PRSM™ Design Calculators

Terms of Use

Acceptance of Terms

PUROLITE IS WILLING TO GRANT YOU FREE ACCESS TO THE PUROLITE PRSM™ DESIGN CALCULATORS ("PRSM™ DESIGN CALCULATORS") ON THE PUROLITE WEBSITE ("PUROLITE SITE") FOR USE IN DESIGNING WATER TREATMENT SYSTEMS USING PUROLITE PRODUCTS ONLY UPON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED HEREIN.

BY CHECKING THE BOX NEXT TO "**I HAVE READ AND AGREE TO THE TERMS OF USE**" ON THE REQUEST ACCESS PAGE, YOU ACCEPT ALL OF THE TERMS OF USE SET FORTH IN THIS AGREEMENT.

YOU MUST ALSO AGREE TO THE TERMS OF OUR PRIVACY POLICY, WHICH IS HEREBY INCORPORATED BY REFERENCE, IN ORDER TO ACCESS THE PRSM™ DESIGN CALCULATORS.

Please review the following terms and conditions carefully. This Terms of Use (the "Terms of Use") is a legally binding contract between you ("You" or "Your") and Purolite ("Purolite", "We", "Us" or "Our") regarding Your access to and use of the Purolite Design Calculators (the "PRSM™ Design Calculators") regardless of how You access or utilize same – e.g., via a website or mobile device. In addition to any terms and conditions set forth in any other agreement between Purolite and You, You must also read, agree with, and accept all of the terms and conditions contained in these Terms of Use which include those terms and conditions expressly set out below and those incorporated by reference. You also hereby agree to the Terms and Conditions of our website. If there is any conflict between the Terms and Conditions and these Terms of Use, these Terms of Use shall prevail.

1. Changes to the Terms of Use

We reserve the right, in our sole discretion, to change, modify, or alter the Terms of Use at any time. Such changes shall become effective immediately upon the posting thereof. Your continued access and use of the PRSM™ Design

Calculators following any such change constitutes Your acknowledgement of such change and Your agreement to follow and be bound by the modified terms and conditions of these Terms of Use. The most current version of these Terms of Use will be available via hyperlink found in the footer of the Purolite Site. You acknowledge and agree that You must review the Terms of Use on a regular basis to ensure You understand all terms and conditions and changes made to such terms and conditions.

2. Changes to PRSM™ Design Calculators

We reserve the right, in our sole discretion, to modify, alter, remove, replace and/or otherwise change the PRSM™ Design Calculators at any time.

3. Password and Security

A user account for each user ("Authorized User") is required to access the PRSM™ Design Calculators. You should select a password that is obscure and known only to You. It must be at least 8 characters and must include 1 number, 1 uppercase, 1 lowercase and 1 special character. You are and shall remain solely responsible for any and all activities that occur under Your account. You shall notify Purolite immediately of any unauthorized use of Your password or account or any other breach of security that is known or suspected by You. We may use cookies and web beacons to identify Authorized Users when they register to use the PRSM™ Design Calculators and to assist Authorized Users when utilizing the various calculators in the PRSM™ Design Calculators.

4. Your Conduct

You agree not to, and shall not permit or assist any other person or entity to:

A. provide any false information, inaccurate information, or incomplete information required to access or use the PRSM™ Design Calculators;

B. upload, transmit, post, email or otherwise make available to the PRSM™ Design Calculators, any content or other material in any format that:

- is false, inaccurate, misleading, fraudulent, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, libelous and/or otherwise objectionable;
- infringes any third party's intellectual property, whether a copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy; or
- contains viruses, worms, Trojan horses, time bombs, cancelbots, Easter eggs, corrupted files, or any other similar software or

programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of any data, computer software or hardware or telecommunications equipment;

C. use the PRSM™ Design Calculators, or any information connected with or produced by the PRSM™ Design Calculators, including result, reports and the like, for or in connection with the sharing of competitively sensitive information or otherwise attempt pricing or other competitive coordination among Yourself and others, including any other Authorized Users;

D. impersonate any person or entity, including, but not limited to, another Authorized User or falsely state or otherwise misrepresent Your affiliation with a person or entity;

E. attempt, through any means, to gain unauthorized access to the PRSM™ Design Calculators, or another Authorized User's account, or attempt to decompile or reverse engineer or otherwise attempt to discover any source code contained in the PRSM™ Design Calculators;

F. use any robot, spider, other automatic device, or manual process to monitor or copy any information or content contained in or on the PRSM™ Design Calculators. Additionally, You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the PRSM™ Design Calculator and/or Purolite Site infrastructure, including, without limitation, any network, website or device used to access same, or otherwise impairs the use of same by others;

G. take any action, or refrain to act, in any way with respect to the PRSM™ Design Calculators that would cause Purolite to violate any applicable law, statute, ordinance or regulation, or that violate these Terms of Use, the Terms and Conditions or the Privacy Policy;

Without limiting any of the foregoing, the use of any device, software or routine that interferes or attempts to interfere with the proper working of the PRSM™ Design Calculators is expressly prohibited.

