

# Textile Exchange

## Corporate Fiber and Materials Benchmark – Terms of Use

---

Version: 1.0	Last updated on: 31.05.2019
	Document Number:

This Terms of Use (“Terms”) is a binding agreement between you (“your” or “you”) and **Textile Exchange**, which has its registered office at **511 S 1st St, Lamesa, TX 79331-6245, the USA** (“we” or “us”), relating to your access to and use of the **Corporate Fiber and Material Benchmark** program (the “**CFMB**”) and its related tools and documentation (“**Resources**”) either contained therein or provided separately.

By accessing and/or using the tool, or clicking on the “accept,” “agree” or similar button:

- You represent and warrant that you have the legal capacity to enter into these Terms;
- You have read, understood and agree to be bound by these Terms, and,
- You have the authority to enter into these Terms personally or on behalf of the organization you represent.

## 1. Background

Textile Exchange’s CFMB provides a robust structure to help companies systematically measure, manage and integrate a preferred fiber and materials strategy into mainstream business operations, to compare progress, and to transparently communicate performance and progress to stakeholders. Participants receive a comprehensive report card comparing progress year-on-year and alongside their peers. Customized report cards are confidential to the participant, and an annual insights report, including benchmark leaderboards, are shared in the public domain.

The CFMB includes an annual online survey and a suite of Tools and Documentations which are made available on <https://CFMB.TextileExchange.org> (“Site”).

All registered users of the Site who have permission to access and use the CFMB, including the tools and guidance covered under these Terms, are referred to as “CFMB Users.”

## 2. Access

To be eligible to access and use the CFMB, the following requirements must first be met:

- The company is a legally registered company.
- Registration on the CFMB is done using a corporate email account. Registration using personal webmail accounts such as Gmail, Yahoo, Hotmail is not permissible.
- The company is a brand or a retailer in the textile sector.

### 3. Fees

There are currently no fees charged for the use of CFMB. However, Textile Exchange reserves the right to charge license or other fees for the use of the CFMB.

In the event of any fees charged, CFMB Users will be notified before the start of the CFMB annual program cycle.

### 4. Changes

Textile Exchange reserve the right, from time to time, in its sole discretion, to modify these Terms. When changes are made, a new copy of the Terms will be available in the CFMB. If you do not object to the changes, your consent to such modification is deemed given. If you object to the modifications becoming effective, we may terminate these Terms with immediate effect.

It is a CFMB user's responsibility to ensure that you keep up-to-date with any changes whether or not prior notice is provided.

Textile Exchange may modify all or part of the CFMB at any time.

At any time and without liability or prior notice, Textile Exchange may suspend or discontinue all or part of the CFMB. We reserve the right to introduce new features or functionality for which the payment of fees may be required.

### 5. Grant of License

Subject to the restriction on use set forth below, Textile Exchange grants you a limited, non-exclusive, non-assignable, non-transferable license ("License") to access and use the CFMB and its Resources; and provide access and use of the CFMB and its Resources to additional representatives within your organization.

You may view and use any portion of the CFMB to which we provide you access under these Terms, solely in accordance with the functionality that we make available to you. You use the CFMB at your own risk, and we make no representations or warranties that the CFMB will be suitable for your intended use or any particular purpose.

Any violation of these Terms shall immediately and automatically terminate the License granted herein.

Upon termination of this License, you agree to immediately cease using the CFMB and destroy all copies of its associated contents.

Except for the License, you acknowledge that you have no right, title or interest in or to the CFMB.

### 6. Provision of Data

The data that you provide to the CFMB is governed by these Terms and Textile Exchange's CFMB Data Policy.

If you post or otherwise incorporate information regarding any third party ("Third Party Content") in the content you upload or otherwise make available to or via the Site or CDS, you will obtain their consent before doing so. You are responsible for your posting of Third Party Content. You agree that you will not post any third party's sensitive financial information, intellectual property, information that the third party treats as confidential or proprietary information, and/or any other information that the third party may consider to be a trade secret.

