

## THE ASSOCIATION OF PLASTIC RECYCLERS TERMS OF USE

Effective Date: August 27, 2020.

### Introduction

Please read these Terms carefully before using our websites and any online services provided by The Association of Plastic Recyclers (“**The Association of Plastic Recyclers**”, “**we**”, or “**us**” or “**our**”) that post a link to these Terms (the “**Service**”). By visiting or otherwise using the Service in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in our [Privacy Policy](#).

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, limit The Association of Plastic Recyclers’ liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall Service downloads.

### Additional Terms

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise.

### Updates to these Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained in Section 10.

## 1. Ownership AND YOUR Rights TO USE THE SERVICE AND CONTENT .

**A. Ownership.** The Service and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by The Association of Plastic Recyclers, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of The Association of Plastic Recyclers, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. The Association of Plastic Recyclers owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

### B. Your Rights to Use the Service and Content.

**(i)** Your right to use the Service and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Service and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**The Association of Plastic Recyclers. Licensed Elements**”):

- 1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
- 2) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Service;
- 3) Subject to any applicable Additional Terms, if the Service includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;
- 4) If the Service includes a “Download” link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;
- 5) If made available to you, obtain a registered personal account (and/or related username and password) on the Service and interact with the Service in connection therewith, such as for the State Recycling Leaders Forum;
- 6) Link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any The Association of Plastic Recyclers names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with The Association of Plastic Recyclers or cause any other confusion, and (c) the links and the content on your website do not portray The Association of Plastic Recyclers or its services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to The Association of Plastic Recyclers. The Association of Plastic Recyclers reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and
- 7) Use any other functionality expressly provided by The Association of Plastic Recyclers on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

**C. Rights of Others.** In using the Service, you must respect the Intellectual Property and rights of others and The Association of Plastic Recyclers. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see Section 5 below.

**D. Reservation of all Rights Not Granted as to Content and Service.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Service and content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY The Association of Plastic Recyclers AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

**E. Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps or sites (“**Third-Party Services**”). For instance, portions of the Service may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make third-party content or services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-party Services.

## 2. Content You Submit AND COMMUNITY USAGE RULES.

### User-Generated Content.

**(i) General. The Association of Plastic Recyclers** may now, or in the future, offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, “**submit**”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding The Association of Plastic Recyclers Licensed Elements included therein, “**User-Generated Content**” or “**UGC**”). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.

**(ii) Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Service’s posted [Privacy Policy](#), or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, The Association of Plastic Recyclers does not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with The Association of Plastic Recyclers, please keep in mind that we do not seek any unsolicited ideas or materials for services, or even suggested improvements to services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, The Association of Plastic Recyclers retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Association of Plastic Recyclers’ receipt of your Unsolicited Ideas and Materials is not an admission by The Association of Plastic Recyclers of their novelty, priority, or originality, and it does not impair The Association of Plastic Recyclers’ right to contest existing or future Intellectual Property

rights relating to your Unsolicited Ideas and Materials.

**(iii) License to The Association of Plastic Recyclers of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion's official rules), which specifically govern the submission of your UGC, or in our [Privacy Policy](#), you hereby grant The Association of Plastic Recyclers, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to The Association of Plastic Recyclers to your UGC, you also, as permitted by applicable law, hereby grant to The Association of Plastic Recyclers, and agree to grant to The Association of Plastic Recyclers, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.A(iii).

**(iv) The Association of Plastic Recyclers' Exclusive Right to Manage Our Service.** The Association of Plastic Recyclers may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and The Association of Plastic Recyclers may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display as provided for in the [Privacy Policy](#).