5. Links; Material; and Content

A. The PRSM™ Design Calculators and/or Purolite Site may contain links to third party sources, such as other websites. Such linked sources are not under the control of Purolite and are provided as a convenience. Purolite does not endorse, adopt or undertake any responsibility for the content or privacy practices of any linked source or resource, including, but not limited to, third party web presences or applications. In no event shall Purolite or its affiliates be responsible for any content or other materials on or available through such third-party sources.

B. All content and other material on the PRSM™ Design Calculators, including, without limitation, all informational text, design of and "look and

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D. You hereby acknowledge and agree that any information, data, specifications and other materials (collectively “Provided Materials”) You provide to or via the PRSM™ Design Calculators, including, without limitation, Your Project(s) and information and input related to same, is available to Purolite, and Purolite is free to access, copy, store, make derivative works from, and otherwise utilize and exploit the Provided Materials in its sole discretion, and to the extent Purolite needs any permission or rights from You to access, copy, store, use, combine, make derivative works from, or otherwise utilize or exploit all such Provided Materials, You hereby grant to Purolite, and Purolite hereby accepts, all such rights and permissions, including waiving or not enforcing any moral rights or the like. Without limiting the foregoing, You shall execute additional documents and take further actions, at Purolite’s expense, as reasonably required to evidence Purolite’s rights as set forth herein.

E. As between You and Purolite, Purolite shall own all right, title, and interest, including all related intellectual property and other proprietary rights, to any suggestions, ideas, feedback, improvements, recommendations, or other information provided by You relating to the PRSM™ Design Calculators (“Submissions”), and You agree to, and do hereby, assign any and all rights, title and interests in and to such Submissions to Purolite for no additional consideration (and will execute additional documents and take further actions, at Purolite’s expense, as reasonably required to

evidence same). Purolite may use or not use such Submissions as it deems appropriate in its sole discretion, with no attribution, compensation or other consideration to You.

6. Limitations and Termination

Purolite, in its sole discretion, may create limitations of Your use of the PRSM™ Design Calculators, including, without limitation, the number of times You may access the PRSM™ Design Calculators. Limitations can include full termination of Your account and any access to PRSM™ Design Calculators for any or no reason at all, including Purolite's convenience.

7. DISCLAIMER OF ALL REPRESENTATIONS AND WARRANTIES

ACCESS TO AND USE OF THE PRSM™ DESIGN CALCULATORS IS AT YOUR OWN RISK. THE PUROLITE SITE AND THE PRSM™ DESIGN CALCULATORS, AND ANY RELATED CONTENT, RESULTS, INFORMATION AND MATERIALS, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT ANY OF THE FOREGOING IS ACCURATE, FREE OF DEFECTS, ERRORS, VIRUSES, MERCHANTABLE AND/OR THAT ANY IS FIT FOR A PARTICULAR PURPOSE, DESIGN OR SYSTEM, OR THAT ANY OF THE FOREGOING IS NON-INFRINGING.

WITHOUT LIMITING THE ABOVE, YOUR ACCESS TO AND USE OF THE PRSM™ DESIGN CALCULATORS IS STRICTLY CONDITIONED UPON:

(A) YOUR ACKNOWLEDGEMENT AND AGREEMENT THAT PUROLITE CANNOT KNOW AND DOES NOT DETERMINE VIA THE PRSM™ DESIGN CALCULATORS THE CONTEXT OF OR PURPOSE(S) FOR YOUR ACCESS AND/OR USE OF THE PRSM™ DESIGN CALCULATORS;

(B) YOU BEING SOLELY RESPONSIBLE FOR THE SELECTION AND OTHER DETERMINATION OF WHETHER TO USE THE PRSM™ DESIGN CALCULATOR(S), INCLUDING WHETHER ANY PRSM™ DESIGN CALCULATOR OR PUROLITE PRODUCTS ARE SUITABLE FOR YOUR SPECIFIC NEEDS;

