

## **CH2M HILL WATERMATCH WEB SITE TERMS & CONDITIONS OF USE**

CH2M HILL COMPANIES, LTD. and its subsidiary companies ("CH2M HILL") provide this WaterMatch Internet Web site (the "Site") for your browsing, information, and use. The text, pictures, images, graphics, and other items provided by this CH2M HILL WaterMatch Web Site are copyrighted by CH2M HILL or by the other owners of the respective items (including municipal facility information) on this Site. By accessing this Site, you accept these CH2M HILL WaterMatch Web Site Terms & Conditions of Use as a legal agreement between you and CH2M HILL.

Linking to external Web sites (outside of the CH2M HILL domain) is provided as a convenience to you and for informational purposes only; such links do not constitute an endorsement or an approval by CH2M HILL of any of the products, services or opinions of any such linked entity or business. CH2M HILL bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Please contact the applicable external Web site for answers to questions regarding its particular content.

By providing information or content to CH2M HILL regarding this Site, you (i) grant CH2M HILL a world-wide, irrevocable, perpetual, paid-up, royalty free license to use, copy, distribute and display such information and content, and (ii) you agree that such information or content is not confidential or proprietary to you or any third-party. Please do not communicate anything to this Site that may be infringing on the rights of third-parties, unlawful, threatening, defamatory, obscene, pornographic, profane, or that may otherwise be improper.

By accessing and utilizing this Site, you agree that you understand that the services provided to you by CH2M HILL via this CH2M HILL WaterMatch Web Site or any other CH2M HILL Web site are provided free of charge. CH2M HILL retains sole discretion in provision of services or information via this CH2M HILL WaterMatch Web Site or any other CH2M HILL Web site, and CH2M HILL may choose to suspend or discontinue provision of such services or information in its sole discretion.

**IN NO EVENT SHALL CH2M HILL BE LIABLE IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR ANY DAMAGES, LOSS, INJURY, ILLNESS, OR DEATH, INCLUDING BUT NOT LIMITED WILL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE SITE, OR ANY INTERRUPTION, SUSPENSION OR DISCONTINUANCE OF THIS SITE OR ANY SERVICE RELATED TO THIS SITE WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION.**

**THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED "AS IS. WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CH2M HILL DOES NOT REPRESENT OR**

**WARRANT THE COMPLETENESS OR ACCURACY OF THE INFORMATION AND IT MAKES NO COMMITMENT TO UPDATE THE INFORMATION.** You assume all responsibilities and all risk for use of this site. Your use of this WaterMatch Web Site is not intended to be a substitute for obtaining competent engineering, technical, or other services.

CH2M HILL has made a good faith effort to provide timely and correct information at this CH2M HILL WaterMatch Web Site; however, there may be inaccuracies that periodically appear. Information on this site is supplied upon the condition that you will make your own determination as to its suitability for your purposes. In no event will CH2M HILL be responsible for damages of any nature whatsoever resulting from your use of or reliance upon information contained on this Site.

By your use of this Site, you are agreeing that the law of the state of Colorado (United States of America), exclusive of its choice of law provisions, shall be the governing law for these Terms & Conditions of Use. CH2M HILL reserves the right to modify this CH2M HILL WaterMatch Web Site Terms & Conditions of Use at any time by updating this posted Web page. This CH2M HILL WaterMatch Web Site Terms & Conditions of Use page was last updated on March 17, 2011. Questions regarding this CH2M HILL WaterMatch Web Site Terms & Conditions of Use page should be directed to: [stuart.crenshaw@ch2m.com](mailto:stuart.crenshaw@ch2m.com).

CH2M HILL and the CH2M HILL globe and shadow design are trademarks, service marks, registered trademarks or registered service marks in the United States of CH2M HILL Companies, Ltd., or its subsidiary companies, as the case may be.