

Who We Are

The Toxics Use Reduction Institute at the University of Massachusetts Lowell (“TURI”), is a state agency and public institution of higher education, formed under MGL c. 75, and the Toxics Use Reduction Act (“TURA”), MGL c. 21I.

These Terms of Service (“Terms”) govern your access to and use of our services, including the TURI website, the CleanerSolutions™ online tool, the TURA Data online tool, and the P2OASys™ online tool, and our other covered services that link to these Terms (collectively and individually referred to as the “Services”), and any information submitted or uploaded by you to the Services (“User Content”). Note that “User Content” is distinguished from “Non-User Content”, wherein “Non-User Content” is defined as all other content accessible on the Services. Both “User Content” and “Non-User Content” is referred to collectively herein as “Content.” By using the Services you agree to be bound by these Terms.

Conduct

You agree not to submit User Content that is inaccurate, incomplete, or might otherwise compromise the integrity of the Services; that violates the intellectual property rights of a third party; or that belongs to a third party as confidential information under a non-disclosure agreement.

We reserve the right to remove or modify any Content in our sole discretion and without notice.

Although you may download the data generated from your authorized use of the CleanerSolutions™, TURA Data, and P2OASys™ online tools, you agree not to download, copy, or reverse engineer any part of the CleanerSolutions™, TURA Data, and/or P2OASys™ online tools, including but not limited to, the databases of the CleanerSolutions™, TURA Data, and/or the P2OASys™ online tools.

You agree to refrain from systematic automated data collection activities (including scraping, data mining, and extraction and re-utilisation) of the whole or a substantial part of the TURI website and the CleanerSolutions™, TURA Data, and/or P2OASys online tool databases.

Privacy

We may collect certain personal information from you when you submit User Content or interact with the Services, including, but not limited to, the type of device you are using, web browser, IP address, search terms, email address, phone number, institution and/or employer. We only use personal information to contact you about your User Content submission, and, may, from time to time, alert you to updates or events at TURI. You may always opt-out of further communications from us. We never sell your personal data. Because TURI is a state agency, any User Content submitted to us may be disclosed pursuant to a public records request under the Massachusetts Public Records Law, MGL c. 66.

License

By submitting User Content to TURI, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit,

display and distribute User Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make User Content available to the rest of the world without attribution, and to let others do the same. You agree that this license includes the right for TURI to provide, promote, and improve the Services and to make User Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion, or publication of such User Content on other media and services, subject to our terms and conditions for such User Content use. Such additional uses by TURI, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the User Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the User Content and grant of rights herein.

Representations and Warranties by You

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post or display on or through the Services. You agree that User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant TURI the license described above.

You agree to defend, indemnify, and hold harmless TURI, the Commonwealth of Massachusetts, the University of Massachusetts, its Trustees, Officers, servants, and employees from and against any and all third-party claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of: (i) User Content provided under this Agreement actually or allegedly infringing or violating any patents, copyrights, trade secrets, licenses, or other intellectual property rights of a third-party; (ii) your violation of any of the terms of this Agreement; (iii) any breach of your representations and warranties in this Agreement; or (iv) your failure to comply with your obligations under any and all laws, rules or regulations applicable to you under this Agreement.

Further, you represent and warrant that any User Content that you submit is, to the best of your knowledge and belief, true, complete, and accurate.

The Services are Available "AS-IS"

Your access to and use of the Services or any of the Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, TURI DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TURI makes no warranty or representation and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; or (v) any and all

individual physical, psychological, or emotional harm, to any degree, incurred through direct or indirect access or use of the Services. No advice or information, whether oral or written, obtained from the TURI or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TURI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, OR ANY BODILY HARM OR DEATH RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TURI EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TURI, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT TURI HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Intellectual Property

TURI, UMASS[®], the University of Massachusetts, CleanerSolutions[™], P2OASys[™], and associated logos are trademarks and the exclusive property of the University of Massachusetts. Their use is prohibited without the University's prior written permission.

Content created, modified, compiled, arranged, and/or displayed by TURI and/or by TURI's agents or representatives through the Services is copyrightable material that is exclusively owned by TURI, and is protected under and subject to all of the rights and remedies provided under the U.S. Copyright Act at 17 USC §§ 101 et seq. Therefore, unless otherwise expressly allowed for herein or unless expressly approved in writing by TURI, any copying or distribution of the Content is prohibited and is a violation of the U.S. Copyright Law and world copyright laws under, for example, the Berne Convention and the Universal Copyright Convention.

General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms will govern our relationship with you. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the Commonwealth of Massachusetts, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and TURI. All disputes related to these Terms or the Services will be brought solely in the Suffolk County Superior Court located in

Boston, Massachusetts, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the indemnification, controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. TURI's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and TURI. If you have any questions about these Terms, please contact us.

Effective: December 22, 2021