



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies

hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

- By checking this box, I indicate that I have read and agree to the Terms and Conditions
- By checking this box, I indicate that I have read and understand our [Privacy Notice](#) and accept and agree to be bound by these [Terms of Use](#)

*Electronic Acceptance*

## TERMS OF USE

The terms, conditions, policies, and notices contained in these Terms of Use (these “Terms”) apply to the website located at [www.omniapartners.com](http://www.omniapartners.com) (the “Site”), which is operated by OMNIA Partners, Inc. (“OMNIA Partners”). Any reference to “we”, “us”, or “our” in these Terms shall refer to OMNIA Partners. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION THAT YOU SUBMIT TO THIS SITE IN ACCORDANCE WITH THE PRIVACY NOTICE SET FORTH AT [WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE](http://WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE), WHICH IS HEREBY INCORPORATED INTO AND MADE PART OF THESE TERMS BY REFERENCE. ADDITIONALLY, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SITE.

WE MAY MODIFY THESE TERMS AT ANY TIME, IN OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THE SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THE SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES.

### (1) SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- (a) Except as otherwise provided by a third party, all content on the Site is © 2018 OMNIA Partners and/or its licensors. The Site contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws (collectively, “Intellectual Property Rights”).
- (b) Neither these Terms nor your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
- (c) Except as expressly provided in these Terms or otherwise expressly authorized in writing by OMNIA Partners, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, without our express prior written permission.
- (d) Without limiting this Section 1, you acknowledge that all trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of OMNIA Partners, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site without the owner’s prior written permission,

except as otherwise described herein. No trademark or service marks of OMNIA Partners or any other party may be used as a domain name without prior written permission.

- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only, including through Linked Sites (as defined in Section 5). Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

**(2) USER CONDUCT**

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- (c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
- (d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (e) use any of OMNIA Partners' names, service marks, logos, trademarks or other Intellectual Property Rights without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

**(3) PERMISSIBLE USE**

Except as indicated to the contrary elsewhere on the Site or these Terms, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

**(4) SITE LIMITED TO USE BY UNITED STATES RESIDENTS**

The Site is intended for use by residents of the United States of America only and any individual that submits personal information or registers on the web site represents and warrants that such person is a resident of the United States of America. The Content of the Site is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Site is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Site. We do not make any representations regarding the legality of the Site in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws.

**(5) OTHER SITES; THIRD-PARTY CONTENT**

As a convenience to you, the Site may provide links to websites and access to content, products, and services of third parties, including our affiliates, strategic partners, and other entities with which our connection consists of only a hyperlink ("Linked Sites"). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted or endorsed by us.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. We do not author, edit, or monitor these Linked Sites and are not responsible or liable for (a) the availability of or content provided on the Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by us, or vice-versa; (b) third-party content accessible through the Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with any third-party found on or through the Site.

**(6) MODIFICATIONS TO TERMS**

We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

**(7) PERFORMANCE/TERMINATION/MODIFICATIONS OF SITE**

You acknowledge that the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that the product or service is or will be available in your location. We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

**(8) TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

**(9) COPYRIGHT INFRINGEMENT**

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at [info@omniapartners.com](mailto:info@omniapartners.com). When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

**(10) DISCLAIMER**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT AND INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF THE SITE; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF

ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING THE SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY AGREEMENT OR CONTRACT, INFORMATION, STATE STATUTES, OR OTHER DATA DISPLAYED ON OR THROUGH THE SITE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

The Site is designated and provided for informational purposes only. Nothing on the Site constitutes legal advice or recommendations or endorses any products, services, companies, suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of the Site.

**(11) LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**(12) LIMITATION ON ACTIONS**

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

**(13) ACKNOWLEDGEMENT**

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

**(14) DISPUTE RESOLUTION; GOVERNING LAW**

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. You agree that venue for all actions, arising out of or relating in any way to your use of the Site or our Content, shall be in federal or state court of competent



jurisdiction located in Williamson County, Tennessee. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

**(11) GENERAL**

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OMNIA Partners' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OMNIA Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon permitted assignees. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

*Last updated and effective: May 4, 2021*

## PRIVACY NOTICE

OMNIA Partners, Inc. (“Company,” “we” or “us”) values our relationship with you and takes your privacy seriously. The purpose of this Privacy Notice is to identify how we may process, collect, store, disclose, share and use (collectively, “use”) the data that we collect from you in connection with your use of our business services, our website ([www.omniapartners.com](http://www.omniapartners.com)), any other online platform or mobile application that links to this Privacy Notice, and other services that link to this Privacy Notice (collectively, our “Services”). This Privacy Notice also identifies your rights with respect to your personal information and the choices you can make about our use of your information, all as described in more detail below.

