

# END USER AGREEMENT & DISCLAIMER

Direct Link Corporation and New Hampshire Automobile Dealers Association (NHADA)

This End User Agreement and Disclaimer (the "Agreement") is a binding agreement between the user, customer, subscriber, account holder, organization, or other individual or entity accessing or using the Service (collectively, the "User") and Direct Link Corporation and the New Hampshire Automobile Dealers Association ("NHADA") (collectively, the "Providers"). By accessing, browsing, registering for, uploading to, downloading from, or otherwise using the Service, the User agrees to be bound by this Agreement.

## 1. ACCEPTANCE OF TERMS

By using the Service, the User acknowledges that the User has read, understood, and agrees to this Agreement. If the User is using the Service on behalf of a company, dealership, employer, or other entity, the User represents and warrants that the User has authority to bind that entity to this Agreement. If the User does not agree to these terms, the User must not access or use the Service.

## 2. NATURE OF THE SERVICE

The Service may provide access to safety data sheets ("SDS"), product records, product identifiers, manufacturer or supplier information, uploaded documents, extracted text, search results, and related materials. The Service may obtain, host, display, process, transmit, or make available information from third-party vendors, public or private data sources, automated extraction tools, user uploads, application programming interfaces, integrations, or other external systems.

## 3. INFORMATIONAL PURPOSES ONLY

All SDS materials, product data, and related content made available through the Service are provided solely for general informational and administrative convenience. The Service is not a substitute for official manufacturer documentation, workplace hazard communication procedures, legal review, environmental review, medical guidance, regulatory compliance review, or professional safety judgment.

## 4. NO WARRANTY

THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, TIMELINESS, QUALITY, QUIET ENJOYMENT, OR THAT THE SERVICE WILL MEET THE USER'S REQUIREMENTS.

## 5. NO VERIFICATION OR GUARANTEE OF CONTENT

The User acknowledges and agrees that the Providers do not create most SDS content and do not independently verify, certify, monitor, validate, or guarantee the truth, accuracy, completeness, legality, currency, formatting, classification, hazard designation, or regulatory sufficiency of any SDS or related content made available through the Service. Content may be incomplete, duplicated, improperly matched, outdated, mistranscribed, corrupted, delayed, or associated with the wrong product.

## 6. NO PROFESSIONAL, LEGAL, MEDICAL, OR REGULATORY ADVICE

The Service does not provide legal advice, regulatory advice, environmental advice, occupational safety advice, industrial hygiene advice, toxicology advice, medical advice, or any other professional advice. The User is solely responsible for consulting appropriate qualified professionals and official source documents before relying on any information made available through the Service.

## **7. USER RESPONSIBILITY**

The User is solely responsible for: (a) verifying the identity, applicability, and accuracy of every SDS and related document; (b) ensuring that the correct and current SDS is used for the applicable product and jurisdiction; (c) complying with all applicable federal, state, and local laws, regulations, and workplace obligations; (d) implementing appropriate workplace safety procedures, labeling, training, storage, and response measures; and (e) maintaining any records, backups, and internal controls the User deems necessary.

## **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, DATA, USE, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SERVICE, THIS AGREEMENT, OR ANY CONTENT MADE AVAILABLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. DAMAGES SPECIFICALLY EXCLUDED**

Without limiting the foregoing, the Providers shall not be liable for any damages, claims, losses, costs, or liabilities arising from or relating to: personal injury; illness; death; property damage; fire; explosion; exposure incidents; workplace accidents; unsafe handling or storage; labeling errors; product mismatches; missing, inaccurate, or outdated SDS content; failed audits; OSHA, EPA, DOT, state, or local regulatory actions; fines; penalties; citations; reporting failures; insurance issues; lost records; or interrupted business operations.

## **10. LIABILITY CAP**

To the maximum extent permitted by law, the total cumulative liability of the Providers for any and all claims arising out of or related to the Service or this Agreement shall not exceed the total amount, if any, actually paid by the User to the Providers for access to the Service during the twelve (12) months immediately preceding the event giving rise to the claim. If the Service is provided without charge, then the Providers shall have no monetary liability whatsoever.

## **11. SYSTEM AVAILABILITY; NO SERVICE LEVEL AGREEMENT**

The Providers do not guarantee that the Service will be uninterrupted, continuously available, secure, timely, accurate, complete, or error-free. The Service may become unavailable or degraded due to planned maintenance, emergency maintenance, software updates, infrastructure changes, internet outages, hosting failures, third-party outages, data-source interruptions, congestion, cyber incidents, equipment failures, or causes beyond the Providers' reasonable control. No service level agreement or uptime commitment applies unless expressly set forth in a separate signed written agreement.

