



# Medius Supplier Portal

## Terms of Use

MEDIUS IS A LEADING GLOBAL PROVIDER OF CLOUD-BASE SPEND MANAGEMENT SOLUTIONS AND OFFERS TO ITS CUSTOMERS DIFFERENT SERVICES IN RELATION THERETO. MEDIUS ALSO OFFERS SUPPLIERS PARTICIPATION IN MEDIUS SUPPLIER NETWORK THROUGH REGISTRATION IN MEDIUS SUPPLIER PORTAL. THESE TERMS OF USE GOVERN THE USE OF THE MEDIUS SUPPLIER PORTAL WHICH IS MAINTAINED AND OPERATED BY MEDIUS SVERIGE AB AND ITS AFFILIATES ("MEDIUS"). BY REGISTERATING A SUPPLIER IN THE SUPPLIER PORTAL, YOU REPRESENT TO MEDIUS THAT YOU HAVE AUTHORITY TO ACT ON BEHALF OF, AND BIND, THE SUPPLIER TO THESE TERMS OF USE AND THAT YOU AND THE SUPPLIER ACCEPT AND WILL COMPLY WITH THE TERMS SET OUT HEREIN.

These Terms of Use was last updated on 9 June 2021.

- 1.1 Medius' provision of Supplier's access and use of the Supplier Portal is subject to Supplier's and its users' compliance with these Terms of Use. The Supplier has the full responsibility to ensure that it users comply with these Terms of Use when using the Supplier Portal and the Supplier represents and warrants that the Supplier and its user's will comply with these Terms of Use.
- 1.2 All ownership rights, intellectual property rights and other proprietary rights relating to the Supplier Portal belong to Medius or, when applicable, Medius' third party licensors. These Terms of Use does not entail any assignment of any intellectual property to the Supplier. Further, these Terms of Use does not grant the Supplier any rights in any trademarks or service marks which remain the exclusive property of Medius or any third party providers.
- 1.3 The Supplier shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of and right to use all data provided to Medius or uploaded to the Supplier Portal. Supplier acknowledges that Medius and its customers are entitled to rely on the accuracy of such information, including banking information and other payment information. Neither Medius nor its customers are responsible for any erroneous payments resulting from errors or unauthorized payment information changes or other damage resulting from the Supplier's inaccurate information
- 1.4 The Supplier hereby grants Medius a royalty free, fully-paid, non-exclusive right and license to reproduce, use, process, store and transmit the Supplier's data for the purposes of Medius' provision of the services available in the Supplier Portal and any other activities set forth in these Terms of Use. The Supplier warrants that the Supplier has and will continue to have all rights and consents necessary to allow Medius to use all data provided to Medius or uploaded to the Supplier Portal for the provision of the services available within the Supplier Portal.
- 1.5 The Supplier represents and warrants that the Supplier will not use or permit use of the Supplier Portal for any purpose or in any way that (a) violates any local, state, national or international law b) menaces or harasses any person or causes damage or injury to any person or property, (c) violates privacy rights (including but not limited to the General Data Protection Regulation) or promotes racism, hatred or harm, (d) constitutes an infringement of intellectual property or other proprietary rights, (e) contains solicitations or advertisements, (f) interferes with the operation of the Supplier Portal, including without limitation by (i) taking any action that imposes or may impose an unreasonable or disproportionately large load on Medius' or Medius' third party providers' infrastructure, or (ii) interfering with or disrupting any networks, equipment or servers connected to or used to provide the Supplier Portal, (g) constitutes fraudulent activity, including impersonating any person or entity, claiming false affiliation, misrepresenting the source, identity or content of information transmitted via the Supplier Portal or (h) contains a virus, worm, Trojan Horse or other harmful component.
- 1.6 The Supplier may upload and distribute pdf invoices by use of the Supplier Portal and the Supplier authorizes Medius to send such pdf invoices to the customer. In the event the Supplier send invoices to customers through the Supplier Portal, the Supplier explicitly agrees to refrain from sending any identical invoices to the customer outside of the Supplier Portal. The Supplier shall have sole responsibility for the accuracy, correctness and completeness of the invoices and the Supplier remains fully responsible for the invoice data submitted being compliant with applicable law as to its form and content and towards competent tax authorities for the invoice and its VAT and other tax implication.
- 1.7 Medius reserves the right to immediately remove the Supplier's and its users' access to the Supplier Portal and terminate its use of the services provided through the Supplier Portal in Medius' sole discretion upon notice to the



Supplier or its users, as applicable (notice through email is sufficient).

