

# ECPURCHASING.COM

## TERMS AND CONDITIONS

By clicking “I accept”, you (“Member”) represent that Member has read these terms and conditions and agree to them in their entirety.

### MEMBERSHIP

- Application. Prior to using the ECPurchasing website (the “Site”), a user must submit an **application** to become a Member. Members must be 18 years of age. ECPurchasing may reject an application for any reason at its sole discretion.
- No Fees. There are no application fees or charges of any kind to be an active member of EC Purchasing.
- Confidentiality. Each Member’s information is kept confidential and not used for marketing purposes. The Member’s name will not be used or published without the prior written consent of Member.
- Email Contact. From time to time, ECPurchasing may send emails to Members regarding information from current and new vendors. Members are encouraged to receive these emails as there are pricing changes on occasion and this is the most efficient way to notify Members. Members may “opt out” of receiving these emails at any time.
- Price Comparisons. ECPurchasing may assist Members with price comparisons and consultative purchasing advice at no charge. Information shared with ECPurchasing remains confidential and is not shared or utilized in any way for marketing purposes.
- Disclosure to Third Parties. A Member may not disclose ECPurchasing pricing or other information to any third party, including but not limited to third party consultants, without obtaining the prior written consent of ECPurchasing and the individual supplier. The Member is responsible for ensuring that such information is kept confidential by the third party.
- Termination. A Member may cancel its membership at any time, without any cancellation fee, by contacting ECPurchasing by email. ECPurchasing reserves the right, in its sole discretion and without liability, to terminate a Member’s access to all or part of the Site, with or without notice.

### INFORMATION SENT FROM MEMBER

All information sent from a Member to ECPurchasing through the Site is transmitted at the sole risk of the Member. ECPurchasing assumes no liability for interception of such transmissions.

**DISCLAIMER OF WARRANTIES**

ECPURCHASING MAKES NO WARRANTIES REGARDING THE SITE OR THE PRODUCTS OR SERVICES PROVIDED ON THE SITE. ECPURCHASING MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ECPURCHASING DOES NOT WARRANT THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. ECPURCHASING PROVIDES THE SITE “AS IS”.

**LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL ECPURCHASING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATEOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS EVEN IF THE MEMBER HAS BEEN APPRISED OF THE LIKIHOOOD OF SUCH DAMAGES OCCURRING. In no event shall the aggregate liability of ECPurchasing exceed the total charges of the order giving rise to such liability.

**INDEMNIFICATION**

The Member agrees to indemnify, defend and hold ECPurchasing harmless from and against any and all claims, demands, costs, damages and liabilities, including attorney’s fees, arising from or related to: (a) third party claims or actions based on data or information submitted by the Member; (b) any fraud or other breach by the Member or any user of the Member’s account name or number; or (c) any third party claim or action brought against ECPurchasing arising out of or relating to a dispute with the Member over the terms and conditions of a contract or related to the purchase or lease of any goods or services.

**OTHER**

These terms and conditions shall be governed by the laws of the State of Florida. If any part of these terms and conditions shall be found invalid or unenforceable by a court of competent jurisdiction, said portion shall be severed and the remainder shall be interpreted as to reasonably give effect to the intention of the parties. This is the entire agreement relating to the subject matter.

**ACCEPTANCE AND MODIFICATION OF TERMS AND CONDITIONS**

From time to time, ECPurchasing may modify its terms and conditions and post the modifications on the Site. The Member’s continued use of the Site after the modifications are posted shall constitute the Member’s acceptance of the modifications.

05/11/2017