



VelocityEHS Website and Mobile Application Terms of Use

Last Updated: July 1, 2026.

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 <https://www.ehs.com/>, any websites or services under the control of VelocityEHS that link to these Terms, including all media, documents, updates, and support services associated with our website and the services (all collectively, the “**Website**”), and the VelocityEHS mobile application (the “**Application**”). The Application is licensed, not sold, to you by VelocityEHS for use strictly in accordance with these Terms and any “usage rules” established by any third party such as Apple Inc. and such other vendors (“**Usage Rules**”), which are incorporated herein by this reference. The term “Application” shall refer to and consist of the following: (i) the mobile software application, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i); and (iii) any specific website the Application directs you to via any browser located on a mobile device (“**Application**”). 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 or Application.

1. ACCEPTANCE OF TERMS OF USE

PLEASE CAREFULLY READ AND PRINT THE FOLLOWING TERMS BEFORE USE OF THE WEBSITE OR APPLICATION. BY ACCESSING AND USING THE WEBSITE, OR BY DOWNLOADING OR USING THE APPLICATION, 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 OR APPLICATION, 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 APPLICATION OR ANY OF THEIR CONTENT.

If you have entered into a VelocityEHS Master Subscription & Services Agreement with VelocityEHS (the “**Agreement**”), the terms of that Agreement govern your access to and use of the Software and Services (as defined therein), and these Terms do not apply to you with respect to such access and use. These Terms continue to govern your general browsing and use of the Website and Application to the extent not covered by the Agreement. For the avoidance of doubt, the Customer (as defined in the Agreement) shall remain responsible for the activities of its employees, consultants, and other authorized users on the Website and Application, and each such user's access to and use of the Website and Application shall be deemed to be on behalf of, and subject to the obligations of, the Customer under both the Agreement and these Terms, as applicable.

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 Updated” date at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website or Application after that date. VelocityEHS may modify or amend the Terms by posting a copy of the modified or amended Terms on the Website. You will be deemed to have agreed to any such modification or amendment by your decision to continue using the Website or Application following the date on which the modified or amended Terms are posted. 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 or Application, 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.

If you are accessing or using the Website or Application on behalf of a company, organization, or other legal entity (including, without limitation, a Customer that has entered into an Agreement with VelocityEHS), you represent and warrant that: (a) you are duly authorized to access and use the Website and Application on behalf of such entity; (b) you have the authority to bind such entity to these Terms; and (c) you will act in accordance with these Terms and, to the extent applicable, the terms of the Agreement. The entity on whose behalf you access or use the Website or Application shall be responsible for the acts and omissions of its employees, consultants, contractors, agents, and any other individuals who access or use the Website or Application under or in connection with such entity's account or authorization, as if such acts and omissions were those of the entity itself.

The Website and the Application are directed to people 18 years of age or older. VelocityEHS does not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Website or the Application, or to submit any personally identifiable information to the Website or the Application. If you provide information to VelocityEHS through the Website or the Application, 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 or the Application, 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 OF THE WEBSITE AND APPLICATION

The content available through the Website or Application (“**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, Application or Content other than as expressly authorized by VelocityEHS in writing. Use of the Website, Application 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 or Application by any means other than through a standard web browser or the Application, as applicable.

The Website, Application 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, Application 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, in the Application or in the Content. The following limited uses are permitted: (a) your computer or Mobile Device may temporarily store copies of Content in RAM incidental to your accessing and viewing such Content; (b) you may store files that are automatically cached by your web browser for display enhancement purposes; (c) you may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and (d) if we provide the Application for



download, you may download a single copy to your Mobile Device solely for your own personal, non-commercial use, provided you agree to be bound by these Terms.

Special terms may apply to some products or services offered on the Website or Application, or to any features, promotions or activities that may be offered on the Website or Application (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.

3.1 MOBILE APPLICATION LICENSE GRANT AND RESTRICTIONS

License Grant. VelocityEHS grants you a revocable, non-exclusive, non-transferable, limited right to install and use the Application on a Mobile Device owned and controlled by you or a company that has entered into an Agreement with VelocityEHS, and to access and use the Application on such Mobile Device strictly in accordance with these Terms, the Usage Rules and any service agreement associated with your Mobile Device (collectively, the "**Related Agreements**").

