

MESH Works Platform Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between you, as a visitor or registered user of the Platform, and MESH Works, Inc. (“MESH”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of <https://globalsourcing.com>, <https://sourcingaudit.globalsourcing.com> and <https://mesh.globalsourcing.com/> (the “Website”) and the MESHWorks App (the “App”), including any content, functionality and services offered on or through the Website and App (collectively, the “Platform”), whether as a visitor or a registered user.

Please read these Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and acknowledge our Privacy Policy, found at <https://globalsourcing.com>, incorporated herein by reference.** If you do not want to agree to these Terms of Use, you must not access or use the Platform.

This Platform is offered and available to a audience of suppliers, and customer or potential customer users interested in learning about suppliers and supplier capabilities, and the authorized administrators and engineers of such suppliers and potential supplier customer users (collectively “Users”, and each such supplier a “Supplier”, and each such customer or potential customer user a “Customer”, and the administrator and engineer users an “Administrator” or engineer “Engineer”, respectively. By using the Platform, you represent and warrant that you are of legal age to form a binding contract with MESH and reside and are located in the United States or any of its territories or possessions, or if located outside of the United States, that your access to and use of the Platform outside of the United States complies with all applicable laws, and you accept and comply with these Terms of Use. If you do not meet all of these requirements, you must not access or use the Platform.

ARTICLE I

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time

you access this Platform so you are aware of any changes, as they are binding on you. The date “MESH” most recently revised these Terms of Use will be listed on the first and last pages of these Terms of Use next to the words

Accessing the Platform and Account Security

We reserve the right to take down, withdraw or amend the Platform, and any service or material we provide on or through the Platform, in whole or in part, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including without limitation, registered Users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on or through the Platform is correct, current and complete. You acknowledge that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our [Privacy Policy](#), and you acknowledge that we may take all actions with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or other public or shared device so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by MESH, its licensors or other providers

of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only, except solely with respect to the commercial purposes expressly set forth on the Platform, solely with respect to the processing enabled by the Platform with respect to such express purposes, as applicable. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on or otherwise made available on or through our Platform, except as follows:

- Your computer or device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution, or solely with respect to the commercial purposes expressly set forth on the Platform, solely with respect to the processing enabled by the Platform with respect to such express purposes, as applicable.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features, in each case in compliance with all applicable laws and terms and conditions of such social media service providers.

You must not:

- Modify copies of any materials from the Platform.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available on or through the Platform, provided however that you may solely with respect to the commercial purposes expressly set forth on the Platform, access and use the functionality and materials enabled by the Platform with respect to such express purposes, as applicable.

If you wish to make any use of material on the Platform other than as set out in this section, please address your request to: [support@globalsourcing.com].

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of these Terms of Use, your right to use the Platform and all content, materials and information made available on or through the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are

reserved by MESH. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The MESH and MESHWorks names, the MESH and MESHWorks logos, and all related names, logos, product and service names, designs and slogans are trademarks of the Platform, MESH, or its affiliates or licensors. You must not use such marks without the prior written permission of MESH.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Platform, MESH, a MESH employee, another registered user or any other person or entity (including, without limitation, by using e-mail addresses, account names or screen names associated with any of the foregoing).
- To circumvent, subvert or otherwise violate any rules set forth on or through the Platform.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform and its activities and offerings, or which, as determined by us, may harm MESH or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party’s use of the Platform, including such party’s ability to engage in real time activities on or through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server(s) on which the Platform (or any portion of the Platform) is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

User Contributions

All User Contributions must comply with the Content Standards set out in these Terms of Use, as may be modified from time to time by MESH in its sole discretion.

Any User Contribution you post or otherwise submit to or through the Platform will be considered non-confidential and non-proprietary. By providing any User Contribution on or through the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose and take all actions with respect to such information consistent with our [Privacy Policy](#).

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right and have obtained all necessary consents, to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.
- You and your User Contributions, and the use thereof by MESH or Users pursuant to these Terms of Use or otherwise in accordance with our [Privacy Policy](#), will not violate and have not violated any third-party rights of any kind, including without limitation any intellectual property rights, rights of publicity, and privacy rights.
- All of your User Contributions, and the use thereof as provided in these Terms of Use or otherwise in accordance with our [Privacy Policy](#), comply with applicable law.
- None of your User Contributions, including without limitation information provided or otherwise made available during or related to a supplier audit or RFQ, individually or in the aggregate when considered with the User Contributions of others are false, inaccurate, misleading, fraudulent, unlawful or defamatory.

- None of your or your Users, User Contributions, contain viruses or other computer codes, files or programs which are designed to or have the effect of limiting or destroying the functionality of the Platform or other computer software or hardware.

