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WERCSmart® Terms of Use

Welcome to the WERCSmart portal (the "**Site**"), provided by UL Information and Insights Inc. ("UL") ("we" or "us"). Collectively, UL and its affiliates shall be known as the "UL Companies." Please read these terms of use ("Terms") carefully before using the Site.

1. Agreement.

These Terms constitute an agreement between you (the company utilizing the Site) and UL located at 23 British American Boulevard, Latham, New York 12110 ("Agreement"). By accessing and using the Site, you accept and agree to be legally bound by this Agreement. If you are using the Site on behalf of an organization, you represent that you are authorized by your company to utilize the Site, provide the information requested by the Site and bind your company to this Agreement. In that case, "you" and "your" will refer to that organization. If you do not agree to these Terms, you should not access or use the Site. "UL" and "you" may be collectively referred to as "Parties" or individually as a "Party." "UL Company" means an entity controlled by, controlling, or under common control with us, and "UL Companies" means all of them, collectively. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise.

2. International Users.

You may not use the Site in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws. Access to and use of the Site from territories where the Site's content is illegal is prohibited.

3. Language of the Terms.

If you have been provided with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language version of these Terms will govern your usage of the Site. If there is any contradiction between the English language version of these Terms and a translation, then the English language version shall take precedence.

4. Services.

In order to use our Site, you must first register. During registration you are required to provide contact information (such as name and email address). As a registered user, we will provide you with a password-protected account. It is your responsibility to select an appropriate password for this account, to change it regularly and to ensure that your password is not disclosed to others.



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Through the Site, UL provides (i) a means by which information about your product(s) is sent to entities that sell, store, transport or dispose of your product(s) ("WERCSmart Recipient(s)"), (ii) safety data sheet ("SDS") authoring services, (iii) dedicated account assistance ("Agency Services"), (iv) a means by which you may elect to transfer product submission to the consumer site GoodGuide.com and (iv) such other services that may be added from time to time (collectively, the "Services").

Information about the type of data provided to WERCSmart Recipients and their permitted use of such data is set forth in the Data Use Tier Disclosure, which is incorporated herein. As a registered user of this Site, you agree to Tier 1 Data Use as disclosed in the Data Use Tier Disclosure involving regulatory support. A WERCSmart Recipient may request your voluntary participation in a certain data tier, or mandate it as a condition of selling your product. In the event a WERCSmart Recipient is seeking your consent for a certain data tier, your account administrator will be prompted to make the relevant selections on your Account Management page. Such data will only be transferred to a WERCSmart Recipient as authorized by your selected tiers.

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If you elect Agency Services, you authorize us to establish an agent account in your WERCSmart account and appoint us as your designated agent ("Agent") to assist with entering product information, modifying such information, submitting such information for recertification, making certifications as may be required from time to time, and initiating, receiving and responding to communications. You remain responsible for Agent's actions or inactions. Agency Services shall continue until withdrawn by you in writing and acknowledged by us or if such Services are not renewed.

Through the Site, you may elect additional services offered by UL, its affiliates or third parties and instruct UL to transfer Your Information, which may include Confidential Information (as defined in Section 5 below), to such services. Such services are subject to separate terms and policies. Please review such terms and policies carefully. The UL Companies do not endorse and are not responsible or liable for any third party products or services and have no access to or control over the use of cookies by owners of third-party websites or other services.

5. Your Information.

Information provided to us by you, or on your behalf ("Your Information") will be used to provide the Services. UL does not verify Your Information. You represent and warrant that Your Information will be complete and accurate and that you are in compliance with any relevant data protection laws in furnishing it to us, and agree that we may rely upon and process such information when providing you Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any of Your Information is inaccurate, we will not be liable for any performance or alleged non-performance of Services.

In order to use our Services, you are required to provide formulation information, including if available the Chemical Abstract Service Number ("CAS #"), for all ingredients contained in a product or product component with the percentages of each ingredient. If Your Information is inaccurate or incomplete,



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information we provide to WERCsmart Recipients may also be inaccurate and incomplete. You may be liable for the same.

Information provided to WERCsmart Recipients is derived using both non-confidential and confidential information submitted by product manufacturers (sometimes referred to as “Direct Suppliers” on the Site) and any suppliers of product components (sometimes referred to as “Third-Party Suppliers” on the Site). Please see the [Data Use Tier Disclosure](#) for information related to Public Data and Confidential Data.

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Confidential Information, however, does not include information or materials that are: (i) already known to the UL Companies at the time of disclosure and not subject to an obligation of confidentiality; (ii) publicly available or that become publicly available other than through the acts or omissions of the UL Companies; (iii) subsequently acquired by the UL Companies from other sources not in violation of any confidentiality obligations; or (iv) is required by law or regulation to be treated as non-confidential.