Restrictions on Use. You shall use the Application strictly in accordance with the terms of the Related Agreements and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of VelocityEHS or its affiliates, partners, suppliers, or the licensors of the Application; (e) use the Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it was not designed or intended; (f) use the Application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by VelocityEHS; (g) use the Application to send automated queries to any website or to send any unsolicited commercial e-mail; or (h) use any proprietary information or interfaces of VelocityEHS or other intellectual property of VelocityEHS in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application.

Restriction on Transfer. You may not rent, lease, lend, sublicense or transfer the Application or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

4. LINKED WEBSITES AND THIRD-PARTY CONTENT

The Website and Application may contain advertisements, postings and links to websites operated by other parties, and may permit access to products, services, advertisements, promotions, recommendations, advice, information, and materials created and provided by advertisers, publishers, content partners, marketing agents, vendors and other third parties ("**Third-Party Content and Services**"). The Website and Application provide these advertisements, postings, links and Third-Party Content and Services as a convenience, and your use of other websites, products or services is at your own risk. The advertisements, postings, linked websites and Third-Party Content and Services are not under the control of VelocityEHS, which is not responsible for their content. Such advertisements, postings, 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. VelocityEHS hereby disclaims any representation, warranty or guaranty regarding the Third-Party Content and Services, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-Party Content and Services. 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, APPLICATION 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. YOUR ACCESS TO AND USE OF THE THIRD-PARTY CONTENT AND SERVICES AND ANY CORRESPONDENCE OR BUSINESS DEALINGS BETWEEN YOU AND ANY THIRD PARTY ARE GOVERNED BY AND REQUIRE YOUR ACCEPTANCE OF THE TERMS OF SERVICE OF SUCH THIRD PARTY. YOU ASSUME ALL RISKS ARISING OUT OF OR RESULTING FROM YOUR TRANSACTION OF BUSINESS OVER THE INTERNET WITH ANY 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, Application 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. Furthermore, you acknowledge and agree that the source and object code of the Application and the format, directories, queries, algorithms, structure, and organization of the Application are the intellectual property and proprietary and confidential information of VelocityEHS and its affiliates, licensors and suppliers. Except as expressly stated in these Terms, you are not granted any intellectual property rights in or to the Website or Application by implication, estoppel or other legal theory, and all rights in and to the Website and Application not expressly granted by these Terms are hereby reserved and retained by VelocityEHS. You agree that you will not modify, decompile, disassemble, reverse engineer or create derivative works of the Website, Application 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 or Application are proprietary to VelocityEHS or its affiliates or licensors. Without limiting the foregoing, VelocityEHS® 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. You are not authorized to use VelocityEHS trademarks in any advertising, publicity or in any other commercial manner without prior written consent of VelocityEHS, which may be withheld for any or no reason. Any third-party



names or trademarks referenced on the Website or Application 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 or Application 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: privacy@ehs.com

Third-Party Software: The Application may utilize or include third-party software that is subject to open source and third-party license terms ("**Third-Party Software**"). You acknowledge and agree that your right to use such Third-Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between these Terms and the terms of such open source or third-party licenses, the terms of the open source or third-party licenses shall control with regard to your use of the relevant Third-Party Software. In no event shall the Application or components thereof be deemed to be "open source" or "publicly available" software.

6. USER-GENERATED CONTENT AND INTERACTIVE SERVICES

For purposes of these Terms, "Interactive Services" includes, without limitation, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, incident reporting tools, checklist and audit completion forms, corrective action entry fields, compliance action item tracking, safety meeting documentation, training attendance records, chemical inventory entries, change requests, risk assessment inputs, and any other interactive features through which users may post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Materials") on or through the Website or Application.

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 or Application. 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, Application 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 or Application's infrastructure or otherwise that may adversely affect performance of the Website or Application or restrict any other user or VelocityEHS from using or enjoying the Communication Services,



the Website or the Application.

4. Use the Website or Application 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.
9. 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 the Website or Application ("**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 and Application 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, Application 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.

All User Materials must comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Materials must not: (a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (c) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations; (e) be likely to deceive any person; (f) promote any illegal activity, or advocate, promote, or assist any unlawful act; (g) impersonate any person or misrepresent your identity or affiliation with any person or organization; (h) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (i) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Monitoring and Enforcement. We have the right to: (a) remove or refuse to post any User Materials for any or no reason in our sole discretion; (b) take any action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Materials violate these Terms, infringe any intellectual property right or other right of any person or entity, threaten the personal safety of users of the Website or Application or the public, or could create liability for VelocityEHS; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Application; and (e) terminate or suspend your access to all or part of the Website or Application for any or no reason, including without limitation, any violation of these Terms. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or Application. YOU WAIVE AND HOLD HARMLESS VELOCITYEHS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY VELOCITYEHS OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER VELOCITYEHS OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. We do not undertake to review all material before it is posted on the Website or Application



and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

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 APPLICATION OR ANY CONTENT, THIRD-PARTY CONTENT AND SERVICES, PRODUCTS, SERVICES OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE WEBSITE OR APPLICATION, OR YOUR SUBMISSION(S) OR ANY OTHER MATERIALS YOU SUBMIT TO US OR TRANSMIT TO THE WEBSITE OR APPLICATION; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF VELOCITYEHS OR ANY THIRD PARTY, INCLUDING THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHT OR TRADE SECRET OF ANY PERSON OR ENTITY; (C) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR ANY OTHER PERSON ACCESSING THE WEBSITE OR APPLICATION ON YOUR BEHALF. THESE OBLIGATIONS WILL SURVIVE ANY TERMINATION OF THESE TERMS.

8. GENERAL DISCLAIMER

THE WEBSITE, APPLICATION AND CONTENT AND ALL INFORMATION, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITE OR APPLICATION, 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. NEITHER VELOCITYEHS NOR ANYONE ASSOCIATED WITH VELOCITYEHS REPRESENTS OR WARRANTS THAT THE WEBSITE, APPLICATION, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, APPLICATION OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. FURTHERMORE, YOU ACKNOWLEDGE THAT VELOCITYEHS HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE WEBSITE OR APPLICATION. YOUR USE OF THE WEBSITE, APPLICATION AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Website or Application is free of viruses or other harmful code. We will not be



liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, Mobile Device, data, or other proprietary material due to your use of the Website or Application or any services or items obtained through the Website or Application or your downloading of any material posted on it, or on any website linked to it.

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. USE OF INFORMATION

Consent to Use Information: You hereby authorize and consent to the collection, storage and use, by VelocityEHS and its affiliates, partners and agents, of any information and data related to or derived from your use of the Website or Application, and any information or data that you provide to VelocityEHS and its affiliates, partners, and licensors ("**Information**"). Without limiting the generality of the foregoing, the Information shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, checklist and audit responses, incident reports, corrective action entries, risk assessment inputs, training completion records, chemical inventory entries, change requests, compliance action items, patterns, data, and suggestions based on user actions. Notwithstanding the foregoing, you shall not provide or disclose, and the Information shall not include any information or data that is personally identifiable to you; to the extent any of the foregoing data types contain personally identifiable information, such personally identifiable information shall be governed by the Privacy Policy and not by this section. The Information will be treated as being non-confidential and nonproprietary, and VelocityEHS assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information.

Privacy Policy: You represent that you shall comply with the terms of the Privacy Policy, which sets forth and describes the practices of VelocityEHS with respect to the collection, use and disclosure of Information in connection with your use of the Website and Application. VelocityEHS reserves the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion. VelocityEHS will post any changes to its Privacy Policy. Your use of the Website or Application following the posting of such changes to the Privacy Policy will constitute your acceptance of any such changes.



11. MODIFICATIONS TO THE WEBSITE, APPLICATION, 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, Application, products, services or Activities or any portion thereof, with or without notice. We will not be liable if for any reason all or any part of the Website or Application is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or Application or the entire Website or Application. You agree that VelocityEHS will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, Application, product, service or Activity. You should retain copies of your Submissions that you may want to save and not rely on the Website or Application to preserve your Submissions.

12. ACCOUNT SECURITY

To access the Website or Application or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website or Application that all the information you provide on the Website or Application is correct, current, and complete. You agree that all information you provide to register with the Website or Application or otherwise, including, but not limited to, through the use of any interactive features on the Website or Application, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Privacy Policy. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or Application or portions thereof using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

13. 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, Application, 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.

14. 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, APPLICATION, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, ACTIVITIES OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE OR APPLICATION. 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, APPLICATION, PRODUCTS, SERVICES OR ACTIVITIES,



(B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE OR APPLICATION, (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. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL VELOCITYEHS' AGGREGATE LIABILITY TO YOU FOR CLAIMS ARISING OUT OF YOUR USE OF THE APPLICATION EXCEED FIFTY DOLLARS (\$50.00).

