

MMOG.np – Application Terms of Use

Welcome to MMOG.np, the Global Materials Management Operations Guidelines/Logistics Evaluation (Global MMOG/LE) online tool design for the automotive industry. These Terms of Use are intended to explain our obligations as a service provider and Your obligations as a customer / user. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that Odette international provides You with access to the Service.

The MMOG.np will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of MMOG.np. Odette International reserves the right to change these terms at any time, effective upon the posting of modified terms and Odette International will make every effort to communicate these changes to You via the Website. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

1. Definitions

"Agreement"

means these Terms of Use.

"Access Fee"

means the initial fee payable by You in accordance with the Odette price list.

allows You to get a licence key to unlock your account to get access to the Service.

"Licence key"

controls the number of sites and the version of MMOG LE.

"Confidential Information"

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data"

means any data inputted by You or with Your authority into the Website.

"Odette MMOG.np price list"

means the information relating to *subscriptions and billing set out on the Odette international subscriptions and billing pages* on the Website, or any other page(s) on the Website notified by Odette international, which may be updated or amended by Odette international from time to time.

"Intellectual Property Right"

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Service"

means the online MMOG LE services made available (as may be changed or updated from time to time by Odette International) via the Website.

"Website"

means the Internet site at the domain www.mmogle.com or any other site operated by Odette international.

"Odette International"

means Odette International, 71 Great Peter Street, London, SW1P 2BN, a registered company in England and Wales, Company Number 4039150.

"Invited User"

means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

"Subscriber"

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

"You"

means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

"Site"

means a business entity registered in MMOG.np: manufacturing site, shipping site, headquarter, division, department, etc.

"MMOG LE Version"

is numbered in the following way MMOG LE VX.y where X is the number of the major version and y the "indicia" for the revision of a version.

2. Use of Software

Odette International grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

1. the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
2. the Subscriber is responsible for all Invited Users' use of the Service;
3. the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;

4. if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3. Your Obligations

1. Payment obligations:

An invoice for the Access Fee will be issued in accordance with the details set out in the Odette MMOG.np price list.

All Odette international invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Odette price list . You are responsible for payment of all taxes and duties in addition to the Access Fee.

2. General obligations:

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Odette International or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3. Access conditions:

1. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential

In case of any unauthorized use of Your passwords or any other breach of security You must immediately reset Your password and You must take all other actions that are necessary to maintain or enhance the security of Odette International's computing systems and networks and Your access to the Services.

2. As a condition of these Terms, when accessing and using the Services, You must:

- i. not attempt to undermine the security or integrity of Odette International's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- iii. not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

4. Usage Limitations:

Use of the Service may be subject to limitations. Any such limitations will be advised.

5. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message center), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Odette international is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Odette international does reserve the right to remove any communication at any time in its sole discretion.

6. Indemnity:

You indemnify Odette International against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Odette International, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

4. Confidentiality and Privacy

1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
 - i. is or becomes public knowledge other than by a breach of this clause;
 - ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- iv. is independently developed without access to the Confidential Information.

2. Privacy:

Odette International maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at <https://www.odette.org/privacy-policy> and You will be taken to have accepted that policy when You accept these Terms.

5. Intellectual Property

1. General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Odette International (or its licensors).

2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the MMOG.np Access Fee when due. You grant Odette International a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

3. Backup of Data:

You must maintain copies of all Data inputted into the Service. Odette International adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Odette International expressly excludes liability for any loss of Data no matter how caused.

4. Third-party applications and your Data:

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Odette International may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Odette International shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

6. Warranties and Acknowledgements

1. Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

2. Acknowledgement:

You acknowledge that:

1. You are authorized to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorized to use the Service. You are also authorized to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).

2. Odette International has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

i. You are responsible for ensuring that You have the right to do so;

ii. You are responsible for authorizing any person who is given access to information or Data, and you agree that Odette International has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and

iii. You will indemnify Odette International against any claims or loss relating to:

i. Odette International's refusal to provide any person access to Your information or Data in accordance with these Terms,

ii. Odette International's making available information or Data to any person with Your authorization.

3. The provision of, access to, and use of, the Services is on an "as is " basis and at Your own risk.

4. Odette International does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Odette International is not in any way responsible for any such interference or prevention of Your access or use of the Services.

5. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

3. No warranties:

Odette International gives no warranty about the Services. Without limiting the foregoing, Odette International does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7. Limitation of Liability

1. To the maximum extent permitted by law, Odette International excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information and Data) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

2. If You suffer loss or damage as a result of Odette international's negligence or failure to comply with these Terms, any claim by You against Odette International arising from Odette International's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fee paid by You for the use of the current version of MMOG LE.

3. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. Termination

1. Registering new account

When You first sign up for access to the Services You register a new account, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be asked to pay an Access Fee according to the Odette MMOG price list to get your licence key to unlock your account. If You choose not to continue using the Services, your account will be automatically deleted by Odette International within 7 (seven) days.

2. Access fees

Odette International will not provide any refund for any Access Fee, if the account has been unlocked.

3. Breach

If You:

1. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any payment of Access Fees that are not paid in full in accordance with the requirements set out in the Odette MMOG.np price list); or
2. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Odette International may take any or all of the following actions, at its sole discretion:

3. Terminate this Agreement and Your use of the Services and the Website;
4. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
5. Suspend or terminate access to all or any Data.

For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any of Your Billing Contacts, Billing Plans or any of Your Organizations (as defined at clause 3) is not made in accordance with the requirements set out in the Fee Schedule, Odette International may: suspend or terminate Your use of the Service, the authority for all or any of Your Organizations to use the Service, or Your rights of access to all or any Data.

5. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. immediately cease to use the Services and the Website.

6. Expiry or termination:

Clauses 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9. Help Desk

1. Technical Problems:

In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Odette International. If You still need technical help, please check the support provided online by Odette International on the Website or failing that email us at mmog@odette.org.

2. Service availability:

Whilst Odette International intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Odette International has to interrupt the Services for longer periods than Odette International would normally expect, Odette International will use reasonable endeavours to publish in advance details of such activity on the Website

10. General

1. Entire agreement:

These Terms, together with the Odette International Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Odette International relating to the Services and the other matters dealt with in these Terms.

2. Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

4. No Assignment:

You may not assign or transfer any rights to any other person without Odette International's prior written consent.

5. Governing law and jurisdiction:

USA

If You are a tax resident of the United States of America or the information or Data You are accessing using the Services and the Website is solely that of a person who is a tax resident in the United States of America at the time that You accept these terms then the laws of the State of California, U.S.A govern this Agreement and Odette International and You agree that the U.S. Dispute Resolution Process described below applies for all disputes arising out of or in connection with this Agreement or in any way relating to the Service – PLEASE READ THE U.S. DISPUTE RESOLUTION PROCESS CAREFULLY AS IT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

In all other situations this Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Odette International must be sent to mmog@odette.org or to any other email address notified by email to You by Odette International. Notices to You will be sent to the email address which You provided when You order Your Access fee .

8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

11. Additional terms for United States of America

If You are a tax resident of the United States of America or the information or Data You are accessing using the Services and the Website is solely that of a person who is a tax resident in the United States of America, the following additional terms apply:

Consumers

Odette International is not intended for consumer use (i.e., use for personal, family or household purposes).

U.S. Dispute Resolution Process

PLEASE READ THIS CAREFULLY – IT AFFECTS YOUR RIGHTS.

The following U.S. Dispute Resolution Process applies to tax residents in the United States of America, or if the information or Data You are accessing using the Services and the Website is that of a person who is a tax resident in the United States of America at the time that You accept these terms or if you otherwise seek to resolve a dispute in the U.S. If You are a tax resident in the United States of America or the information or Data You are accessing using the Services and the Website is that of a person who is a tax resident in the United States of America at the time that You accept these terms, You agree with Odette International as follows:

a. Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing our customer experience team at mmog@odette.org. IN THE UNLIKELY EVENT THAT OUR CUSTOMER EXPERIENCE TEAM IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF WE HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WE HAVE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AGREE WITH ODETTE INTERNATIONAL THAT CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. For any non-frivolous claim that does not exceed \$10,000, Odette International will pay AAA filing, administrative and arbitrator costs. Moreover, in arbitration

You are entitled to recover attorneys' fees from Odette International to at least the same extent as You would be in court.

b. U.S. Dispute Resolution Process.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICE OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE WITH ODETTE INTERNATIONAL THAT YOU AND ODETTE INTERNATIONAL ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE WITH ODETTE INTERNATIONAL TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE WITH ODETTE INTERNATIONAL THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing Your claim to Odette International, 71 Great Peter Street, London SW1P 2BN UK, Attention: Legal Department. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. In addition, Odette international will reimburse those fees and costs for claims totalling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Odette international will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines Your claims or defenses are frivolous. You agree with Odette International that You or Odette International may choose to have the arbitration conducted by telephone or based on written submissions. You agree with Odette International that in person arbitration will be conducted in the county in which You reside or at another mutually agreeable location. You agree with Odette International that the decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. You agree with Odette International that the U.S. Dispute Resolution Process shall survive expiration, termination or rescission of this Agreement.