

## Privacy Policy

Avendra, LLC (“**Avendra**”) respects the privacy of all visitors and users of its websites and grants access to these websites, subject to acceptance of this Privacy Policy.

The following discloses Avendra’s information gathering and dissemination practices as of July 31, 2016.

Avendra reserves the right to change this Privacy Policy at any time. If we make a material change to our Privacy Policy, we may so indicate with a notice on the home page of each website. As these policy change notices will last only for a limited time, you should check this Privacy Policy regularly to see if there have been any changes.

This Privacy Policy supplements Avendra’s Terms of Use, which are incorporated by reference and made a part of this Privacy Policy. You should consult the Terms of Use for terms and policies other than privacy related matters. This Privacy Policy only relates to certain information obtained by or through Avendra’s websites; it does not relate to any other information that we may collect or obtain.

### General

Most of the information collected by Avendra on its websites is used to help it better conduct its business and serve its customers and suppliers. Except as otherwise stated in this Privacy Policy or in written contracts with your company or employer or principal, Avendra will not sell, rent, trade or otherwise disclose any personally identifiable information you provide to us on our websites to anyone outside of Avendra or its affiliates.

Generally, Avendra does not collect any personal information from visitors browsing its websites unless they are prompted to volunteer such personal information. Only aggregate data, such as the number of hits per page and/or page requests, is collected. Such aggregate data is only used for internal marketing purposes and does not provide any personally identifiable information. Avendra may collect and store personal information, but only if such is voluntarily and knowingly provided through website registrations, credit applications, vendor agreements, or conference/seminar registrations. Registering to use one of its websites requires you to provide personally identifiable information and to agree to this Privacy Policy. This personally identifiable information includes, without limitation, your name, your title, your email address, business address, and business telephone numbers. Your agreement with this Privacy Policy authorizes Avendra to collect and store the personally identifiable information that you have provided to us.

Notwithstanding the specifics set forth above,

- When you visit any of our websites, your browser automatically sends us an IP (Internet Protocol) address and certain other information, such as: the computer’s operating system, browser, and the specific web pages visited during your connection. We may use this IP address and the other information to give you access to the websites and otherwise to administer the websites.
- In certain parts of the websites, we may ask you to provide us with your name or other information so that we can provide you with information you request. You are under no obligation to provide us with this information, but without it, we may not be able to provide you the information you request.
- Our websites may also include certain features that allow you to communicate with us by electronic mail or otherwise. If you choose to use such features (such as a "Contact Us" feature), you may be required to supply information (including your e-mail address and other information we may deem necessary) in order for us to communicate and respond. We may not only respond to the e-mail messages you send us, but also use such information for any other business purpose, including sending you subsequent communications concerning this site, to provide a product or service, send a promotional email, send a survey, initiate a callback, or send other information.

- Like many companies, we use "cookie" technology on our websites. Cookies are files that contain information created by a web server that can be stored on a user's hard disk for use either during a particular session ("per-session" cookie) or for future use ("persistent" cookie). These cookies tell us whether you have visited our site before or are a new visitor, your navigation patterns, and what material on our site you have viewed. Cookies are not used to disseminate significant information about users over the Internet or to analyze any information that users have knowingly or unknowingly provided. The cookies we use do not collect any personally identifiable information about you or provide us with any way to contact you, and the cookies do not extract any information from your computer.
- Users may instruct their Internet browsers to opt out of accepting a "persistent" cookie and rather accept only a "per-session" cookie, but will need to login each time they visit the site to enjoy the full benefits. If the user declines the attachment of any cookie, the user will not have access to the full benefits of the website.
- If you provide us with information, including personally identifiable information about somebody else, including information relating to another individual or the business with which you are associated, we will assume that you have their permission to do so.
- In some circumstances, we may decide to sell, buy, merge or reorganize operations or businesses. During the course of these and similar transactions we may disclose personal information to, or receive such information from, prospective counterparties to such transactions. Our practice is to seek contractual restrictions on the uses of information acquired in these types of transactions; however, the restrictions vary in terms of scope and exceptions.

### **Arrangements with Third Party Service Providers**

We may make information covered by this Privacy Policy available to third parties in a variety of circumstances:

- You should be aware that we have engaged and will continue to engage third party service providers to collect certain usage information about our websites, such as the total number of visits to our websites, and the number and frequency of visitors to certain parts of a site, to analyze trends and enhance website performance. This allows us to improve services and our websites. This aggregate data will not contain any information that personally identifies you.
- We reserve the right to combine personally identifiable information collected with publicly available information or information obtained from third parties or affiliates.
- We may contract with other types of third parties to provide other services, but in that case information is disclosed only for purposes of providing those services. Our practice is to require such third party service providers to handle information in a manner consistent with our policies.
- We may supply information to governmental agencies, if we believe in good faith that we are required to do so by law, rule or order, or to establish or exercise our legal rights, including the defense of legal actions.
- We may share aggregated statistical information with third party service providers whom we have engaged to create, improve, or enhance our websites.
- We may share your name, mailing and e-mail address, telephone and fax number and other information with third party service providers to Avendra to enable them to facilitate enhanced use of our websites.