We may update or modify this Privacy Notice at any time, by posting the amended version on this site and including the effective date of the updated version. We may also provide other privacy notices on specific occasions when we are using your personal information in ways that differ from what we have described here, so that you are aware of how and why we are using such information and what your rights are with respect to such use. By accessing and/or using the Services, you accept and agree to the terms of this Privacy Notice and the collection and use of information as described in this Privacy Notice. You also agree to be bound by the Terms of Use set forth at [www.omniapartners.com/termsfuse](http://www.omniapartners.com/termsfuse). If you do not agree to be bound by this Privacy Notice or any subsequent modifications, you should not access or use the Services or disclose any personal information through any of the Services.

*This Privacy Notice was last updated May 4, 2021.*

This Privacy Notice contains the following information, which you can access by scrolling down:

- 1. How to Contact Us**
- 2. Personal Information**
- 3. Information We Collect**
- 4. Sharing Your Information**
- 5. Your Rights and Choices Regarding Your Information**
- 6. How We Safeguard Your Information**
- 7. How Long We Store Your Information**
- 8. Links to Other Sites**
- 9. Children**
- 10. Special Notice to Non-U.S. Users Regarding Data Transfers**
- 11. Governing Law and Jurisdiction**

## 1. HOW TO CONTACT US

You can update your communication preferences and information by updating your contact information through our Services or by contacting us at the e-mail address, phone number, or postal address below. Additionally, if you have any questions or concerns about our use of your personal information, please do not hesitate to contact us through any of the methods listed below.

**Mail:**

OMNIA Partners, Inc.  
Attn: Legal Department  
840 Crescent Centre Drive, Suite 600  
Franklin, TN 37067

**Phone:** 866-875-3299

**Email:** [info@omniapartners.com](mailto:info@omniapartners.com)

## 2. PERSONAL INFORMATION

While using our Services, we may ask you to provide us with certain personally identifiable information (“Personal Information”). Personal Information is information that identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked to a particular individual or household.

We collect information from you both when you provide it voluntarily and also automatically when you use our Services. We may also collect Personal Information from other sources, as described below.

We collect Personal Information from you and any devices (including mobile devices) you use when you: use our Services, register for an account with us, provide us information on a web form, or over the telephone or online chat, when you register at our conferences, when you update or add information to your account, when you otherwise correspond with us, engage or connect with us through one of our social media pages, or chat with our sales and support team. Please remember that any information that is disclosed public comments, forums, or other areas enabling other users to submit comments (“Forums”) becomes public information, is not maintained or treated as confidential, and you should exercise caution when deciding to disclose your Personal Information.

In addition, we also collect Personal Information about you from third parties in connection with our Services, including from the following sources:

- Our customers and suppliers
- Hosting providers
- Data analytics service providers
- Email, chat and other communications service providers
- Customer service providers
- Social media platforms
- Promotional partners

## 3. INFORMATION WE COLLECT

We may collect the following categories of Personal Information from you, depending on your interactions with our Services and the choices you make, as further described in the chart below:

- **Identifiers.** Your name, email address postal address, unique personal identifier, and Internet Protocol (IP) address.
- **Interactions.** Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories.
- **Internet or other electronic network activity information.** For example:
  - **Browse history.** Data about the webpages you visit.
  - **Search history.** Data about the search terms you enter.
  - **Device, connectivity, and configuration data.** Data about your device and nearby networks, including regional and language settings.
- **Geolocation data.** Data about your device’s location, which is inferred from your IP address and your postal address.
- **Professional or employment-related information.**
- **Demographic data.** Data about you such as your age, country, preferred language and other data reflecting your consumer’s preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

