

# **Interstate Technology and Regulatory Council (ITRC) Terms of Service**

## **Introduction**

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## **About ITRC**

The ITRC Website is owned and operated by the Interstate Technology & Regulatory Council (the "ITRC" and the terms "ITRC," "we", and "our" as used herein refer to such organization). ITRC is a public-private coalition working to reduce barriers to the use of innovative environmental technologies and approaches so that compliance costs are reduced and cleanup efficacy is maximized.

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## **ITRC Membership**

Individuals who have an interest in participating in ITRC's work process, are qualified to contribute to the organization, meet other ITRC membership requirements, may establish a membership profile with ITRC and become ITRC Members. ITRC Members are typically state and federal environmental regulators, federal agency representatives, industry representatives, public/tribal stakeholders, and academics. More information on ITRC membership is available on the ITRC Website.

Persons registering as ITRC Members are representing and agreeing: (i) that all information they submit in connection with such registration is accurate and complete, (ii) that they agree to comply with guidelines for ITRC membership that the ITRC may establish from time to time, (iii) that they will not publish the information found within sections of the ITRC Website provided for ITRC Members only without permission and unless they have the right to such

publishing, and (iv) that they will not spam or harass other ITRC Members or otherwise use ITRC Member contact information for illegal or abusive purposes.

## **What ITRC Provides**

ITRC develops information resources and helps break down barriers to the acceptance and use of technically sound innovative solutions to environmental challenges through an active network of diverse professionals. ITRC produces documents and training courses that broaden and deepen technical knowledge and expedite quality regulatory decision making, while protecting human health and the environment. The ITRC Website provides access to these documents and training courses. Portions of the ITRC Website provide the opportunity for ITRC Members to identify and contact other ITRC Members. Information provided in the ITRC Website is provided as-is, and there is no guarantee or warranty that such information is accurate, up-to-date or complete.

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Additionally, certain materials and services are available for ITRC Customers who pay or agree to pay for the use of such materials.

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Please review the [ITRC Privacy Policy](#) for an understanding of how we treat information that may be submitted through the ITRC Website or otherwise collected in connection with use of the ITRC Website.

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While we have the right to monitor activity and content associated with the ITRC Website, we are not obligated to do so. We do not guarantee the accuracy, integrity or quality of any content submitted by users to the ITRC Website. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using the ITRC Website, you may be exposed to content that you find offensive or objectionable. You can contact ITRC at [itrc@itrcweb.org](mailto:itrc@itrcweb.org) to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or subscriptions. We also, however, reserve the right to not take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the ITRC Website.

With regard to events advertised through the ITRC Website, schedules and availability of facilities and personnel change, and we do not guarantee that such events will be held when and where originally advertised (or at all), or that the materials to be covered and persons slated to present the materials will be the same at the actual event. If you have paid ITRC for an event and it is cancelled by us for reasons within our control, or if it is rescheduled for a materially different time or location, we may offer refunds. However, we are not responsible for refunds for other changes in scheduled events, if you are not able to attend for other reasons, and we are not responsible for reimbursing other costs you may have incurred in connection with planned attendance at an event, including without limitation travel and lodging expenses.

We also reserve the rights to resell third party services or allow third party services to advertise or post on the ITRC Website from time to time. We may also provide links or forward visitors to websites that are not operated by ITRC. These third part sites and services are provided by another party, and we are not responsible for, nor do we make any guarantees, warranties or representations with regard to such sites and services.

## **Indemnity**

By accepting these Terms of Service, you agree to indemnify and otherwise hold harmless ITRC, its managers, officers, employees, agents, subsidiaries, affiliates and other partners, and successors and assigns from any direct, indirect, incidental, special, consequential or exemplary damages resulting from (i) your use of the ITRC Website and materials provided through the ITRC Website; (ii) unauthorized access to or alteration of your communications with or through the ITRC Website, or (iii) any other matter relating to the ITRC Website. Any business transactions which may arise between users from their use of the ITRC Website are the sole responsibility of the users involved, and we disclaim any and all responsibility for such transactions.

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It is our policy to respond to valid DMCA takedown notices of alleged copyright infringement. These notices must include all of the information below, as suggested by the U.S. Digital Millennium Copyright Act. Our response to valid takedown notices may include removing the infringing material, and suspending subscriber accounts. We will also contact the owner of the affected site so that they may make a counter notification. To file a notice of infringement with us, you must provide a formal communication (by regular mail or email) that includes the items specified below.

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon. Identification means a link to the original work or a description of what is being copied;
2. Identify the material that is infringing on the work in item #1; for example, provide a link to an ITRC Website page with the material on it;
3. Provide your contact information, email address, and phone number;
4. Include the statement: "I have a good faith belief that use of the copyrighted materials described as allegedly infringing is not authorized by the copyright owner, its agent, or the law.";

5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Send this information to:

Interstate Technology & Regulatory Council

50 F Street, NW, Suite 350

Washington, DC 20001

[itrc@itrcweb.org](mailto:itrc@itrcweb.org)

202-266-4920

## **How to Contact Us**

Should you have other questions or concerns about these Terms of Service, please e-mail ITRC at [itrc@itrcweb.org](mailto:itrc@itrcweb.org).

## **Miscellaneous**

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