

## BOSTON TRUST WALDEN WEBSITE TERMS OF USE

### ACCEPTANCE OF TERMS

This Agreement (“Agreement”) between Boston Trust Walden Company and its affiliates, including Boston Trust Walden Inc. (collectively “BTW”, “we” or “our”) and you (“you” or “yours”) governs your use of the website(s) owned and or operated by us (the “Sites”). By accessing and continuing to access the Sites, you agree to be bound by this Agreement. You understand that your right to use the Sites is derived solely from, and is expressly limited by, this Agreement. This Agreement applies to all users of the website, including without limitation users who are browsers, vendors, customers, and/ or contributors of content. Please read this Agreement carefully before accessing or using our Sites. By accessing or using any part of the Sites, you agree to be bound by this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Sites. Any new features or tools which are added to the current Sites shall also be subject to this Agreement.

### OWNERSHIP OF SITES AND RESTRICTIONS ON USE OF CONTENT

The Sites are owned by BTW. All rights are exclusively reserved to BTW. You acknowledge that the Sites may contain information, communications, photos, text, video, graphics, music, sounds, images and other material (collectively “Content”), which are provided by BTW or by third parties. You agree and acknowledge that, notwithstanding that BTW permits you to access the Content, and its use or the use of the These Sites are protected by copyrights, trademarks and other proprietary rights (including intellectual property rights), that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, your use of the Content shall be governed and by applicable copyright, trademark and other intellectual property laws. Use of the Sites and/or the Content for any commercial purpose is a violation of copyright and other proprietary rights owned by BTW and third parties. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Content without express written permission by us.

### ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the Site is not accurate, complete or current. Any reliance on the material on this Site is at your own risk. This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Site at any time, but we have no obligation to update any information on our Sites. You agree that it is your responsibility to monitor changes to our Site.

### ECONOMIC, INVESTMENT, AND TAX ANALYSIS

BTW may provide analysis on economic, investment, and tax topics (“Analysis”) on the Site subject to the following terms. You understand that your use of the Analysis constitutes your consent and agreement to abide by these terms. You understand that BTW may have opinions from time to time, and that those opinions may be different than those obtained by using or stated in parts of the Analysis. You further understand that no mention of a particular security in the Analysis constitutes a recommendation to buy, sell or hold that or any other security. You agree that BTW and or its employees may hold positions in the securities or other investment opportunities, which may be mentioned in Analysis. You understand that the data contained in the Analysis is supplied by sources believed to be reliable, that the calculations are made using such data, and that such calculations are not guaranteed by those sources, BTW, or any other person or entity and may not be complete and BTW is not obligated to update any Site information.

### THIRD-PARTY LINKS

Links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review

carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Any use by you of third-party websites, offered through BTW Sites, is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which those websites are provided by the relevant third-party provider(s). Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### PERSONAL INFORMATION

Refer to our [On-Line Privacy Policy](#) for information about how we use, store or transmit personal information on BTW Sites.

#### PROHIBITED USES

In addition to other prohibitions as set forth in this Agreement, you are prohibited from using the Site or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Sites or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; or (j) to interfere with or circumvent the security features of the Sites or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Sites or any related website for violating any of the prohibited uses.

#### DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE USE OF THE SITES IS SOLELY AT YOUR OWN RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BTW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BTW MAKES NO WARRANTY THAT THE SITES AND/OR ANY CONTENT THEREIN WILL MEET YOUR REQUIREMENT, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SITES AND/OR ANY CONTENT THEREIN WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITES IS TO CEASE USING THE SITES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BTW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATE LOSS OR OTHER LOSSES (EVEN IF BTW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: THE USE OR INABILITY TO USE THE SITES, ANY LINK PROVIDED IN CONNECTION WITH THE SITES, OR ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SITES.

#### INDEMNIFICATION

You agree to defend, indemnify and hold BTW, its subsidiaries and affiliates, officers, directors, employees and agents, harmless from and against any third party claim, judgement, award, action or demand ("Claim") and all liabilities and settlements related thereto, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Sites and/or their Content. BTW shall provide notice to you promptly of such Claim and shall reasonably cooperate with you, at your expense, in your defense of any such Claim.

#### INTELLECTUAL PROPERTY POLICY

Pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), if you believe that this Site or the Content infringes upon any intellectual property rights, you may give notice to BTW's designated agent.

The designated agent for notice of alleged copyright infringement in connection with the Sites is:

Lindsey Lane  
Boston Trust Walden Company  
1 Beacon Street, 33<sup>rd</sup> Floor  
Boston, MA 02108  
Phone: 617-726-7250  
Email: [llane@bostontrustwalden.com](mailto:llane@bostontrustwalden.com)

To file a notice of infringement with BTW, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office website, located at <http://www.copyright.gov>

#### SEVERABILITY

If any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of this Agreement). Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflict of law. You consent and submit yourself to jurisdiction in the Commonwealth of Massachusetts in any action arising from this Agreement or your use of the Sites. You agree that the venue with respect to any dispute between you and BTW will rest exclusively in the state and federal courts located in the Commonwealth of Massachusetts. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Sites or this Agreement must be filed within one year after such claim or cause of action arose. BTW may provide notice to you by email or regular mail.

#### CHANGES TO TERMS & CONDITIONS

You can review the most current version of this Agreement at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to this Agreement constitutes acceptance of those changes.