

# TERMS OF USE

Peak EHS, LLC

Environmental Health & Safety Consulting

**Effective Date:** April 22, 2026

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Please read these Terms of Use ("**Terms**") carefully before accessing or using the website operated by Peak EHS, LLC ("**Peak EHS**," "**Company**," "**we**," "**us**," or "**our**"). These Terms govern your access to and use of the Peak EHS website, including all content, features, and services offered on or through the website (collectively, the "**Site**"). By accessing or using the Site, you ("**User**," "**you**," or "**your**") acknowledge that you have read, understood, and agree to be bound by these Terms.

## 1. ACCEPTANCE OF TERMS

**1.1** By accessing, browsing, or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as all applicable federal, state, and local laws and regulations. These Terms constitute a legally binding agreement between you and Peak EHS, LLC.

**1.2** If you do not agree to these Terms in their entirety, you are not authorized to access or use the Site and must discontinue use immediately.

**1.3** Peak EHS reserves the right to deny access to the Site to any person or entity at its sole discretion, at any time and for any reason.

## 2. DESCRIPTION OF SERVICES

**2.1** Peak EHS, LLC is an Environmental Health & Safety ("**EHS**") consulting firm that provides professional services including, but not limited to:

- Safety audits and inspections
- Regulatory compliance assessments
- Environmental, health, and safety training programs

- Risk assessments and hazard analyses
- EHS program development and implementation
- Occupational health and safety consulting
- Environmental compliance and permitting support

**2.2** The Site provides general information about Peak EHS and its service offerings. The content on the Site is intended for informational purposes only and does not constitute professional EHS advice, consultation, or services.

**2.3** The availability of information on the Site does not constitute an offer to provide services in any particular jurisdiction. Services are subject to availability and formal engagement agreements.

### **3. USE OF THE WEBSITE**

**3.1 Eligibility.** You must be at least eighteen (18) years of age to access or use the Site. By using the Site, you represent and warrant that you are at least 18 years old and possess the legal authority to enter into these Terms.

**3.2 Permitted Use.** You may access and use the Site solely for lawful purposes and in accordance with these Terms. You agree to use the Site only for its intended purpose of obtaining information about Peak EHS and its services.

**3.3 Prohibited Conduct.** You agree that you shall not, directly or indirectly:

- Use the Site for any unlawful purpose or in violation of any applicable federal, state, local, or international law or regulation;
- Attempt to gain unauthorized access to any portion of the Site, other accounts, computer systems, or networks connected to the Site, through hacking, password mining, or any other means;
- Interfere with, disrupt, or attempt to disrupt the proper functioning of the Site, its servers, or any networks connected to the Site;

- Engage in any automated data collection, including but not limited to scraping, data mining, crawling, or the use of robots, spiders, or similar technologies, without the prior written consent of Peak EHS;
- Upload, transmit, or distribute any viruses, worms, Trojan horses, malware, or other malicious or destructive code;
- Attempt to probe, scan, or test the vulnerability of the Site or any related system or network;
- Impersonate or attempt to impersonate Peak EHS, a Peak EHS employee, another user, or any other person or entity; or
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.

#### **4. INTELLECTUAL PROPERTY**

**4.1** All content, materials, and information available on the Site, including but not limited to text, graphics, logos, trademarks, service marks, trade names, images, photographs, illustrations, audio, video, software, and the overall design, selection, and arrangement thereof (collectively, "**Content**"), are the exclusive property of Peak EHS, LLC, or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**4.2** No Content from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, modified, displayed, sold, licensed, or otherwise exploited in any form or by any means, in whole or in part, without the prior express written consent of Peak EHS, LLC.

**4.3** Nothing contained on the Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the Site without the prior written permission of Peak EHS, LLC.

#### **5. USER-SUBMITTED CONTENT**

**5.1** The Site may provide features that allow you to submit information, including but not limited to contact forms, inquiry forms, or email communications (collectively, "**User Content**"). By submitting User Content through the Site, you grant Peak EHS, LLC a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, and distribute such User Content solely in connection with the operation of Peak EHS's business and the provision of its services.

**5.2** You represent and warrant that: (a) you own or otherwise control all rights to the User Content you submit; (b) the User Content is accurate and not misleading; and (c) the User Content does not violate these Terms or any applicable law or regulation, and will not cause injury to any person or entity.

**5.3** Peak EHS, LLC is under no obligation to review, monitor, or respond to User Content and assumes no liability for any User Content submitted by you or any third party.

## **6. NO PROFESSIONAL RELATIONSHIP**

**6.1** Your access to and use of the Site, including any communication or submission of inquiries through the Site, does not create a client-consultant relationship, professional services engagement, or any fiduciary or advisory relationship between you and Peak EHS, LLC.

