



## TERMS OF SERVICE AGREEMENT

*PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE AND SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR WEBSITE OR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF JUNE 25, 2017.*

Ethics Suite, LLC offers companies an independent, third party, confidential and anonymous online misconduct, fraud, and theft reporting service as a means for employees and other interested parties to report potential fraud or other wrongdoing.

### ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact with ETHICS SUITE, LLC ("Ethics Suite") also known as EthicsSuite.com, and our subsidiaries and affiliates, in association with the use of the website, which includes EthicsSuite.com, RestaurantEthics.com, BarEthics.com, and HotelEthics.com (collectively, "Websites"), and its services, which shall be defined below.

### REPORTING PARTIES

1. Ethics Suite provides an anonymous and confidential third-party method of reporting certain incidents and concerns regarding the illegal, unethical, or policy violating practices at an organization. Ethics Suite is not intended to be a forum through which a Reporter can file customer service complaints.
2. Reports may be submitted by employees, board members, or others to whom a subscriber provides access, or by any person regarding a non-subscriber's organization (any such individual and entity hereinafter referred to as "Reporter" or "You"). A "Subscriber" is any organization or location that has entered into a subscription agreement to receive reports and other contracted services with Ethics Suite. A "Non-Subscriber" is any organization or location that does not presently have a contractual relationship with Ethics Suite ("Subscriber" and "Non-Subscriber" may also be referred to as "You"). A Reporter will receive notice if a report is submitted relating to a Non-Subscriber.
3. All information submitted by reporting parties and visitors is voluntary. Submitting information constitutes your consent for Ethics Suite to use the information for the purpose stated herein and indicates to us you are aware of the Privacy Policy provisions.
4. Unless you identify yourself, all reports received by Ethics Suite are anonymous. If you wish to remain anonymous, you should not provide any information that may personally identify you. Reports provided to an organization will include all information submitted by the reporting parties contained in the description field. Ethics Suite is not responsible for potential monitoring and/or tracking of information submitted via telephone or internet from within your organization or through equipment provided by your organization. During the course of an organization's investigation, you may be identified by other means, including, for example, from employee interviews, review of relevant documents, or you may choose to self-identify following report submission. Ethics Suite disclaims any and all liability stemming from the Subscriber or Non-Subscriber organization identifying you during the course of such an investigation or if you chose to self-identify.



5. Ethics Suite does not investigate or resolve issues or concerns submitted by reporting parties, unless separately contracted to do so by your organization. You understand and acknowledge that the sole obligation of Ethics Suite to you is to receive your report and deliver via email the information you have submitted to the Subscriber's designated representative, or to the organization that you identify, if we are able to make contact with a Non-Subscribing organization. Please be advised that the organization, and not Ethics Suite, is solely responsible to evaluate the information submitted and to comply with all applicable local, state, or federal laws relating to the investigation and protection of the information submitted.
6. Each reporting party and his or her heirs and successors release Ethics Suite and its respective members, managers, officers, directors, employees, successors, predecessors, or agents and assigns from any and all liability, claims, actions, causes of actions and damages which relate in any way to Ethics Suite or the organization's actions or failures to take action as the result of having received, or been available to receive, information related to any anonymous and confidential incident or concern reported.
7. Ethics Suite will not be liable for any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, or for contingencies beyond its control, in procuring, compiling, or delivering information; any errors, omissions, or inaccuracies in the information provided regardless of how caused, or delays or interruptions in delivery of information; or any decision made or action taken or not taken or reliance upon the information furnished. Under no circumstances shall Ethics Suite be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of, or reliance on, the information received by the reporting parties.

#### **SUBSCRIBER AND NON-SUBSCRIBER**

1. Ethics Suite agrees only to receive and report incidents and concerns to the Subscriber's designated recipients via email as received from the reporting parties and will take no action to address the subject matter or ensure the accuracy, reliability, completeness, timeliness, or validity of any information related to incidents and concerns reported through this system. Ethics Suite will not provide any identifying information of the reporting parties, unless the reporting parties specifically include their identifying information in the report or otherwise wish to be identified. The Subscriber maintains full responsibility for reviewing, investigating, acting, or not acting, based upon the information submitted by the reporting parties.