**(v) Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful

right to submit the UGC and grant The Association of Plastic Recyclers the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any The Association of Plastic Recyclers obligation to obtain consent of any third-party and without creating any obligation or liability of The Association of Plastic Recyclers; (b) the UGC is accurate; (c) the UGC does not and, as to The Association of Plastic Recyclers' permitted uses and exploitation set forth in these Terms, will not infringe any Intellectual Property or other right of any third-party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

**(vi) Enforcement.** The Association of Plastic Recyclers has no obligation to monitor or enforce your Intellectual Property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at The Association of Plastic Recyclers' cost and expense, to which you hereby consent and irrevocably appoint The Association of Plastic Recyclers as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

**A. Community Usage Rules.** As a user of the Service, these Community Usage Rules (“**Rules**”) are here to help you understand the conduct that is expected of members of the Service's online communities (“**Communities**”). **(i) Nature of Rules.** Your participation in the Communities is subject to all of the Terms, including these Rules:

**(i) Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to The Association of Plastic Recyclers. (For example, if someone has taken a picture of you and your friend, and you submit that photo to The Association of Plastic Recyclers as your UGC, then you must obtain your friend's and the photographer's permission to do so.)

- 1) **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- 2) **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.
- 3) **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

- 4) **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
  - 5) **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
  - 6) **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
  - 7) **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when otherwise disclosing this type of information to others.
  - 8) **Don’t Share Other People’s Personal Information.** Your UGC should not reveal another person’s address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by The Association of Plastic Recyclers (e.g., an email address to send an email invite to a friend).
  - 9) **Don’t Damage the Service or Anyone’s Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.
  - 10) If you submit UGC that The Association of Plastic Recyclers reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.
- (ii) Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

**B. Appropriate Content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it [here](#). For alleged infringements of Intellectual Property rights, see Section 5.

### 3. Service and content USE RESTRICTIONS.

**A. Service Use Restrictions.** You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising or soliciting funds); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to The Association of Plastic Recyclers ; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, The Association of Plastic Recyclers , or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

**B. Content Use Restrictions.** You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of The Association of Plastic Recyclers Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of The Association of Plastic Recyclers or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.

**C. Availability of Service and Content.** The Association of Plastic Recyclers , in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or Content (and any elements and features of them), in whole or in part, for any reason, in The Association of Plastic Recyclers' sole discretion, and without advance notice or liability.

#### **4. CREATING AN Account.**

**A.** If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique that do not violate the rights of any person or entity, and is not offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us here of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

**B.** Accounts may only be set up by an authorized representative of the individual that is the subject of the account. For accounts related to membership, we review membership applications for authenticity. For any other registration, we do not review accounts for authenticity, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

**Procedure For Alleging Copyright Infringement.** If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act (“**DMCA**”) to identify content or material posted on the Service that is infringing that you would like removed from our Service, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following these instructions.

1. **DMCA Notice.** The Association of Plastic Recyclers asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In the Association of Plastic Recyclers' sole discretion, we may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act (“DMCA”) and other applicable law, The Association of Plastic Recyclers has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.
2. If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;



- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Service on which the material appears or screenshots);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have 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;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

We will only respond to DMCA Notices that it receives by mail or email at the addresses below:

By Mail: The Association of Plastic Recyclers, 1776 K Street, NW, Washington, DC 20006 By

Email: [info@plasticsrecycling.org](mailto:info@plasticsrecycling.org)

It is often difficult to determine if your copyright has been infringed. We may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and we may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting our other rights, we may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by us.

- **Counter-Notification.** If access on the Service to a work that you submitted to us is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please

include the full URL of the page(s) on the Service from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, email address, and the username of your Account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## 5. Notices, Questions and CUSTOMER Service.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: The Association of Plastic Recyclers, 1776 K Street, NW Washington, DC 20006. If you have a question regarding the Service, you may contact The Association of Plastic Recyclers by sending an email [here](#). You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

## 6. Arbitration AND DISPUTE TERMS.

**A. Forum Selection/Jurisdiction.** Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Service, the Content, your UGC, these Terms, or any applicable Additional Terms, (collectively, “**Dispute**”) shall be in Washington, DC. Each party submits to personal jurisdiction and venue in Washington, DC for any and all purposes.

**B. Pre-Arbitration Notification.** The Association of Plastic Recyclers and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that The Association of Plastic Recyclers need not do so in circumstances where its claims of Intellectual Property rights are concerned (“**IP Disputes**,” with all other disputes referred to as “**General Disputes**”). The party making a claim – whether you or The Association of Plastic Recyclers – shall send a letter to the other side briefly summarizing the claim and the request for relief. If The Association of Plastic Recyclers is making a claim, the letter shall be sent, via email, to the email

address listed in your The Association of Plastic Recyclers account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 7.B. If you are making a claim, the letter shall be sent to The Association of Plastic Recyclers, 1776 K Street, NW Washington, DC 20006 (**Attn: General Counsel**). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 7. Either you or The Association of Plastic Recyclers, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 7.D) before the expiration of this sixty (60)-day period.

