.

11. Feedback. If you provide Connections by The Specialist Works with any suggestions, comments or other feedback relating to any aspect of the Platform and/or Service ("Feedback"), Connections by The Specialist Works may use such Feedback in the Service or in any other Connections by The Specialist Works products or services (collectively, "Connections by The Specialist Works Offerings"). Notwithstanding the foregoing and for the avoidance of doubt, Feedback shall not contain your Marks or Confidential Information. Accordingly, you agree that: (a) Connections by The Specialist Works is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to Connections by The Specialist Works, (c) Connections by The Specialist Works (including all of its successors and assigns and any successors and assigns of any of the Connections by The Specialist Works Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Connections by The Specialist Works Offerings, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from Connections by The Specialist Works or any of the other users of the Service in respect of the Feedback.

12. Links & Third-Party Websites. The Service (including User Content) may contain links to other websites that are not owned or controlled by Connections by The Specialist Works. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Connections by The Specialist Works of that third party, third party product or service. Connections by The Specialist Works is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the Service are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Service of a link to any other website(s) does not imply that Connections by The Specialist Works endorses or accepts any responsibility for the content or use of such websites, and you hereby release Connections by The Specialist Works from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

13. Indemnification.

a. Connections by The Specialist Works agrees to indemnify, defend and hold harmless User, its affiliated companies, and their respective officers, directors, employees, and agents from and against all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) brought by a third party arising from or relating to any breach by Connections by The Specialist Works of the intellectual property rights of any third party, failure by Connections by The Specialist Works to comply with

applicable laws and regulations, and any breach by Connections by The Specialist Works of its representations, warranties and covenants contained herein.

b. User agrees to indemnify, defend and hold harmless Connections by The Specialist Works, its affiliated companies, and their respective officers, directors, employees, and agents from any and against all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) brought by a third party arising from or relating to failure by User to comply with applicable laws and regulations, and any breach by User of its representations, warranties and covenants contained herein.

14. DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT THE PLATFORM, SERVICE AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED "AS IS." EACH PARTY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. CONNECTIONS BY THE SPECIALIST WORKS DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE PLATFORM OR IN RESPECT TO ANY PLATFORM THAT CAN BE REACHED FROM A LINK ON THE PLATFORM OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE PLATFORM, AND CONNECTIONS BY THE SPECIALIST WORKS SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY. CONNECTIONS BY THE SPECIALIST WORKS WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICE.

15. LIMITATION OF LIABILITY. OTHER THAN IN RESPECT OF INDEMNIFICATION OR A BREACH OF CONFIDENTIALITY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THE PLATFORM OR THE SERVICE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE PLATFORM, (IV) PERSONAL INJURY (EXCEPT WHERE CAUSED BY THE NEGLIGENCE OF CONNECTIONS BY THE SPECIALIST WORKS) OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE PLATFORM (EXCEPT IN INSTANCES IN WHICH CONNECTIONS BY THE SPECIALIST WORKS HAS FAILED TO MAINTAIN INDUSTRY STANDARD SAFEGUARDS WITH RESPECT TO PREVENTING THE SERVICE FROM CONTAINING AND/OR TRANSMITTING MALWARE) OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL

ON THE PLATFORM OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE PLATFORM. THESE LIMITATIONS SHALL APPLY EVEN IF CONNECTIONS BY THE SPECIALIST WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR A BREACH CONFIDENTIALITY, EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS (\$50) OR (B) AMOUNTS USER HAS PAID CONNECTIONS BY THE SPECIALIST WORKS IN THE PRIOR 12 MONTHS (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. FOR THE AVOIDANCE OF DOUBT, THE LIABILITY PROVISIONS ABOVE GOVERN IN RESPECT OF GENERAL ACCESS TO AND USE OF THE PLATFORM ON THE TERMS OF THIS AGREEMENT. LIABILITY WITH RESPECT TO PLATFORM USE AND SERVICES WITH RETAILERS AND ADVERTISERS IS GOVERNED BY THE SPECIFIC LIABILITY PROVISIONS IN THE APPLICABLE PLATFORM PARTICIPATION AGREEMENTS.

