# Terms and Conditions of Use

Your access to and use of the DC Vendor Portal ("DC Vendor Portal") website (the "Site") is subject to the following terms and conditions, as well as all applicable laws. Your access to the Site is in consideration for your agreement to these Terms and Conditions of Use, whether or not you are a registered user. By accessing, browsing, and using the Site, you accept, without limitation or qualification, these Terms and Conditions of Use.

#### Modification of the Agreement

DC Vendor Portal maintains the right to modify these Terms and Conditions of Use and may do so by posting notice of such modifications on this page. Any modification is effective immediately upon posting, unless otherwise stated. Your continued use of the Site following the posting of any modification signifies your acceptance of such modification. You should periodically visit this page to review the current Terms and Conditions of Use.

#### Conduct

You agree to access and use the Site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site. By accessing the Site, you agree that you will not:

- 1. Use the Site to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense or give rise to civil liability;
- 2. Post or transmit any discriminatory, libelous, harassing, defamatory, obscene, pornographic, or otherwise unlawful content;
- 3. Use the Site to impersonate other parties or entities;
- 4. Use the Site to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Site or the hardware or software of any other person who accesses the Site;
- 5. Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
- 6. Alter, damage, or delete any content posted on the site;
- 7. Disrupt the normal flow of communication in any way;
- Claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or represent;
- Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- 10. Post any material that infringes upon or violates the intellectual property rights of another; or
- 11. Collect or store personal information about others.

## Registration

Certain portions of the Site are limited to registered users and/or allow a user to request support or services online by entering personal information. You agree that any information provided to us in these areas will be complete and accurate, that you will not register under the name of, nor attempt to enter the Site under the name of, another person, and that you will not adopt a user name that DC Vendor Portal, in its sole discretion, deems offensive.

You must be at least 18 years old to become a registered user or to request support or services online. If you are not at least 18, you will be removed from the registered area(s) and/or denied support or services.

#### Termination of Use

DC Vendor Portal may, in its sole discretion, terminate or suspend your access to and use of this Site without notice and for any reason, including for violation of these Terms and Conditions of Use or for other conduct which DC Vendor Portal, in its sole discretion, believes is unlawful or harmful to others. In the event of termination, you will no longer be authorized to access the Site, and DC Vendor Portal will use any means possible to enforce this termination.

#### Other Site Links

Some links on the Site lead to websites that are not operated by DC Vendor Portal. The DC Vendor Portal does not control these websites nor do we review or control their content. DC Vendor Portal provides these links to users for convenience. These links are not an endorsement of products, services, or information, and do not imply an association between DC Vendor Portal and the operators of the linked website. When you select a link to an outside website, you are subject to the terms and conditions of the owner/sponsors of that outside website.

## Policy on Spamming

You specifically agree that you will not utilize email addresses obtained by using the Site to transmit the same or substantially similar unsolicited message to 10 or more recipients in a single day, or 20 or more emails in a single week (consecutive 7-day period), unless doing so is necessary for legitimate business purposes. DC Vendor Portal, in its sole discretion, will identify violations of the limitations on email usage set forth in these Terms and Conditions of Use. Violations may result in your removal from registered areas, denial of support or services, or other consequences.

## Content

DC Vendor Portal reserves the right to monitor any content that you provide, but shall not be obligated to do so. Although DC Vendor Portal cannot monitor all postings on the Site, we reserve the right (but assume no obligation) to delete, move, or edit any postings that violate

these terms and conditions. United States and foreign copyright laws and international conventions protect the contents of the Site. You agree to abide by all copyright notices posted on the Site.

## Indemnity

You agree to defend, indemnify, and hold harmless DC Vendor Portal and all of its employees and agents from any and all liabilities incurred in connection with any claim arising from any breach by you of these Terms and Conditions of Use, including reasonable attorneys' fees and costs. You agree to cooperate fully in the defense of any such claim. DC Vendor Portal reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of DC Vendor Portal.

## **Disclaimer of Warranty**

You expressly understand and agree that your use of the Site, or any material available through this Site, is at your own risk. Neither DC Vendor Portal nor its employees warrant that the Site will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Site. The content and function of the Site are provided to you "as is," without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or currency.

## Limitation of Liability

In no event will DC Vendor Portal or its employees be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use the Site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages.