



Century Distribution Systems, Inc. Terms and Conditions

Your Personal Data Notice - VMS (Visibility Management System)®

The terms “we”, “us” and “our” are used to refer to Century Distribution Systems, Inc. (Century) and our affiliated companies.

At Century Distribution Systems, Inc., Century Distribution Systems (Europe) BV and our other subsidiary companies are committed to protecting and respecting your privacy. We take your privacy seriously and will only use your personal information to administer your account and to provide the products and services being requested from us.

What We Need.

We collect minimal personal data to insure we can interact with you and monitor your use of the VMS® system. Information we collect includes your business email address, name, telephone number, IP address and country.

Why We Need It.

We need to know your basic personal data to provide you with access to our in-house VMS® system. Collection of personal data is only to provide and oversee this service to you.

What We Do with Your Information.

Century stores your data in our VMS® servers located in the United States. We use third party services to collect information about the machine you are using to connect to VMS® but we do not share that information with any other third parties.

We have a Data Protection regime in place to oversee the effective and secure processing of your personal data. More information on this framework can be found on under our Privacy Policy on this Website.

How Long We Keep It.

Century does not delete user information as it is tied to other components and/or modules used within our VMS® system as required by our customers. We keep your basic personal data (userid, name, email and country) for a minimum of 2.5 years but the data can be accessed on a backend server for up to 6 years on a request basis. Thereafter, it will be purged or archived off onto a secure server.

What are your rights?

If at any point you believe the information we process on you is incorrect, you can request to see this information and have it corrected or deactivated by sending an email to piidatamanager@cds-net.com with your specific request.

How to report a complaint.

If you wish to raise a complaint on how we have handled your personal data, you can contact our Compliance department who will investigate the matter.

Email: piidatamanager@cds-net.com
Via Mail: Century Distribution Systems, Inc.
Attn: Compliance
4860 Cox Road, Suite 210
Glen Allen, VA 23060

If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (ICO) at <https://ico.org.uk/>

This Personal Data Notification is in accordance with the European Parliament, the Council of the European Union, and the European Commission regulation, General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); U.S. Department of Justice, Privacy Act of 1974, as amended 5 U.S.C. § 552a; and the California Consumer Privacy Act (CCPA) Cal Civ. Code § 1798.140.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

These terms and conditions govern your use of Century Distribution Systems, Inc.'s ("Century") websites. By using these websites, you agree and opt-in to these terms and conditions of use in full. If you do not agree to the terms as provided on the websites, you may not use these sites.

You must be at least thirteen (13) years of age to use our websites. By using our websites and by agreeing to these terms and conditions, you warrant and represent that you are at least thirteen (13) years of age.

Our websites use cookies. By using our websites and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms in our Privacy Policy.

PRIVACY STATEMENT

We are committed to protecting your privacy. Use of information collected from customers will be provided to authorized employees within the company on a need-to-know basis. We constantly review our systems and data to ensure the best possible service to our customers. There are laws created for specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

CONFIDENTIALITY

Client records are regarded as confidential; and therefore, will not be divulged to any third party, other than our affiliates or agents or other parties to perform the necessary request from the Client, or by the appropriate legal authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Clients with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party unaffiliated with us or use your email address for unsolicited mail. Any communication, whether electronic or hard copy, sent by Century will only be in connection with the provision of agreed services and products.

EDI and email messages are private and confidential. If you inadvertently receive another customer's information or receive a message in error, please notify Century and remove and delete the file or message and its contents permanently from your system. You are requested not to open, read, publish, adapt, forward, copy or distribute the information to anyone else.

RESTRICTION ON USE

Material from www.cds-net.com and our VMS (Visibility Management System)[®] web-based system and any other World Wide Web site owned, operated, licensed, or controlled by Century or any of its related affiliates or subsidiaries companies may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of Century. Modification or use of the materials for any other purpose violates Century's intellectual property rights. The material in this site is provided for lawful purposes only. You may view, download for caching purposes only, and print pages from the websites for your own customer use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- a) republish material from these websites (including republication on another website);
- b) sell, rent or sub-license material from the websites;
- c) show any material from the websites in public;
- d) reproduce, duplicate, copy or otherwise exploit material on our websites for commercial purposes;
- e) edit or otherwise modify any material on the websites; or
- f) redistribute material from this website (except for content specifically and expressly made available for redistribution (such as our newsletter)).