## **12. NO LIABILITY FOR DOWNTIME OR UNAVAILABILITY**

The Providers shall not be liable for any loss, damage, claim, delay, interruption, missed deadline, lost business opportunity, or inability to access SDS information or other content caused by any period of

unavailability, inaccessibility, interruption, slowdown, suspension, degradation, or failure of the Service.

### **13. FORCE MAJEURE**

The Providers shall not be responsible or liable for any failure, delay, loss, or damage resulting from causes beyond their reasonable control, including without limitation acts of God, natural disasters, fire, flood, severe weather, utility failures, telecommunications failures, internet or cloud outages, labor disputes, epidemics, pandemics, war, terrorism, civil unrest, governmental action, embargoes, transportation interruptions, cyberattacks, ransomware, data-center failures, or failure of third-party vendors, suppliers, or service providers.

### **14. THIRD-PARTY CONTENT, SERVICES, AND APIs**

The Service may depend on third-party content providers, software vendors, hosting platforms, scanning tools, OCR tools, extraction engines, APIs, and other external systems. The Providers do not control and are not responsible for the availability, performance, legality, security, content, output, actions, omissions, or errors of any third-party service. Any interruption, defect, mismatch, or failure attributable in whole or in part to a third-party source is outside the Providers' responsibility.

### **15. USER UPLOADS AND SUBMITTED MATERIALS**

If the User uploads, imports, transmits, submits, or stores any document, file, image, text, product data, barcode, or other material through the Service, the User represents and warrants that the User has all necessary rights and permissions to do so. The User is solely responsible for all uploaded or submitted content and for ensuring that such content is lawful, accurate, non-infringing, and appropriate for use.

### **16. DATA LOSS AND BACKUPS**

The Providers do not guarantee preservation, retention, recovery, or integrity of any data, including uploaded files, extracted data, search results, mappings, account records, logs, or other content. The User acknowledges that data may be lost, deleted, corrupted, overwritten, delayed, or become inaccessible. The User is solely responsible for creating and maintaining backup copies of all critical documents and data.

### **17. PROHIBITED USE**

The User shall not: (a) use the Service for any unlawful, fraudulent, or misleading purpose; (b) rely exclusively on the Service as the sole means of legal, safety, environmental, or regulatory compliance without independent verification; (c) upload false, misleading, malicious, unauthorized, or infringing content; (d) interfere with or disrupt the Service; (e) attempt unauthorized access to any system or data; or (f) use the Service in any manner that could expose the Providers to liability or regulatory risk.

### **18. INDEMNIFICATION**

The User shall defend, indemnify, and hold harmless the Providers and their respective officers, directors, employees, agents, contractors, affiliates, successors, and assigns from and against any and all claims, demands, actions, proceedings, damages, judgments, settlements, penalties, fines, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) the User's use of the Service; (b) the User's reliance on SDS or other content; (c) the User's breach of this Agreement; (d) the User's violation of law; or (e) the User's uploaded, submitted, or transmitted content.

### **19. SUSPENSION AND TERMINATION**

The Providers may suspend, restrict, or terminate access to the Service, in whole or in part, at any time, with or without notice, for any reason or no reason, including suspected misuse, security concerns, legal compliance needs, nonpayment, inactivity, technical issues, or breach of this Agreement. The Providers shall have no liability arising from any such suspension or termination.

## **20. INTELLECTUAL PROPERTY**

Except for third-party materials and User-submitted content, the Service, including its software, design, organization, layout, features, and related materials, is owned by or licensed to the Providers and is protected by applicable intellectual property laws. No ownership right is transferred to the User by reason of access to or use of the Service.

## **21. GOVERNING LAW**

This Agreement and any dispute arising out of or relating to the Service or this Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to conflict of law principles.

## **22. VENUE AND JURISDICTION**

Any legal action or proceeding arising out of or relating to this Agreement or the Service shall be brought exclusively in the state or federal courts located in New Hampshire, and the User irrevocably consents to the jurisdiction and venue of those courts.

## **23. ELECTRONIC ACCEPTANCE**

The User agrees that acceptance of this Agreement by electronic means, including clicking an acceptance checkbox, selecting an acknowledgment option, creating an account, submitting information, or using the Service, constitutes valid and legally binding acceptance of this Agreement.

## **24. MODIFICATIONS**

The Providers may revise or update this Agreement from time to time. Any updated version may be posted through the Service or otherwise made available electronically. Continued use of the Service after an update becomes effective constitutes acceptance of the revised Agreement.

## **25. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

## **26. WAIVER**

No waiver by the Providers of any term, condition, or breach shall be deemed a further or continuing waiver of such term, condition, or breach or a waiver of any other term, condition, or breach.

## **27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the User and the Providers with respect to the Service, except to the extent a separate signed written agreement expressly governs the same subject matter.

## **28. CONTACT**

Questions regarding this Agreement should be directed through the Providers' official business channels.