<i>Information collected through use of our Services</i>		
<b>Categories of Information</b>	<b>Description of category</b>	<b>How We Use Information</b>
<b>Account Registration Information</b>	<p>Registering for an account is required for use of many of our Services.</p> <p>This is the Personal Information that is provided by you or collected by us to enable you to login and/or access your account and our Services. This includes your name, address, email address, and phone number.</p> <p>Some of the Personal Information we will ask you to provide is required in order to create your account.</p>	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize and improve our Services.</li> <li>• To respond to your questions and requests.</li> <li>• To create, maintain and personalize your account with us.</li> <li>• To provide customer support.</li> <li>• To notify you about changes to our Services.</li> <li>• To allow you to participate in interactive features of our Services when you choose to do so.</li> <li>• To contact you with email updates, blogs, marketing or promotional materials and</li> </ul>

		other information that may be of interest to you.
<b>Subscribe to Blog or Email Updates Information</b>	You may provide your name and email address in order to receive email updates and/or in order to subscribe to our blog.	<ul style="list-style-type: none"> <li>• To contact you with email updates, blogs, marketing or promotional materials and other information that may be of interest to you.</li> </ul>
<b>Member or Supplier Information</b>	You may provide certain Personal Information in order to register to become a member or supplier partner through the Services. This includes your name, email address, phone number, and address.	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize and improve our Services.</li> <li>• To provide customer support.</li> </ul>
<b>Customer Proposal Information</b>	This is the Personal Information that you provide if you choose to complete the form to obtain your customer proposal number. This includes your name and email address.	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize and improve our Services.</li> <li>• To provide customer support</li> </ul>
<b>Job Application Information</b>	This is the Personal Information that you provide if you choose to apply for job positions through the Services. This includes your name, phone number, email address, career and educational history, and any other personal information you choose to provide through your resume, cover letter, or other attachments submitted through the Services.	<ul style="list-style-type: none"> <li>• To assess your job application and respond to you concerning a job position, at our discretion.</li> </ul>
<b>Demographic Data</b>	<p>We may collect such Personal Information when you provide feedback or post on a forum through our Services, including if you leave a comment on articles posted on the Services, only when necessary to provide our Services.</p> <ul style="list-style-type: none"> <li>• Date of birth</li> <li>• Gender</li> <li>• State/Region</li> <li>• Preferences</li> </ul>	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize, and improve our Services.</li> <li>• To provide customer support.</li> <li>• To monitor the usage of our Services.</li> <li>• To gather analysis and assess trends and interests.</li> </ul>
<b>Third Party Data</b>	This includes both Personal Information and non-personally identifiable data provided to us from our affiliates, suppliers, partners or vendors, or public sources.	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize, and improve our Services.</li> </ul>

		<ul style="list-style-type: none"> <li>• To monitor the usage of our Services.</li> <li>• To gather analysis and assess trends and interests.</li> </ul>
<b>Location Information</b>	<p>We may collect general location information if you use features on our Services that provide location-based services.</p>	<ul style="list-style-type: none"> <li>• To provide you with location-based services.</li> <li>• To monitor the usage of our Services.</li> <li>• To gather analysis and assess trends and interests.</li> </ul>
<b>Usage Information</b>	<p>This can be Personal Information and non-Personal Information that is collected about you when you are using our Services, and this may include:</p> <ul style="list-style-type: none"> <li>• Information about your interactions with our Services, which includes the date and time of any information you enter into our Services and your interactions with other users of our Services and what content or features you interacted with.</li> <li>• User content you post to our Services including messages you send and/or receive in the Forums and your interactions with our customer service team and other users.</li> <li>• Technical data which may include URL information, cookie data, web beacons and other tracking technology information, your IP address, the types of devices you are using to access or connect to our Services, unique device IDs, device attributes, network connection type (e.g., Wi-Fi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, and operating system. Further details about the technical data that is processed by us can be found below.</li> </ul> <p>Our Services uses cookies, unique identifiers and similar technologies to collect information over time and across different websites when you use or visit our Services. We or our third-party partners use common tracking tools to collect information</p>	<ul style="list-style-type: none"> <li>• To optimize the display of our Services on your device.</li> <li>• To create, maintain and personalize your account with us.</li> <li>• To provide, maintain, personalize, and improve our Services.</li> <li>• To provide customer support.</li> <li>• To monitor the usage of our Services.</li> <li>• To allow you to participate in interactive features of our Services when you choose to do so.</li> <li>• To gather analysis and assess trends and interests.</li> <li>• To detect, prevent, and address technical issues.</li> <li>• To help maintain the safety, security, and integrity of our Services and technology assets.</li> </ul>

about the pages you view, our Services functions that you access, the buttons and icons you click, and to remember your login information and Services settings to make it easier and more efficient for you to use our Services.