If you download software from our site, the software, included all files, images, contained in or generated by the software, and accompanying data (together, the "Software") are deemed to be licensed to you by Century. Neither title nor intellectual property rights are transferred to you, but remain with Century, which owns full and complete right, title and interest in and to the Software. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software to a humanly perceptible form.

INTELLECTUAL PROPERTY RIGHTS

Copyright and other relevant intellectual property rights subsist in and to all content relating to Century's services and in and to full content of these websites. Century's brand names and names of specific services offered on these websites are protected under trademark and related laws.

ACCEPTABLE USE

- You must not use our websites (a) in any way that causes, or may cause, damage to the websites or impairment of the availability or accessibility of the websites; (b) in any way which is unlawful, illegal, fraudulent or harmful; or (c) relating to any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use our websites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software, whether known or unknown.
- You must not conduct any systematic or automated data collection activities, including but not limited to scraping, data mining, data extraction and data harvesting, on or in relation to our websites without express written consent.
- You must not use our websites to transmit or send unsolicited commercial communications.
- You must not use our websites for any purposes related to internal or external marketing without our express written consent.

RESTRICTED ACCESS

Access to certain areas of our websites is restricted. We reserve the right to restrict access to other areas of our websites, or to our entire websites, at our discretion.

- If we provide you with or you generate a user ID and password to enable you to access restricted areas of our websites or other content or services, you must ensure that the password is kept confidential.
- You must notify us in writing immediately if you become aware of any unauthorized use of your account or password.
- You are responsible for any activity on our websites arising out of any failure to keep your password confidential and you may be held liable for any losses arising out of such a failure.
- You must not use any other person's user ID and password to access our websites.

We may disable your user ID and password at any time at our sole discretion with or without notice or explanation.

USER CONTENT

In these Terms and Conditions, "your content" means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our websites, for whatever purpose.

- You expressly grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish translate and distribute your content in any existing or future media. You also expressly grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights, at our discretion.
- You warrant and represent that your content will comply with these terms and conditions.
- You warrant and represent that your content is not illegal or unlawful, does not infringe any third party's legal rights and is not capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).
- You must not submit any content to the websites that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint or allegation, whether there was a final decision in such proceedings or as to such complaint or allegation.
- We reserve the right to edit or remove any material submitted to our websites, or stored on our servers, or hosted or published on our websites.

Notwithstanding our rights under these terms and conditions in relation to your content, we reserve the right to monitor and exclude your content from our websites.

DISCLAIMER

Exclusions and Limitations

The information on these websites is provided on an "as is" basis. To the fullest extent permitted by law, Century:

- excludes all representations and warranties relating to these websites and its contents, whether provided by Century or by any Century affiliates or any other third party, including in relation to any inaccuracies or omissions in these websites and/or our company literature; and
- excludes all liability for damages arising out of or in connection with your use of these websites. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Century of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. Your statutory rights as a consumer are not affected unless otherwise allowed by law.

INDEMNITY

You hereby indemnify Century and undertake to keep Century indemnified and hold us harmless against any losses, damages, costs, liabilities and expenses (including but not limited to legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any form, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the websites, prohibiting you from accessing the websites, blocking computers using your IP address from accessing the websites, contacting your internet service provider to request that they block your access to the websites and/or bringing court proceedings against you, upon prior written notice to you. If the breach is not cured within five (5) business days of your receipt of written notice, or if the breach is not curable, our action shall be final. Time is of the essence.

ASSIGNMENT

We may transfer, sub-contract or otherwise enforce our rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise transfer your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions shall remain in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision shall remain in effect.

EXCLUSION OF THIRD PARTY RIGHTS

These Terms and Conditions are for the benefit of you and Century and are not intended to benefit any third party or be enforceable by any third party. The exercise of Century's and your rights in relation to these Terms and Conditions is not subject to or contingent on the consent of any third party.

ENTIRE AGREEMENT

These Terms and Conditions together with our Privacy Policy constitute the entire agreement between you and Century in relation to your use of our websites and supersede all previous agreements in respect to your use of our websites.

LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflict of laws principles, and any disputes relating to these Terms and Conditions will be subject to the exclusive and express jurisdiction of the courts of competent jurisdiction of Virginia, regardless of subject matter or diversity.

Century reserves all rights to make changes to these Terms and Conditions. Revised terms and conditions will apply to the use of our websites from the date of publication of the revised Terms and Conditions on our websites. These Terms and Conditions were last modified on 12/03/2019.

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