

# VelocityEHS Terms of Use

Last Revised: September 1, 2024

These Terms of Use ("Terms") are an agreement between you and VelocityEHS Holdings, Inc. ("VelocityEHS", "we", "us" or "our") that governs your access to and use of <u>https://www.ehs.com/</u>, any websites or services under the control of VelocityEHS that link to these Terms, including all media, document, updates, and support services associated with our website and the services (all collectively, the "Website"). References to "you" and "your" mean any person or legal entity that accesses or uses, or on whose behalf you are accessing or using, the Website.

# 1. ACCEPTANCE OF TERMS OF USE

PLEASE CAREFULLY READ AND PRINT THE FOLLOWING TERMS BEFORE USE OF THE WEBSITE. BY ACCESSING AND USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER, AND ANY ADDITIONAL TERMS AND CONDITIONS THAT MAY BE PROVIDED OR PRESENTED TO YOU WHEN YOU USE THE WEBSITE, WHICH ARE INCORPORATED INTO THESE TERMS BY THIS REFERENCE, AND FORM AN AGREEMENT THAT IS EFFECTIVE AS IF YOU HAD SIGNED IT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE WEBSITE OR ANY OF ITS CONTENT.

If you have entered into a Master Subscription Services Agreement, or other agreement with VelocityEHS that governs your access to and use of the Website or other products and services provided by VelocityEHS (the "Master Agreement"), the terms of the Master Agreement apply to your use of the Website, not these Terms.

For information on how VelocityEHS processes personal information, please review our Privacy Policy.

VelocityEHS may revise or update the Terms from time to time. You should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website after that date. Each time you access, use or browse a Website, you signify your acceptance of the then-current Terms. You consent to receive communications from VelocityEHS in electronic form. You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

# 2. PERMITTED USERS OF THE WEBSITE

In consideration of your use of the Website, you represent that you are of an age to form a legally binding contract, and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Website is directed to people 18 years of age or older. VelocityEHS and the Website do not knowingly collect information from children under age 18. If you are under age 13, you are not



permitted to use the Website or to submit any personally identifiable information to the Website. If you provide information to VelocityEHS through the Website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf; you may post messages, but you may not submit any personal information. If you are a parent or guardian and believe VelocityEHS may have inadvertently collected personal information from your child, please notify VelocityEHS immediately by sending an email to privacy@ehs.com.

### 3. ACCEPTABLE USE

The content available through the Website ("**Content**") is the sole and exclusive property of VelocityEHS, its affiliates and/or its licensors. You agree not to reproduce, duplicate, modify, copy, sell, resell or exploit for any commercial purpose, any portion of the Website or Content other than as expressly authorized by VelocityEHS in writing. Use of the Website or Content in any way not expressly permitted by these Terms is prohibited and may be actionable under United States or international law. You agree not to access the Website by any means other than through a standard web browser in any media.

The Website and Content are provided solely for your own information and personal use. You may not publish, modify, distribute, perform, sell, resell, exploit, or create derivative works from any part of the Website or Content unless expressly authorized by VelocityEHS in writing. You agree that you will not remove, obscure or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or any marks or logos contained on the Website or in the Content.

Special terms may apply to some products or services offered on the Website, or to any features, promotions or activities that may be offered on the Website (the "Activities"). Such special terms (which may include official rules and expiration dates) may be posted in connection with the applicable product, service or Activity. By using or subscribing to a product, service, or Activity you will become subject to those terms or rules. We urge you to read the applicable terms or rules, which are linked from the particular product, service, or Activity. Any such special terms or rules are in addition to these Terms, and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

#### 4. LINKED WEBSITES

The Website may contain advertisements, postings and links to Websites operated by other parties. The Website provides these advertisements, postings and links as a convenience, and your use of other Websites, products or services is at your own risk. The advertisements, postings and linked Websites are not under the control of VelocityEHS which is not responsible for their content. Such advertisements, postings or links or references to third-party goods or services do not imply endorsement of information, material, products or services of any third party or on any other site. VelocityEHS disclaims all liability with regard to your access to and use of such information, material, Products or Services or transactions with such linked websites or third parties. You acknowledge and agree that VelocityEHS shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on



or through any other site or resource. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE WEBSITE AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. VELOCITYEHS ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