**Cookies.** Cookies are small data files that are downloaded onto your computer or mobile device when you use our Services, which are unique to your device or account. Cookies make it easier for you to use our Services by saving your preferences so that we can use these to improve your next and subsequent visits to our Services – for example, remembering your login information. Cookies help us learn which areas of our Services are useful and which areas need improvement.

Cookies may be either persistent or temporary (or session) cookies. A persistent cookie retains user preferences for a particular website, app or service, allowing those preferences to be used in future use sessions and remains valid until its set expiry date (unless deleted by the user before the expiry date). A temporary cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

You can choose whether to accept cookies by changing the settings on your browser or device. For more information regarding your choices with respect to cookies and other tracking technologies, please see [“Your Rights and Choices Regarding Your Information”](#) below. However, if you choose to disable this function, your experience with our Services may be impaired and some features may not work as they were intended. When we use cookies or other similar technologies, we may set the cookies ourselves or ask third parties to do so to help us.

**Pixels, Web Beacons.** We or third-party partners may use invisible pixels or beacons on our Services to count how many users access or use certain pages, features or content. This information is collected and reported in the aggregate. We may use this information to improve our current Services offerings, develop new products or services, and target information to you that may be helpful and useful to you based upon your use of our Services.

<b>Anonymized Information</b>	<p>We use anonymized and aggregated information that may be created or derived from your Personal Information or usage of our Services for purposes that include data analysis, improving our Services, and developing new features and functionality within our Services.</p>	<ul style="list-style-type: none"> <li>• To provide, maintain, personalize, and improve our Services.</li> <li>• To monitor the usage of our Services.</li> <li>• To gather analysis and assess trends and interests.</li> <li>• To detect, prevent, and address technical issues.</li> <li>• To help maintain the safety, security, and integrity of our Services and technology assets.</li> </ul>
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Subject to the following paragraph, we ask that you not send us, and you not disclose, any sensitive personal information as this term is defined under applicable data protection and privacy laws (for example, social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services or otherwise to us.

If you send or disclose any sensitive personal information to us, you consent to our processing and use of such sensitive personal data in accordance with this Privacy Notice. If you do not consent to our processing and use of such sensitive personal information, you must not submit such content to our Services.

#### 4. SHARING YOUR INFORMATION

We share non-Personal Information with third parties at our discretion. We do not sell Personal Information. In connection with our Services, we may share your Personal Information with certain third parties who we engage to help us run our business and perform the services, including under the following circumstances:

- Service providers and others – We use service providers, including our supplier partners to operate and maintain our Services, including software and infrastructure. We also use service providers to host, store and manage content and data related to our Services. This also includes any email marketing, software providers and information security providers.
- Affiliates, subsidiaries, and customers.
- Google Analytics, a service provided by Google, Inc., to gather information about how you and other users engage with our Services. For more information about Google Analytics, please visit [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).
- Marketing and email service providers we use to communicate with you.
- Other third parties that you expressly request us to share your Personal Information with.

Additionally, we will share your Personal Information with third parties where required by law, where it is necessary in connection with our Services or products, or where we have another legitimate interest in doing so.



If we are subject to a merger or acquisition with/by another company, we may share information with them in connection with the transaction.

## 5. YOUR RIGHTS AND CHOICES REGARDING YOUR INFORMATION

*Marketing Preferences.* You can opt out from receiving future marketing communications from us at any time by using the unsubscribe function in the email you receive from us or contacting us as set forth under “[How to Contact Us](#)” above. Please allow sufficient time for your preferences to be processed. Even if you opt out of receiving marketing messages, we may still contact you for transactional purposes like confirming or following up on an order or service request, asking you to review a product or service you have ordered, or notifying you of product recalls. If you later opt back into getting marketing communications from us, we will remove your information from our opt-out databases.

As noted above in “[The Information We Collect About You](#),” you can choose whether to accept cookies by changing the settings on your browser or device. However, if you choose to disable cookies, your experience with our Services may be impaired and some features may not work as they were intended.

Additionally, *Do Not Track* is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable *Do Not Track* by visiting the preferences or settings page of your web browser. However, these features are not yet uniform, so we do not currently respond to such features or signals. Therefore, if you select or turn on a “do not track” feature in your web browser, we and our third-party providers may continue collecting information about your online activities as described in this Privacy Notice.

