

BUSINESS EMISSIONS EVALUATOR TERMS OF SERVICE

Please read these Terms of Service (this “Agreement”) carefully. This Agreement is between you and Climate Neutral (dba The Change Climate Project), a California public benefit company (“Company” or “we” or “us” or “TCCP”) concerning your use of (including any access to) Company’s website, currently located at www.changeclimate.org (together with any materials, software and services available therein, and successor website(s) thereto, the “Site”). This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Site posted by Company to the Site, or otherwise made available to you by Company.

BY CLICKING OR TAPPING ANY BUTTON OR BOX MARKED “ACCEPT,” “AGREE” OR “OK” (OR A SIMILAR TERM) IN CONNECTION WITH THIS AGREEMENT, OR BY USING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND AFFIRM THAT YOU ARE OF LEGAL AGE WHERE YOU LIVE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 21 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OR CLASS ARBITRATIONS OF ANY KIND.

Your clicking or tapping any button or box marked “Accept,” “Agree” or “OK” (or a similar term) in connection with this Agreement, or your use or access of the Site, in each case following any changes to this Agreement will constitute your acceptance of such changes. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both the individual using the Site and to any such Organization.

1. Definitions.

“Customer Data” means any data, information, content, or materials that you or your Organization upload to, submit through, or otherwise make available via the Site, including data provided for the purpose of calculating or analyzing greenhouse gas emissions, carbon footprints, ESG metrics, or sustainability performance.

“Usage Data” means data collected or generated by the Company in connection with the operation, use, support, or performance of the Site, including aggregated, anonymized, or de-identified information relating to system performance, feature usage, or benchmarking of usage patterns, provided that Usage Data does not identify you, your Organization, or any individual, and does not disclose Customer Data.

2. Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

The “Last Updated” legend above indicates when this Agreement was last changed. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users. We reserve the right to introduce new features or functionality for which the payment of fees may be required.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by this Agreement and the Site’s Privacy Policy, located at <https://www.changeclimate.org/privacy-policy> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

4. Jurisdictional Issues. The Site is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

5. Rules of Conduct. In connection with the Site, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- Use the Site for the benefit of any third party, in a service bureau, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.

- Use the Site to transmit through or in connection with the Site, any spam, chain letters or other unsolicited communications.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site (including any content available thereby); or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except to the extent such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without Company's express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content (including Submissions), or reproduce or circumvent the navigational structure or presentation of the Site, without Company's express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Site's root directory, Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to use the Site (including any applicable device data transmission charges).

6. Resources. The Site may make available content, information, data, materials, services, products, merchandise, functionality or other resources (collectively, "Resources"), as well as references and links to such Resources. Resources may be made available by Company or by third parties, and may be made available for any purpose, including for general information purposes, and are not intended to amount to advice on which you should rely. We make no representations as to the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or

safety of any or all of the Resources and the Site, or any intellectual property rights therein. Resources are subject to change at any time without notice. To the fullest extent permitted under applicable law, we disclaim all liability and responsibility arising from any reliance placed on any Resources by you or any other user of the Site, or by anyone who may be informed of the content of any Resources.

7. Third Party Resources; Links. Certain Site functionality may make available access to Resources made available by third parties such as Submissions ("Third Party Resources"), or allow for the routing or transmission of Third Party Resources, including via links; by using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Resources.

We neither control nor endorse, nor are we responsible for, any Third Party Resources, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Resources, or any intellectual property rights therein. Certain Third Party Resources may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by Company with respect to any Third Party Resources. We have no obligation to monitor Third Party Resources, and we may block or disable access to any Third Party Resources (in whole or part) through the Site at any time. In addition, the availability of any Third Party Resources through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Resources, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY RESOURCES (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY RESOURCES).