#### 5. OWNERSHIP OF INTELLECTUAL PROPERTY

You acknowledge and agree that, as between VelocityEHS and you, all right, title and interest in and to the Website and Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know how, or any other intellectual property rights, are owned exclusively by VelocityEHS, its affiliates, or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. You agree that you will not modify, decompile, disassemble, reverse engineer or create derivative works of the Website or any portion thereof.

**Copyright:** All Content, such as text, graphics, videos, logos, icons, images, media, data, audio, animation, software and other information and materials, is the copyright and property of VelocityEHS, its affiliates or licensors and content suppliers and protected by U.S. and international copyright laws. Permission is granted to electronically copy and print hard copy portions of the Website solely for your own information and personal use. Any other use, including without limitation the reproduction, modification, distribution, transmission, publication, display, performance or commercial exploitation of Content, is strictly prohibited.

**Trademarks:** The trademarks, service marks, logos, slogans, trade names and trade dress used on the Website are proprietary to VelocityEHS or its affiliates or licensors. Without limiting the foregoing, VelocityEHS<sup>®</sup> is a trademark of VelocityEHS Holdings, Inc. Unauthorized use of any trademark of VelocityEHS, its affiliates, or licensors may be a violation of applicable trademark laws. Any third-party names or trademarks referenced on the Website do not constitute or imply affiliation, endorsement or recommendation by VelocityEHS of the third parties, or by the third parties of VelocityEHS.

#### **Copyright Agent**

VelocityEHS has registered a designated agent with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)). If you believe that your copyrighted material is being used on this Website without required permission, please notify the designated VelocityEHS agent at:

VelocityEHS Holdings Inc. Attn: Copyright Agent 222 Merchandise Mart Plaza, Suite 1750 Chicago, IL 60654 Telephone: (312) 881-2000 Facsimile: (312) 881-2001 E-mail: <u>privacy@ehs.com</u>



### 6. USER GENERATED CONTENT

**Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and VelocityEHS reserves the right to determine what types of conduct it considers to be inappropriate use of the Website. In the case of inappropriate use, VelocityEHS may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that you will not:

- 1. Use the Website or Content for any purpose or to take any actions in violation of local, state, national or international laws, regulations, codes or rules.
- 2. Violate any code of conduct or other guidelines which may apply to any particular Communication Service.
- 3. Take any action that places an unreasonable or disproportionately large load on the Website's infrastructure or otherwise that may adversely affect performance of the Website or restrict any other user or VelocityEHS from using or enjoying the Communication Services or the Website.
- 4. Use the Website for unauthorized framing or linking, or via automated devices, bots, agents, crawl, scraping, scripts, intelligent search or any similar means of access to Content.
- 5. Perform unauthorized scans of our network, including: scans of our infrastructure or servers; scans of our cloud providers or cloud services; scans of our systems at any layer of the OSI including packet level and application layer scans; sending malformed or malicious packets to our network, servers, infrastructure or applications; and sending application requests that are malformed or malicious to our network, servers, infrastructure or applications.
- 6. Aggregate, copy, duplicate, publish or make available any Content to third parties outside the Website in any manner.
- 7. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others, or impersonating anyone else or misrepresenting your identity of affiliation.
- 8. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, pornographic, offensive, harassing, infringing, obscene, indecent or unlawful topic, name, material, content or information.
- Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights, titles, or interests thereto or have received all necessary consents or rights.
- 10. Upload or transmit files that contain viruses, malware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- 11. Use the Website to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
- 12. Harvest or otherwise collect information about others, including without limitation email addresses or other contact information, without their consent, or hack or violate any security measures.
- 13. Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.
- 14. Engage in any other action that, in the judgment of VelocityEHS, exposes it or any third party to potential liability or detriment of any type.