Ethics Suite will report on incidents and concerns to the Subscriber's designated recipients within 48 hours after receiving the report via e-mail from the reporting parties. With respect to Non-Subscribers, Ethics Suite will attempt to contact the organization using the information provided by the Reporter. If this information is inaccurate or incomplete, Ethics Suite does not guarantee that incidents or concerns will be reported to the organization identified in the Non-Subscriber's report.

Ethics Suite disclaims any liability, obligation, or responsibility relating to the organization's action or inaction relating to the Reporter's complaint, including whether the organization addresses the complaint to a Reporter's satisfaction. Ethics Suite disclaims any such liability, obligation or responsibility, regardless of whether that Reporter is affiliated with a Subscriber or Non-Subscriber.

2. Subscribers are responsible for communicating reasonable and appropriate use of the service with employees, board members, and others that the Subscriber provides with access.
3. The Subscriber and its designated representatives assume full responsibility for ensuring that the appropriate parties are informed of the incident or concern. Following initial report submission, a Reporter can enter additional information via the Website, which is accessible to the Subscriber. Unless otherwise detailed in a



Subscriber's subscription agreement, Ethics Suite will not alert the Subscriber to communication following the initial report.

4. Ethics Suite is not responsible and provides no guarantee for the accuracy, reliability, completeness, timeliness, or validity of any information related to incidents and concerns submitted anonymously and confidentially by the reporting parties and subsequently reported to the Subscriber's designated recipients.
5. Ethics Suite will not accept, handle, or otherwise take any action relating to customer service complaints that do not allege illegal, unethical, or policy violating conduct unless otherwise agreed to by contract with a Subscriber.
6. Each Subscriber, its officers, directors, owners, employees and agents release Ethics Suite and its respective members, managers, officers, directors, employees, successors, predecessors, or agents and assigns from any and all liability, claims, actions, causes of actions and damages which relate in any way to Ethics Suite or the Subscriber's actions or failures to take action as the result of having received, or been available to receive, information related to any anonymous and confidential incident or concern reported.
7. Ethics Suite, its members, managers, officers, directors, employees, successors, predecessors, agents and assigns will not be liable for any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, or for contingencies beyond its control, in procuring, compiling, or delivering information; any errors, omissions, or inaccuracies in the information provided regardless of how caused, or delays or interruptions in delivery of information; or any decision made or action taken or not taken or reliance upon the information furnished.
8. Under no circumstances shall Ethics Suite be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of, or reliance on, the information received by the reporting parties. Ethics Suite, its members, managers, officers, directors, employees, successors, predecessors, agents and assigns will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages, including loss of revenue or income, pain and suffering, emotional distress or similar damages.
9. Subscribers will pay fees to Ethics Suite based on the organization's number of employees, unless otherwise specified in the subscription agreement. Subscribers are responsible for updating and maintaining the accuracy of their account information using the online account login.
10. Ethics Suite and the Subscriber may cancel the agreement at any time with 30 days written notice. Refunds are at the sole discretion of Ethics Suite but under no circumstances will refunds be issued for canceling within the first six months of service, unless otherwise specified in the subscription agreement.

## **SUBSCRIBER ACCOUNT AND SECURITY**

The Subscriber shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It shall be your responsibility to notify Ethics Suite immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Ethics Suite shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

Ethics Suite will not attempt to identify any Reporter, or pass along any identifying information unless specifically requested by the Reporter or included in the substance of the Reporter's allegations but disclaims any and all liability stemming from the Subscriber or Non-Subscriber organization identifying the Reporter during the course of its independent investigation.



## RELATED STANDARDS, LAWS, PRACTICES & POLICIES

Personal Information categories and privacy protection laws that Ethics Suite monitors and takes acts to comply with, as applicable, include:

- Health/Medical (e.g., the Health Insurance Portability and Accountability Act of 1996, Security Rule (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act in the U.S.);
- Financial Accounts/Transactions (e.g., the Graham-Leach-Bliley Act (“GLBA”), Privacy and Safeguards Rules in the U.S.);
- Consumer Credit and Credit Cards (e.g., the Fair and Accurate Credit Transactions Act (“FACTA”), Disposal Rule and Safeguard provisions);
- Electronic records and electronic signatures (e.g., FDA Title 21 CFR Part 11 of the U.S. Code of Federal Regulations regarding Food and Drug Administration (“FDA”) guidelines);
- Deceptive acts/practices with respect to information (e.g., U.S. Federal Trade Commission (“FTC”) rulings);
- Commercial e-mail spam (e.g., Controlling the Assault of Non-Solicited Pornography and Marketing (“CAN-SPAM”) Act of 2003 in the U.S.);
- Personal information possessed and/or processed by government bodies, such as the U.S. Privacy Act;
- Government-issued identification numbers and related information (e.g., various laws pertaining individually identified data and identification numbers pertaining to social benefits, public service, social security, driver license, etc.);
- Safeguards and notices/remedies for breached data (e.g., various laws requiring proper storage, handling and protection of Personal Information when shared with vendors and service providers, and/or providing for notices and/or remedies for certain data breaches);
- Children (e.g., the Children’s On-line Privacy Protection Act of the United States (“COPPA”). No one who has not reached the age of majority in his or her country may use our Web site unless supervised by an adult. Whether or not the preceding sentence applies to you, if you are under 13 years of age, do not register on our Web site, do not send any information about yourself to us, including your name, address, telephone number or e-mail address. In the event we learn that we have collected Personal Information from a child without verification of parental consent, we will delete that information. We do not knowingly collect information from children under the age of 13 (or the age of majority in applicable countries) and do not knowingly target our websites, social media, offerings, business activities or other sites to children. We encourage parents and guardians to take an active role in their children’s online, mobile and social media activities and interests. Our goal is to comply with all applicable laws and regulations relating to collection and use of information from children, including COPPA. If you believe we have received information from a child or other person protected under such laws, please notify us immediately by e-mail. We will take reasonable steps not to use or share that information further and to remove that information from our databases.
- Disabled users. As a matter of policy, we strive to comply with the sixteen standards for Web Accessibility, written by the Access Board for Section 508 of the U.S. Workforce Reinvestment Act of 1998. We also strive to comply with other accessibility laws, requirements and standards that may apply to our Web site, depending on location and local laws.

We also have in place physical, technical, procedural and administrative safeguards designed to protect information from unauthorized access, disclosure and use.

## LINKS



The sites linked to and from the Websites are not maintained by Ethics Suite and therefore Ethics Suite does not assume any responsibility or liability for any communications or materials available at such linked sites. Ethics Suite does not intend for the links provided on the website to be referrals or endorsements of the linked entities, and are provided for convenience and reference only.

## **ENFORCEABILITY**

If any part of this TOS is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Ethics Suite as a result of these TOS or your use of this website.

## **LIMITATIONS**

Ethics Suite is not a substitute for reporting criminal activity to law enforcement or other federal, state, and local regulatory agencies. The services provided by Ethics Suite are not intended to be an emergency hotline or substitute for calling 911 or other emergency service providers. In the event of an emergency or to report immediate threats to life or property, you should call 911, or local law enforcement or emergency services.

A Reporter from a Non-Subscriber organization should report an incident or concern through his/her organization's internal human resources or other grievance channels or mechanisms, prior to submitting through one of the Websites, unless the Reporter is not comfortable doing so. In the later case, a detailed description of the reasons why the Reporter does not wish to use internal channels or mechanisms should be included in the report description.

Reports regarding Non-Subscriber organizations will only be received within the United States.

## **MISREPRESENTATIONS**

All Subscribers, Non-Subscribers, Reporters, and users acknowledge that the intentional misreporting of any information is strictly prohibited and that the intentional misuse of this service may result in criminal prosecution and/or civil liability.



## **PROPRIETARY RIGHTS**

You do hereby acknowledge and agree that Ethics Suite and any essential software that may be used in connection with our services shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws.

## **NOTICE**

Ethics Suite reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. Continued use of any part of this website constitutes your acceptance of such changes. In addition, Ethics Suite shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of Ethics Suite services, or any part thereof.

## **CHOICE OF LAW AND FORUM**

It is at the mutual agreement of both you and Ethics Suite with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of New York without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Ethics Suite, shall be filed within the courts having jurisdiction within the County of New York, New York or the U.S. District Court located in said state. You and Ethics Suite agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts as to venue in such courts.

## **QUESTIONS**

Questions or comments regarding the TERMS OF SERVICE and/or PRIVACY POLICY should be submitted to Ethics Suite by e-mail to [info@EthicsSuite.com](mailto:info@EthicsSuite.com) or [privacy@EthicsSuite.com](mailto:privacy@EthicsSuite.com).