



Parts Direct Vendor Terms of Use and User Terms of Service

Vendor Terms of Use

By using ThePartsDirect.com web site (the "Service") provided by Endeavor Business Media, Inc., d/b/a Parts Direct ("Parts Direct" or "Endeavor Business Media"), you as Vendor ("Vendor" or "you") have expressed your acceptance of our Terms of Use ("TOU") and agreed to be bound by the terms and conditions as described hereunder.

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Registration obligations

Prior to using the Service, you must register with Endeavor Business Media via the Service's Registration Form and shall:

1. Provide true, accurate, current, and complete information ("Registration Data") about yourself as prompted by the Registration Form.
2. Maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

3. Allow the Service to post for public view all Registration Data Endeavor Business Media deems necessary to facilitate direct communications between you and your customers.

Vendor account, password, and security

Upon completing the Service's registration process, you will be designated an account with a password. You are responsible for maintaining the confidentiality of the password and/or account and are fully responsible for all activities that occur under your password and/or account. You agree to:

1. Notify Endeavor Business Media of any unauthorized use of your password and/or account or any other breach of security, and
2. Ensure that you exit from your account at the end of each session. Endeavor Business Media cannot and will not be liable for any loss or damage arising from your failure to comply with this security measure.

Vendor conduct

You acknowledge that all text, information, part numbers, part availabilities, photographs, graphics, messages, or other materials ("Content"), whether privately transmitted or publicly posted, are your sole responsibility. This means that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

You agree that you shall upload all parts into the correct category as well as add a correct and complete part number and correct quantity of each of the products in your inventory.

Endeavor Business Media does not pre-screen all the Content posted via the Service, and therefore, does not guarantee the accuracy, integrity, or quality of such Content. Endeavor Business Media will NOT, in any circumstance or in any way, be liable for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You shall not use the Service to:

1. Upload, post, email, transmit or otherwise make available any Content that is unlawful, abusive, harassing, harmful, threatening, tortious, defamatory, obscene, vulgar, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
2. Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under any contractual or fiduciary relationships.
3. Upload, post, email, transmit or otherwise make available any Content that infringes any trademark, copyright, patent, trade secret or other proprietary rights ("Rights") of any party.
4. Upload, post, email, transmit or otherwise make available any Content that contains information deliberately manipulated to enhance your ranking in search results, such determination to be solely at the discretion of Endeavor Business Media. Examples of manipulations include, but are not limited to, the posting of multiple versions of the same part number or posting of parts of which you do not possess current inventory.
5. Upload, post, email, transmit or otherwise make available any Content that contains information designed to promote any activity, event, or products beyond a listing of the specific parts in your inventory at the time of Content transmission.

Further, you agree that you shall not:

1. Create or enable the creation of derivative works, modifications, or adaptations of the Service.

2. Attempt to recompile, reverse engineer or disassemble the Service.
3. Distribute or disclose the Service to third parties including, but not limited to, by means of display.
4. Use any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Service.
5. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer codes, files or programs designed to interrupt, limit or destroy the functionality of any computer software or hardware or telecommunications equipment, including those of Endeavor Business Media.
6. Interfere with the functionality of the Service or use the Service to disrupt services or networks connected to the web server with respect to the Service.

You acknowledge that Endeavor Business Media shall have the right, though not the obligation, in its sole discretion to reject or remove any Content that is available via the Service. Without limiting the foregoing right, Endeavor Business Media shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks incurred from, the posting and resultant use of any Content, including any reliance on the completeness, usefulness, or accuracy of such Content.

You also agree that, by the requirements of law or events that may necessitate it to do so, Endeavor Business Media may preserve or disclose Content to:

1. Enforce this TOU.
2. Comply with legal procedure.
3. Respond to claims of any Content violations of the rights of third parties; or
4. Protect the rights, property, or personal safety of Endeavor Business Media, its users, and the public.

Each Vendor is responsible for providing support of its own purchased inventory should problems or questions arise. Service users shall send all requests for technical service and support directly to the Vendor.

Indemnity

You shall indemnify, defend and hold harmless Endeavor Business Media, its affiliates and all of their respective officers, directors, owners, employees, agents, co-branders, suppliers, licensors or other partners, and assigns (collectively, the "Endeavor Business Media Parties") from and against any and all claims, liabilities, obligations, losses, damages, penalties, demands, actions, suits, judgments, settlements, costs and expenses (including attorneys' fees and disbursements) of whatever nature (any of the foregoing, "Losses"), whether incurred by or issued against any Endeavor Business Media Party, due to or arising out of (i) the Content you submit, post, transmit or make available through the Service, (ii) your use or connection to the Service, (iii) the use of the Content by any Endeavor Business Media Party for any purpose in accordance with the TOU and Endeavor Business Media's Terms of Service, or (iv) your violation or alleged violation of the TOU, applicable law, or any rights of any party, in each case, by you, or under your user name by any person or entity, whether or not authorized by you. Endeavor Business Media reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with Endeavor Business Media's defense of such claim.

