

Terms of Use

Effective as of May 1, 2022

Introduction:

This website (“website” or “site”) is provided to you by Mutual Cornell Environmental Corp. (“Mutual Cornell”, “corporation”, “we”, “us”, or “our”). These Terms of Use (“terms”) apply to the reader and user (“user”, “you” or “your”). Your use of our website, and any transactions with us that reference these terms (collectively, the “services”).

To assist you in your receipt of the Services and to ensure a clear understanding of the relationship arising from your use of the Services, we have created (i) these Terms of Use and (ii) a Privacy Policy. Our Privacy Policy explains how we treat certain information that we have about you, including Personal Information (as such term is defined in our Privacy Policy) and our Terms govern your use of the Services.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS OR USE OUR SERVICES. BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SERVICES.

I. Agreement.

Please read these terms carefully; they impose legal obligations on you and us, and establish our legal relationship. By using our services (including accessing our site or entering into any transaction with us that references these terms), you are acknowledging that you have read and understood these terms and agree to be legally bound by them.

You acknowledge that these terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the site and receipt of data, materials and information available at or through the site.

II. Obtaining and Protecting Your Password.

Certain services are only accessible by users who have registered with us to obtain usernames and passwords. We treat anyone who uses your username and password as "you" We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for user activities associated with your username and password. We recommend that you maintain your username and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to your use of the services. Please notify us immediately if you suspect that someone is using your username and password in an inappropriate manner.

III. Mutual Cornell Ownership and Reservation of Rights.

All information, software, artwork, text, video, audio, pictures, logos, and other content on the website or otherwise provided through the services, including all associated intellectual property rights (collectively, "Mutual Cornell content"), are the property of Mutual Cornell or its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under principles of "fair use". As between the parties, Mutual Cornell and its licensors retain all rights with respect to the services (including, but not limited to, the site) and Mutual Cornell content except those expressly granted to you in these terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material available through the website or services unless we specifically authorize you in writing to do so; except where this site allows you download of Mutual Cornell content, you may download such content for your business use with Mutual Cornell only.

IV. Your Rights and Use of Content.

By use of our site, you are agreeing comply with all of the terms herein. You acknowledge that the reasonable and valuable consideration provided to you in exchange for your agreeing to comply with these terms includes your use of our site and receipt of data, materials, and information available at or through our website. We grant you the right to access and use all publicly available and, if expressly authorized, password-protected areas or our site in order to:

- a. learn more about our products and services;
- b. request information, products, and services from us;
- c. download and print pages from our website;
- d. exchange information in accordance with the functionality available on our site;
- e. access other information that we make available through our website.

You agree that the services and Mutual Cornell content are made available solely for your personal use or as a result of your business relationship with Mutual Cornell, and any other use of the site, services, and Mutual Cornell content is strictly prohibited. You are specifically prohibited from the following:

- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing;
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- Transmit materials that contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- Use the website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these terms;
- Use the website in a manner that could disable, overburden, or impair the website or the services or interfere with any other party's use and enjoyment of the site;
- Use the website to test or reverse engineer the website in order to find limitations, vulnerabilities, or to evade filtering capabilities;
- Seek to obtain access to any materials or information through "hacking", "data harvesting", or through other means we have not intentionally made available to you through the site;
- Use the website for any purpose that is unlawful or prohibited by these terms. You will not use the website to violate any state or federal law, statute, or regulation.

V. Links to Third Party Sites.

This website may contain links or produce search results that reference links to third party websites (“links” or “linked sites”). These terms do not apply to third party websites. Mutual Cornell has no control over these linked sites or their content, and Mutual Cornell does not endorse the content of any linked site, nor do we warrant that a linked site will be free of computer viruses or other harmful code that can impact your computer or other device. You agree that you irrevocably waive any claim against Mutual Cornell with respect to such third-party content; you agree and understand that such use is at your own risk. Mutual Cornell is not an agent of any third-party.

VI. Warranty Disclaimer.

Though we make every effort to provide accurate and correct information on this site, Mutual Cornell does not promise that the services will be error-free, uninterrupted, or without inaccuracies. The site, Mutual Cornell content, and services are delivered on an "AS IS" and "AS AVAILABLE" basis. Mutual Cornell does not represent or warrant that any file you download from the site will be free of viruses, inaccuracies, or other harmful features.

MUTUAL CORNELL PROVIDES THE SITE AND SERVICES "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MUTUAL CORNELL MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL

NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

VII. Disclaimer of Liability.

Mutual Cornell shall not be liable for any improper or prohibited use of this site or any Mutual Cornell content nor any direct or indirect damages caused in any way through use of Mutual Cornell content or this site.

You agree that in the event that you have any right, claim, or action against any third party arising out of such party's use of the website, then you will pursue such right, claim, or action independently of and without recourse to us.

UNDER NO CIRCUMSTANCES AND TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL MUTUAL CORNELL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MUTUAL CORNELL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE SITE, CORVIAS CONTENT, OR SERVICES EXCEED U.S. \$1,000.00. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

VIII. Indemnity.

You agree that you will defend, indemnify, and hold Mutual Cornell and its subsidiaries, affiliates, officers, directors, agents, and employees harmless against any loss, damage, cost, or any other liability, including reasonable attorney's fees, arising from any third-party demand or claim arising from your use of this site or Mutual Cornell services.

IX. Monitoring Website Use.

You agree that we have the right and discretion to monitor any activity and content associated with our website, Mutual Cornell content, and services. We may investigate any reported violation of these terms or complaints relating to the website, Mutual Cornell content, and services, and may take any action that we believe is appropriate including, but not limited to, removing materials from the website and terminating/suspending your access to the site.

X. Modification of These Terms.

Mutual Cornell may modify, replace, or amend these terms without notice and in its sole discretion. The date at the top of these terms will indicate the date the terms took effect or were last updated. If we modify these terms, any such modifications will take effect according to the date posted at the top of said terms. Your continued access or use of any portion of the site constitutes your acceptance of such changes.

XI. Assignment.

These Terms shall not be assignable by you, either in whole or in part. Mutual Cornell reserves the right to assign its rights and obligations under these terms.

XII. Governing Law.

These terms, and any disputes arising therefrom, shall be governed in all respects by the laws of the State of Rhode Island without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the judicial district that includes Rhode Island.

XIII. Survival and Headings.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Mutual Cornell retains the right to replace any terms that may not be enforceable.

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

XIV. Waiver.

Mutual Cornell's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

XV. Other Agreements.

These terms must be read in conjunction with any agreement entered into by you and us that references these terms ("other contracts") and our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent that these terms conflict with our Privacy Policy, the Privacy Policy shall control. To the extent that the other contracts conflict with these terms, the other contracts shall control.

XVI. Contact Information.

If you have any questions or concerns relative to these terms, please contact us at:

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