

TERMS OF USE

Waste Management, Inc. ("Waste Management," "we", "our" or "us") maintains the site located at the domain "www.wm.com" ("Site"). Waste Management provides to you the services on this Site subject to the following terms and conditions ("Terms of Use"). Your use of this Site signifies your agreement to this Terms of Use and the Privacy Policy located on the Site. Please read the Terms of Use carefully. In addition to this Terms of Use, when you use any current or future Waste Management service you also may be subject to the guidelines and conditions applicable to such service or business.

PRIVACY

Please review the Privacy Policy located on this Site to understand our practices relating to the collection and use of your personal information. You consent to us using such information collected by this Site under the terms of the Privacy Policy.

ELECTRONIC COMMUNICATIONS

When you visit this Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

INTELLECTUAL PROPERTY

All materials displayed on, or contained within, the Site, including, but not limited to, design, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, and names, logos, trademarks, and service marks (collectively, the "Materials"), are the property of Waste Management or its licensors and are protected by copyright, trademark, patent and all other applicable intellectual property laws. The Waste Management and affiliates' name, designs, and related marks contained within the Materials are trademarks of Waste Management or its affiliates. You acknowledge and agree that the Site and the Materials are the property of Waste Management, its affiliates and licensors, and that you will not acquire any rights or licenses in any trademarks, patents, copyrights, or other intellectual property on the Site or in the Materials. The Site and the Materials are protected by copyright, both individually and as a collective work or compilation, by trademark and patent laws, and by other applicable laws.

Waste Management grants you a personal, non-exclusive, non-assignable and non-transferable license to use, display, and make a reasonable number of copies of the Materials (excluding the design or layout of the Site) only for noncommercial and personal use and only in accordance with this Terms of Use. Any copies that you make of the Materials must retain all our copyright and other notices. Use of the Materials, as set forth below, is only permitted with the prior, express, and written consent of Waste Management and/or its licensors. Except as expressly provided for in this Terms of Use, you may not (i) reproduce, modify, publish, transmit, display, perform, distribute, disseminate, broadcast, circulate, or otherwise exploit any content on the Site, including, but not limited to, any Materials, in whole or in part, to any third party; (ii) participate in the transfer, license or sale of any content on the Site, including, but not limited to, the Materials; or (iii) create derivative works or in any way exploit any content on the Site, including, but not limited to, the Materials. No portion of the content on the Site may be stored in a computer except for personal and non-commercial use.

The trademarks, logos, and service marks (collectively the “Trademarks”) displayed on the Site are registered and unregistered Trademarks of Waste Management and others. You are not permitted to use any of the Trademarks displayed on the Site, without the prior, express written consent of Waste Management or the third party that owns the trademark. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You may not frame or utilize framing techniques to enclose any Trademark or other proprietary information (including images, text, page layout, or form) of Waste Management or its affiliates without the express written consent of Waste Management. You may not use any meta tags or any other “hidden text” utilizing Waste Management’s or its affiliates’ name or Trademarks without the express written consent of Waste Management or its affiliates. Any unauthorized use terminates the permission or license granted by Waste Management. You may not use any Trademark of Waste Management or its affiliates as part of the link without our express written permission.

Nothing contained in this Terms of Use shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, under any of our intellectual property rights or under any third party’s intellectual property rights without the written permission of Waste Management or such third party that may own the Trademarks displayed on the Site. Any rights not expressly granted herein are reserved.

PERMISSIBLE USE

You may use the Site’s features, offerings and content for lawful purposes only. Any misuse of the Site or any of the Materials is strictly prohibited. Except as indicated to the contrary elsewhere on this Site, you may use the Materials available on this Site subject to the following conditions: (i) the Materials are used solely for personal, informational, or internal business purposes; (ii) the Materials are not provided, sold, licensed or leased (nor is access provided to the Materials) for any fee or other consideration; (iii) all copyright, trademark and other proprietary rights notices included in the Materials as presented on this Site appear on all copies; (iv) the Materials are not modified or altered in any way; and (v) no graphics are used separately from accompanying text.

In using the Site, you agree that you shall not: (i) delete, modify, hack or attempt to change or alter any of the Materials on the Site; (ii) use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties’ use of the Site; (iii) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine; (iv) use any Waste Management or its affiliates names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text; (v) use any material or information, including text, images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret, rights of publicity or other proprietary right of any party; or (vi) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another.

YOUR OBLIGATION

By using the Site, you represent and warrant that: (i) you have the power and authority to accept this Terms of Use and to enter into this agreement with Waste Management; (ii) you are capable of assuming, and do assume, any

risks related to the use of the Materials on the Site; and (iii) you understand and accept the terms, conditions and risks relating to the use of the content and Materials on the Site. If you do not agree with this Terms of Use or are in any way dissatisfied with the Site or the Materials, your sole and exclusive remedy is to discontinue using the Site.

The Site is not intended for use by children. If you are under 18, you may use the Site only with permission and involvement of a parent or guardian. Waste Management and its affiliates reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

SUBMITTING OR POSTING CONTENT

The Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post"; or "Postings"). By Posting, you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote such Posts (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Post; and the right to sublicense any or all of these rights. You acknowledge that we own all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Post. Please remember that you are ultimately responsible for all of your Postings and you warrant and represent that: (i) the Post does not and will not infringe on any copyright or any other third party right nor violate any applicable law or regulation; (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Post, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; and (iii) that each person depicted in any picture or photograph that you submit as part of the Post, if any, has provided consent to the use of the photograph. No compensation will be paid for the use of your Post, including, without limit, any photograph you may provide.

