

MAINE STANDARDS COMPANY WEBSITE TERMS AND CONDITIONS

MAINE STANDARDS COMPANY, LLC (“Maine Standards Company,” “we,” or “us”) is committed to providing a pleasant website experience and maintaining the privacy of those who visit www.mainestandards.com, www.myCalVer.com, and all related pages (collectively, the “Site”). For interpretation of these Terms & Conditions and the related Privacy Policy, certain definitions are set forth herein as quoted terms, for clarification. The page(s) related to Maine Standard’s myCalVer resource pages, including but not limited to the pages related to www.myCalVer.com shall be included in the definition of the Site, but also separately referred to as the “myCalVer Pages” when helpful for clarification. Users of the Site are referred to as “visitors,” or “you” and those visitors that have created a client-specific log-in account to access the log-in only portion of the myCalVer Pages shall be referred to as “clients.”

Use of the Site

Subject to these Terms and Conditions, you may view this Site and download or make limited printouts of text, images, graphics, and other materials on this Site (“Site Content”) only for your personal, noncommercial, informational use.

Site Content accessed by clients logged into the myCalVer Pages (“Client Content”) is provided as a component of Site Content through unique client log-in portals. The services involved in creating the Client Content, related services rendered by Maine Standards Company, and all rights, obligations, and limitations of the Client Content are governed by the terms of the client relationship. Maine Standards Company reserves all rights in Site Content not expressly granted. Your limited permission to use and access this Site is immediately and automatically revoked if you violate any of these Terms and Conditions.

Visitor Information

From time to time we may ask to collect a visitor’s user generated username and account information (for clients accessing myCalVer Pages and Client Content), domain name, e-mail address, etc. Usernames are created by clients and are used to allow unique log-in to access Client Content, and all other aggregate information collected may be used in accordance with our Privacy Policy. Maine Standards Company has no obligation to protect the identity of visitors or clients to the extent that their usage of or contribution to the Site Content, or chosen username, may provide identifying information to others.

The information we collect is used to improve the Site Content, to interact with clients helping them access Client Content, and to alert visitors about updates to the Site. The information is not shared with other organizations for commercial purposes.

Site Content and Information

Although we strive to provide the latest developments and updated information on the Site, we do not warrant the accuracy, effectiveness, or suitability of any Site Content. You assume full responsibility and all risks arising from your use of and access to the Site. The Site Content is presented “AS IS” with all faults, and may include technical inaccuracies or typographical errors. We reserve the right to make additions, deletions, or modifications to the Site Content and information at any time without any prior notification.

To the fullest extent permitted by law, Maine Standards Company:

- excludes all representations and warranties relating to this Site and the Site Content which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions; and
- excludes all liability for damages arising out of or in connection with your use of this Site. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Maine Standards Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

Links

Maine Standards Company may provide links to other websites. Maine Standards Company is not responsible for the terms & conditions or privacy practices of such other sites. Site visitors are encouraged to be aware when they leave the Site and to read the terms and conditions or privacy statements of each and every website that collects personally identifiable information.

Maine Standards Company reserves the right, in its sole discretion and without any obligation, to modify or correct any errors or omissions in any portion of the Site. If you are concerned about how your information is used, you should check back to the Site periodically.

Intellectual Property Rights in This Website and its Content

Maine Standards Company owns intellectual property rights in its trademarks (including, without limitation, MAINE STANDARDS®, VALIDATE®, MSDRX®, and MYCALVER®), service marks, logos, designs, patents, trade secrets, copyrights, trade dress, and other proprietary information of Maine Standards Company or its affiliated companies, licensors, and partners (collectively referred to as the "IP"). Some Site Content may be contributed by third parties other than Maine Standards Company, its agents, employees, or contractors, and such "Third Party Content" appearing on the Site is licensed to Maine Standards Company for inclusion on the Site, but owned by the author or creator. All Site Content other than Third Party Content is included within the scope of IP, and is protected by state, federal, and international law, including, without limitation, United States copyright, patent, and trademark laws, as well as by licensing agreements or other proprietary rights. Any permitted download or reproduction of Site Content: (1) must retain all accompanying copyright, trademark, patent, and other proprietary notices; and (2) must not be modified in any way. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit, create derivative works, or create a compilation or database from any of the Site Content without the prior written authorization of Maine Standards Company. Title to our intellectual property, this Site, and the Site Content remains with Maine Standards Company and/or its licensors, and all rights not expressly granted are reserved.