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. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

15. MOBILE DEVICE COMPATIBILITY

VelocityEHS does not warrant that the Application will be compatible or interoperable with your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Mobile Device to diminish or fail completely and may result in permanent damage to your Mobile Device, loss of data located on your Mobile Device, and corruption of the software and files located on your Mobile Device. You acknowledge and agree that VelocityEHS and its affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems. You acknowledge that the Application is designed to be used in field environments for completion of checklists, inspections, incident reports, and other operational workflows, and that VelocityEHS does not guarantee uninterrupted access to or functionality of these features on any particular Mobile Device or in any particular environment, including areas with limited or no network connectivity.

16. PRODUCT CLAIMS

You acknowledge that you (not VelocityEHS) are responsible for addressing any third-party claims relating to your use or possession of the Application and agree to notify VelocityEHS of any third-party claims relating to the Application of which you become aware. Furthermore, you hereby release VelocityEHS from any liability resulting from your use or possession of the Application, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

17. RELIANCE ON INFORMATION POSTED

The information presented on or through the Website or Application is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or Application, or by anyone who may be informed of any of its contents. This Website or Application may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions



expressed in these materials, and all articles and responses to questions and other content, other than the content provided by VelocityEHS, are solely the opinions and the responsibility of the person or entity providing those materials. Without limiting the foregoing, information provided through the Website or Application's chemical management, operational risk, and compliance management modules including, without limitation, Safety Data Sheet content, Level of Concern ratings, PFAS indicators, regulatory list comparisons, risk scores, and Probability of Failure on Demand values, is provided for informational and organizational purposes only. You should not rely solely on such information when making decisions regarding chemical use, workplace safety, regulatory compliance, or risk management. You should consult a qualified professional in all such matters.

18. 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.

19. 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 Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any legal suit, action, or proceeding arising out of, or related to, these Terms, the Website or Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The Website and Application are controlled within the United States. We provide the Website and Application for use only by persons located in the United States. We make no claims that the Website, Application or any of their content is accessible or appropriate outside of the United States. Access to the Website or Application may not be legal by certain persons or in certain countries. Those who choose to access the Website or Application 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. VelocityEHS has no obligation to provide access to the Website, Application, products, services or Activities and reserves the right to limit the availability of the Website or Application to any person, geographic area or jurisdiction at any time in its sole discretion.

20. INTERNATIONAL USERS AND EXPORT CONTROL

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction(s) in which the Application was obtained. You represent and warrant that you are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S.



Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use the Application for any purposes prohibited by United States law. 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. 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 any country to which the United States embargoes goods. In addition, VelocityEHS software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

21. MISCELLANEOUS

These Terms, together with the Privacy Policy and any other documents expressly incorporated by reference herein, set forth the entire understanding and agreement between you and VelocityEHS with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Application. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue 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. No waiver by VelocityEHS of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of VelocityEHS to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. 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 these Terms without restriction in connection with a merger, acquisition, or sale of all or substantially all of its assets. Nothing in these Terms shall be deemed to create a joint venture, partnership, employment, or agency relationship exists between VelocityEHS and you as a result of agreeing to these Terms or your use of the Website, Application, products, services or Activities. You have no authority to bind VelocityEHS in any manner whatsoever. The following sections of these Terms and any other provisions of these Terms which by their express language or by their context are intended to survive the termination of these Terms shall survive such termination: Sections 3.1 (Mobile Application License Grant and Restrictions), 5 (Ownership of Intellectual Property), 6 (User-Generated Content and Interactive Services), 7 (Your Indemnity of VelocityEHS), 8 (General Disclaimer), 9 (Level of Concern and PFAS Disclaimer), 13 (Limitation on Liability), 14 (Notice Required by California Law), 15 (Governing Law and Disputes), 16 (International Users and Export Control), and 17 (Miscellaneous).

22. CONTACT

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

- For Website-related inquiries, via email at privacy@ehs.com;
- 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. For Application-related inquiries: VelocityEHS, Attn: Customer Care, 586 Argus Road, Suite 300, Oakville, ON, Canada L6J 3J3; Email: support@EHS.com; Toll free: 1.866.919.7922.