**Submissions:** You are solely responsible for the User Materials that you post, share, email, transmit or otherwise make available via a Website ("**Submission**"). All Submissions are subject to these Terms. VelocityEHS is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, accurate and not misleading; that you own all right, title and interest, including copyright, to your Submission, and that your Submission is your own original work; that your Submission does not include the trade secret or confidential information of others, and does not infringe any other person's or entity's rights; and that you and any other person or entity (or its owner) mentioned or shown in your Submission hereby release and hold harmless VelocityEHS and its designees from and against any and all claims concerning VelocityEHS's or its designees' use, modification or distribution of the Submission or any part thereof. You must hold all necessary releases, licenses and consents concerning the contents of your Submission and rights to post, distribute, or transmit your Submission.

You agree that you will evaluate and bear all risks associated with your Submission and any disclosure in your Submission. Submissions will be available to Website users and to users of other websites and services.

By making a Submission, you grant VelocityEHS and its affiliates, licensees, assignees and designees an irrevocable, assignable, transferable, fully sub-licensable (through multiple levels of sublicensees), perpetual, world-wide, royalty-free, fully paid-up, non-exclusive license, in their sole discretion, to use, distribute, reproduce, modify, combine, adapt, publish, translate, rent, lease, sell, publicly perform, publicly display and create derivative works of your Submission (in whole or in part), along with your name or any part thereof, your city/town/village of residency, and other information from your user profile, in VelocityEHS's sole discretion, on the Website or elsewhere, and to use or incorporate all or any part of your Submission into other advertising, promotion, marketing, review, recommendation, research, analysis or other materials in any format or medium now known or later developed. You hereby waive any right to inspect such use and waive, release, and hold VelocityEHS and its affiliates, licensees, assignees and designees harmless against any and all claims based on privacy, publicity, defamation, misappropriation, intellectual property or similar claims for any use of your Submission.

# 7. YOUR INDEMNITY OF VELOCITYEHS

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD VELOCITYEHS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY CONTENT, PRODUCTS, SERVICES OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE WEBSITE, OR YOUR SUBMISSION(S) OR ANY OTHER MATERIALS YOU SUBMIT TO US OR TRANSMIT TO THE WEBSITE; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE



RIGHTS OF VELOCITYEHS OR ANY THIRD PARTY; AND (C) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR ANY OTHER PERSON ACCESSING THE WEBSITE ON YOUR BEHALF.

### 8. GENERAL DISCLAIMER

THE WEBSITE AND CONTENT AND ALL INFORMATION, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION TEXT, VIDEO, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VELOCITYEHS AND ITS AFFILIATES, LICENSORS, VENDORS, SUPPLIERS AND RELATED PARTIES (EXCEPT FOR YOU WITH REGARD TO YOUR SUBMISSIONS) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, ACTIVITIES AND MATERIALS, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SUITABILITY, FREEDOM FROM COMPUTER VIRUS, ACCURACY, RELIABILITY, SAFETY, NON-INTERRUPTION, PERFORMANCE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR COMPLIANCE WITH APPLICABLE LAW. YOUR USE OF THE WEBSITE AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Website is free of viruses or other harmful code.