No use of the IP shown or disclosed on this Site may be made without the prior written authorization of Maine Standards Company, except to identify the products or services of Maine Standards Company. This Agreement does not grant you any right, title, or interest in these marks or any of the IP. If you wish to request written permission to use any of the IP or Site Content in a manner that is not expressly authorized herein, or to file a notice of claim of copyright infringement on or regarding this Site, please contact us at the address set forth below.

Digital Millennium Copyright Act Notice

Maine Standards Company respects the intellectual property rights of others. We reserve the right, in appropriate circumstances and within our sole discretion, to terminate the access of visitors or clients who infringe the copyright or intellectual property rights of Maine Standards Company or others through use of or access to the Site. If you believe that your work has been copied and is accessible at this Site in a way that constitutes copyright infringement, or that this Site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify us by providing us (at the address set forth herein) with the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act (the “Digital Millennium Copyright Act”), 17 U.S.C. § 512, *et seq.*

Limited Permission to Provide a Link To Our Website From Other Websites

Commercial and other websites may include a link to the Site provided that the link complies with all of the following:

- The link must lead directly to our home page(s);
- The link must not frame any of our Site content;
- The link must state that it leads to the website of “Maine Standards Company” or “myCalVer”; and
- The link and the linking website must not falsely represent or suggest any relationship between the linking website or the linking sponsor’s products and Maine Standards Company (including, without limitation, suggestions of affiliation or endorsement), unless such a relationship exists and the statement describing the relationship has been expressly approved in advance by Maine Standards Company.

We reserve the right to revoke any granted limited license to use or publish specific links at any time. If we revoke this license, you agree to immediately remove all links and references to this Site as required.

Restrictions

You may not reverse look-up, trace, or seek to trace any information on any other visitor or client, or exploit this Site or the content therein in any way for the purpose of revealing any personal identification or information, other than your own information. You agree not to use any device or routine to interfere or attempt to interfere with the proper working of, or any other person’s use of, our Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our Site or Maine Standard Company’s systems or networks, or any connected systems or networks.

By using or accessing this Site, you agree not to disrupt or intercept our electronic information posted on the Site or on any of our servers. You also agree not to attempt to circumvent any security features of our Site, and to abide by all applicable, local, state, federal, and international laws, rules, and regulations.

General Terms

If a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid or unenforceable, you agree that the other provisions of these Terms and Conditions will remain in full force and effect. This Site was created and is operated under the laws of the State of Maine. The laws of the State of Maine and the federal laws of the United States will exclusively govern, without giving

effect to any conflicts of laws principles. You agree that the only proper venue for any dispute will be the state courts of the State of Maine or the United States District Court for the District of Maine, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any dispute between us or relating in any way to this Site or the Site Content. You agree that, regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or in any way related to this Site, the Site Content, or these Terms and Conditions more than one (1) year after such claim or cause of action arose. You agree to defend, indemnify, and hold harmless Maine Standards Company and its licensors and licensees from all losses, expenses, and damages (including, without limitation, reasonable attorney fees) resulting from or relating to any information that you provide or your violation of these Terms and Conditions. No extension of time, or inaction for enforcement of these Terms and Conditions by Maine Standards Company shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Maine Standards Company in terms hereof, unless Maine Standards Company has signed a written document expressly waiving or limiting such rights. We retain the right to cede, assign, and delegate all or any of the rights and obligations held by Maine Standards Company under these Terms and Conditions, to any third party.

Contact Us

We offer several different ways for you to reach us if you have any questions, comments, or concerns related to this policy:

Email: info@mainestandards.com

Phone: 1-800-377-9684 (U.S. & Canada)
1-207-892-1300 (Outside U.S. & Canada)

Fax: (207) 892-2266 Customer Service Department

US Mail: Maine Standards Company
Customer Service Department
221 US Route 1
Cumberland Foreside, ME 04110

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