



Supplier Portal Terms of Use

 and  Kulicke & Soffa are our trademarks and service marks. Please read these Kulicke & Soffa Supplier Portal Terms of Use carefully before browsing and using (including downloading any information from) the Supplier Portal. Use of the Supplier Portal indicates that you accept these Terms of Use. If you do not agree to these Terms of Use, please do not use the Supplier Portal.

Kulicke and Soffa Industries, Inc. and its subsidiaries and affiliates are individually and collectively known as Kulicke & Soffa.

1. Acceptance and Modification

These Terms of Use describe what you (the “Supplier”) need to know as a user of the Kulicke & Soffa Supplier Portal. Your use of the Supplier Portal is governed by these Terms of Use. You agree to be bound by these Terms of Use and to comply with your responsibilities set out herein.

Kulicke & Soffa reserves the right to modify or update these Terms of Use at any time without notice to you.

The Employee of the Supplier who has been provided access by the Supplier (“User”) represents and warrants that it has been authorized by the Supplier to access the Supplier Portal on behalf of the Supplier.

2. Purpose

Use of the Supplier Portal shall be exclusively for the purposes of conducting a business relationship between Kulicke & Soffa and the Supplier.

3. Access Rights

Kulicke & Soffa may, at any time, specify or alter the duration and extent of specific access rights as well as the general scope of services offered as part of the Supplier Portal.

Kulicke & Soffa reserves the right to remove your access rights at any time at its discretion.

Kulicke & Soffa reserves the right to remove your Supplier Portal registration and account at any time without notice and without providing reasons, and additionally reserves the right to block your access to the Supplier Portal.

4. Abuse, Misuse

Kulicke & Soffa reserves the right to take legal action for abuse or misuse of the Supplier Portal.

Unauthorized use of this site may give rise to a claim for damages and/or be a criminal offence.

5. Warranties and Liabilities

INFORMATION MADE AVAILABLE BY KULICKE & SOFFA VIA THE SUPPLIER PORTAL IS CAREFULLY COMPILED. BEYOND THIS, KULICKE & SOFFA MAKES NO WARRANTY AS TO THE AVAILABILITY OR THE FUNCTIONING OF THE SUPPLIER PORTAL, AND IS NOT LIABLE FOR ANY DELAYS, INTERRUPTIONS, ERRORS OR FAILURES IN THE PROVISION OF THE SUPPLIER PORTAL SERVICES.

KULICKE & SOFFA IS NOT RESPONSIBLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE SUPPLIER PORTAL AND/OR ANY

CONTENT HEREIN, OR FOR THE INCOMPATIBILITY BETWEEN THE SUPPLIER PORTAL AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM.

TO THE FULLEST EXTENT PERMITTED BY LAW AND SAVE WHERE KULICKE & SOFFA IS FRAUDULENT, IN NO EVENT SHALL KULICKE & SOFFA HAVE ANY OBLIGATION OR LIABILITY, CONTINGENT OR OTHERWISE, TOWARDS USER, SUPPLIER OR THIRD PARTY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, USE OR GOODWILL, LOST DATA, LOST OPPORTUNITY OR BUSINESS INTERRUPTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, HOWSOEVER CAUSED WHETHER BY KULICKE & SOFFA, THE SOURCES OF DATA, OR ANY OF THEIR RESPECTIVE EMPLOYEES, SUBCONTRACTORS, AGENTS, VENDORS OR OTHERWISE, AND ARISING IN CONNECTION WITH THE DATA, MATERIALS ON THE WEBSITE, USE OR INABILITY TO USE THE SUPPLIER PORTAL, RESULTS OF USE OF THE SUPPLIER PORTAL OR ANY WEBSITES (AND INFORMATION CONTAINED THEREIN) LINKED TO THE SUPPLIER PORTAL, OR OTHERWISE UNDER THESE TERMS OF USE, EVEN IF KULICKE & SOFFA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

6. **Security**

Kulicke & Soffa cannot guarantee the privacy or confidentiality of communications transmitted via the Internet from interception or interference by third parties.

You are responsible for maintaining the confidentiality of your account and password and for any and all activities under your account. Kulicke & Soffa will not be liable for any losses you incur as a result of someone else using your account or password, either with or without your knowledge. Further, you could be liable for losses incurred by Kulicke & Soffa as a result of someone else using your account or password.

Circumvention of security measures or the execution of applications which may result in damage to Kulicke & Soffa is strictly prohibited. Furthermore, the User is obliged to refrain from any activities which could lead to the destruction or manipulation of Kulicke & Soffa data assets or IT systems.

7. **Copyright**

The content of the Supplier Portal is protected by copyright and may not be copied, distributed, modified or made available to third parties without consent. Texts, images, graphics, drawings, sound, animations and videos, as well as their arrangement on the Supplier Portal, are protected by copyright and other intellectual property laws. Supplier must have regard to all copyright, name and trademark rights, as well as other proprietary rights, of Kulicke & Soffa and/or of third parties.

8. **Your Use of the Supplier Portal**

You shall provide accurate and complete details, and shall not provide any false, inaccurate, misleading, deceptive or obsolete information. All information is to be kept accurate and up to date.

Users must not allow any unauthorized person to use your Supplier Portal account. Immediately inform Kulicke & Soffa if you reasonably believe that the security of your Supplier Portal account may have been compromised. Sharing of your User account with, or disclosure of User name or confidential password to, unauthorized person(s) is forbidden.

Information must not be distributed to third parties or commercially used in any other manner, other than for the purpose of fulfilling your responsibilities under the business transactions between Kulicke & Soffa and your organization.

All access data must be secured against the knowledge, access and use by third parties, including those who have not been designated as Users or are otherwise unauthorized by User. All actions and uses of the access data of a User will be considered to be those of the Supplier.

Supplier must refrain from abusing the Supplier Portal. Supplier must not attempt to access the data on the Supplier Portal pertaining to other suppliers.

Supplier must not manipulate the services of the Supplier Portal. In particular Supplier must not transact any inputs or transmit any data which contains or may contain viruses, Trojan horses or similar executable program codes.

If the employment of a User with the Supplier ends, Supplier must inform Kulicke & Soffa to remove access to the account.

9. Confidentiality

Supplier undertakes to treat all business, commercial or technical data that become known to it while using the Supplier Portal as secret and confidential information and shall not disclose them to third parties. The obligation to maintain confidentiality shall remain in force after the completion of the business relationship and shall only expire when the information obtained has become publically known.

Supplier shall oblige the User (and any authorized employee, if any) to maintain confidentiality to the extent of this section number 9. In the event Supplier reasonably believes that confidential information has come into the possession of an unauthorized party, it shall immediately inform Kulicke & Soffa.

Registration on the Supplier Portal shall not confer authorization to use Kulicke & Soffa for promotional purposes in Supplier's reference lists etc.

10. Applicable law

The use of the Kulicke & Soffa Supplier Portal and these Terms of Use are governed by the laws of Singapore. Should individual portions of these Terms of Use be invalid, the validity of the remaining portions shall not be affected.