(C) YOU BEING SOLELY RESPONSIBLE FOR THE SELECTION AND OTHER DETERMINATION OF WHICH PRSM™ DESIGN CALCULATOR(S) IS/ARE APPROPRIATE FOR YOUR SPECIFIC NEEDS AND PURPOSES;

(D) YOU BEING SOLELY RESPONSIBLE FOR INPUT OR OTHER INFORMATION OR MATERIALS YOU USE/PROVIDE TO OR IN

CONNECTION WITH THE PRSM™ DESIGN CALCULATORS, INCLUDING THE PROVIDED MATERIALS; AND

(E) YOU BEING SOLELY RESPONSIBLE FOR ANY USE OF ANY INFORMATION OR MATERIALS, INCLUDING CALCULATIONS AND/OR RESULTS, INCLUDING WITH RESPECT THE DESIGN OF A WATER TREATMENT SYSTEM.

8. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL PUROLITE, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PROPRIETORS, PARTNERS, SHAREHOLDERS, SERVANTS, AGENTS, PREDECESSORS, SUCCESSORS, ASSIGNS, OR ATTORNEYS, BE LIABLE FOR ANY DAMAGES TO YOU OR ANY THIRD PARTY BASED UPON, CAUSED BY OR CONNECTED WITH YOUR ACCESS TO AND/OR USE OF THE PRSM™ DESIGN CALCULATORS. WITHOUT LIMITING THE FOREGOING, NONE OF THE ABOVE-IDENTIFIED ENTITIES OR PERSONS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM ANY ASPECT OF YOUR ACCESS TO OR USE OF THE PRSM™ DESIGN CALCULATORS, INCLUDING BUT NOT LIMITED TO DAMAGES THAT ARISE FROM YOUR INABILITY TO ACCESS AND/OR USE THE PRSM™ DESIGN CALCULATORS, OR THE INTERRUPTION, MODIFICATION, OR TERMINATION OF THE PRSM™ DESIGN CALCULATORS OR ANY CALCULATIONS, RESULTS OR OTHER MATERIALS OF INFORMATION PROVIDED BY OR DERIVED FROM SAME.

9. Indemnification

You shall indemnify and hold harmless Purolite, its affiliates, and their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorney's fees and litigation expenses) relating to or arising from Your access to and/or use of the PRSM™ Design Calculators, including, without limitation, any breach by You of these Terms of Use.

10. Third Party Information and Materials

You shall not send to or otherwise provide Purolite with, including in connection with the PRSM™ Design Calculators, any confidential and/or proprietary information or materials, unless You have prior written authority to do so.

11. Export Controls

The PRSM™ Design Calculators are controlled and operated by Purolite from its offices within the United States of America. Purolite makes no representation that PRSM™ Design Calculators are appropriate or available for use in other locations, including access to and/or use of the PRSM™ Design Calculators from territories where their content is illegal or otherwise prohibited. If You choose to access and/or use the PRSM™ Design Calculators from other locations, You do so at Your own risk, and are and shall remain solely responsible for any and all compliance with all applicable local laws, regulations and rules.

12. Applicable Laws; Governing Laws; and Jurisdictional Issues

A. In connection with access to and use of the PRSM™ Design Calculators, You shall abide by all applicable federal, state and local laws, regulations and other applicable rules, including those pertaining to Your operation of any business, access and use of the Purolite Site or the PRSM™ Design Calculators and otherwise.

B. These Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the state of Pennsylvania, without reference to any conflicts or choice of law rules that would change the foregoing.

C. By accepting the Terms of Use, You also consent to the jurisdiction of the state and federal courts located in the Eastern District of Pennsylvania and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

13. Entire Agreement

These Terms of Use, together with other terms and conditions as may be found throughout the Purolite Site, constitute the entire agreement between You and Purolite with respect to Your access to and use of the PRSM™ Design Calculators. You acknowledge that, in providing You access to and use of the PRSM™ Design Calculators, Purolite has relied on Your agreement to be legally bound by these Terms of Use.

14. Partial Invalidity

If any part or provision of these Terms of Use is declared invalid or unenforceable under applicable law, then such part or provision will be automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, will be incorporated as a part of these Terms of Use as though originally included and the remaining parts will continue

to remain in effect. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in any proceeding relating to these Terms of Use to the same extent as if in writing and signed by each of You and Purolite.