You understand and acknowledge that you are responsible for any User Contributions you or your Users submit, contribute or otherwise make available, and the accuracy thereof and related compliance with applicable law, and you, not MESH, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

MESH is not responsible, or liable to you or any User or third party, for the content or accuracy of any User Contributions posted by you or your Users, or any other Users of the Platform.

WITHOUT LIMITING THE FORGOING, IN EACH CASE, YOU REPRESENT AND WARRANT THAT THE INFORMATION YOU AND YOUR USERS PROVIDE AND ALL ACTIONS YOU AND YOUR USERS TAKE, INCLUDING WITHOUT LIMITATION ANY SUPPLIER AUDIT INFORMATION AND RFQS YOU OR YOUR USERS PROVIDE ON OR THROUGH THE PLATFORM OR OTHERWISE TO MESH OR ANY USER IS AND ARE TRUE, CORRECT, AND COMPLETE UNDER PENALTIES OF PERJURY, AND MAY BE RELIED ON BY MESH, AND OTHER USERS, AND YOUR USE OF THE PLATFORM, INDIVIDUALLY AND IN THE AGGREGATE WITH OTHER USERS IS AND SHALL REMAIN IN COMPLIANCE WITH ALL APPLICABLE LAW.

MESH IS AN INTERACTIVE COMPUTER SERVICE PLATFORM, NOT A PUBLISHER. MESH IS SOLELY AN INTERMEDIARY FOR THE USER CONTRIBUTIONS. MESH HAS NO RESPONSIBILITY FOR AND NO OBLIGATION TO MONITOR USER CONTRIBUTIONS OR OTHER CONTENT FOR APPROPRIATENESS, ACCURACY, OR OTHERWISE, AND DOES NOT RECOMMEND OR ENDORSE, ANY USER CONTRIBUTIONS OR CONTENT POSTED, UPLOADED, OR OTHERWISE MADE AVAILABLE BY USERS OR THIRD PARTIES, ON OR THROUGH THE PLATFORM. THE USER CONTRIBUTIONS AND OTHER CONTENT DO NOT NECESSARILY REFLECT THE OPINIONS OF MESH.

Monitoring and Enforcement; Termination

We have the right, but not the obligation to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for MESH.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND AGREE TO HOLD HARMLESS MESH AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications or content provided by any registered user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, other sales promotions, barter or advertising, unless otherwise expressly indicated on the Platform or allowed by MESH and, in such case, subject to the rules provided in connection with the Platform and such express indication.
- Give the impression that they emanate from or are endorsed by MESH or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact us at support@globalsourcing.com. It is the policy of MESH to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Platform, including without limitation User Contributions, is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

You hereby acknowledge and agree that MESH may provide or otherwise make available information and features on or through the Platform, such as supplier audits. However, such information does not constitute and will not be construed as advice, an introduction, endorsement, indication of suitability, recommendation or other representation by MESH; MESH provides such information AS-IS without warranty, solely for the convenience of users.

MESH is an interactive computer service platform, not a publisher. MESH is solely an intermediary for the User Contributions of users MESH HAS NO RESPONSIBILITY FOR AND NO OBLIGATION TO MONITOR USER CONTRIBUTIONS FOR APPROPRIATENESS, ACCURACY, OR OTHERWISE, AND DOES NOT RECOMMEND OR ENDORSE, ANY USER CONTRIBUTION POSTED, UPLOADED, OR OTHERWISE MADE AVAILABLE BY USERS OR THIRD PARTIES, ON OR THROUGH THE PLATFORM. USER

CONTRIBUTIONS DO NOT NECESSARILY REFLECT THE OPINION OF MESH.

The Platform may include content provided by third parties, including materials provided by Customers, Suppliers, Administrators, Engineers, and other Users and third parties, and their representatives, and other registered users, bloggers and third-party licensors, advertisers, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and comments, and responses to questions and other content, other than the content provided by MESH, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of MESH, and **IN NO EVENT SHALL THE PLATFORM OR ANY MATERIALS MADE AVAILABLE ON OR THROUGH THE PLATFORM OR OTHERWISE BY MESH BE CONSTRUED AS TAX OR INVESTMENT ADVICE FROM MESH. MESH IS NOT RESPONSIBLE, OR LIABLE TO YOU OR ANY THIRD PARTY, FOR THE CONTENT OR ACCURACY OF ANY MATERIALS PROVIDED BY ANY USERS OR OTHER THIRD PARTIES, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PLATFORM. THE PLATFORM AND INFORMATION CONTAINED HEREIN OR MADE AVAILABLE THROUGH THE PLATFORM MAY NOT BE SUITABLE FOR ALL USERS.**

Changes to the Platform

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Platform

All information we collect on the Platform is subject to our [Privacy Policy](#). By using the Platform, you acknowledge we may take all actions with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods, services, opportunities or information formed on or through the Platform or as a result of visits made by you from MESH are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Platform and Social Media Features

You may link to our Platform homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express, prior written consent.

The Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the Platform.
- Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features, and in each case in accordance with the applicable third party terms of use, other terms and conditions, and applicable law. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned or lawfully operated by you.
- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Platform other than the Platform homepage.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use and all applicable federal, state, local, and international laws and regulations.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Platform is based in the state of Ohio in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. You may not

access or otherwise use the Platform from outside the United States in any manner that violates applicable law. We make no representations, warranties, or claims regarding the compliance of the Platform, or any use thereof, with EU or other foreign country privacy or data security laws. We do not desire to process personal data of data subjects outside of the United States, and do not otherwise intend to offer goods or services to or monitor the behavior of data subjects outside of the United States. You represent and warrant that neither you nor your Users or other representatives will provide or otherwise make available to us personal data of an identified or identifiable person outside of the United States. For the purpose of this paragraph, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For the purpose of this paragraph, personal data shall mean any information relating to an identified or identifiable natural person.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files or other data or information available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER OR OTHER DEVICE EQUIPMENT, COMPUTER OR OTHER DEVICE PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED ON OR THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR AND YOUR USERS', IF APPLICABLE, USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED ON OR THROUGH THE PLATFORM, OR OTHERWISE FROM OR THROUGH SUBCONTRACTORS, SERVICE PROVIDERS, OR OTHER VENDORS OF THE PLATFORM OR MESH IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED ON OR THROUGH THE PLATFORM OR OTHERWISE FROM OR THROUGH SUBCONTRACTORS, SERVICE PROVIDERS, OR OTHER VENDORS OF THE PLATFORM OR MESH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MESH NOR ANY PERSON ASSOCIATED WITH MESH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED FROM OR OTHERWISE MADE AVAILABLE FROM OR THROUGH

SUBCONTRACTORS, SERVICE PROVIDERS, OR OTHER VENDORS OR USERS OF THE PLATFORM OR MESH. WITHOUT LIMITING THE FOREGOING, NEITHER MESH NOR ANYONE ASSOCIATED WITH MESH REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR OTHERWISE FROM OR THROUGH SUBCONTRACTORS, SERVICE PROVIDERS, OR OTHER VENDORS OR USERS OF THE PLATFORM OR MESH WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OR INFORMATION OBTAINED ON OR THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SUPPLIER, CUSTOMER, AND ALL OTHER USER INFORMATION MADE AVAILABLE THROUGH THE PLATFORM, IF ANY, ARE MADE AVAILABLE BY THE APPLICABLE SUPPLIER OR CUSTOMER USER OR OTHER USER, NOT MESH, AND FOR THE AVOIDANCE OF DOUBT, WITHOUT LIMITING THE FOREGOING, MESH MAKES NO REPRESENTATIONS OR WARRANTIES RELATED TO SUCH INFORMATION AND ITEMS, INCLUDING WITHOUT LIMITATION THE CONTENT OR EXISTENCE OF SUPPLIERS OR THEIR CONDITION OR FINANCIALS. BY WAY OF EXAMPLE, ALL DESCRIPTIONS, IMAGES, VIDEO, FINANCIALS, AND OTHER INFORMATION RELATED TO A SUPPLIER, CUSTOMER, OR OTHER USER IS MADE AVAILABLE BY THE APPLICABLE SUPPLIER, CUSTOMER OR OTHER APPLICABLE USER, NOT MESH.

MESH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL MESH, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES OR TECHNOLOGY LINKED TO OR FROM IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED ON OR THROUGH THE PLATFORM OR OTHERWISE FROM OR THROUGH SUPPLIERS, CUSTOMER, OR OTHER USERS, OR ITS OR THEIR OR MESH' SUBCONTRACTORS, SERVICE PROVIDERS, OR OTHER VENDORS OF THE PLATFORM OR MESH, OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED

TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MESH' AGGREGATE LIABILITY HEREUNDER EXCEED \$100.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless MESH, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Columbus and County of Delaware although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At MESH' sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE

COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by MESH of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MESH to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use constitute the sole and entire agreement between you and MESH Works, Inc with respect to the Platform and its offerings, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform and its offerings.

Your Comments and Concerns

This Platform is operated by MESH Works, Inc: 627 Bear Run Lane, Lewis Center, OH 43035

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Platform and its offerings should be directed to: support@globalsourcing.com