You have the choice to limit the data that you provide to third party services (e.g., social media platforms) and that is subsequently shared with us, where such data is collected through the options provided to you by the applicable third-party service (for example, the options provided by a third-party social media platform when you connect your social media account with our Services). You can also disconnect your use of our Services from the third-party service at any time using the options provided to you by the applicable third-party service. Please note, however, that if you disconnect from the third-party service, that will not delete the data we may have previously collected while you were connected.

Depending on where you live, you may have certain rights with respect to Personal Information that we have collected and used under certain circumstances, which may include the following: \*

- The **right to request the following information** regarding our use of your Personal Information:
  - The categories of your Personal Information that we have collected
  - The purposes for which we have collected or used such Personal Information
  - The categories of sources for the Personal Information we have collected about you
  - The categories of third parties with whom we have disclosed your Personal Information
  - If we have disclosed your Personal Information for a business purpose, a list identifying the Personal Information categories that each category of recipient obtained
  - If we have sold your Personal Information, a list identifying the Personal Information categories that each category of recipient purchased
- The **right to receive** a copy of your Personal Information.
- The **right to request us to erase** your Personal Information when we no longer need such data in connection with our Services (subject to certain exceptions that may apply under applicable law).
- The **right to opt out of sales** of your Personal Information. We do not sell your Personal Information directly for consideration. We do share your Personal Information with suppliers for

business purposes as part of providing the Services to you. Please note that if you opt out of “sales,” as described in the preceding sentences, you may not be able to provide or receive the Services from us. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following Internet Web page link: [“Do Not Sell My Personal Information”](#).

*\* If you are a resident of a jurisdiction where one or more of these rights are granted to you under applicable law, and you wish to exercise any such rights listed above, please contact us by either:*

- Email: [info@omniapartners.com](mailto:info@omniapartners.com)
- Web: [Do Not Sell My Personal Information](#)
- Phone: 866-875-3299

*Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Personal Information. Please understand that we are required to verify your request and may require you to provide some information to enable us to carry out such verification. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.*

*Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.*

## **6. HOW WE SAFEGUARD YOUR INFORMATION**

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Any transmission of Personal Information is at your own risk.

## **7. HOW LONG WE STORE YOUR INFORMATION**

We may store your Personal Information as long as you use our Services to provide you with such Services and for legitimate business purposes. We will retain and use your Personal Information to the extent necessary to comply with our legal, accounting, or reporting obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. Additionally, we may continue to store your Personal Information contained in our standard back-ups.

We also will retain Usage Information for internal analysis purposes. Usage Information is generally retained for a shorter period of time, except when Usage Information is used to strengthen the security or to improve the functionality of our Services or products, or we are legally obligated to retain Usage Information for longer periods.

## **8. LINKS TO OTHER SITES**

Our Services may provide links to third-party websites that we do not control. We are not responsible for third parties' privacy practices, actions, content, or security of third-party websites. If you click on one of

these links, please understand that you are leaving our Service and any information you provide will not be covered by this Privacy Notice. Please read that website's privacy policy before providing any information.

## **9. CHILDREN**

Our Services are not created for anyone under the age of 13 (“Children” or “Child”). By using the Services, you represent that you are at least 13 years old. If you do not meet this age requirement, then you must not access or use our Services.

We do not knowingly collect personally identifiable information from anyone under the age of 14, and we do not target the Services to children under the age of 13. If you are a parent or guardian and you are aware that your Child has provided us with Personal Information, please contact us through one of the methods listed under “How to Contact Us”, above. If we become aware that we have collected Personal Information from Children without verification of parental consent, we take reasonable steps to remove that information from our servers.

For more information about the Children's Online Privacy Protection Act (“COPPA”), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission's website <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

## **10. SPECIAL NOTICE TO NON-U.S. USERS REGARDING DATA TRANSFERS**

This website is intended for use by residents of the United States only. If you are located outside the United States and are using our Services, you should be aware that your Personal Information will be transferred to the U.S., the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside the U.S. and submit Personal Information to us, you consent to the general use and disclosure of such information as provided in this Privacy Notice and to the transfer and/or storage of that information to the U.S.

## **11. GOVERNING LAW AND JURISDICTION**

This Privacy Notice, your use of Our Services and this website, and the use of our information shall be construed, governed, and enforced under the laws of the State of Tennessee (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Services, shall be in federal or state court of competent jurisdiction located in Williamson County, TN, within one (1) year after the claim arises. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.