Direct Supplier ingredients and Third-Party Supplier ingredients whether or not marked as “trade secret” on the Site are used to produce data we provide to WERCsmart Recipients, and, if requested or mandated by WERCsmart Recipient, to draft a product SDS. With respect to Direct Supplier ingredients marked as trade secret and any Third-Party Supplier ingredient, neither the chemical name nor the CAS # for that ingredient will appear in the SDS. Please note, however, that Third-Party Supplier ingredient chemical names may be disclosed on international shipping labels as required.

We may use your information to contact you about Services we provide, including any questions we may have regarding your WERCsmart account or share this contact information and the identification of products that have been processed through the Site with WERCsmart Recipients to facilitate communication surrounding an assessment, status, or the overall process. Also, we may share your contact information, product identity and general transaction information with affiliates or third parties, in order for us to: (i) conduct surveys for input about us and our Services or the improvement of our Services; or (ii) provide you additional information about UL affiliate services.

Notwithstanding anything to the contrary, you agree that the UL Companies shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Your Information, including any Confidential Information, and your use of the Services (the “Aggregated Data”) for UL Companies’ business purposes, including the provision of products and services to UL Companies’ other customers; provided, the Aggregated Data does not include (directly or by inference) any information identifying you or any identifiable individual and does not include Your



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Information, your Confidential Information in a non-aggregated, identifiable format. The Aggregated Data will not be considered Your Information or your Confidential Information.

UL agrees to treat your Confidential Information with the same degree of care it employs to protect its own confidential information and in no event less than a reasonable standard of care. UL further agrees that your intellectual property submitted through the Site remains your property. We may disclose data received from you if required by a law enforcement action such as a court order, subpoena or search warrant. If permitted, we will provide you advance notice so that you may oppose or limit such disclosure, or seek any other appropriate relief.

6. Export Control.

You represent and warrant that you: (i) will not cause us to violate any export, trade or other economic sanction law; (ii) will promptly advise us if a product involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

7. Limited Warranty and Limitation of Liability.

Based on the information you provide through the Site, we will provide the Services in a good, workman like and professional manner. As indicated in the Site, you are responsible for reviewing and revising any SDSs generated through the Site and are responsible for any final published or otherwise distributed SDSs. You agree that you shall indemnify and hold the UL Companies harmless from and against any claims against such entities, which are in any way connected with any final, published or otherwise distributed SDS, unless a claim results from the gross negligence or willful misconduct of the UL Companies.

EXCEPT AS EXPRESSLY STATED HEREIN, UL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY DELIVERABLE HEREUNDER. THE UL COMPANIES' TOTAL LIABILITY UNDER THIS AGREEMENT, TO YOU OR ANYONE CLAIMING ON BEHALF OF OR THROUGH YOU SHALL BE LIMITED TO THE FEE PAID HEREUNDER FOR THE PARTICULAR SERVICE DIRECTLY INVOLVED. IN NO EVENT WILL EITHER YOU OR ANY UL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY DAMAGE OR LOSS RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS SITE OR FROM LOSS OF DATA, PROFITS, USE, BUSINESS, BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, HOWEVER CAUSED. This limitation of liability will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

ALTHOUGH THE SITE CONTAINS CERTAIN CONTENT RELATING TO LAWS AND REGULATIONS, SUCH CONTENT IS INTENDED TO BE A GENERAL INFORMATION RESOURCE AND REFERENCE TOOL, AND IS NOT



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AN EXHAUSTIVE OR DETAILED ACCOUNT OF ALL POTENTIALLY APPLICABLE LEGAL OR REGULATORY REQUIREMENTS, NOR SHOULD IT BE CONSTRUED AS SUCH. THE SITE SHOULD IN NO WAY BE CONSIDERED LEGAL ADVICE, INTERPRETATIVE COUNSEL OR OTHER PROFESSIONAL ADVICE. YOU ARE ENCOURAGED TO CONSULT WITH COUNSEL FOR LEGAL ADVICE REGARDING COMPLIANCE WITH ANY LAWS OR REGULATIONS DISCUSSED IN THE SITE.

8. Use of Services.

You are authorized to use the Site for the purposes of accessing and using the Services. You agree to use the Site only for purposes that are lawful and permitted by the Terms. You specifically agree not to access (or attempt to access), or systematically retrieve data from, any part of the Site through any automated means (including use of scripts, bots or web crawlers). Gathering data from the Site through harvesting or automated means that are not enabled or approved through the Site itself is strictly prohibited. You agree that you will not engage in any activity that interferes with or disrupts the Site or interferes with any other party's use of the Site. You agree not to engage in any conduct in connection with your use of the Site that is anti-competitive, deceptive or otherwise in violation of any law including those governing competition or trade practices. You further agree not to tamper with the Site or its functionality. You shall not post or transmit any information, file or software that contains a virus, worm or any other potentially contaminating or destructive information, data or feature.

9. Modification of this Agreement.

Certain circumstances may require us to modify the Terms of this Agreement; for example to comply with changes in the law, to better protect the data you supply or more clearly describe our operations. At least 30 days before any such change becomes effective, we will notify you via e-mail, online posting or other means. Upon acceptance of this Agreement, its Terms shall apply to you and your WERCSmart account. If you do not agree to such changes, then you must stop using the Site before such changes become effective. Your continued use of the Site after the effective date of such changes constitutes your acceptance of and agreement to such changes.

