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You acknowledge that log-on access codes and passwords that are provided to You are for Your use only and may not be shared. You shall ensure that Your log-on access code and password is kept confidential. You agree to accept sole responsibility for the use and protection of the log-on access codes and passwords provided to You, including protecting the confidentiality of such passwords. You shall use commercially reasonable efforts to prohibit or cease any unauthorized access to the Website or the Website Material.

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The security of Your personal information is important to Verra. When You enter sensitive information, Verra encrypts that information using secure socket layer technology (SSL). Verra follows generally accepted industry standards to protect the personal information submitted to it, both during transmission and once Verra receives it.

Verra processes information about You in accordance with our Privacy Policy. By using the Website, You consent to such processing and You warrant that all data provided by You is accurate.

**No warranty**

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This does not affect Verra's liability for death or personal injury arising from Verra's negligence, nor Verra's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

You indemnify and release Verra for any claims in connection with the services it provides under these Terms and Conditions, except to the extent that those claims arise from Verra's fault or negligence (including a failure by Verrato comply with any statutory requirement).

You agree to indemnify, release and fully compensate Verra and its officers, employees agents and licensors from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:

• Your material breach of the Terms and Conditions;

• Any misuse or use of the Website Materials; and

• Any act of fraud or wilful misconduct by or on behalf of You.

You acknowledge and agree that unauthorised use of the Website Materials by you could cause Verra (or its third party suppliers or licensors) irreparable harm and that, in the event of unauthorised use, Verra is entitled to seek an injunction to prevent such use, in addition to any other remedies available at law or in equity.

General

You may not assign Your rights or obligations under these Terms and Conditions without Verra's prior written consent. Verra may assign its rights and obligations at any time.

Nothing in these Terms and Conditions creates a relationship of principal/agent, employer/employee, joint venture or partnership. It is the express intention of Verra and You that any such relationships are expressly denied.

These Terms and Conditions and the Privacy Policy record the entire agreement between Verra and You in respect of its subject matter.

The obligations to compensate for losses incurred by Verra and its officers, employees and agents in the Terms and Conditions are:

• Continuing obligations of the parties, separate and independent from their other obligations and survive termination of the Terms and Conditions; and
Absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.

The Terms and Conditions are governed by, and will be construed in accordance with, the laws of the State of New York, USA. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New York, USA.

If any part of these Terms and Conditions shall for any reason whatsoever be declared or become unenforceable, the terms and provisions of these Terms and Conditions shall remain in full force and effect as if these Terms and Conditions had been executed without the offending provision appearing in it.

Contacting Us

If You have any concerns about these Terms and Conditions, the Privacy Policy, the Website or any Website Material, please contact: secretariat@verra.org or write to Verra at

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