**6.2** The provision of professional Environmental Health & Safety consulting services by Peak EHS requires the execution of a formal, written engagement agreement or contract between Peak EHS and the prospective client. No such relationship shall be deemed to exist absent such a written agreement executed by both parties.

**6.3** Any information provided on the Site is general in nature and should not be relied upon as a substitute for professional EHS consultation tailored to your specific circumstances, operations, or regulatory obligations.

## **7. DISCLAIMER OF WARRANTIES**

**7.1** THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, AND SERVICES PROVIDED ON OR THROUGH THE SITE ARE PROVIDED ON AN "**AS IS**" AND "**AS**

**AVAILABLE"** BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

**7.2** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PEAK EHS, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, COMPATIBILITY, SECURITY, AND TIMELINESS.

**7.3** PEAK EHS, LLC DOES NOT WARRANT THAT: (A) THE SITE WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (C) ANY DEFECTS IN THE SITE WILL BE CORRECTED; OR (D) THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**7.4** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PEAK EHS OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **8. LIMITATION OF LIABILITY**

**8.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PEAK EHS, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- Your access to, use of, or inability to access or use the Site;
- Any conduct or content of any third party on or through the Site;
- Any content obtained from the Site; or
- Unauthorized access, use, or alteration of your transmissions or content.

**8.2** THE FOREGOING LIMITATIONS SHALL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER PEAK EHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PEAK EHS, LLC ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **9. INDEMNIFICATION**

**9.1** You agree to indemnify, defend, and hold harmless Peak EHS, LLC, and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your use of the Site or any activities conducted in connection with the Site;
- Your violation of these Terms;
- Your violation of any applicable law, regulation, or rights of any third party; or
- Any User Content submitted by you through the Site.

**9.2** Peak EHS, LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peak EHS in asserting any available defenses.

## **10. THIRD-PARTY LINKS**

**10.1** The Site may contain hyperlinks, references, or connections to third-party websites, resources, or services that are not owned or controlled by Peak EHS, LLC. These links are provided solely for your convenience and informational purposes.

**10.2** Peak EHS, LLC has no control over, and assumes no responsibility or liability for, the content, accuracy, privacy policies, practices, or opinions expressed on any third-party websites. The inclusion of any link on the Site does not imply endorsement, sponsorship, or recommendation by Peak EHS of the linked website or any association with its operators.

**10.3** You acknowledge and agree that Peak EHS, LLC 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 your use of or reliance on any content, goods, or services available on or through any third-party website.

## **11. MODIFICATIONS TO TERMS**

**11.1** Peak EHS, LLC reserves the right, at its sole discretion, to modify, amend, supplement, or replace these Terms at any time and without prior notice. Any changes to these Terms will be effective immediately upon posting the revised Terms on the Site, with the updated "Effective Date" displayed at the top of this document.

**11.2** Your continued access to or use of the Site following the posting of any changes to these Terms constitutes your acceptance of and agreement to be bound by the modified Terms. It is your responsibility to review these Terms periodically to remain informed of any updates.

**11.3** If you do not agree with any modification to these Terms, your sole and exclusive remedy is to discontinue your use of the Site.

## **12. GOVERNING LAW**

**12.1** These Terms, and any disputes arising out of or relating to these Terms or your use of the Site, shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, without regard to its conflict of law principles.

**12.2** You agree that any legal action or proceeding arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the state or federal courts located in the State of Maryland, and you hereby consent to the personal jurisdiction and venue of such courts.

## **13. SEVERABILITY**

**13.1** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the

minimum extent necessary to make it valid, legal, and enforceable, or, if modification is not possible, such provision shall be severed from these Terms.

**13.2** The invalidity, illegality, or unenforceability of any individual provision of these Terms shall not affect or impair the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect.

## **14. ENTIRE AGREEMENT**

**14.1** These Terms, together with any other legal notices, policies, or guidelines published by Peak EHS, LLC on the Site, constitute the entire agreement between you and Peak EHS, LLC with respect to your access to and use of the Site.

**14.2** These Terms supersede all prior or contemporaneous communications, proposals, understandings, and agreements, whether oral or written, between you and Peak EHS, LLC regarding the subject matter herein.

**14.3** No waiver of any provision of these Terms by Peak EHS, LLC shall be deemed a further or continuing waiver of such provision or a waiver of any other provision. The failure of Peak EHS to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## **15. CONTACT INFORMATION**

If you have any questions, concerns, or inquiries regarding these Terms of Use, please contact Peak EHS, LLC using the information below:

**Peak EHS, LLC**

Frederick, MD 21701

**Email:** [chris@peak-ehs.com](mailto:chris@peak-ehs.com)

**Phone:** (240) 285-9463

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