10. Payment.

Applicable fees for Services are as disclosed on the Site and are required to be made through any third-party service provider with whom we have contracted. Prices for the Services exclude all applicable taxes and telecommunication charges. Such taxes and charges are your responsibility. Fees are nonrefundable other than as specifically provided for in Section 12 below. UL may change the pricing for Services upon 30 days' notice to you. Payment must be received by UL before any Service is performed.

11. UL Intellectual Property.

The Site, the systems and procedures contained therein and all intellectual property associated with the operation of the Portal are proprietary to the UL Companies or their licensors. Any such intellectual property is protected by copyright and other intellectual property laws and treaties. UL grants you a limited, revocable, non-exclusive and non-transferable license to use and display the content only on your computing device and only for those limited purposes associated with your interaction with the



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Site. Other than with respect to a SDS, you have no right to copy, download, display, perform, decompile, reverse engineer, reproduce, distribute, transmit, modify, create derivative works of, edit, alter or enhance any of the materials in any manner. You agree not to "link," "frame" or "mirror" the Site, or any content contained on or accessible from the Site, on or from any other server or device without the advanced written authorization of UL.

12. Termination.

Services will continue until terminated by either Party upon thirty (30) days' prior written notice to the other Party. In the event UL terminates for convenience, unused prepaid fees shall be refunded. In the event of your material breach of any service agreement with us or any other UL Company, we may immediately terminate any or all service agreements including this Agreement. Your failure or inability to pay your debts and obligations in the normal course of business as well as any filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach by you of all service agreements with the UL Companies. Upon notice of termination of this Agreement, we will take immediate steps to bring the Services to a close in a prompt manner. Upon termination, we are entitled to reimbursement in full for all Services provided and any other sums due pursuant to this Agreement up to the effective date of termination, including any other direct costs and expenses incurred by us in connection with the termination.

Upon termination of this Agreement, we retain Your Information (which information shall remain subject to the confidentiality terms of this Agreement) for purposes of responding to claims with respect to information we provide to WERCSmart Recipients.

13. Trademarks and Representations.

Without the prior written consent of the appropriate UL Company and other than any logo appearing on a SDS generated through our Services, you are not authorized to utilize any trademark belonging to a UL Company. As indicated on the Site, the Services provide regulatory and, in some cases, sustainability data to WERCSmart Recipients. WERCSmart does not make an evaluation of the quality, efficacy, or reliability of your product. A WERCSmart assessment does not constitute any type of endorsement or rejection of your product. You are not authorized to make any representations contrary to the foregoing.

14. Choice of Law and Location for Resolving Disputes.

Claims for enforcement, breach or violation of duties or rights under this Agreement will be adjudicated under the laws of the State of New York, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Albany County, New York, USA in all disputes arising out of or relating to the use of the Services.

15. Statute of Limitations.



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You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Subcontracting

You agree that we may subcontract this Service to any UL Company or other third parties subject to our requirements. We will provide as a term of any such subcontract that the subcontractor will meet our current qualification requirements, including complying with the confidentiality requirements of this Agreement. UL will be responsible for any breach of this Agreement by its subcontractors.

17. Interpreting the Agreement; Assignment.

The failure of any UL Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. UL may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense any rights in the Service or your Billing Account. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and UL with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and UL with respect to the Services. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. No text or information set forth on any other purchase order, preprinted form, document or other agreement not offered by UL pursuant to Section 10 hereof shall add to or vary the terms and conditions of this Agreement.

18. Special EU Disclosure.

If you have requested authoring of a Safety Data Sheet for use in the European Union, please note that in instances where no harmonized classification exists for a substance under the EU Classification and Labeling regulation, self-classification is mandated. Using existing publically available data, including any toxicology data, we determine a classification in accordance with the Classification, Labeling and Packaging Regulation [Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008] (the "CLP Regulation"). Please note that manufacturers and importers may have notification obligations. Please consult REACH Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 to understand fully your obligations. WE ASSUME NEITHER RESPONSIBILITY FOR THIS CLASSIFICATION NOR FOR ANY REQUIRED SUBSTANCE NOTIFICATION TO THE EUROPEAN UNION CLASSIFICATION & LABELING INVENTORY MAINTAINED BY THE EUROPEAN CHEMICALS AGENCY (ECHA).

19. Electronic Signature.



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This Agreement shall be executed and delivered by your electronic acceptance online, which constitutes your signature. UL's electronically or other properly stored copies of this Agreement, as signed by you shall be the true, complete, valid, authentic and enforceable copies of these documents, and you agree that you shall not contest the admissibility or enforceability of UL's copies of them in a court or any proceeding arising out of such documents. Further, by accepting this Agreement and clicking "I Agree", you acknowledge and agree that this is a legally binding electronic agreement which you fully understand the terms of and are authorized by your company or employer to enter into in connection with your use of the Site.