### **Employers and Principals**

- We may share your specific usage information with your employer or principal. This information may include, without limitation, not only personally identifiable information, but also your number of logins, which pages you viewed, how long you viewed a specific page, whether you opened an email, whether you participated in an educational session, and whether you responded to a survey.
- We may share information about your use of the website with the Avendra customer or supplier that is your employer or principal, or a related entity. Please refer to your employer's or principal's privacy

policy for use of the information we may provide to your employer or principal.

### **Marketing by Avendra**

- We may send announcements and updates relating to our products or services or those of third parties, and may make introductions of third party service or product suppliers, to our customers and users of our websites.
- We may contact you as part of our customer satisfaction surveys or for market research purposes.
- We may enhance or merge the information we collect through the websites with data from third parties and with data we collect in other ways for purposes of marketing products or services.
- We may communicate with you by various means (including e-mail, telephone, mail, fax) to provide requested services, content, product information, notification of special offers, or in regard to customer service issues. Users of our websites may opt-out of emails on their profile page.

### **Human Resources**

Some of the pages associated with our sites may relate to employment opportunities or human resources. They usually will be captioned "Careers" or "Career Opportunities" or will have similar labels or captions clearly indicating the employment opportunity subject matter (the "Careers Pages"), and such pages may be co-branded with third party service providers.

Resumes, provided to us in connection with employment opportunities, should include information relevant to your employment history and education (degrees obtained, places worked, positions held, relevant awards, and so forth). We recommend that you do not disclose sensitive personal characteristics (e.g. gender, height, weight, religion, philosophical or political beliefs, financial data, marital status) in your initial resume or letters. Please note that your information will be processed and/or stored in U.S. databases. By submitting your resume, you are consenting to the processing and storage of your information in the U.S.

### **Other Websites**

Our websites may be linked to the websites of others, as well as co-branded on other websites of our business partners, which may have privacy practices that differ from those at our websites. A co-branded site typically is operated by a third party and displays the third party's name or logo along with our name or logo. When you click on links that take you to such external or co-branded websites, you will be subject to their privacy policies. Please note that the privacy policies relating to our websites apply solely to information collected by or on behalf of us on those websites; we are not responsible for the privacy practices of third parties, including our business partners, or the uses that they may make of such information.

### **Your Consent**

By accessing or using any of our websites, you consent and agree to (a) the terms and conditions set forth in this Privacy Policy and the Terms of Use, which are an integral part hereof, and (b) the collection and use of information as described herein and therein.

### **Opting Out**

If you decide to withdraw your acceptance of this Privacy Policy, please contact Avendra Customer Service at [customerservice@avendra.com](mailto:customerservice@avendra.com).

## Terms of Use

Welcome to the online websites of Avendra, LLC ("**Avendra**"). Avendra's online websites provide services to you subject to the following conditions. If you visit Avendra's online websites, you accept these conditions. Please read them carefully. In addition, when you use any current or future Avendra online websites or visit any business affiliated with Avendra's online websites, whether or not included in Avendra's online websites, you also will be subject to the guidelines and conditions applicable to such service or business. In the event we make a material change to our terms of use policy we may so indicate on the main page of our site for a limited time after the change is effective.

### Websites

Avendra's online websites include but may not be limited to the following:

- [www.Avendra.com](http://www.Avendra.com)
- [www.myAvendra.com](http://www.myAvendra.com)
- [www.BuyEfficient.com](http://www.BuyEfficient.com)
- [www.iBuyEfficient.com](http://www.iBuyEfficient.com)

### Copyright

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## **Product Descriptions**

Avendra and its affiliates attempt to provide accurate information on Avendra's online websites. However, Avendra does not warrant that product descriptions or other content on its websites is accurate, complete, reliable, current, or error-free.

## **Information Accuracy**

Avendra's online websites contain information, data, documents, pages and images prepared by Avendra as well as by third parties such as Avendra's suppliers. Although care has been taken to provide accurate, useful information, Avendra does not warrant or represent that the data is free from errors or omissions, or that it is current, reliable, or exhaustive. Avendra does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the data.

Avendra's online websites provide links to other websites owned by third parties. The content of such third party sites is not within Avendra's control, and we cannot and will not take responsibility for the information nor content thereon. Therefore, it is the responsibility of the user to make his/her own decisions about the accuracy, reliability, and correctness of the information found on such sites.

Finally, the contents, views, opinions, and positions expressed by third party content on our websites do not necessarily reflect the opinions or positions of Avendra.

## **Access to Sites**

Avendra may alter, suspend or discontinue its websites or your access to use these sites at any time for any reason without notice or liability to you or any third party.

## **Hyperlinking**

Avendra makes no representations whatsoever about any other website which you may access through its sites. When you access a non-Avendra website, please understand that it is independent of Avendra, and that Avendra has no control over the content on that website, even if Avendra provides information or services to the owner of that website. In addition, a link to a non-Avendra website does not mean that Avendra endorses or accepts any responsibility for the content or the use of such website. In fact, Avendra disclaims any and all liability and responsibility for such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

## **Disclaimer of Warranties and Limitation of Liability**

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### **Applicable Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. In the event that these Terms of Use are breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Maryland.

**YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THESE TERMS OF USE.**