



## 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 JANUARY 2, 2019.

Ethics Suite, LLC offers companies the Ethics Suite Complaint Tracker, an auditable and secure internal complaint tracking platform.

### 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 CT.EthicsSuite.com (the "Website"), and its services, which shall be defined below.

### SUBSCRIBERS

1. Ethics Suite provides an auditable and secure internal complaint tracking platform through its Website.
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 track reports through the Website and any other contracted services with Ethics Suite. A Subscriber includes others to whom a Subscriber provides access.
3. 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. Ethics Suite does not investigate or resolve issues or concerns entered by Subscribers, unless separately contracted to do so by your organization. You understand and acknowledge that the sole obligation of Ethics Suite to you is to store your reports on the Website. 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.
5. Each Subscriber 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 relating to any reports entered by the Subscriber into the Website.
6. 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 entered into the Website by a Subscriber.

## **SUBSCRIBER AND NON-SUBSCRIBER**

1. Ethics Suite will take no action to address the subject matter or ensure the accuracy, reliability, completeness, timeliness, or validity of any information entered into the Website, except if contracted to enter and/or investigate the information entered through a separate consulting agreement. Otherwise, the Subscriber maintains full responsibility for reviewing, investigating, acting, or not acting, based upon the information entered.

Ethics Suite disclaims any liability, obligation, or responsibility relating to the organization's action or inaction relating to the complaints entered into the Website, including whether the organization addresses the complaint. Ethics Suite disclaims any such liability, obligation or responsibility.

2. Subscribers are responsible for communicating reasonable and appropriate use of the Website 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 incidents or concerns.
4. 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 reports entered into the Website.
5. 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.
6. 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 entered into the Website. 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.
7. 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.
8. 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.

## **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.

## **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.

## **MISREPRESENTATIONS**

All Subscribers 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 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).