

Interstate Technology and Regulatory Council (ITRC) Terms of Service

Introduction

Your use of this website (www.itrcweb.org) (the "ITRC Website") and the materials provided through the ITRC Website are subject to the following Terms of Service. By accessing or using this site you agree to these Terms of Service.

These terms may be changed from time to time by posting on the ITRC Website, so please check periodically to ensure you understand the terms covering your use of the ITRC Website. Additionally, your use of ITRC documents and other materials provided through the ITRC Website may be subject to additional terms and conditions; you should check such materials and the instructions on downloading for such additional terms.

About ITRC

The ITRC Website is owned and operated by the Interstate Technology & Regulatory Council (the "ITRC" and the terms "ITRC," "we", and "our" as used herein refer to such organization). ITRC is a public-private coalition working to reduce barriers to the use of innovative environmental technologies and approaches so that compliance costs are reduced and cleanup efficacy is maximized.

This material was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof and no official endorsement should be inferred.

ITRC Membership

Individuals who have an interest in participating in ITRC's work process, are qualified to contribute to the organization, meet other ITRC membership requirements, may establish a membership profile with ITRC and become ITRC Members. ITRC Members are typically state and federal environmental regulators, federal agency representatives, industry representatives, public/tribal stakeholders, and academics. More information on ITRC membership is available on the ITRC Website.

Persons registering as ITRC Members are representing and agreeing: (i) that all information they submit in connection with such registration is accurate and complete, (ii) that they agree to comply with guidelines for ITRC membership that the ITRC may establish from time to time, (iii) that they will not publish the information found within sections of the ITRC Website provided for ITRC Members only without permission and unless they have the right to such

publishing, and (iv) that they will not spam or harass other ITRC Members or otherwise use ITRC Member contact information for illegal or abusive purposes.

What ITRC Provides

ITRC develops information resources and helps break down barriers to the acceptance and use of technically sound innovative solutions to environmental challenges through an active network of diverse professionals. ITRC produces documents and training courses that broaden and deepen technical knowledge and expedite quality regulatory decision making, while protecting human health and the environment. The ITRC Website provides access to these documents and training courses. Portions of the ITRC Website provide the opportunity for ITRC Members to identify and contact other ITRC Members. Information provided in the ITRC Website is provided as-is, and there is no guarantee or warranty that such information is accurate, up-to-date or complete.

Who ITRC Services Are For

General Users

Use of the ITRC Website is available to all persons age 13 and over who agree by these Terms of Service. The ITRC Website may not be used for purposes not in accordance to applicable law. Portions of ITRC Website may be restricted to ITRC Members and certain materials may indicate that they are provided for ITRC Members only.

ITRC Members

ITRC Members may have access to additional information and materials, including portions of ITRC Website provided for use solely by ITRC Members, ITRC staff/contractors, the ITRC Board of Advisors and others.

Customers

Additionally, certain materials and services are available for ITRC Customers who pay or agree to pay for the use of such materials.

Privacy

Please review the [ITRC Privacy Policy](#) for an understanding of how we treat information that may be submitted through the ITRC Website or otherwise collected in connection with use of the ITRC Website.

Allowable Content and Use

Documents, training curricula, and other print or electronic materials created by the Interstate Technology and Regulatory Council (“ITRC” and such materials are referred to as “ITRC Materials”) are the property of ITRC under United States intellectual property law and international conventions. ITRC Materials, such as information from ITRC documents, ITRC training slides, and graphics from documents or other print or electronic materials, may not be used for profit. ITRC Materials can be used for educational and training purposes with the conditions outlined below. If you have a question regarding proper use of ITRC Materials, please contact the ITRC Director at 202-266-4933 or itrc@itrcweb.org.

ITRC Materials can be used for educational and training purposes with the following conditions (use of ITRC Materials for profit is not permitted):

- 1) Proper attribution and credit to ITRC must be given (the proper reference for each ITRC document is listed in the document forward);
- 2) Content or format must not be changed from that published by ITRC;
- 3) The ITRC disclaimer should be included or presented (see below for disclaimer language); and
- 4) If the use is not sanctioned by ITRC, state that the use is not sanctioned by ITRC and the user is not providing an ITRC-sanctioned activity. ITRC requests that the user make a statement such as: “While I am using materials produced by ITRC, today’s presentation is not an official ITRC training course and this training course (or “presentation” as appropriate) as a whole has not been reviewed or approved by ITRC.”

The rights provided herein for use of ITRC Materials is a limited license, and ITRC reserves the right to revoke such license at any time if it determines in its discretion that use of the ITRC Materials does not comply with ITRC’s Terms of Service (see www.itrcweb.org) or applicable law. Please note that some ITRC Materials belong to other providers and, in such cases, permission to use such information should be obtained directly from the appropriate author.

The following disclaimer should be inserted into each use of ITRC Materials:

This material was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof and no official endorsement should be inferred.

The information provided in documents, training curricula, and other print or electronic materials created by the Interstate Technology and Regulatory Council (“ITRC” and such materials are referred to as “ITRC Materials”) is intended as a general reference to help regulators and others develop a consistent approach to their evaluation, regulatory approval, and deployment of environmental technologies. The information in ITRC Materials was formulated to be reliable and accurate. However, the information is provided "as is" and use of this information is at the users’ own risk.

ITRC Materials do not necessarily address all applicable health and safety risks and precautions with respect to particular materials, conditions, or procedures in specific applications of any technology. Consequently, ITRC recommends consulting applicable standards, laws, regulations, suppliers of materials, and material safety data sheets for information concerning safety and health risks and precautions and compliance with then-applicable laws and regulations. ITRC, ERIS and ECOS shall not be liable in the event of any conflict between information in ITRC Materials and such laws, regulations, and/or other ordinances. The content in ITRC Materials may be revised or withdrawn at any time without prior notice.

