



# End-User License Agreement for Voya Supplier Portal

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You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement. You agree that you may not copy the Application or any portion thereof.

## Other Limitations

You may not rent, lease or lend the Application.

You may not reverse engineer, decompile, or disassemble the Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

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If you submit any information using the Application, you agree not to (1) post or transmit anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) post or transmit anything that violates copyright or intellectual property rights of any person or entity, (3) post or transmit a virus or any other harmful component, or (4) contact other site users or any other method of communication.

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### Fees

The Application is provided without charge. Other fees are payable only as separately stipulated by Licensor and agreed to by you.

### Term

This Agreement is effective upon the earlier of your selecting 'I AGREE' below or your first use of the Application, and shall continue until terminated. You may terminate this Agreement at any time by notifying Licensor, discontinuing all use of the Application, and destroying all copies thereof and extracts therefrom in your possession. Licensor may terminate this Agreement upon fifteen (15) days' prior notice at any time, or immediately in the event of any breach by you of any term hereof. Upon such termination by Licensor, you agree to immediately discontinue all use of the Application and destroy all copies thereof and extracts therefrom in your possession.



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When you use the Application, Licensor may collect certain transactional information, including data entered into the Application. Licensor uses this information for its internal business purposes, including, but not limited to, the following: to support its procurement and vendor management functions, to provide support or other services; to select content, improve quality and facilitate use of the Application; and to comply with legal requirements.

Licensor reserves the right to monitor any and all use of this Application in its discretion. By accessing and using the Application you are consenting to such monitoring and information retrieval by Licensor. However, unless required by law, we do not have any obligation to you to conduct such monitoring or to take any action based on any monitoring we may conduct.

You are asked to report any error or malfunction in the Application to Licensor. Although Licensor assumes no legal obligation with respect to your use of the Application, it is Licensor's intent that errors and malfunctions will be addressed through reasonable corrective efforts based on priorities and available resources.

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Please remember that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. You should adopt such measures as you believe proper to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to you.



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This Agreement shall be construed and governed in accordance with the laws of the State of New York.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.