# 9. LEVEL OF CONCERN AND PFAS DISCLAIMER

VELOCITYEHS PROVIDES LEVEL OF CONCERN (LOC) AND PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) INDICATORS, FOR INFORMATIONAL PURPOSES ONLY. THE LOC AND PFAS INDICATOR SHOULD NOT BE CONSTRUED OR USED AS A REPLACEMENT FOR CONDUCTING YOUR OWN CONFIRMATION TESTING AND ANALYSES OF THE PRODUCTS OR INGREDIENTS IN QUESTION TO VALIDATE THE STATEMENTS HEREIN. USING AND ACCESSING THE GREEN CHEMISTRY SERVICE IS NOT MEANT TO REPLACE THE SERVICES, ADVICE, ANALYSIS, OR JUDGMENT OF A COMPETENT PROFESSIONAL FORMALLY TRAINED IN CHEMISTRY, TOXICOLOGY, OR A SIMILAR RELEVANT FIELD. YOU SHOULD NOT RELY ON THE LOC AND PFAS INDICATOR DESCRIBED IN THE GREEN CHEMISTRY SERVICE AND ALWAYS CARRY OUT CONFIRMATION TESTING AND ANALYSES WHILE CONSULTING A COMPETENT PROFESSIONAL IN ALL MATTERS CONCERNING THE CHEMICAL INGREDIENTS YOU USE. YOU AGREE THAT YOU SHALL NOT MAKE ANY DECISION REGARDING THE USE OF CHEMICALS BASED IN WHOLE OR IN PART ON THE LOC AND PFAS INDICATOR PROVIDED THROUGH THE GREEN CHEMISTRY SERVICE.

# **10. MODIFICATIONS TO THE WEBSITE, PRODUCTS, SERVICES OR ACTIVITIES**

VelocityEHS reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Website, products, services or Activities or any portion thereof, with or without notice. You agree that VelocityEHS will not be liable to you or to any third party for any modification, suspension or discontinuance of a Website, product, service or Activity. You should retain copies of your Submissions that you may want to save and not rely on the Website to preserve your Submissions.



### **11. SUSPENSION AND TERMINATION RIGHTS**

VelocityEHS reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Website, products, services or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that VelocityEHS shall not be liable to you or any third party for any such suspension, discontinuance, or termination.

### **12. LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VELOCITYEHS AND ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, ACTIVITIES OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE. IN NO EVENT SHALL VELOCITYEHS OR ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE, PRODUCTS, SERVICES OR ACTIVITIES, (B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, (C) ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, OR (D) PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES, EVEN IF VELOCITYEHS OR ANY OF THOSE ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

# **13. NOTICE REQUIRED BY CALIFORNIA LAW**

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is: VelocityEHS Holdings Inc., Attn: Privacy Inquiries, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to privacy@ehs.com or 312-881-2000.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.



### **14. GOVERNING LAW AND DISPUTES**

These Terms shall be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.

The Website is controlled within the state of Illinois, U.S.A. Those who choose to access the Websites from locations outside the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent applicable. Access to this Website from jurisdictions or territories where the Contents of this Website are illegal or penalized is prohibited. VelocityEHS has no obligation to provide access to the Website, products, services or Activities and reserves the right to limit the availability of the Website to any person, geographic area or jurisdiction at any time in its sole discretion.

### **15. INTERNATIONAL USERS AND EXPORT CONTROL**

The Website can be accessed from countries around the world. VelocityEHS makes no representation that the Website, or the services and products available through it, are appropriate or available for use in territories where the Website or any of its services or products are illegal is prohibited. The export and re-export of software products are controlled by the United States Export Administration Regulations, and such software may not be exported or reexported to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, VelocityEHS software (if any) may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

#### 16. MISCELLANEOUS

These Terms set forth the entire understanding and agreement between you and VelocityEHS with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. VelocityEHS's failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or your rights or obligations under these Terms without the prior written consent of VelocityEHS, and any assignment or transfer in violation of this provision shall be null and void. VelocityEHS may assign, transfer, sublicense or delegate our rights or obligations under these Terms either in whole or in part, at any time, at our sole discretion, and without your consent. There are no third-party beneficiaries to these Terms. No joint venture, partnership, shareholder, employment, or



agency relationship exists between VelocityEHS and you as a result of agreeing to these Terms or your use of the Website, products, services or Activities.

# 17. CONTACT

If you have any questions, comments, or concerns please contact us either:

- Via email at <u>privacy@ehs.com</u>;
- Via telephone at 1-312-881-2000; or
- Via postal mail at: VelocityEHS Holdings Inc., Attn: Privacy Inquiries, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.