ITRC, ERIS, and ECOS make no representations or warranties, express or implied, with respect to information in ITRC Materials and specifically disclaim all warranties to the fullest extent permitted by law (including, but not limited to, merchantability or fitness for a particular purpose). ITRC, ERIS, and ECOS will not accept liability for damages of any kind that result from acting upon or using this information.

ITRC, ERIS, and ECOS do not endorse or recommend the use of specific technology or technology provider through ITRC Materials. Reference to technologies, products, or services offered by other parties does not constitute a guarantee by ITRC, ERIS, and ECOS of the quality or value of those technologies, products, or services. Information in ITRC Materials is for general reference only; it should not be construed as definitive guidance for any specific site and is not a substitute for consultation with qualified professional advisors.

Your Use of the ITRC Website

ITRC services and materials are provided as-is, and we do not warrant or represent the continued availability of our services, content or submissions from our members or other providers. In addition, some or all of our services may be in ‘beta’ stage from time to time and may contain bugs, errors and mistakes causing the services not to work, or to work other than as intended. We expressly disclaim each and every warranty, implied or express, including without limitation any warranty of merchantability or fitness for a particular purpose with regard to the ITRC Website and the materials provided through the ITRC Website.

While we have the right to monitor activity and content associated with the ITRC Website, we are not obligated to do so. We do not guarantee the accuracy, integrity or quality of any content submitted by users to the ITRC Website. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using the ITRC Website, you may be exposed to content that you find offensive or objectionable. You can contact ITRC at itrc@itrcweb.org to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or subscriptions. We also, however, reserve the right to not take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the ITRC Website.

With regard to events advertised through the ITRC Website, schedules and availability of facilities and personnel change, and we do not guarantee that such events will be held when and where originally advertised (or at all), or that the materials to be covered and persons slated to present the materials will be the same at the actual event. If you have paid ITRC for an event and it is cancelled by us for reasons within our control, or if it is rescheduled for a materially different time or location, we may offer refunds. However, we are not responsible for refunds for other changes in scheduled events, if you are not able to attend for other reasons, and we are not responsible for reimbursing other costs you may have incurred in connection with planned attendance at an event, including without limitation travel and lodging expenses.

We also reserve the rights to resell third party services or allow third party services to advertise or post on the ITRC Website from time to time. We may also provide links or forward visitors to websites that are not operated by ITRC. These third part sites and services are provided by another party, and we are not responsible for, nor do we make any guarantees, warranties or representations with regard to such sites and services.

Indemnity

By accepting these Terms of Service, you agree to indemnify and otherwise hold harmless ITRC, its managers, officers, employees, agents, subsidiaries, affiliates and other partners, and successors and assigns from any direct, indirect, incidental, special, consequential or exemplary damages resulting from (i) your use of the ITRC Website and materials provided through the ITRC Website; (ii) unauthorized access to or alteration of your communications with or through the ITRC Website, or (iii) any other matter relating to the ITRC Website. Any business transactions which may arise between users from their use of the ITRC Website are the sole responsibility of the users involved, and we disclaim any and all responsibility for such transactions.

You expressly understand and agree that ITRC shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of such damages). Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will our total cumulative liability exceed US \$50.00.

Trademarks

ITRC, the ITRC logo, the ITRC Industry Affiliate Program (“IAP”) logo, the tagline “Advancing Environmental Solutions” and other logos and names relating to ITRC and its programs are trademarks of ITRC. You agree not to display or use these trademarks in any manner without our prior written permission.

Digital Millennium Copyright Act (DMCA)

It is our policy to respond to valid DMCA takedown notices of alleged copyright infringement. These notices must include all of the information below, as suggested by the U.S. Digital Millennium Copyright Act. Our response to valid takedown notices may include removing the infringing material, and suspending subscriber accounts. We will also contact the owner of the affected site so that they may make a counter notification. To file a notice of infringement with us, you must provide a formal communication (by regular mail or email) that includes the items specified below.

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon. Identification means a link to the original work or a description of what is being copied;
2. Identify the material that is infringing on the work in item #1; for example, provide a link to an ITRC Website page with the material on it;
3. Provide your contact information, email address, and phone number;
4. Include the statement: "I have a good faith belief that use of the copyrighted materials described as allegedly infringing is not authorized by the copyright owner, its agent, or the law.";

5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Send this information to:

Interstate Technology & Regulatory Council

1250 H Street, NW, Suite 850

Washington, DC 20005

itrc@itrcweb.org

202-266-4920

How to Contact Us

Should you have other questions or concerns about these Terms of Service, please e-mail ITRC at itrc@itrcweb.org.

Miscellaneous

You will not attempt to reverse engineer, decompile or otherwise reconstruct our software code, whether the code relating to the ITRC Websites or our products and services, and you agree not to re-face or link to any ITRC Website within a frame in a manner designed to represent or imply that any of our products or services are your or another third party's product or service. These Terms of Service and any claims arising out of or related to use of the ITRC Website or any of our products or services shall be governed by the internal laws of the District of Columbia (without regard to the choice-of-law or conflict-of-law provisions of any jurisdiction). Any and all such claims shall be heard in the courts in the District of Columbia, which shall be the sole and exclusive venue for litigation arising out of these Terms of Service or use of the ITRC Website or materials provided through the ITRC Website. You agree to personal and subject matter jurisdiction of such courts and hereby waive any challenge to such jurisdiction based upon forum non conveniens or the like. You agree that we may move such exclusive venue by updating these terms, including in connection with a change in our headquarters or acquisition by third party. The section titles of these Terms of Service are displayed for convenience only and have no legal effect. Please send any questions or comments or report violations of these Terms of Service to itrc@itrcweb.org.