TERMS AND CONDITIONS OF USE

The following TERMS OF USE govern your use of all Ecology and Environment, Inc. (E & E) websites (Sites) and the information contained within them. You, the user, must agree to abide by all of the terms outlined below as a condition of your access or use of the Sites. E & E reserves the right to revise these Terms and Conditions at any time. You should view this page periodically to review the Terms and Conditions, since they are binding on you, the user. The Sites and any of their services are provided subject to compliance with these terms and conditions of use.

BY ACCESSING, VIEWING OR USING ANY PART OF THE SITES, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE E & E’S PERMISSION TO ACCESS, VIEW, USE OR LINK TO ANY PART OF THE SITES. ANY SUCH UNAUTHORIZED USE IS STRICTLY PROHIBITED.

The Sites, their text, visual imagery, press releases, trademarks, service marks, logos, website design and other information are protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws and are owned by E & E or used under license from the copyright owner. The contents of these Sites are only for your personal, informational and noncommercial use. The information may not, except under written license, be copied, transmitted, reproduced, performed, displayed, distributed, rented, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without E & E’s prior written consent, except to the extent such use is authorized under the United States copyright laws. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Sites. No right to use, copy, publish, transmit or modify the copyrighted content, message or non-literal elements of the Sites including, without limitation, their appearance, is granted to you; all such rights are reserved exclusively to E & E.

No Representations and Warranties

CONTENT ON THE SITES MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. E & E DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITES. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK. E & E RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSION IN ANY PORTION OF THE SITES. E & E DISCLAIMS ANY DUTY TO UPDATE THE SITES. E & E MAY MAKE ANY OTHER CHANGES TO THE SITES AT ANY TIME WITHOUT NOTICE.

THESE SITES, THE INFORMATION AND MATERIAL ON THESE SITES AND THE SOFTWARE MADE AVAILABLE ON THESE SITES ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THESE SITES, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE USE OF THESE SITES.

Security

You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that you transmit to the Sites. You understand that E & E cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for
implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to these Sites for the reconstruction of any lost data.

You are prohibited from using any services or facilities provided in connection with these Sites to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, E & E reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. E & E reserves the right to investigate suspected violations of these Terms of Use.

Privacy Policy
E & E recognizes and respects the privacy of users of these Sites. You can visit these Sites without providing any personal information about yourself. E & E does not require your personal information to obtain access to these Sites. However, you may provide personal information about yourself, such as your name, address, email or phone number. When you do provide any personal information, E & E will act in a responsible manner with the information you have provided about yourself. E & E may store and disclose personal information as allowed or required by applicable law, including making disclosures that are necessary or advisable to (a) protect the rights, safety, or property of E & E or others and (b) conform to legal or regulatory requirements.

Except as stated above, without your approval, E & E will not trade, sell, or rent your personal information but may collect and/or provide aggregate statistics about its Sites and users to other parties. In order to comply with the US children Online Privacy Protection Act (COPPA), E & E has no intention of collecting any personal data from individuals under 13 years of age. When you view certain parts of the Sites, information may be stored on your computer. This information will be in the form of a “Cookie” or similar file and will permit tailoring of the Sites to better match your interests and/or preferences. These Sites, however, contains links to other websites and E & E does not control the privacy policies of those sites. This privacy statement only applies to information collected and maintained by E & E.

E & E reserves the right to change its Privacy Policy at any time without notice and invites you to check this posted Privacy Policy periodically for any changes. This Privacy Policy was last updated on 3/20/2013. Please forward any questions you may have regarding this policy to info@ene.com. Please put “Privacy Policy” in the subject header. If you do not agree to the terms of this Privacy Policy or any revised policy, please exit the Site immediately.

Choice of Law
You agree these Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. You further agree that any action at law arising out of or relating to these Terms of Use shall be filed, and that venue properly lies, only in state or federal courts located in Buffalo, New York.

Hyperlinks
These web sites contain links to other sites. We are not responsible for the privacy policies and practices of these other sites. This privacy statement applies solely to information collected from our web site. Hyperlinks are to be accessed at your own risk, and E & E makes no representations or warranties about
the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to these Sites. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by E & E of that site.

**Forward-Looking Statements**
Information posted to E & E’s internet website may contain forward-looking statements concerning our future operations and performance. Any statements that refer to projections and expectations concerning our future financial performance, anticipated growth and trends in our businesses are forward-looking statements. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncertainties, and assumptions that are difficult to predict. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason. Information on risks and uncertainties is available in our SEC filings.

Such forward-looking statements are made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995.

**Submissions**
You hereby grant to E & E the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information submitted to E & E through these Sites (together, the “submission”), and to incorporate any submission in other works in any form, media, or technology now known or later developed. E & E will not be required to treat any Submission as confidential, and may use any submission in its business (including, without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future E & E operations. Any personal identifiable information you may provide to E & E via these Sites is protected by the Privacy Policy stated above.

**Reservation of Rights**
E & E reserves the right to monitor use of these Sites to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither E & E nor any third party that provides content to E & E will assume or have any liability for any action or inaction by E & E or such third party with respect to any submission.

E & E reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing E & E to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. 

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS E & E FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY E & E DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER E & E OR LAW ENFORCEMENT AUTHORITIES.

**Indemnification**
You agree to indemnify, hold harmless and defend E & E, its directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys’ fees, asserted by any person, arising out of or relating to: (a) your use of the Sites,
including any data or work transmitted or received by You; and (b) any unacceptable use of the Sites, including, without limitation, any statement, data or content made, transmitted or republished by You.

Disclaimer
E & E does not assume any responsibility or risk for your use of the Internet. You also agree that from time to time the Sites may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which E & E may undertake from time to time; or (c) causes beyond the control of E & E, whether or not foreseeable.

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Sites and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Sites. YOU HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING TERMS & CONDITIONS OF USE SET FORTH IN THE ABOVE AGREEMENT.

© Copyright 2013 Ecology and Environment, Inc. All Rights Reserved