



**WF ONSHORE (USA LAW)**

**TERMS AND CONDITIONS FOR THE USE OF THE OB10 WEB FORM SERVICE**

**OB10, Inc.**, a Delaware corporation with principal place of business at 1040 Crown Pointe Parkway, Suite 350, Atlanta, GA 30338 ("**OB10**"), is the owner/licensee of all rights, title and interests (including but not limited to intellectual property rights) in and to the proprietary system for the electronic exchange of invoice data and (where applicable, for purchase orders) between the billing systems of suppliers' and the ERP/accounting systems of buyers' and other associated services (the "**OB10 Web Form Service**").

You are required to read the terms and conditions set out below (the "**Terms and Conditions**"). Use of the OB10 Web Form Service is governed by the Terms and Conditions. You may not use the OB10 Web Form Service unless you first agree to the Terms and Conditions and pay the applicable fees to OB10 as published and as amended from time to time on this website. OB10 reserves the right to modify these Terms and Conditions and you will be given notice of any changes. Following notification, you will be required to acknowledge your acceptance of any changes to the Terms and Conditions upon your re-entry to the OB10 Web Form Service and before you can continue to use the OB10 Web Form Service.

**BY REGISTERING, ACCESSING OR USING THE OB10 WEB FORM SERVICE, YOU DEMONSTRATE YOUR ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY, THE TERMS AND CONDITIONS (YOUR "ACCEPTANCE").**

**1. Term**

The Terms and Conditions will be effective as of Acceptance, subject to early termination as stated herein and shall remain in force for a period of one (1) year from your initial Acceptance (unless otherwise stated in any changes notified to you) (the "Initial Term"). Thereafter, these Terms and Conditions will remain in force for equal terms of one (1) year (unless otherwise stated in any changes notified to you) (each a "Renewal Term"), unless terminated by either party. The "Term" refers to the Initial Term and each Renewal Term, as in effect at any given time.

**2. The OB10 Web Form Service**

The OB10 Web Form Service is a global electronic network (the "OB10 Network") that provides an electronic mechanism to pass invoice data (and where applicable, purchase orders) directly between you and your customers (buyers) that have



requested you submit invoice data or collect purchase orders from them using the OB10 Network.

You are granted during the Term a non-exclusive, non-transferable, personal, limited license to use the OB10 Web Form Service and the OB10 Network in accordance with the Terms and Conditions only in the regular course of your business.

### 3. Termination

You may terminate the Terms and Conditions at any time without cause by giving not less than 30 days advance notice in writing to OB10.

OB10 may terminate the Terms and Conditions without cause, such termination to take effect only when you have consumed any pre-paid transactions and by giving you not less than 30 days prior notice in writing.

Either party may terminate the Terms and Conditions in the event of a material breach of its terms by the other. If the breach is **not** capable of remedy, the non-breaching party shall be entitled to terminate the Terms and Conditions in writing without further notice. If the breach **is** capable of remedy, the non-breaching party shall be entitled to notify the other of the breach, giving them not less than 15 days to cure the breach. If, after such time the breach is not cured, the non-breaching party shall be entitled to notify the other in writing that the Terms and Conditions have been terminated.

Either party may immediately terminate the Terms and Conditions on the other party; (i) having a receiver, liquidator, administrator or administrative receiver appointed; (ii) ceasing to trade; (iii) having a dissolution order made against it, or passing resolutions for dissolution (other than for a corporate reorganization or merger); or (iv) making any arrangement with creditors.

OB10 may terminate the Terms and Conditions immediately and without advance notice in the event it suspects your use of the OB10 Web Form Service is, or is likely to be, unlawful or in violation of any third party intellectual property rights or if it suspects any data you are transmitting through the OB10 Web Form Service may contain Harmful Code or content that is unlawful, defamatory, obscene, libelous, invasive of another's privacy, menacing or racially or otherwise objectionable. Harmful Code means any code that may (a) interrupt, damage, destroy or limit the functionality of another computers' hardware or software or telecommunications equipment (b) cause the loss or corruption of data; and /or (c) compromise the confidentiality, integrity or availability of the OB10 Web Form Service, including without limitation a virus, Trojan horse, corrupted files and/other similar software or programs.



To avoid doubt, upon the termination of the Terms and Conditions for any reason, your rights to access and use the OB10 Web Form Service shall automatically cease.

#### **4. Invoicing & Payment**

Your continued use of the OB10 Web Form Service is dependent on your continued fulfillment of your obligation to pre-pay for your transactions, at the prices detailed on the OB10 website ([www.OB10.com](http://www.OB10.com)). The first batch of transactions you purchase includes your set-up and access to the OB10 Web Form Service. You will be entitled to use this first batch of transactions for the earlier of: (i) twelve (12) months from the date you purchase this first batch of transactions or (ii) the time taken by you in using them up. After this period, they will lapse and cease to be available for use. To avoid doubt, (i) transactions purchased by you after the first batch that have been pre-paid in full remain available for use during the Term and (ii) all amounts for pre-paid transactions are non-refundable.

