ASONE™ WEBSITE TERMS OF SERVICE

Welcome to the AsOne Website (the “Site”). These Terms of Service (“Terms”) form a legal agreement between you and AsOne (“AsOne”, “we” or “our”) and govern your access to and use of the Site. Please read these Terms carefully. IF YOU ACCESS THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SITE. These Terms apply to all visitors, users and others who access or use the Site. By using the Site, you represent that you are at least eighteen (18) years of age.

If you are accessing and using the Site on behalf of an organization or entity (“Organization”), then you are agreeing to these Terms both individually and on behalf of that Organization. You represent and warrant that you have authority to bind the Organization to these Terms. If so, then “you” and “your” refer to both you and your Organization.

A. Scope of License.

AsOne grants you a limited, personal, non-exclusive, non-transferable, revocable right to use the Site and features provided herein solely in connection with the purposes for which the Site and its features were designed. You agree that all features of the Site may not work well or at all on any device or computer.

B. Member Accounts and Logins.

Certain features and areas of our Site are available only to current members of our PPA with a valid registration and login. You are responsible for creating account login details (“Login Information”) that are unique and secure, including a password that is sufficiently complex and strong and that cannot easily be guessed or otherwise cracked or hacked, and you must keep your Login Information confidential. You may not allow any third party to use your Login Information under any circumstances. AsOne is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Login Information. You must contact AsOne immediately if you become aware of or believe there is or may have been any unauthorized use of your Login Information, or otherwise wish to deactivate your Login Information due to security concerns.

You will at all times provide and maintain true, accurate, current, authorized, and complete information for your account when submitting information or materials on the AsOne Site. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, AsOne reserves the right to terminate your access and use of the AsOne Site.

C. Confidentiality

Any and all materials provided through the Site that are not publicly available or are otherwise limited to registered users or current members of the PPA constitute the confidential materials of AsOne. You shall safeguard, protect, and hold in confidence all confidential materials made available to you on the Site. You may use the confidential materials solely for your individual informational purposes limited to the conduct of your professional activities and business. You shall not use the confidential materials for any other purpose (including without limitation any purpose competitive with AsOne’s business) or disclose them to any party, even to another PPA member. You may keep a personal copy of confidential materials but AsOne reserves the right to restrict your viewing thereof to the website. Unless expressly permitted otherwise in writing,
all confidential materials obtained through the website must be permanently destroyed upon
termination of your status as a member of the PPA.

D. Information That You Provide

We value the privacy of your information and comply with applicable privacy laws in processing
the information you provide us. Our Site may include functionality that permits you to
communicate with us or send us information. For example, you may ask questions, submit job
applications, sign up for updates, or use other interactive features. Whenever you interact with
us and provide us information, we may collect that information (including your name, contact
information, company name, and technical information provided by your device such as IP
address). We may use this information to respond to your request or communication, improve
our Site and services, comply with law, create aggregated or statistical data, and for other
purposes. If we make significant changes to our information use policy, we try to use
appropriate efforts to notify you.

You hereby consent to receive messages and communications via email, phone call, text/SMS to
a number that you provide, or any other appropriate communication method regarding your use
of the Site or your membership with us (if you have one).

This section only applies to general visitors to our website and it may not apply to you if we have
a separate contractual relationship with you or your organization.

E. User Obligations; Restrictions.

You warrant and agree that you will abide by all applicable local, state, national and international
laws and regulations with respect to your use of the Site and not interfere with the use and
enjoyment of the Site by other users or with AsOne’s operation and management of the Site.

You shall not do any of the following: (1) distribute or make the Site available over a network
where it could be used by multiple devices at the same time; (2) access parts of the Site that you
are not authorized to access, or attempt to circumvent restrictions imposed on your use or access
of the Site; (3) rent, lease, lend, sell, sublicense, reproduce in whole or part, act as a service
bureau, grant rights in the Site, or otherwise redistribute or use our Site or content in a manner
that would substitute for the Site and our offerings; (4) copy, decompile, reverse engineer,
disassemble, attempt to derive the source code of, modify, or create derivative works of the Site,
any updates, or any part thereof; (5) intercept, examine or otherwise observe any proprietary
communications protocol used by the Site, whether through the use of a network analyzer, packet
sniffer or other device; (6) use any type of bot, spider, virus, clock, timer, counter, worm,
software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes,
instructions or third party software that is designed to provide a means of surreptitious or
unauthorized access to, or distort, delete, damage or disassemble, the Site or any website,
application or service organized or provided by AsOne or existing on any of our network
hardware or infrastructure; (7) use the Site to institute, assist, or become involved in any type of
attack, including denial of service attacks, upon any party; (8) commit trespass or act in a manner
that intentionally burdens network capacity; (9) use or attempt to use the Site in any manner to
harass, abuse, stalk, threaten, defame, harm, or infringe or violate the rights of any other party;
(10) provide us sensor data (such as microphone, camera, fitness or other data) that you are not
authorized to provide; (11) impersonate any other person or entity when using the Site; or
(12) create any apps, extensions or other products or services that use our content without our permission.

Any attempt to do any of the foregoing is a breach of these Terms and will subject you to all remedies available to us, our service providers and our licensors under the law, including without limitation contract breach, intellectual property infringement, and computer fraud and abuse. If you breach any of these restrictions, you may be subject to prosecution and damages.