**C. Arbitration of Claims.** All actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Washington, DC, before a single arbitrator in accordance with Virginia Code of Civil Procedure. If the matter in dispute is between The Association of Plastic Recyclers and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Washington, DC or, if sought by The Association of Plastic Recyclers, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Washington, DC Courts or, in the case of you, such other court having jurisdiction over you, which may be made part for confirmation and enforcement of the award.

**D. LIMITATION ON INJUNCTIVE RELIEF.** AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY THE ASSOCIATION OF PLASTIC RECYCLERS PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY THE ASSOCIATION OF PLASTIC RECYCLERS PARTY.

**E. Governing Law.** These Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against The Association of Plastic Recyclers or by The Association of Plastic Recyclers against you pursuant to this Section 8, or otherwise related to the Service, Content, The Association of Plastic Recyclers Licensed Elements, UGC or other The Association of Plastic Recyclers services, will be governed by, construed, and resolved in accordance with, the laws of the State of Virginia, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section 7 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and The Association of Plastic Recyclers agree that we intend that this Section 7 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 7 can only be amended by mutual agreement. Either party may seek enforcement of this Section 7 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

**F. Class Action Waiver.** As permitted by applicable law, both you and The Association of Plastic Recyclers waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 7 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

**G. Jury Waiver.** **AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

**H. Small Claims Matters.** Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 7.F.

**I.** The provisions of this Section 7 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 7 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

## **7. Disclaimer of Representations and Warranties.**

**A.** AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. To the fullest extent permissible by applicable law, The Association of Plastic Recyclers and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**The Association of Plastic Recyclers Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises,

express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, The Association of Plastic Recyclers Licensed Elements, UGC or other The Association of Plastic Recyclers services, except as set forth in subsection C, below.

**B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE ASSOCIATION OF PLASTIC RECYCLERS PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**

## **8. Limitations of Our Liability.**

**A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY THE ASSOCIATION OF PLASTIC RECYCLERS PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND**, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, The Association of Plastic Recyclers Licensed Elements, UGC or other The Association of Plastic Recyclers services, except, to the extent not waivable under applicable law.

**B.** The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if The Association of Plastic Recyclers Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

**C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ASSOCIATION OF PLASTIC RECYCLERS PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID THE ASSOCIATION OF PLASTIC RECYCLERS IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).**

## **9. Updates to Terms.**

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient,

the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

## 10. General Provisions.

**A. The Association of Plastic Recyclers' Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants The Association of Plastic Recyclers a right of consent or approval, or permits The Association of Plastic Recyclers to exercise a right in its "sole discretion," The Association of Plastic Recyclers may exercise that right in its sole and absolute discretion. No The Association of Plastic Recyclers consent or approval may be deemed to have been granted by The Association of Plastic Recyclers without being in writing and signed by an officer of The Association of Plastic Recyclers.

**B. Indemnity.** As permitted by applicable law, you agree to, and you hereby, defend (if requested by The Association of Plastic Recyclers), indemnify, and hold The Association of Plastic Recyclers Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any The Association of Plastic Recyclers Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) The Association of Plastic Recyclers Parties' use of the information that you submit to us (including your UGC) subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by The Association of Plastic Recyclers Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, The Association of Plastic Recyclers Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Association of Plastic Recyclers Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a The Association of Plastic Recyclers Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

**C. Operation of Service; Availability of Services; International Issues.** The Association of Plastic Recyclers controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

**D. Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

**E. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent

jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

**F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, The Association of Plastic Recyclers reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by The Association of Plastic Recyclers in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by The Association of Plastic Recyclers to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to The Association of Plastic Recyclers under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from The Association of Plastic Recyclers, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to The Association of Plastic Recyclers in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

**G. Assignment.** The Association of Plastic Recyclers may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of The Association of Plastic Recyclers.

**H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or The Association of Plastic Recyclers in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**I. California Consumer Rights and Notices.** California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our [Privacy Policy](#).

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