Once you have placed your order, an invoice will be generated and delivered to you via email within 30 days or less. You should keep this invoice for tax purposes. Any and all outstanding invoices must be paid in full upon receipt. Please note, if you fail to pay any outstanding invoices on time, OB10 will be entitled to suspend your use of the OB10 Web Form Service and you will be prevented from adding additional pre-paid transactions until such time as all outstanding balances have been paid in full.

#### **5. Supplier Account Information**

You are responsible for the preparation and maintenance of your account and profile on the OB10 Network. Your profile should include at minimum, your Contact Name, Company Name, Address, and email addresses. This information constitutes your "Supplier Profile".

In accepting the Terms and Conditions, you are granting to OB10 a non-exclusive, unlimited license to use the information contained in your Supplier Profile (and all other data supplied to OB10 by you) as required to process your transactions via the OB10 Network.

#### **6. OB10 Responsibilities**

OB10 will receive invoice data from you through the OB10 Web Form Service. This invoice data will be augmented and used to create a PDF invoice and a data file that is converted into the format required by your buyer customer that has agreed to



accept electronic invoices from you via the OB10 Network. These will be made available to them for retrieval in electronic format.

Where a buyer customer of yours has agreed to use the OB10 Network for the delivery of purchase orders to you (a "PO Customer"), OB10 will make that purchase order information available to you on the OB10 web site. You will be notified by email that there is a purchase order available and using your secure credentials, you can log onto the OB10 web site and view or print it. You also have the option to "flip" or convert the purchase order to create immediate invoice data to be submitted for electronic delivery to your PO Customer as stated above.

OB10 shall use reasonable efforts to:

1. Ensure that the OB10 Web Form Service is available for submission of invoice data and/or (where applicable) receipt of purchase order information.
2. Process invoice data files submitted in a timely manner. Generally this will not exceed 8 hours.
3. Notify you (to the email addresses identified in the Supplier Profile) of the results of processing your invoices in a timely manner.
4. Where applicable, process purchase order data in timely manner. Generally this will not exceed 8 hours.
5. Respond to your support queries and necessary account profile changes in a timely manner. Generally this will not exceed 2 working days.
6. Standard Invoice Status Check: Provide you with network processing status information on the results of the processing of your invoice data (valid invoice status settings are Accepted, Processed and Collected). Invoice data status can be checked by accessing the OB10 archive, which OB10 shall use reasonable efforts to ensure is available to you for such purpose.
7. Extended Invoice Status Check: In addition to the status updates referred to in 6 above, where your buyer customer has agreed to your using this service, OB10 will provide you with additional network processing status information on the results of the processing of your invoice data. Where applicable, this extended invoice status can be checked by you by accessing the OB10 archive, which OB10 shall use reasonable efforts to ensure is available to you for such purpose.
8. Where applicable, notify you (to the email addresses identified in the Supplier Profile) that there are purchase orders to review.
9. Create a PDF image of the invoice data for storage in OB10's archive during the period specified in your Supplier Profile. OB10 will make images that are stored in the archive available to you on your webpage during the Term subject to payment by you of all applicable fees.

To avoid doubt, the PDF image of the invoice data **replaces** the tax invoice.



## 7. Your Responsibilities

7.1 Access to the OB10 Web Form Service may only be made by authorized persons using valid OB10 generated user ID's and passwords. Access by any such authorized persons is subject to these Terms and Conditions. You are responsible for the acts and omissions of all persons authorized by you and for any unauthorized access to or use of the OB10 Web Form Service which may result from your failed security measures. You will not use the OB10 Network or the OB10 Web Form Services in an unlawful manner.

7.2 Invoice Data: It is your responsibility:

- A. To ensure that the data submitted/received by you through the OB10 Web Form Service is: (i) accurate and complete (including the data submitted in relation to your Supplier Profile as some or all of this may be used to supplement the data you submit/receive); (ii) compliant with all applicable laws; and (iii) in a format that is consistent with your Supplier Profile.
- B. To take all steps necessary to check and approve data submitted in purchase orders from PO Customers to satisfy yourself that you can rely on such data as being accurate and complete. This is the sole responsibility of you. It is not a responsibility shared by OB10 and you acknowledge and agree that OB10 is not responsible for the content of, or commercial/legal terms relating to, purchase orders.
- C. To review all emails sent from OB10 to confirm processing as these emails will include, as applicable, notification of submission of any purchase orders for viewing by you and any failed invoices/credits notes and the applicable reason for the failure or credit note. If these email alerts are not being received, you must notify OB10 support.
- D. To view purchase orders submitted to you by PO Customers.
- E. To resubmit rejected invoice data until it has been successfully processed by the OB10 Web Form Service.
- F. To cease sending the paper invoice to your relevant customer(s) once live with OB10; or where you continue to do so, to ensure that they are clearly marked as "copy and not for tax purposes".
- G. To comply with all applicable legal requirements relevant to you as an issuer of invoices/invoice data (or, where applicable, as a receiver of purchase orders).
- H. To store the digitally signed PDF invoices (where you do not use/have access to the OB10 archive service in accordance with these Terms and Conditions).