16. Termination. Connections by The Specialist Works may, under certain circumstances and without prior written notice, immediately terminate your ability to access the Service or portions thereof. Cause for such termination shall include, but not be limited to, (a) material breaches or material violations of these Terms of Use or any other agreement that you may have with Connections by The Specialist Works (including, without limitation, non-payment of any fees owed in connection with the Platform or otherwise owed by you to Connections by The Specialist Works), (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Platform (or any part thereof), (e) unexpected legal issues or problems, and/or (f) Your use of the Service for fraudulent or illegal activities. Termination of your access to the Service for the reasons identified in this Section 16 may also include removal of some or all of the materials uploaded by you to the Service. You acknowledge and agree that all terminations may be made by Connections by The Specialist Works in its sole reasonable discretion and that Connections by The Specialist Works shall not be liable to you or any third-party for any termination of your access to this Service or for the removal of any of the materials uploaded by you to the Service for the reasons identified in this Section 16. Any termination of these terms of use by Connections by The Specialist Works shall be in addition to any and all other rights and remedies that Connections by The Specialist Works may have.

17. Availability & Updates. Connections by The Specialist Works may alter, suspend, or discontinue the Service at any time and for any reason or no reason; provided, that except as otherwise set forth herein, Connections by The Specialist Works (a) shall use commercially reasonable efforts to provide advance notice of any suspension or discontinuation of Service, and (b) shall not restrict or terminate your access to the permitted scope of the Service where it has not done so for similarly situated customers, except as otherwise provided in Section 16. The Platform or Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Connections by The Specialist Works may periodically add or update the information and materials on the Service without notice.

18. Security. Information sent or received over the Internet is generally unsecure and Connections by The Specialist Works cannot and does not make any representation or warranty concerning security of any communication to or from the Service or any representation or warranty regarding the interception by third parties of personal or other information; provided, that at all times during the Term, Connections by The Specialist Works will employ industry standard safeguards to prevent the Services from containing and/or transmitting any Malware. You are responsible for safeguarding the password that you use to access the Service and you are responsible for any activities or actions under your password. You agree to keep your password secure. Connections by The Specialist Works will not be liable for any loss or damage arising from your failure to comply with these requirements.

19. Notices. Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by courier delivery, or sent by registered mail, postage prepaid to the Parties at Connections by The Specialist Works' registered address indicated at the start of these Terms and to User by email through the Platform or to the physical address set out below and will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the fifth (5th) day next following the mailing thereof to the addresses provided herein or such other address as a Party may designate in writing from time to time.

20. General. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of either party to exercise or enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by a party must be in writing and shall only apply to the specific instance identified in such writing. Neither party may assign the Terms of Use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without the other party's prior written consent. Notwithstanding the foregoing, each party may assign its rights under these Terms of Use in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the stock or assets of its related business. These Terms of Use are governed by and will be construed in accordance with the laws of the State of Georgia and the Federal laws applicable therein, which will be deemed to be the proper law of this Agreement without regard to its conflicts of law principles. Any dispute arising from, connected with or relating to this Agreement or any related matters must be resolved before the courts in Georgia, USA and the Parties hereby irrevocably submit to the original and exclusive jurisdiction and venue of those courts in respect of any such dispute or matter.

21. Questions/Contact. If you have any questions about these Terms or if you wish to receive any additional information, provide feedback or raise any concerns with respect to the Service, please contact us at: legal@connectionsbytsw.com.

II. CONNECTIONS BY THE SPECIALIST WORKS PRIVACY POLICY

Respecting our partners' privacy is important to us. This privacy policy provides details of what information we collect through the Platform and for what purposes.

OUR PRIVACY PRINCIPLES

Connections by The Specialist Works Network complies with applicable privacy legislation in relation to the collection, use, disclosure and storage of personally identifiable information collected through the Site. Personal Information is information about an identifiable, living individual. This Policy does not apply to information that is not Personal Information or information we collect by means or from other sources other than through the Service or our Site.

INFORMATION WE COLLECT

We ask for Personal Information such as your name and email address when you request information from Connections by The Specialist Works Network through the Site, or if you have correspondence with us. We may also ask for information such as your title, place of work, and location on feedback/enquiry forms. If you sign up to use our services on behalf of a company, we will ask for additional information as required for registration.

Use of Information

We use Personal Information to send you communications such as newsletters, special offers or service updates.

