Safety-Reports Terms of Use Policy

SafetyReports.com Terms of Use

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- 3. Your Responsibility. You assume all responsibility for your use of, or access to, the Apps, including your access to any inspection reports, checklists, and other Licensed Material/Data obtained from the Apps, and waive all claims or claims or causes of action against Safety-Reports, and its officers, directors, shareholders, employees, agents, and affiliates in connection therewith.

Additionally, you agree to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent or content equivalent to the Licensed Material.

4. Disclaimer. THE APPS AND THE INFORMATION CONTAINED THEREIN ARE MADE AVAILABLE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO GUARANTEE THAT THE INFORMATION ON THESE APPS IS UP-TO-DATE, ACCURATE, OR COMPLETE, AND YOU SHOULD NOT RELY ON IT FOR ANY DECISION OR TO TAKE ANY ACTION. WE HEREBY DISCLAIM ANY WARRANTY THAT THE INFORMATION ON THE APPS WILL BE FREE FROM INTERRUPTION, OR THAT THE SITE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. Updates are periodically made to the information herein; these Updates will be incorporated in new editions of the Apps.



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- 5. Additional Products and Service Disclaimer. Safety-Reports makes available certain descriptions of its products and services on the Apps. Safety-Reports does not represent or warrant that any particular product or service will conform exactly to those descriptions. Each product or service is governed specifically and exclusively by the instrument entered into by the parties for that product or service and not by any information posted on the Apps. This paragraph 5 is in addition to and not in lieu of the disclaimers set forth in paragraph 4 above.
- 6. Indemnity. You agree to indemnify, defend and hold harmless Safety-Reports, its officers, directors, employees, agents and all affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any violation of these Terms or any activity related to the access or use of the Apps (including, but not limited to, infringement of third parties' intellectual property rights or negligent or wrongful conduct) by you or any other person accessing or using the Apps, Data or Licensed Material on your behalf or through you.
- 7. Restricted Access to Portions of the Apps. You agree to ensure that no unauthorized person or entity shall have access to restricted areas of the Apps using your name or password. You agree that, if you are provided rights to access or use restricted areas of the Apps, those rights are non-transferable. You may not assign, sublicense, transfer, pledge, lease, rent or share the username and password to the Apps to anyone other than the employee or agent authorized to act on your behalf, and subject to all of the provisions set forth in these Terms. You assume all responsibility for loss or misuse of your password and are responsible for any activities undertaken by persons in possession of your username or password for any reason other than solely due to the negligence of Safety-Reports.
- 8. Governing Law and Forum. These Terms and the interpretation, performance, and enforcement of your and Safety-Reports rights and duties, shall be constructed in accordance with the laws of the United States, except for the conflict or choice-of-law principles thereof. By using the Apps, you agree to submit any and all disputes arising out of or relating to these Terms to the exclusive jurisdiction of the state or federal court located in Douglas County, Nebraska, or, at SRI's sole election, to binding arbitration before a single arbitrator pursuant to the United States Commercial Dispute Resolution Procedures, with such arbitration to take place in the State of Nebraska.
- 9. Privacy. We may use the information you provide for internal business purposes, including to send you subsequent communications. We will not sell or transfer your business information to a third party without your permission.

What Information We Collect and What We Do with It

We do not collect Personal Information from visitors to our Mobile Applications unless you voluntarily decide to transmit it to us through one of the provided forms or e-mail addresses. Application users are invited to make inquiries about SRI and the service we provide. We may use all the information you provide us in those communications to respond to your inquiry and to provide you with information relating to SRI or products that we believe you may find of interest.



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10. GDPR. If your use of any Safety-Reports products and services falls within or are subject to the EU General Data Protection Regulations, you, as the data controller, are responsible for all personally identifiable data stored within the Safety-Reports product or service. For more information see the <u>Safety-Reports Privacy Policy</u>.

We reserve the right to modify or update these Terms of Use as well as the Safety-Reports Privacy Policy, SRI Data Export Policy, and any other policies or terms of use from time to time. Your use of our Website and Mobile Applications and submission of Personal Information through these applications constitutes acceptance and understanding of this Statement as in effect at the time of your submission.