7.3 OB10 Support: Any file processing queries, requests for changes to information on your account profile or changes to authorized persons, should be logged with OB10 support using the self-ticketing facility at: [www.OB10.com/support](http://www.OB10.com/support).



7.4 VAT/Tax Accounting: You are responsible for taking the necessary steps to maintain your VAT and/or other tax registrations and other statutory filings, for making any necessary notifications to relevant authorities of your use of the e-invoicing and e-archiving services and for reporting, remitting, accounting for and reclaiming your VAT and/or other taxes in accordance with all relevant requirements.

7.5 Raising of Invoices: You authorize OB10 to electronically create and send invoices submitted by you in your name and on your behalf during the Term.

### **8. Data Protection**

Both you and OB10 will comply with all relevant data protection and privacy laws. OB10 acknowledges, and you confirm that you are the data controller of your personal data which you choose to pass or make available to OB10 and OB10 is the data processor of any such personal data. You acknowledge that we may transfer personal data outside the European Economic Area to our affiliates/contractors (where applicable) for the specific purposes of the performance of the Web Form Services and you agree to such transfers provided that we rely on suitable binding procedures in order to ensure an adequate level of data protection.

### **9. OB10 Support**

All inquiries, account profile and/or authorized personnel changes should be directed to OB10 support at:  
[www.OB10.com/support](http://www.OB10.com/support)

### **10. Ownership of Invoice Data**

Your invoice data will remain your property (and that of your respective customers) at all times.

### **11. Confidentiality**

OB10 will hold your invoice data and purchase order data processed for you by the OB10 Web Form Service in confidence and will not reveal any details to any unauthorized third party. (An unauthorized third party will not include those that are legally empowered to access or to whom you wish to give access to after notifying OB10).



## 12. Intellectual Property

All intellectual property rights relating to the supply and use of the OB10 Web Form Service and the OB10 Network including, but not limited to, patents, registered trade marks and designs (and applications for the same), unregistered trade marks, copyright, design rights, know-how and processes, are and remain the property of OB10.

## 13. Liability

OB10 does not warrant that the OB10 Web Form Service or the OB10 Network will be error free, uninterrupted or delivered at a particular speed, although OB10 will use reasonable efforts to prevent interruptions and will use reasonable skill and care in the provision of OB10 Web Form Service and the OB10 Network.

Except as expressly provided otherwise in these Terms and Conditions, the OB10 Network and the OB10 Web Form Service are provided "as is" without warranty or representation of any kind including any implied warranties of merchantability, quality, fitness for a particular purpose, title and non-infringement.

OB10 shall not be liable in contract or in tort (including negligence) for:

- A. Any loss of profits or
- B. Any indirect damages or
- C. Consequential damages resulting from any errors or interruptions with the OB10 Network or the OB10 Web Form Service.

OB10's total liability to you (including for negligence) shall be limited to the fees paid by you to OB10 for the OB10 Web Form Service during the 12 month period before the date that the first claim is made.

Nothing in these Terms and Conditions shall exclude or limit OB10's liability for death or personal injury caused by its negligence or in respect of any fraudulent representations made by it on which you can be shown to have relied.

## 14. Force Majeure

OB10 shall not be responsible for any delay or failure to perform when its failure results from any of the following cause: Acts of God or public enemies, civil war, insurrection or riot, acts of terrorism, fire, flood, explosion, earthquake or serious accident, change of law, failure of the Internet, strike, labour trouble or work interruption or any cause beyond its reasonable control (a "Force Majeure Event").



You remain obligated to pay any sums due for services performed, irrespective of the Force Majeure Event. If any Force Majeure Event prevails for a period of forty-five (45) days or more, however, such that OB10 is prevented from complying with its obligations under these Terms and Conditions, then either party may forthwith terminate these Terms and Conditions by written notice to the other, in which event neither party shall be liable to the other by reason of such termination.

#### **15. Governing law**

These Terms and Conditions shall be governed by the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the courts of state and federal courts in the City of Atlanta and the State of Georgia.

#### **16. Third Parties**

A person who is not a direct signatory to these Terms and Conditions may not enforce any of its terms.

#### **17. Presence**

OB10 may refer to you in its client list and/or in sales or marketing activities.

#### **18. Assignment**

You agree that OB10 may assign its rights and obligations under these Terms and Conditions to any affiliated company of OB10. OB10 will give you written notice of such transfer. The affiliate of OB10 shall be bound by the Terms and Conditions.

#### **19. Entire Agreement**

These Terms and Conditions, the OB10 privacy policy and website terms of use in effect from time to time (located at: <http://www.OB10.com/American/IG%20US%20Web%20v%201.1.pdf>) contain our entire agreement and understanding in relation to the subject matter hereof and supersedes all prior oral or written agreements, representations, understandings or arrangements other than a fraudulent misrepresentation that a party has relied on.