## 7. Rules of Conduct

We encourage your use of the CFMB for its intended purpose, but rules of conduct and restrictions are imposed on your permissible use:

- You may not receive access for use of the CFMB from another party.
- You may not access, retrieve or index any portion of the CFMB for purpose of constructing or populating a database or other reference.
- You may not provide access and use of the CFMB to anyone outside of your organization and instead shall direct any interested users to Textile Exchange or the Site for registration.
- You may not share any information (including the structure and framework) contained within the CFMB outside the scope of these Terms unless given specific written consent from Textile Exchange.
- You may not use the CFMB for training outside your organization unless given specific written consent from Textile Exchange.
- You shall not use the CFMB for any purpose that is fraudulent or otherwise tortious or unlawful.
- You agree to retain all copyright, trademark and other proprietary notices contained in the CFMB and to attribute ownership to Textile Exchange.
- You are prohibited from using the trademarks and other graphics, logos, trade names, service marks, copyrights and other intellectual property of others without the consent of the owner.
- You may not frame, mirror, sell, modify, reproduce, display, distribute, or otherwise use the CFMB, in part or whole, without expressed permission from Textile Exchange.
- If you are a verifier, consultant, vendor or service provider to an authorized CFMB User and have accessed the CFMB for the purpose of providing services to that specific authorized CFMB User, you may not use the CFMB for any purposes other than in connection with providing services to that specific authorized user of the CFMB and, in all cases, in accordance with these Terms.
- You may not introduce viruses, trojan horses, worms or other malicious material or code to the CFMB.
- You may not use any robots, spiders or other automatic devices, processes or means to access, retrieve, scrape or compile any portion of the CFMB.
- You may not use the CDS for the purpose of creating SPAM or bulk email messages.
- You may not use any device, software or routine that interferes with the proper working of the CFMB.
- You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the CFMB or features that enforce limitations on the use of the CFMB.
- You may not solicit login and password information or access an account belonging to someone else.
- You shall respect and shall not violate the privacy of others. You will not record, process, or mine information about other users; or post any other person's identifying documents or information or any sensitive financial or personal information.

- You will not alter, modify, create derivative works of, decompile or otherwise attempt to extract source code from the CFMB unless given expressed written permission.

At all times when accessing and using the CFMB, you will act in compliance with all applicable international, federal, state, and local laws, regulations and ordinances and you may not use the CFMB for any illegal purpose.

## 8. Proprietary Rights

Textile Exchange shall have and retain all right, title and interest in and to the CFMB, including without limitation all rights in the patents, copyrights, trade secrets and other intellectual property and proprietary rights in the CFMB and its Resources. Except for the License provided hereunder, you do not acquire any right, title or interest in or to the CFMB and its Resources.

Certain CFMB functionality may make available access to tools and documentations made available and owned by third parties (“Third Party Resources”), or allow for the routing or transmission of Third Party Resources, including via links. You have the right to use and download Third Party Resources for your own personal use, or internal business purposes, but you may not use the trade names, trademarks, service marks, logos or copyrightable works of any third parties (“Third Party Marks”) to which you may have access as a result of your use of Third Party Resources without the express prior written consent of the owner of the relevant Third Party Mark.

## 9. Accuracy of Data

The CFMB enables CFMB Users to estimate its sustainability performance of fiber and materials (“Outputs”) based on the information provided (“Inputs”). As such, you acknowledge and agree that the Outputs are wholly dependent upon the accuracy, timeliness and completeness of the Inputs provided by you.

Textile Exchange makes no warranty, representation, endorsement or guarantee regarding, and accepts no responsibility for the accuracy, completeness, timeliness or reliability of any Outputs. TEXTILE EXCHANGE DISCLAIMS ANY AND ALL WARRANTIES OF ACCURACY RELATING TO ANY OUTPUTS. You are solely responsible for the consequences of any acts or omissions taken by you based on any Outputs. Such Outputs are estimates and are intended for informational purposes ONLY.

## 10. Monitoring

Subject to applicable data protection law, we may (but have no obligation to) monitor, moderate and/or analyze your use of the CFMB. We may disclose information regarding your access to and use of the CFMB, and the circumstances surrounding such access and use, to third parties as permitted by applicable data protection law.