Postings do not reflect the views of Waste Management or its affiliates. We do not have any obligation to monitor, edit, or review any Postings on the Site. We assume NO responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on the Site.

You are strictly prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We will fully cooperate with any law enforcement authorities or court order requesting or directing disclosure of the identity of anyone posting any such information or materials.

Waste Management has no obligation to monitor any Postings on this Site. However, Waste Management reserves the right to review, modify, distribute, remove or delete any public comment at any time. Waste Management also reserves the right at all times to disclose any information as Waste Management deems necessary to satisfy any

applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Waste Management's sole discretion.

NO ENDORSEMENT OF THIRD PARTY SITES

The Site contains links to or references third party websites, resources and advertisers (collectively, "Third Party Sites"). Your linking to such Third Party Sites is at your own risk. Waste Management and its affiliates are not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information made on the Third Party Sites. Waste Management also is not responsible for the availability of these Third Party Sites, nor is it responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to, the Site. Under no circumstances shall Waste Management be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site's administrator or webmaster. Any links to Third Party Sites do not imply that Waste Management is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of Waste Management or its affiliates.

TERMINATION / REMOVAL

Waste Management may, in its sole and absolute discretion, terminate your password, account (or any part thereof) or your access to the Site, or remove and discard any of your Postings, communications transmitted by you, or information stored, sent, or received via the Site without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Site with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Site, (iii) any other access or use of the Site except as expressly provided in these Terms of Use, (iv) any violation of the Terms of Use or the rules and regulations relating to the use of the software and/or data files contained in, or accessed through, the Site, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site, (vi) failure to use the Site or portion thereof on a regular basis, or (vii) submitting Postings that are off topic or not in accordance with the mission or best interest of the Site. Termination, suspension, or cancellation of these Terms of Use or your access rights shall not affect any right or relief to which Waste Management may be entitled, at law or in equity. Upon termination of these Terms of Use, all rights granted to you will automatically terminate and immediately revert to Waste Management and its licensors.

DISCLAIMER OF WARRANTIES

Waste Management and its affiliates attempt to be as accurate as possible. However, Waste Management does not warrant that descriptions of services or other content on this Site is accurate, complete, reliable, current, or error-free. Neither Waste Management nor its affiliates are responsible for the availability of such external sites or resources and

do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

THIS SITE IS PROVIDED BY WASTE MANAGEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WASTE MANAGEMENT AND ITS LICENSORS, MAKE NO REPRESENTATION AND DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. WASTE MANAGEMENT DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM WASTE MANAGEMENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WASTE MANAGEMENT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

WASTE MANAGEMENT, AND EACH OF ITS LICENSORS, ASSUMES NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS. WASTE MANAGEMENT RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS, OR TO WITHDRAW OR DELETE ANY CONTENT, IN ANY PORTION OF THE SITE AT ANY TIME WITHOUT NOTICE. WASTE MANAGEMENT MAY MAKE ANY OTHER CHANGES TO THE SITE AT ANY TIME WITHOUT NOTICE.

WASTE MANAGEMENT DOES NOT WARRANT THAT THE SITE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, INCLUDING ANY STORAGE SERVICES AND ITS CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY. IN NO EVENT SHALL WASTE MANAGEMENT, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY

CONNECTED WITH THE USE OF THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, SOFTWARE AND SERVICES OBTAINED THROUGH THE SITE, WASTE MANAGEMENT'S REMOVAL OR DELETION OF ANY MATERIALS ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WASTE MANAGEMENT OR ANY OF ITS AFFILIATES OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WASTE MANAGEMENT, ITS AFFILIATES OR LICENSORS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THIS TERMS OF USE.

INDEMNIFICATION

You agree to indemnify, defend and hold Waste Management and its affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively the "Indemnified Parties") harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of this Terms of Use. Waste Management reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Waste Management's defense of such claim. Waste Management has no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, this Terms of Use or the Site.

LIMITATIONS ON ACTIONS

You agree that any claim or cause of action arising out of your use of this Site or these Terms of Use must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Waste Management to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

DISPUTES

Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in the exclusive jurisdiction of Houston, Texas, except that, to the extent you have in any manner violated or threatened to violate Waste Management's intellectual property rights, Waste Management may seek injunctive or other appropriate relief in any state or federal court in Houston, Texas, and you consent to such exclusive jurisdiction and venue. Arbitration

under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction in Houston, Texas. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms of Use, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law.

Each party hereby consents (a) to the exclusive jurisdiction of the courts in Houston, Texas for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law.

SITE GOVERNANCE AND SEVERABILITY

Please review our other policies posted on this Site. These policies also govern your visit to this Site. If any provision of this Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Terms of Use and shall not affect the validity and enforceability of any remaining provisions. This Terms of Use and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

CHANGES TO THE TERMS OF USE

We reserve the right to amend the Terms of Use, and to modify, add or discontinue any aspect, content, or feature of the Site. Such amendments, modifications, additions and/or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Site, via e-mail or any other means. You agree to the new posted Terms of Use by continuing your use of the Site. You agree to review the Terms of Use periodically and your continued use of the Site following such modification will indicate your acceptance of any modified Terms of Use. If you do not agree with the modified Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

Last updated and effective as of April 27, 2012