

Terms of Use

Underwriters Laboratories Inc. (“UL”) welcomes you to the Safety Smart® website (the “Site”)! Please be sure to get have your parents review and discuss these Terms of Use.

1. Acceptance of Terms. UL provides you with access to the Site, and the features and services from the Site such as embedded video, postings, etc., subject to the following Terms of Use (“Terms”). By accessing and using the Site, you accept and agree to be legally bound by the terms and conditions contained in the Terms. If you do not agree to these Terms, you should not access or use the Site.

These Terms may be updated, added to or deleted from by UL from time to time without notice to you. You can review the most current version of the terms at <http://ulsafetysmart.com/terms.pdf> . Any such modifications, additions or deletions will be effective immediately upon posting. Your continued use of the Site after such posting shall be deemed to constitute acceptance by you of the changes. Also, UL may change or discontinue any aspect, service or feature of the Site (e.g., content, availability, etc.) at any time.

2. Contests, Sweepstakes and Other Activities

UL provides additional terms and conditions, rules and/or guidelines (“Additional Terms”) for certain activities on this Site including without limitation contests and sweepstakes. These Terms are incorporated by reference to the specific Additional Terms which appear in connection with information about a particular activity. To the extent that any conflict exists between these Terms and Additional Terms, the Additional Terms for the activity in which you choose to participate control.

3. User Content

The Site contains message boards (e.g., UL Safety Wall) and other areas where you may post or upload messages or other user-generated content such as video, photos, blogs, comments, or other materials (collectively, “User Content”). You are solely responsible for all User Content you upload or post to the Site. UL does not control the User Content and, as such, does not guarantee the accuracy, integrity or quality of such User Content. In no event shall UL assume or have any responsibility or liability for any User Content or for any claims, damages or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information it contains and that such User Content shall not infringe, violate or misappropriate any intellectual property or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You acknowledge that UL may or may not pre-screen User Content, but that UL and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available on the Site. Without limiting the foregoing, UL and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable.

UL does not claim ownership of any User Content you post, submit or upload to the Site. By submitting, posting or uploading User Content to the Site, you automatically and hereby grant to UL, its affiliates and subsidiaries a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use, publish, perform, display, exhibit, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

If you post or upload any User Content to the Site, you further agree to the following rules of conduct:

- You agree not to post or upload any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;
- You agree that if necessary, you have the consent of each and every identifiable person in any User Content you upload or post to use such person's name or likeness in the manner contemplated by the Site;

- You agree not to post or upload any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- You agree not to post or upload any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
- You agree not to post or upload any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
- You agree not to post or upload User Content which contains advertising, marketing or any solicitation for products or services, or any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- You agree not to impersonate any person or entity, including, but not limited to, any UL employee, or falsely state or otherwise misrepresent your affiliation with any person or entity
- You agree not to "stalk" or otherwise harass another;
- You agree not to collect or store personal data about other users or otherwise violate another user's privacy;
- You agree not to post or upload any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site; and
- You agree not to upload or post any User Content that violates, infringes or misappropriates any third party's copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by UL, in its sole discretion, to have violated the rights of others shall be barred from submitting or posting any further material on the Site.

3. Suggestions Submitted to UL

By submitting ideas, suggestions, documents, and/or proposals ("Suggestions") to UL through its suggestion or feedback pages, you acknowledge and agree that: (a) your Suggestions do not contain confidential or proprietary information; (b) UL is not under any obligation of confidentiality, express or implied, with respect to the Suggestions (c) UL may use or disclose (or choose not to use or disclose) your Suggestions for any purpose, in any way, in any media worldwide; (d) UL may have something similar to the Suggestions already under consideration or in development; (e) your Suggestions automatically become the property of UL without any obligation of UL to you and you hereby assign to UL all right, title and interest (including all intellectual property rights) in such Suggestions; and (f) you are not entitled to any compensation or reimbursement of any kind from UL under any circumstances.

4. UL's Intellectual Property Rights.

You acknowledge that the Site contains text, software, logos, slogans, photos, video, graphics, music and sound, and other content (collectively "Content") that is protected by copyright, trademark, trade dress, patent, trade secret and/or other intellectual or proprietary rights. The Content and all rights therein is the exclusive property of UL or its licensors. Without limiting the generality of the foregoing, UL owns copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in some or all of the content original to it. You may not copy, modify, decompile, reverse engineer, publish, distribute, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content in whole or in part without the express permission of UL and its licensors or as

otherwise expressly permitted by applicable law. You acknowledge that you do not acquire any ownership rights in the Content by use of the Site.

You agree that all of UL's trademarks, trade names, service marks and other UL logos and brand features (collectively, "UL Marks") and the exclusive property of UL. Without UL's prior written permission, you agree not to display or use the UL Marks in any manner. Without limiting the generality of the foregoing, nothing herein shall be construed as granting you any rights to use any UL certification marks.

5. Advertisements and Promotions

UL may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. UL is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

6. Links

The Site may include, or third parties may provide, links to other websites or resources. You acknowledge and agree that UL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that UL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

7. Disclaimer of Warranty; Limitation of Liability.

A. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UL, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (ii) NON-INFRINGEMENT; (iii) THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iv) WITH RESPECT TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE.

B. NEITHER UL, ITS SUBSIDIARIES AND AFFILIATES, EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS OR LICENSORS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OF THE SITE OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

C. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

D. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UL, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, CONTENT PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF UL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

8. Indemnification.

You agree to indemnify and hold UL, its subsidiaries and affiliates, and each of their respective trustees, officers, employees, agents, contractors, partners, content providers and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (A) Content you submit, post, transmit, modify or otherwise make available through the Site; (B) your use of the Site; (C) your violation of these Terms; or (D) your violation of any rights of another.

9. Termination.

UL may terminate, limit or suspend your access to the Site at any time without notice to you. Grounds for such termination, limitation of access or suspension include without limitation: (A) breaches or violations of these Terms (including any Additional Terms); (B) requests by law enforcement or other government agencies; (C) discontinuance or material modification to the Site (or any part thereof); (D) unexpected technical or security issues or problems; and/or (E) engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in UL's sole discretion and that UL shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Site.

10. Copyright Compliance.

UL respects the rights of all copyright holders and has adopted and implemented a policy that provides for the termination in appropriate circumstances of users infringe the rights of copyright holders. If you believe that your work has been copied or used in a way that constitutes copyright infringement, please provide UL the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact UL at: legal.department@us.ul.com

11. Personal Information

Please refer to the Privacy Policy available at <http://ulsafetysmart.com/privacy.pdf> for information on how UL collects and uses personal information.

12. Miscellaneous.

A. Entire Agreement. These Terms (including any additional terms) constitute the entire agreement between you and UL and governs your use of the Site, superseding any prior version of these Terms between you and UL with respect to the Site. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

B. Choice of Law and Forum. You and UL each agree that these Terms and the relationship between the parties shall be governed by the laws of the state of Illinois, USA without regard to any conflict of law provisions or rules and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and UL, shall be brought exclusively in the courts located in Cook County or the U.S. District Court for the Northern District of Illinois. You and UL each agree to submit to the personal jurisdiction of the courts located within Cook County or the Northern District of Illinois, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

C. Waiver and Severability of Terms. The failure of UL to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

D. Statute of Limitations. 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 these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Last updated: September 1, 2010