## 11. Disclaimer of Warranties

Your use of the CFMB and its Resources is at your own risk. Neither Textile Exchange and their respective owners, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers, and their respective successors, whether express, implied, or statutory, about the quality, accuracy, reliability, availability, comprehensiveness, adequacy, completeness, security or timeliness of the CFMB or any content, or that the CFMB or any content or

any services or information obtained through the CFMB will be error-free or uninterrupted, that defects will be corrected, that the CFMB is free of viruses or other harmful components or that the distributed tools or any services or information obtained through the CFMB will otherwise meet your needs or expectations.

Textile exchange has no liability for any errors, mistakes, inaccuracies or omissions in the CFMB or any content therein, whether provided by the Textile Exchange, its vendors or licensors or any other person or entity. The distributed tools are provided on an “as is” and “as available” basis without any warranties of any kind.

TO THE EXTENT PERMITTED BY LAW, TEXTILE EXCHANGE, FOR ITSELF AND ITS AFFILIATES, VENDORS AND LICENSORS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## 12. Limitation of Liability

To the extent permitted by the applicable law, Textile Exchange maximum liability to you arising out of or in connection with (a) these Terms; (b) the use, disclosure, display, or maintenance of information provided on the CFMB including any personal information; (c) the use or misuse of the CFMB by any person or entity; (d) any of the CFMB content; or (e) otherwise; whether in warranty, contract, tort, or otherwise (including any liability for any negligent act or omission) for damages, howsoever arising, shall be limited per company, per standard in aggregate (whether the liability arises out of only one or more than one separate incident) to an amount not exceeding one hundred American dollars (US \$100).

As used in this section, “damages” means incidental, consequential, indirect, punitive, reliance, exemplary and/or special damages, including loss of profit, loss of business, loss of opportunity or loss of goodwill arising out of or in connection with your use of the CFMB. Your right to access and use the CFMB is conditioned upon your acceptance of these terms, including but not limited to its disclaimers of warranties and limitations of liability.

## 13. Indemnity

Subject and without prejudice to Section X (“Limitation of liability”) you agree to defend, indemnify and hold harmless Textile Exchange and GOTS, its subsidiaries, affiliates or permitted assignees, and its members, managers, shareholders, directors, officers or employees, agents and representatives (collectively, the “Indemnified Parties”), from any and all claims, liability, damages, losses, suits, expenses, and/or costs (including reasonable attorneys’ fees) (collectively, “Claims”) suffered by you arising from or relating to (a) your access or use of the CFMB, (b) your violation of these Terms, (c) your violation of any applicable law or regulation, including violation of international, federal and state antitrust statutes, rules or regulations, (d) your anti-competitive practices, or (e) your content.

## 14. Termination

These Terms are effective until they are terminated and remain in full effect while you use the CFMB, unless terminated earlier in accordance with the provisions herein. Either party may terminate these Terms in the event the other party materially breaches any provision of these Terms.

You agree that all terminations for cause by Textile Exchange, shall be made in our sole discretion, and that we shall not be liable to you or any third party for any termination of your access and use of the CFMB.

Upon termination of the License and/or these Terms, your right to use the CFMB will automatically terminate immediately.

## 15. Governing Law

These Terms shall in all respects be exclusively governed by, construed and interpreted in accordance with the laws of the United States and the State of Texas, without regard to their rules regarding conflicts of law.

You acknowledge that Textile Exchange has the right to determine and the place and method of resolution should any dispute, controversy, or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof arise.

## 16. Feedback

We encourage you to provide and share with us your complaints, questions, comments, suggestions, and feedback regarding the CFMB (collectively, "Feedback"). Feedback can be sent to [CFMB@TextileExchange.org](mailto:CFMB@TextileExchange.org).

You agree that Textile Exchange have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback, and you hereby grant to Textile Exchange the irrevocable right and license to use all Feedback in connection with the operation and maintenance of the CFMB.

End of Document