

## Hydrasearch Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

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**By accessing or using the Hydrasearch Site, or by clicking or otherwise indicating your agreement when this option is made available to you (whether you are using the site as a guest or as a registered user), you accept and agree to be legally bound by the Terms of Use.** If you do not agree to the Terms of Use, you must not access or use the Hydrasearch Site.

The Hydrasearch Site is a business-to-business site intended and offered only for use by customers or potential customers, suppliers, partners or employees of Hydrasearch, with requisite authority and legal capacity to form a binding contract with Hydrasearch and meet this requirement. If you do not meet these requirements, you must not access or use the Hydrasearch Site.

**Online Orders.** All purchases, orders and other transactions through the Hydrasearch Site or resulting from your visits, are governed by the rules, policies, guidelines, warranties, and other terms and conditions that are specific to such transactions (“Transaction Terms”). You agree to comply with the Transaction Terms and agree that the Transaction Terms will have priority and control with respect to the corresponding transaction.

**Changes to these Terms of Use.** We may revise and update these Terms of Use (or any Transaction Terms) from time to time in our sole discretion. All changes are effective immediately when We post them and apply to all access to and use of the Hydrasearch Site after posting. Your continued use of the Hydrasearch Site following the posting of revised terms means that you accept and agree to the changes. We advise that you periodically check the Hydrasearch Site so you are aware of any changes, as they are binding on you. If you do not agree to any revisions, you must not continue to use the Hydrasearch Site.

**Privacy.** Our Privacy Policy found in another link on our website describes our privacy practices and also applies to your use of the Hydrasearch Site. The Privacy Policy supplements and is a part of the Terms of Use.

**Intellectual Property.** The Hydrasearch Site and its contents, features and functionality (including without limitation, the information, text, graphics, images, audio, video, catalogs, inventory, and the selection, design, look-and-feel, and arrangement) (collectively, the “Hydrasearch IP”) are the property of Hydrasearch and its licensors, and/or the providers of such materials, and are protected by US and international copyright, trademark, patent, and other intellectual property or proprietary rights laws. Hydrasearch IP is made available solely for and in connection with your authorized, lawful use of the Hydrasearch Site, and Hydrasearch IP may not be copied, stored, distributed, modified, displayed, performed, republished, excerpted, or otherwise used or exploited for any purpose, including by the creation of any derivative works. All rights not granted expressly are reserved.

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**Security and Responsibility for Your Account.** You agree that you are solely responsible for your own security in using the Hydrasearch Site, and for implementing any precautions you consider to be necessary or appropriate for your use of the Hydrasearch Site. You agree to provide and to maintain correct, current, and complete information for any registration or account that you may establish with Hydrasearch. You are further solely responsible for assuring the security and confidentiality of your account information, including the security and confidentiality of your passwords. It is your responsibility to notify Hydrasearch immediately and to take appropriate action under the circumstances if you know or suspect that there is any breach of your account.

For any account you establish for or use with Hydrasearch or the Hydrasearch Site, you must complete the registration process by providing Us with current, complete and accurate information as provided in the applicable registration form. You agree that Hydrasearch is the sole owner of the information collected via the Hydrasearch Site. Furthermore, you are entirely responsible for any and all purchases, transactions, orders, and other activities that occur under or using your account.

**User Contributions.** The Hydrasearch Site may contain features or functionality allowing you to interact with Hydrasearch, including but not limited to message boards, chat functionality, forums, and messaging (“Interactive Services”), or to post, submit or otherwise transmit content or materials (“User Contributions”). All User Contributions must comply with these Terms of Use and other acceptable use policies of Hydrasearch, as such may be posted from time to time. Any User Contribution you post to the site will be considered non-confidential and non-proprietary, regardless of whether it is marked or designated as confidential. By providing any User Contribution on the Hydrasearch Site, you grant Us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings. By providing a User Contribution, you represent and warrant that:

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2. The User Contribution complies with these Terms of Use.

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You are responsible for any User Contributions you submit or contribute, and you, not Hydrasearch, have full responsibility including for its legality, reliability, accuracy, completeness, currency, and appropriateness. Hydrasearch is not responsible or liable to any third party for any User Contributions.

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**Termination of Access.** Hydrasearch reserves and shall have the right to terminate or limit your access to any or all of the Hydrasearch Site, for any reason, without liability. Without limiting the preceding, any violation of these Terms of Use shall automatically terminate your authorization to use or to access the Hydrasearch Site.

**Disclaimer of Warranty.** THE HYDRASEARCH SITE, INCLUDING WITHOUT LIMITATION ALL CONTENT, INFORMATION, PRODUCTS, AND SERVICES MADE AVAILABLE TO YOU VIA THE HYDRASEARCH SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HYDRASEARCH OR ANY OF ITS AFFILIATED ENTITIES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, ARISING FROM OR RELATED TO THIS AGREEMENT, THE HYDRASEARCH SITE OR ITS USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT HYDRASEARCH'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE HYDRASEARCH SITE AND ITS USE SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES INCURRED, NOT TO EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID FOR THE TRANSACTION OR SERVICE DIRECTLY GIVING RISE TO THE DAMAGE.

THE PRECEDING LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY TO ALL TYPES AND CAUSES OF ACTION, INCLUDING FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, RELIANCE, NEGLIGENCE, AND OTHER TORTS, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

We do not exclude or limit in any way our liability to you where or to the extent it would be unlawful to do so, including regarding limitations or exclusions of liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation where the law prohibits such limitations or exclusions.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Transaction Terms.

**Additional Acknowledgement.** If you are a business user, without limiting any of the preceding, for the avoidance of ambiguity or doubt, we exclude all implied conditions, warranties, representations or other terms that may apply to the Hydrasearch Site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Hydrasearch Site, (ii) use of or reliance on any content displayed on the Hydrasearch Site, or (iii) loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

**Indemnity.** You agree to defend, indemnify, and hold harmless Hydrasearch, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Hydrasearch Site, including, but not limited to, your User Contributions, any use of the Hydrasearch Site's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Hydrasearch Site.

**Governing Law and Jurisdiction.** All matters relating to the Hydrasearch Site and to these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by, enforced, and construed in accordance with the internal laws of the State of Maryland, USA, without giving effect to any choice or conflict of law provision or rule.

If a court of competent jurisdiction holds that the preceding choice of governing law is unenforceable for any reason, then you and We agree that all matters relating to the Hydrasearch Site and to these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by, enforced, and construed in accordance with the internal laws of the United Kingdom.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Hydrasearch Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, USA, in each case located in the City of Baltimore, although We reserve and retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence, incorporation, or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. **You and Hydrasearch each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.**

**Arbitration.** At Hydrasearch's sole discretion, We may require you to submit any disputes arising from these Terms of Use or use of the Hydrasearch Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Maryland law.

**Waiver and Severability.** No waiver by Hydrasearch of any term or condition set out in these Terms of Use 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 Hydrasearch to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent consistent with applicable laws and giving effect to the maximum extent reasonably possible to the original provision, such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Geographic Restrictions.** Access to the Hydrasearch Site may not be legal by certain persons or in certain countries. If you access the Hydrasearch Site from outside the United States, you do so on your own initiative and are solely responsible for assuring your compliance with local laws.