Aggregated Statistics

Connections by The Specialist Works may use third-party analytic tools to measure traffic and usage trends. These tools collect information sent by your browser as part of a web page request, including the web pages you visit, your browser add-ons, your browser's width and height, and other information that assists us in improving your experience. Connections by The Specialist Works may collect voluntary feedback and comments from Partners who interact with our Platform. We collect and use this analytics

information and feedback in aggregate form such that it cannot reasonably be manipulated to identify any particular individual user.

Cookies

Cookies are small text files stored by your browser on your computer when you visit a website. We use cookies to improve our website and make it easier to use. Cookies permit us to recognize you and avoid repetitive requests for the same information. Most browsers will accept cookies until you change your browser settings to refuse them. You may change your browser's settings to refuse our cookies.

DISCLOSURE OF YOUR PERSONAL INFORMATION

We will not rent or sell your Personal Information.

We may share your Personal Information with third-party business partners for the purpose of providing our service to you. Those business partners will be given limited access to the Personal Information that is reasonably necessary to deliver the service, and we will require that such third parties comply with this Privacy Policy.

We will disclose Personal Information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (1) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (2) to enforce the Terms, take precautions against liability, to investigate and defend ourselves against any claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Site; and/or (3) to exercise or protect the rights, property, or personal safety of Connections by The Specialist Works, our Partners or others.

We may also use and disclose your Personal Information to parties connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of Connections by The Specialist Works or our business or assets, for the purposes of evaluating and/or performing the proposed transaction. Assignees or successors of Connections by The Specialist Works or our business or assets may use and disclose your Personal Information for similar purposes as those described in this Policy. Additionally, Connections by The Specialist Works may disclose your Personal Information as necessary to meet legal, regulatory, insurance, audit, and security requirements, and as otherwise with your consent or as permitted or required by law (including as required by applicable Canadian and foreign laws applicable to Connections by The Specialist Works or our agents and service providers, and including lawful requirements to disclose Personally Identifiable Information to government authorities in those countries).

NON-PERSONAL INFORMATION

We may share information with our business partners to deliver online advertisements (“ads”) that may be of interest to you. Connections by The Specialist Works may allow third-party ad servers or ad networks to serve advertisements on the Platform. These third-party ad servers or ad networks use technology to send, directly to your browser or mobile device, the ads and ad links that appear on the Service. The ad-servers automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, and clear gifs) to compile information about your browser’s or device’s visits and usage patterns on the Service (without using any Personal Information), and to measure the effectiveness of their ads and to personalize the advertising content. Connections by The Specialist Works does not provide any Personally Identifiable Information to these third-party ad servers or ad networks without your consent. However, please note that if an advertiser asks Connections by The Specialist Works to show an ad to a certain audience and you respond to such an ad, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach. The Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers or contact such advertisers for more information.

YOUR CONSENT

By providing Connections by The Specialist Works with Personal Information, you consent to our collection, use and disclosure of such information for the purposes described in this Policy. You may withdraw your consent to our collection, use and disclosure of your Personal Information at any time, subject to contractual and legal restrictions and reasonable notice. Note that if you withdraw your consent to certain uses of your Personal Information, we may no longer be able to provide you with certain services (including, but not limited to, the Platform).

SECURITY

We take reasonable steps to protect your Personal Information using physical, electronic or procedural security measures appropriate to the sensitivity of the information in our custody or control, which may include safeguards to protect against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. Authorized employees, agents and mandataries of Connections by The Specialist Works who require access to your Personal Information in order to fulfil their job requirements will have access to your Personal Information.

CHANGES

We reserve the right, at our sole discretion, to modify, alter or replace any part of the Policy without prior notice. Your continued use of our website and application after the changes constitutes your acceptance of the changes. Additional features on the website and/or the Platform are subject to the Policy. It is your responsibility to review the Policy periodically for changes.

ACCESS, CORRECTION & CONTACTING US

If you wish to request access or correction of your Personal Information in our custody or control, you may write to the above address, attention Connections by The Specialist Works. Your right to access or correct your personal information is subject to applicable legal restrictions. We may take reasonable steps to verify your identity before granting access or making corrections. If you wish to make inquiries or complaints or have other concerns about our personal information practices, you may write to us as described above or email us at legal@connectionsbytsw.com.