

Accord Website Terms of Use

Effective Date: August 21, 2024

Welcome to this website made available to you by Accord Carton ("Accord", "we", or "us"). Your access to and use of this website is subject to the following Terms of Use ("Terms"). These Terms govern your access and use of this website, including any content, functionality and services offered on or through it (the "Site").

BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE. PLEASE PRINT A COPY OF THESE TERMS FOR YOUR REFERENCE.

ACCORD RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY THESE TERMS OF USE AT ANY TIME. MATERIAL CHANGES WILL BE POSTED CONSPICUOUSLY ON THIS SITE. ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING TO THE SITE. BY ACCESSING OR USING THE SITE AFTER CHANGES ARE POSTED, YOU AGREE TO THOSE CHANGES.

THESE TERMS CONTAIN AN AGREEMENT BY YOU TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REVIEW THE ARBITRATION SECTION BELOW SINCE YOU ARE GIVING UP CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO SUE ACCORD IN A CLASS ACTION LAWSUIT.

- 1. Privacy Policy.** We may collect certain information about you when you access and use our Site. Our collection and use of data is described in our [Privacy Policy](#). By using the Site, you acknowledge all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).
- 2. Content.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, names of products and services, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, "Content") are exclusively the property of Accord or, as applicable, Accord's affiliates, vendors or licensors. Except for the rights expressly granted to you in these Terms, Accord retains all other ownership rights in the Site and Content, including all intellectual property rights.
- 3. Site Information.** We provide the information on the Site for general, informational purposes. While we use good faith efforts to keep the information on the Site accurate, we do not guarantee it is accurate, up-to-date, or applicable to you. Accord reserves the right to modify such information without any obligation to notify past, current or prospective website users. Some services may not be available in certain areas. Accord makes no representations that the materials on this website are appropriate or available for use in any particular state or other countries besides the United States. Those who do access this website are solely responsible for compliance with the laws of the state or country in which they reside.
- 4. Use of this Site.** The website allows for certain features and functions accessible by our customers. In order to access such features, such as inventory management and creative upload, please contact Accord sales or your sales representative for an account. If you do use those features and functions and or activate an account, you are solely responsible for the confidentiality and security of the information needed to authenticate and access your account. You are solely responsible for all access to your account and all activity conducted on your account, including material and data uploaded to and from your account, whether expressly permitted by you or not. If you upload any material or content, you grant Accord a limited license to reproduce, modify, distribute, display, and otherwise use the same as necessary to provide you the products and services ordered. You are responsible for and will indemnify Accord from any liability resulting from such material and content.
- 5. Restrictions on Your Use of the Site.** Any of the below activity may result in termination of your Account and access to the Site.
 - You may not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without our prior written consent.
 - You may not use the Site for unlawful purposes.
 - You may not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
 - You may not engage in data mining or similar data gathering or extraction activities from the Site.
 - You may not interfere with, or attempt to interfere with, the access of any user, host, or network.
 - You may not use the Site to harvest email addresses, names, or other information of the users of the Site.
 - You may not send any unsolicited or unauthorized advertising, promotional materials, email, spam, junk mail, or any form of solicitation.
 - You may not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
 - You may not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, malware, or infringing material.
 - You may not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
 - You may not frame, mirror, or circumvent the navigational structure of any part of the Site.
 - You may not access, tamper with, or use non-public areas of the Site.
 - You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another without their written consent, or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
 - You may not engage in any conduct, or encourage or enable another individual to engage in conduct that we consider inappropriate, unauthorized, or contrary to the intended purpose of the Site.
- 6. Sales.** All sales are subject to our [Terms and Conditions of Sales](#).
- 7. Offers.** We may offer certain services and products through the Site. All offers set forth on this Site are void where prohibited and are subject to additional terms pertaining to the offers. The actual services and products may differ from those displayed or listed on the Site, are subject to availability, availability may be limited in certain areas, and we may change services and products in our sole direction. Prices listed on the website are subject to change and may be changed by us at any time.
- 8. Career Opportunities.** The Site may list certain career opportunities offered by Us. You must not send Us application materials for any person other than yourself. You warrant that all information contained in any resume or other materials you provide is current, accurate, and complete. Your submission of a resume or other materials does not in any way require Us to review those materials or consider you for employment. Career opportunity descriptions on the Site are subject to change at our sole discretion without notice.
- 9. Use Rights.** You may only use the Site and Content for your internal, non-exclusive use, so long as you comply with these Terms and all applicable laws, rules and regulations. You may only use the Site and the Content for their intended purposes for which they are made available to you by Accord.
- 10. Use of Marks.** Accord owns certain trademarks, names, logos, insignia, or service marks ("Marks"). You do not have the right to use any Marks except as expressly agreed to in writing by Us. The Site may also contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third party's consent.
- 11. Intellectual Property Rights.** The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Accord or any third party is strictly prohibited and may fully be prosecuted of the law.
- 12. Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
- 13. Feedback and Other Content Submitted by You.** If you submit comments or feedback to us regarding the Site or its Content, or any other comments, questions, requests, content or information that is not personal information ("Feedback"), we may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.
- 14. Children's Information.** The Site is not directed at children under the age of eighteen (18) years old. If you are under eighteen (18) years old, you must immediately stop using the Site.
- 15. Restrictions on Your Use of the Site. The following actions violate these Terms.**

- You may not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without Accord's prior written consent.
- You may not use the Site for unlawful purposes.
- You may not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
- You may not engage in data mining or similar data gathering or extraction activities from the Site. You may not use the Site to harvest email addresses, names, or other information of the users of the Site or to spam other users of the Site.
- You may not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- You may not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses or malware.
- You may not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
- You may not frame, mirror, or circumvent the navigational structure of any part of the Site.
- You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another without their written consent, or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
- You may not engage in any conduct while using the Site that Accord considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.

16. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACCORD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. ACCORD MAKES COMMERCIALY REASONABLE EFFORTS TO PROVIDE ACCURATE AND RELIABLE CONTENT ON THE SITE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. ACCORD DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. ACCORD DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING WITHOUT LIMITATION THE STATE OF NEW JERSEY, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR CONDITIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ACCORD OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR PROFESSIONAL ADVISORS (COLLECTIVELY, THE "ACCORD PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF AN ACCORD PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE ACCORD PARTIES' AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING WITHOUT LIMITATION THE STATE OF NEW JERSEY, MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES OR LIMITATIONS OF LIABILITY. IF THESE LAWS APPLY TO YOU, INCLUDING WITHOUT LIMITATION CONSUMERS RESIDING IN NEW JERSEY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

18. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ACCORD PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE, AND (D) YOUR INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

19. Third-Party Websites and Content. The Site may link to third-party websites or contain third-party content. We provide those links and this content as a convenience to visitors to our Site. We are not responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. Accord does not warrant or endorse any third-party website or content. When leaving the Site, it is the applicable third-party's terms and privacy policy that govern your use of such third-party site (and such third-party's use of your personal information), not these Terms.

20. Videos and Embedded Content. The Site may include videos and other embedded content, such as YouTube videos. Any access to YouTube videos is also subject to YouTube's Terms of Service available [here](#). By accessing such content, you are agreeing to be bound by YouTube's Terms of Service.

21. Linking to the Site. You are prohibited from linking to this Site on your website or elsewhere without the prior express written consent of Accord. If Accord grants you a right to link to this Site, certain terms may apply, and Accord reserves the right to revoke such consent at any time. You are responsible for any costs incurred by Accord in enforcing its rights under this Section.

22. Use in the United States. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

THE EXISTENCE OF THE SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS ACCORD OR THE ACCORD PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.

23. Termination. If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. Accord may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason and will not be liable to you or anyone else for any damages arising from or related to Accord's suspension or termination of your access to the Site or the Content, or in the event Accord modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).

24. Cooperation with Law Enforcement. Accord will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD THE ACCORD PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**

25. DISPUTE RESOLUTION – ARBITRATION. Both parties agree to resolve any disputes arising under these Terms or relating to the Site or the Content through binding arbitration, on an individual basis, as set forth below.

- WAIVER. YOU UNDERSTAND THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP YOUR RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS, YOU MAY NOT BRING A CLAIM AGAINST ACCORD IN A CLASS ACTION LAWSUIT, AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE OR MORE PERSON'S OR PARTY'S CLAIMS IN A CLASS OR PROCEEDING.** In the event a court determines that the foregoing is unenforceable, then such claim must be severed from the arbitration and brought in court, subject to Accord's right to appeal.
- Good Faith Discussions.** You and Accord must first attempt to resolve any dispute by good faith discussions or email. If the parties cannot resolve a dispute with good faith discussions, then either party may submit the dispute to binding arbitration as set forth in these Terms.
- Rules.** You and Accord agree that arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, then in effect and as amended herein ("**Rules**"). The Rules can be found at: <https://www.adr.org/Rules>. You and Accord agree that this agreement to arbitrate involves a transaction of interstate commerce and therefore the Federal Arbitration Act will govern the interpretation and enforceability of this agreement to arbitrate.
- Initiating a Claim.** The party desiring to initiate arbitration must provide the other party a Demand for Arbitration in accordance with the Rules and the parties will thereafter mutually agree upon the arbitrator. If the parties cannot agree upon the arbitrator within ten (10) days, an arbitrator will be appointed in accordance with the Rules.

- e) **Arbitrator.** Arbitration shall be before one (1) arbitrator who shall have exclusive authority to resolve any disputes arising under these Terms or with regard to the Site, including as to the enforceability and/or formation of this agreement to arbitrate made between you and Accord.
 - f) **Location.** You agree that arbitration shall take place exclusively in Illinois. However, where the disclosed claims or counterclaims do not exceed \$25,000, the dispute may be resolved by the submission of documents only/desk arbitration (see the Rules for more details). Either party may, however, ask for a hearing, or the arbitrator may decide a hearing is necessary.
 - g) **Time Limit.** Any claim by you arising in connection with these Terms, the Site or the Content must be commenced by you within one (1) year of the dispute giving rise to the claim.
 - h) **Confidentiality.** The parties will not make any comments or announcements to the public about the subject matter or outcome of any arbitration.
 - i) **Changes to this Agreement to Arbitrate.** If Accord modifies this arbitration provision, you may reject that change by sending Accord written notice within thirty (30) days of our posting of the change, in which case you must immediately stop using the Site.
 - j) **The Arbitrator's Decision.** The arbitrator's decisions and judgment will be final and binding on the parties but will have no precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms.
 - k) **Costs and Expenses.** Each party shall pay their own expenses and fees, including their own attorneys' fees, arising from arbitration, unless the arbitrator determines that your claims were improper or frivolous, in which case the arbitrator may require you to reimburse us for certain fees and expenses in accordance with the Rules.
 - l) **Exceptions.** Notwithstanding anything to the contrary in this Section, you and Accord each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights.
- 26. Governing Law.** Unless expressly prohibited by the law of your place of residence, these Terms, and your access to and use of the Site, are governed by the laws of Illinois, without regard to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Cook County, IL. The parties expressly agree to the exclusive jurisdiction of those courts.
- 27. Entire Agreement.** These Terms contain the entire agreement between you and Accord with respect to your access to and use of the Site and the Content.
- 28. Severability.** If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 29. Contact Us.** Please direct any questions and concerns regarding these Terms to us at:

Accord Carton

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