- 1.8 Medius is not responsible for any harm caused by the Supplier's users, including individuals who were not authorized to have access to the Supplier Portal but who were able to gain access through any actions or omissions of the Supplier. Supplier is responsible for all activities that occur under Supplier's or its users' usernames, passwords or accounts or as a result of Supplier's or its users access to the Supplier Portal and the Supplier agrees to notify Medius immediately of any unauthorized use.
- 1.9 The Supplier shall defend, indemnify and hold harmless Medius, its affiliates, and their directors, officers, employees and agents (each an "Indemnified Party") for all losses, damages, injuries, costs, expenses (including without limitation court costs and reasonable attorneys' fees) and claims a) arising out of the Supplier's or its user's breach of these Terms of Use or b) related to a claim made or brought against Medius by a third party arising from or relating to a dispute between the Supplier and its customer arising from the Supplier's use of the Supplier Portal to exchange information or conduct business with such customer.
- 1.10 The Supplier Portal contains information about Medius, Medius customers, Medius customers' suppliers and other third parties. While this information was believed to be accurate as of the date prepared and Medius has the right (but not the obligation) to correct any inaccurate information, Medius makes no warranty, express or implied, with respect to the content, information, or services or the accuracy, completeness or correctness of any information available in the Supplier Portal. Medius disclaims liability for any errors, delays or failures arising from the use of such information.
- 1.11 The Supplier agrees that its use of the Supplier Portal is at Supplier's own risk. The services provided within the Supplier Portal are provided "as is" without warranty of any kind. Medius is not involved in nor is it a party to any transaction between any parties who use the Supplier Portal. Medius does not control and has no responsibility for the information provided by customers, the Supplier and other suppliers or their behaviors. IN NO EVENT SHALL MEDIUS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE SUPPLIER PORTAL OR FOR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE SUPPLIER PORTAL, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
- 1.12 Supplier agrees that Medius may monitor how the Supplier Portal is used and perform and collect, use, compile and disclose quantitative data derived from Supplier's use of the Supplier Portal for industry analysis, benchmarking, analytics, marketing and other business purposes. Medius has all rights, title and interest in and to such data and may make the data publicly available, provided that the data does not include any data that would enable the identification of the Supplier or its users. Supplier acknowledges and agrees that Medius may also monitor the Supplier's use of the Supplier Portal and share with Medius' customers any data derived therefrom for the purpose of Medius' provision of the services available in the Supplier Portal
- 1.13 By agreeing to use the Supplier Portal, the Supplier agrees that Medius may a) contact the Supplier or its representatives through digital marketing channels of promoting, marketing and executing Medius' services, b) identify the Supplier to Medius' customers as a potential user of the Supplier Portal and c) store Supplier's payment, banking and other information including invoice data and use such information to facilitate the services provided through the Supplier Portal.
- 1.14 Medius reserves the right to change these Terms of Use at any time. The revised version will be effective at the date it is posted by Medius. The Supplier's continued use of the Supplier Portal following the posting of a revised version will constitute the Supplier's acceptance thereof.
- 1.15 Medius may process data, which directly or indirectly relates to a physical person (personal data) on Supplier's behalf. All terms related to processing of personal data in this Section shall have the meaning ascribed to them in the European General Data Protection Regulation. To the extent Medius will process personal data on Supplier's behalf, Medius will be considered a data processor and Supplier will be considered the data controller and all personal data will be processed in accordance with the Data Processing Addendum available at <https://www.mediushq.com/legal/data-processing-addendum/> which forms an integral part of these Terms of Use and Medius' privacy policy. Any sharing of personal information shall be considered as a business purpose disclosure under the California Consumer Privacy Act ("CCPA"), to the extent applicable, and Medius is not liable for Supplier's obligations under the CCPA with respect to such personal information.
- 1.16 If the Supplier is principally domiciled outside the United States, these Terms of Use shall be governed Swedish law without regard to its principles of conflict of laws and any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of the arbitration shall be Stockholm, Sweden, and the language in the proceedings shall be English.
- 1.17 If the Supplier is principally domiciled in the United States, these Terms of Use shall be governed by the internal laws of the State of New York. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be resolved in



accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA") in effect on the date of the initial request by the claiming Party, that gave rise to the dispute to be arbitrated (as such rules are modified by these terms or may be further modified by mutual agreement of the Parties). There shall be one sole arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat of arbitration shall be New York, NY, and the language to be used in the arbitral proceedings shall be English. To the extent practicable, the arbitration shall commence within thirty (30) days of the designation of the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties. The final award shall award to the prevailing Party its reasonable attorneys' fees and costs incurred in connection with the arbitration to the extent the arbitrator deems the Party to have prevailed, and may grant such other, further and different relief as authorized by a court of law or the rules of the AAA. Judgment upon any decision of the arbitrator may be entered into in any court in the United States having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. **BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THEY GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF IT WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.** Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.

- 1.18 Notices under these Terms of Use shall be in writing and shall be delivered by personal delivery, sent by registered mail with return receipt requested or e-mail (such e-mail notice to be confirmed by letter posted within 3 days) to Medius Sverige AB, Platengatan 8, 582 20 Linköping, Sweden, [finance@medius.com](mailto:finance@medius.com).
- 1.19 Medius reserves the right to take remedial action if the Supplier violates these Terms of Use, including the permanent or temporary removal or disablement of access to the Supplier Portal.
- 1.20 Medius but not the Supplier shall be entitled to assign or transfer all or any of its rights, benefits or obligations under these Terms of Use.
- 1.21 Medius may use subcontractors for the provision of the services provided within the Supplier Portal.
- 1.22 In the event any part of these Terms of Use is found invalid this shall not mean these Terms of Use as a whole is found invalid. In case the invalidity significantly affects any Parties' received benefit or performance according to these Terms of Use fair and reasonable adjustments to these Terms of Use shall be made.

These Terms of Use contain the entire agreement between the Supplier and Medius with respect to the Supplier Portal and these Terms of Use supersede all prior or

contemporaneous communications and proposals, whether electronic, oral or written, between the Supplier and Medius with respect to the Supplier Portal.