F. Third Party Content, Services and Materials.

The Site may (1) enable your access to websites, platforms or services (including social media platforms) created or provided by third parties, (2) display or otherwise make available content, data, information, applications, advertisements or materials from third parties, and (3) provide hyperlinks to certain third party web sites (“Third Party Materials”). Third Party Materials are provided solely as a convenience to you and you are subject to any specific terms and conditions under which they are provided. AsOne does not create, endorse, sponsor, recommend, suggest, or have any responsibility for any Third Party Materials or any products or services depicted therein. You acknowledge and agree that AsOne is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, language availability, appropriateness, availability or any other aspect of such Third Party Materials or any statements made therein. Be aware of and read all third party terms and privacy policies whenever you leave the Site.

Although AsOne does not intend for the Site to contain objectionable content, you understand and acknowledge that by using any of the Site, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Site at your sole risk and that AsOne shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

G. Suspension; Termination.

Except as may be separately agreed in writing between you and AsOne, AsOne reserves the right to change, suspend, remove, disable or terminate access to the Site at any time without notice, for any or no reason, and with no liability or responsibility to you. AsOne may also impose limits on the use of or access to the Site, in any case and without notice or liability. These Terms and your license to use the Site are effective until terminated by you or AsOne. You may terminate your agreement with these Terms and your obligations hereunder by ceasing all use of the Site. If you fail to comply at all times with these Terms, your license to use the Site will terminate automatically and without any notice from AsOne, and your continued use after termination exposes you to legal liability to AsOne, which AsOne may pursue to the fullest extent permitted by law, including the pursuit of money damages or injunctive relief at our discretion. Upon any termination of the license, you shall cease all use of the Site.

H. Internet Disclaimer.

Use of the Internet and the Site is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. AsOne does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Site over the Internet.
or other communication network. AsOne shall not be obligated to correct or update the Site or its content, and AsOne shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the Site.

I. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SITE AND INFORMATION CONTAINED THEREIN IS PERFORMED OR PROVIDED “AS IS”, “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ASONE MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO: WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR PERFORMANCE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, CURRENCY OR COMPLETENESS OF INFORMATION, OF NONINFRINGEMENT, OF FUNCTIONALITY, OF AVAILABILITY, OF NETWORK CONNECTIVITY AND TRANSMISSION, OF ABILITY TO ACCESS OR USE THE SITE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASONE OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY. Certain jurisdictions do not allow the exclusion of certain implied warranties or limitations on applicable statutory rights of a consumer, so certain of the above exclusions and limitations may not apply to you.

J. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ASONE, ITS AFFILIATES, SUBSIDIARIES, PARENT ENTITY(IES), DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, PHYSICIANS, STAFF, AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY THE “ASONE PARTIES”) BE LIABLE FOR PERSONAL INJURY OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR SALES, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF YOUR DEVICE, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND EVEN IF ASONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASONE SHALL HAVE NO (ZERO) LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF THE SITE. Certain jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so these limitations may not apply to you.
You agree to indemnify, defend and hold harmless AsOne and the AsOne Parties (defined above) from and against any and all claims, actions, proceedings and suits, and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorney’s fees and other dispute resolution expenses) incurred by any AsOne Party arising out of or relating to your use of the Site or your violation or breach of these Terms.

K. Ownership.

The Site is licensed and not sold or transferred. AsOne reserves all rights not expressly granted to you by these Terms. The information, text, content, images, videos, data, look and feel, color scheme, logos, and all other material contained on the Site are subject to copyright, patent, trademark and other intangible rights protection. You may not use such material except as part of the Site and in accordance with these Terms. No portion of the Site may be reproduced in any form or by any means, except that you may use sharing features available from within the Site (but only to the extent facilitated by such sharing feature). We do not grant you any other rights to such material.

L. Governing Law.

The laws of the State of New York (other than rules that would apply the law of other states) govern these Terms and your use of the Site. Your use of the Site may also be subject to other local, state, national, or international laws. The exclusive jurisdiction and venue for any actions that you bring against AsOne relating to your use of the Sites shall be the courts located in or having jurisdiction over New York County in the State of New York. YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL. UNLESS PROHIBITED BY YOUR JURISDICTION, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN OR CONSOLIDATE YOUR CLAIMS AGAINST ASONE WITH THE CLAIMS OF THIRD PARTIES.

M. Amendments.

AsOne may update these Terms at its discretion and from time to time. It is your responsibility to review these Terms fully and to continue using the Site only if you agree to these Terms. AsOne may notify you of minor updates to these Terms via email or web notification, and for more significant changes, we may require you to accept such change by a click or other action before you are permitted to continue using the Site (for example, via a pop-up screen or popover message). Your continued use of the Site constitutes your consent to all amendments made to these Terms, and you must consent to all updates in order to continue using the Site.

N. Questions or Requests.

If you have questions or requests regarding these Terms, you may direct them to us by writing to mckenzie.pickett@myasone.org.

Requests or notifications such as copyright takedown requests under the DMCA (Digital Millennium Copyright Act) or domain-related complaints under UDRP (Uniform Dispute Resolution Policy) must also be notified to us in the same manner.