



my.OneTrust.com Terms of Use

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“**Interface Materials**” means any application programming interface (“**API**”) and/or command line interface tool and related user documentation or software development environment provided by OneTrust via the Site.

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Your privacy is very important to OneTrust. To read OneTrust's Privacy Notice in its entirety, please visit <http://www.onetrust.com/privacy-notice/> (or such successor URL as OneTrust designates) to understand how OneTrust collects, manages, process, secures and stores your private information.

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You agree that you will not, and will not allow or authorize any third party to:

- Post Content that is threatening, harassing, abusive, hateful, fraudulent, pornographic, or indecent;
- Post Content or otherwise use the Site in a manner that would give rise to criminal or civil liability; violate any laws, regulations, or embargoes; encourage conduct that constitutes a criminal offense; or is otherwise illegal;
- Post Content containing, or otherwise transmit, any virus, worm, Trojan horse or other computer code, file, data or program that is harmful or invasive;
- Post Content that is identifiable to a particular individual, including but not limited to addresses, phone numbers, email addresses, birthdates, Social Security numbers and other government-issued identification numbers, payment card and other financial account numbers or login credentials, and health information;
- Post Content containing any advertising, spam, political campaign message, or any other form of solicitation;
- Post Content or otherwise use the Site in a manner that breaches any Intellectual Property Rights or any agreement between you and a third party;
- Copy, modify, or reverse engineer the Site or otherwise attempt to discover any software code, or underlying technical information (except to the limited extent that applicable law prohibits such restrictions); or
- Use the Site to try to gain unauthorized access to any service, device, data, account or network.

10. YOUR ACCOUNT.

If you have registered for an account through the Site (an "Account"), you agree to maintain the confidentiality of your Account credentials and accept full responsibility and liability for all activity that occurs under your Account. You agree to immediately notify OneTrust if you discover or suspect unauthorized use of your Account or your Account credentials. OneTrust will not be liable for any loss or damage arising from your failure to comply with these obligations.

11. MARKS AND COPYRIGHT.

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The Site is also protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other applicable laws. You will maintain the copyright notices that appear on any materials relating to the Site.

12. RELATIONSHIP.

The Terms do not create an agency, partnership, joint venture, or employment relationship between the Parties.

13. NONASSIGNABILITY.

Neither the rights nor the obligations arising under the Terms are assignable or transferable by you without OneTrust's prior written consent, and any such attempted assignment or transfer will be void and without effect. OneTrust may assign or transfer the rights and obligations arising under the Terms without restriction.

14. GENERAL.

The Terms and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Terms, their subject matter, or formation will be governed by and construed in accordance with the governing laws of Georgia, USA and will be resolved under the exclusive jurisdiction of the Courts of Atlanta, Georgia, USA. The Parties consent to the exclusive jurisdiction of such court and waive any personal jurisdiction or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Terms. In any action to enforce the Terms, the prevailing Party will be entitled to reasonable costs and attorneys' fees actually incurred. No claim or action may be brought by either Party against the other Party arising in any way out of the Terms after one (1) year from the date on which the cause of action arose provided, however, the foregoing limitation will not apply to any claim or action related to the infringement of a Party's Intellectual Property Rights.

Each provision of the Terms will be considered severable such that if any provision conflicts with any existing or future law, or is held to be illegal, unenforceable or invalid by a court, the other provisions of the Terms will be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Terms will otherwise remain in effect.

The Terms and all related documentation are and will be in the English language and all disputes arising under the Terms will be resolved in the English language.

The Terms constitute the entire agreement and understanding between the Parties with respect to the subject matter of the Terms and the Site, superseding all prior or contemporaneous proposals, communications and understandings, oral or written relating to that subject matter, provided the Terms do not supersede any preexisting agreement between the parties governing use of, or any right to, OneTrust products, websites, or services granted under such preexisting agreement, which will continue to govern such use and rights. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Terms. Each Party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms. Any additional or different terms or conditions you proposed are hereby expressly excluded.

Any waiver of any provision of the Terms must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Terms by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.

The Terms do not confer any right or benefit on any person who is not a Party to it and no one other than a Party to the Terms, their successors and permitted assignees will have any right to enforce any of the terms of the Terms. Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 14 will survive the termination of the Terms.