General practices regarding use and storage

You acknowledge that Endeavor Business Media shall not be responsible or liable for the deletion or the failure to store any Content maintained, published, or transmitted by the Service. You also agree that Endeavor Business Media reserves the right to change these general practices and limitations at any time, in its sole discretion, with or without prior notice.

Modifications of the Service

Endeavor Business Media reserves the right to modify or discontinue, temporarily or permanently, the Service, as a whole or in parts, with or without prior notice, at any time. You agree that Endeavor Business Media shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Termination of account

You acknowledge that, under certain circumstances and without prior notice, Endeavor Business Media reserves the right to immediately terminate your account and access to the Service. Causes for such termination include but are not limited to:

1. Breaches or violations of the TOU or any other related agreements or guidelines,
2. Complying with law enforcement or other government agencies,
3. Self-initiated account deletions in complying with your request,
4. Discontinuance or material modification to the Service, as a whole or in parts,
5. Unexpected technical issues or problems,
6. Extended periods of account inactivity, including failure to transmit an updated file within four (4) weeks of the posting of your previous file,
7. Repeated reporting to Endeavor Business Media of your failure to maintain inventory as stated in your posted Content, and
8. Repeated reporting to Endeavor Business Media of your failure to treat your customers in a professional manner, as determined solely at the discretion of Endeavor Business Media.

Termination of your account includes:

1. Removal of access to all offerings within the Service,
2. Deletion of your password and all related information, files and Content associated with or inside your account, as a whole or in parts, and
3. Barring further use of the Service.

You also agree that all terminations for cause shall be made at the sole discretion of Endeavor Business Media and that Endeavor Business Media shall not be liable to you or any third party for any termination of your account, or access to the Service.

Disclaimer of warranties

VENDOR AGREES THAT:

YOU USE THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. ENDEAVOR BUSINESS MEDIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

ENDEAVOR BUSINESS MEDIA DOES NOT WARRANT THAT (i) THE SERVICE WILL SATISFACTORILY MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) THE ACQUIRED RESULTS FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICE BY YOU WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE

APPLICATION OR LISTINGS WILL BE CORRECTED.

THE USER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM ANY MATERIAL OBTAINED THROUGH THE USE OF THE SERVICE, WHICH IS POSTED AT YOUR OWN DISCRETION AND RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THIS TOU, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ENDEAVOR BUSINESS MEDIA OR THROUGH OR FROM THE SERVICE SHALL BE TANTAMOUNT TO ANY WARRANTY.

Limitation of liability

VENDOR AGREES THAT IN NO EVENT WILL ENDEAVOR BUSINESS MEDIA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ENDEAVOR BUSINESS MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) MESSAGES OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

Governing law

This TOU is governed by New York law, excluding conflict of law principles. Any action or proceeding arising out of or related to this TOU must be brought in the state or federal courts located in New York County in the State of New York, and both parties irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this TOU must be in writing (e-mail messages shall be deemed writings).

Terms of Use amendment

Endeavor Business Media reserves the right to change the terms of this TOU with or without prior notice at any time.

Last updated January 1, 2023

User Terms of Service

The access and use by each user ("you") of ThePartsDirect.com and the services offered thereon by Endeavor Business Media, Inc. d/b/a Parts Direct ("Parts Direct" or "we"), shall be governed by, and shall constitute such users' acceptance of, the Endeavor Business Media General Terms of Service located at <https://www.endeavorbusinessmedia.com/endeavor-terms> , together with the following:

Parts Direct offers featured information of interest to people involved in the electronics industry, and an aggregated comprehensive listing of electronic parts, electronic products, accessories, distributors, manufacturers, and other vendors. Our role in offering this listing service is limited to offering administrative services to facilitate your ability to contact vendors for the purpose of purchasing products and services.

Parts Direct does not guarantee that you will be satisfied with products or services purchased from distributors, advertisers or other third parties that link to or from ThePartsDirect.com. We do not endorse any individual vendor or advertiser or any of their products or services and have not taken any steps to confirm the accuracy or reliability of any of the information provided by them. Parts Direct

does not design, make, sell, or ship any of these products or accessories. Parts Direct has no control over the quality, safety or legality of any item advertised or listed. Quantities of some items may be limited. All orders are subject to prior sale. Neither Parts Direct nor its vendors guarantee that all orders will be filled. Vendors and advertisers are solely responsible for warranties and guarantees on goods or services sold, and on return policies. Users should check the applicable policies before purchasing any products or services online.

Parts Direct is not acting for or on behalf of any user, vendor, or advertiser. No agency, partnership, joint venture, employer/employee, or franchiser/franchisee relationship is intended or created by this agreement between Parts Direct or any of its affiliates and any user, vendor, or advertiser of, to, or on ThePartsDirect.com site.

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