

Texas Safety Solutions (“TSS”) is a Texas LLC that provides occupation safety and health management services to your organization. By using these services and the website <https://txsafetysolutions.com/> you agree to all of the following Terms, including our Privacy Policy and our Cookie Policy.

These Terms and Conditions (“Terms”) are an agreement between you and TSS. TSS and its services, including services provided through <https://txsafetysolutions.com/>, are provided to you subject to the following Terms, which you acknowledge, agree to, and consent to by using our services and/or <https://txsafetysolutions.com/>.

Please be sure to read our Privacy Policy so that you understand how we use certain information to enhance your user experience of our website.

TSS may change these Terms from time to time. If we do, we will post a notice on our homepage, and we may, if we have your email address, email you material changes. Please periodically review these Terms. When you continue to use our services and/or <https://txsafetysolutions.com/> after we have made a change to our Terms and made it available to you, you are agreeing and consenting to these changes.

## TERMS OF SERVICE

The following terms and conditions govern all use of the <https://txsafetysolutions.com/> website and all content, services and products available at or through the website. The Website is owned and operated by Texas Safety Solutions, LLC, (“TSS”). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, TSS’s Privacy Policy) and procedures that may be published from time to time on this Site by TSS (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by TSS, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 18 years old.

1. **No medical advice.** You understand and agree that nothing on the Website or information provided through the Website is intended as or should be construed as medical advice. \*Texas Safety Solutions is not a medical organization and cannot give you medical advice or any diagnosis. You are urged and advised to seek the advice of a physician before beginning any exercise or nutrition regimen.
2. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which <https://txsafetysolutions.com/> links, and that link to <https://txsafetysolutions.com/>. TSS does not have any control over these websites and webpages, and is not responsible for their contents or their use. By linking to a non-TSS

website or webpage, TSS does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. TSS disclaims any responsibility for any harm resulting from your use of non-TSS websites and webpages.

3. **Copyright Infringement and DMCA Policy.** As TSS asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by <https://txsafetysolutions.com/> violates your copyright, you are encouraged to notify TSS. TSS will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. TSS will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of TSS or others.
4. **Intellectual Property.** This Agreement does not transfer from TSS to you any TSS or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with TSS. TSS, <https://txsafetysolutions.com/>, and the TSS logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of TSS. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any TSS or third-party trademarks.
5. **Changes.** TSS reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. TSS may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
6. **Termination.** TSS may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your <https://txsafetysolutions.com/> account (if you have one), you may simply discontinue using the Website. TSS can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
7. **Disclaimer of Warranties.** The Website is provided "as is". TSS and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither TSS nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

8. **Limitation of Liability.** In no event will TSS, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to TSS under this agreement during the twelve (12) month period prior to the cause of action. TSS shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
9. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the TSS's Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
10. **Indemnification.** You agree to indemnify and hold harmless TSS, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between TSS and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of TSS, or by the posting by TSS of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Texas, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Bexar County, Texas. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting TSS.
12. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; TSS may assign its rights under this Agreement without condition. This

Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.