

Terms of Service
Effective date: April 3, 2017

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These Terms of Service govern your access to and use of this website. Please read these Terms of Service before using this website, and do not use the website if you do not agree with any provision of these Terms of Service.

No Warranty / Limitation of Liability

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Your Use of the Website

TMW grants you the right to display, store and reproduce copies of the web pages we make available to you for business use subject to the following conditions:

1. The website content ("Content") shall be used for your own internal business purposes only and not be sold or distributed for commercial purposes.
2. Content shall not be modified, reused, reposted or transmitted in any respect.
3. The TMW copyright notice shall appear on every copy of the work or portion thereof.

You agree not to enter or use the website for any purpose that is prohibited by these Terms of Service, and agree to comply with all applicable U.S. and international laws regarding your use of the website. Except as expressly provided above in this section, and subject to applicable law, you agree not to, and agree not to cause or permit others to (a) create derivative works based on the Content, (b) modify, reverse engineer, translate, disassemble, enable disabled features, decompile any software or other products or processes accessible through the website, (c) insert any code or product or manipulate the website in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the website, (d) remove any title, trademark, copyright and/or other notice on the Content, (e) make the Content available over a network where it could be used by multiple computers or users at the same time, (f) use any of our trademarks as metatags on other web sites, (g) use the website (including the Content) in any manner that is illegal or impairs the operation of the website or its availability or usage by others, and/or (h) display any part of the website in frames (or any Content via in-line links).

If you are a registered user of an account (each a "User Account") issued for the website, TMW also grants you a non-exclusive, non-transferable, limited license to access and use the information and features of the website that TMW makes available for your particular User Account, for so long as (a) you are an employee of the company that established the User Account and (b) the company authorizes your access to the User Account.

We reserve the right to refuse access to the website to any person at any time.

Availability

Portions of the website available to different users may vary. No user (other than certain TMW employees acting in their capacity as such) has access to all portions of the website. You agree not to use or access, or attempt to use or access, any portion of the website for which you are not intentionally given access to by us. Additionally, you will not use or access, or attempt to use or access, any User Account, unless the company that established such User Account authorizes such use or access.

Access to User Accounts

If you are a registered user, you agree to protect your username and password by, among other things, keeping your username and password confidential. You may share your username and password with other employees of the company for which your User Account was created, provided that such company authorizes their use and access of the User Account. If, however, you allow another party to use your username and/or password to access your User Account, you will be responsible for all use by that party using your User Account.

You agree to (a) immediately notify TMW of any unauthorized use of your password or any other breach of security, (b) immediately notify TMW if any employee who received the username and/or password for the User Account is no longer an employee of the company for

which the User Account was created, or is no longer permitted to access the User Account, and (c) ensure that you exit from your User Account at the end of each session.

Termination of User Accounts by Us

TMW may, in its sole discretion, terminate a User Account, at any time, with or without notice and for any reason (or no reason). Any termination by us shall be effective on the date specified in such notice or, if no date is provided, shall be effective immediately. You agree that, if your User Account is terminated, you will not thereafter enter, or attempt to enter, the website, directly or indirectly.

Effect of Termination of User Accounts

Upon termination or cancellation of a User Account, (a) the user loses access to certain features of the website made available through such User Account, and (b) TMW may, in its sole discretion, delete all information and content in the User Account. Notwithstanding the foregoing, TMW reserves the right to retain and use such information and content for its business purposes and as necessary to comply with its legal obligations, resolve disputes and enforce the Terms of Service & Privacy Policy.

Information Provided

You agree to provide only true, accurate, current and complete information to us.

No Data Mining/Extraction

You agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the website except for customary search engines used in accordance with automated instructions directed to search engines and available on the website.

Security

Information transmitted on the Internet and/or stored on systems attached to the Internet such as ours is not 100% secure. As a result, we do not ensure, warrant or guarantee the security or integrity of such information. We will not be responsible for disclosure of any information due to errors in transmission or the unauthorized acts of third parties.

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Product Use and Recommendations

All recommendations for use of TMW's or third party products or services are based on the state of TMW's knowledge at the time such recommendations are made. You as the user of such products and services must make your own determination that the products and services supplied by TMW and the information and recommendations given by TMW:

1. are suitable for the intended process or purpose,
2. are compliant with environmental, health and safety regulations, and
3. will not infringe any third party's intellectual property rights.

Intellectual Property

The EPS process and technology is protected by one or more US patents. Persons or parties engaging in activities that constitute infringement of any of these patents as defined by the United States Code Title 35 Chapter 28 will be prosecuted to the fullest extent of the law.

Agreement to Terms of Service

WE MAY MODIFY OR CHANGE THESE TERMS OF SERVICE AT ANYTIME. IF WE DO, WE WILL ALSO REVISE THE EFFECTIVE DATE ABOVE AND WILL POST THE REVISED TERMS OF SERVICE ON OUR SITE. You should regularly review the current Terms of Service. Your access to and/or use of the website constitutes your agreement to the then-current Terms of Service. Your continued use of the website following the posting of any revised Terms of Service will mean that you accept and agree to such changes. If you do not agree to these Terms of Service, or any changes to the Terms of Service, you shall not access or use the website.

Links to Third Party Websites

We may provide links to websites and resources operated by others. TMW does not control, endorse, or guarantee content found in such sites. You acknowledge and agree that TMW is not responsible for any content, associated links, resources, or services associated with a third party site. You further agree that TMW shall not be liable for any loss or damage of any sort associated with your use of third party content. Links and access to these sites are provided for your convenience only.

Indemnification by you

You hereby agree to indemnify and hold harmless TMW and its affiliates, managers, officers, directors, employees, shareholders, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim arising out of or related to (a) your unauthorized or improper access and/or use of the website including, without limitation, any Content, (b) any breach of any of these Terms of Service by you, and/or (c) any allegation which, if true, would constitute a breach of any of these Terms of Service by you.

Governing Law/Jurisdiction

These Terms of Service, and all matters arising out of or relating to the website, shall be governed by the laws of the state of Illinois, excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Additionally, the Uniform Computer Information Transaction Act shall not apply to these Terms of Service or the website.

Limitations on these Terms and Conditions

Any limitations of these terms and conditions are applied only as broad and inclusive as is permitted by law in the state of New Jersey, or any other state that restricts disclaimers, limitations of liability and/or remedies, and similar provisions.

Entire Agreement

These Terms of Service and, if applicable, the Agreement For Use of Customer Data, contain the full understanding with respect to your use and access of the website and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the website.

Assignment of Rights

You may not assign any rights or obligations under these Terms of Service without our prior written consent. We may assign our rights under these Terms of Service without your consent.

Invalidity of Terms of Service

If any portion of these Terms of Service is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Service shall remain in full force and effect.

No Waiver

The failure of TMW to insist upon or enforce strict performance by you of any provision of these Terms of Service shall not be construed as a waiver of any provision or right.

Notices

We may provide notice to you relating to the website and/or these Terms of Service by any reasonable means including, without limitation, sending an e-mail to your last known e-mail address, and any such e-mail notice shall be deemed given and received on the day it is sent.

Time Limitations on Actions

You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Service and/or the website must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

General

None of TMW's rights or remedies conferred by these Terms of Service are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Service. A printed version of these Terms of Service and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.