8. Registration; User Names and Passwords. You may need to register or otherwise enter a user name, password or other data, information or credential with respect to the Site, whether provided by you or provided to you (collectively, "Access Credentials"), to use all or part of the Site. We may reject, or require that you change, any Access Credential that you provide, and we may change or terminate any Access Credential that we may provide to you, in each case in our sole discretion. Your Access Credentials are for your personal use only in accordance with this Agreement and you should keep them confidential; you, and not Company, are responsible for any use or misuse of your Access Credentials, and, in each case, you must promptly notify us of any actual or suspected confidentiality breach or unauthorized use of your Access Credentials or your Site account.

9. Submissions. Certain Site functionality may provide users with the ability to upload, submit, share or otherwise disclose content, information, data, materials or other subject matter through or in connection with the Site (each, a "Submission"). Company has no control over and is not responsible for Submissions, any use or misuse (including any distribution) by any third party of Submissions or for any of your interactions with other Site users. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK. You agree that Your Submissions will comply with any submission guidelines or other rules Company establishes that are posted on the Site or that Company otherwise makes available, and further agree that you will not post or submit to, or otherwise make available or in connection with,

the Site any Submissions that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any other applicable policy. You agree that Your Submissions do not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy. Company reserves the right, but is not obligated, to reject and/or remove any Submissions that Company believes, in its sole discretion, violates these provisions.

You represent and warrant that (a) you have all rights necessary to grant the licenses granted in this section; (b) Your Submissions are complete and accurate; and (c) Your Submissions and your provision thereof to us (whether through and in connection with the Site or otherwise) are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party (including any intellectual property, publicity or privacy rights).

10. Customer Data; License; Confidentiality. As between you and Company, you retain all right, title, and interest in and to Customer Data. Except as expressly set forth in this Agreement, nothing herein transfers any ownership rights in Customer Data to Company.

You hereby grant to Company a limited, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, transferable license to host, store, process, transmit, and use Customer Data solely to the extent necessary to provide, operate, support, maintain, and improve the Site and the products and services offered by Company, in accordance with this Agreement and Company's Privacy Policy.

Notwithstanding the foregoing, Company may use Usage Data for any lawful business purpose, including analytics, benchmarking, research, product development, and service improvement, provided that such Usage Data is aggregated, anonymized, or de-identified and does not disclose Customer Data or identify you or your Organization.

Company will not disclose Customer Data to third parties except: (a) as expressly authorized by you; (b) as required to provide the Site or related services through service providers bound by confidentiality obligations; (c) in aggregated, anonymized, or de-identified form; (d) as required by law or valid legal process; or (e) as otherwise permitted under the Privacy Policy.

The obligations in this section shall survive termination of this Agreement.

11. Feedback. If you provide Company with suggestions, ideas, or feedback regarding the Site ("Feedback"), you grant Company a non-exclusive, perpetual, irrevocable, royalty-free license to use

such Feedback for any lawful business purpose, provided that such Feedback does not include Customer Data. Feedback is not confidential.

12. Monitoring. We may (but have no obligation to) monitor, moderate and/or analyze your use of the Site in accordance with the Privacy Policy, and monitor, moderate, analyze, alter and/or remove Submissions before or after they appear on the Site. We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose consistent with the Privacy Policy.

13. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view and use any portion of the Site to which we provide you access under this Agreement, solely in accordance with the functionality that we make available to you, solely for your internal use. You represent and warrant that your use of the Site and exercise of any of the rights and licenses granted to you in this Agreement will not be in violation of any law, rule, regulation or mandatory regulatory guidance applicable to you or your products or services, or any right of any third party.

14. Company's Proprietary Rights. As between you and us, we own the Site, which is protected by proprietary rights and laws. All trade names, trademarks, service marks, logos, symbols and copyrightable works available through the Site are the property of their respective owners and except for the rights you grant Company under Paragraph 9, nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks, logos or copyrightable works without the express prior written consent of the owner. Our trade names, trademarks and service marks include Climate Neutral, The Change Climate Project, The Climate Label, Business Emissions Evaluator, BEE, and any associated logos. You may not use our trade names, trademarks, service marks, logos, symbols and copyrightable works ("Company Marks") without our prior written consent. You agree to comply with Company's branding guidelines (located at <https://www.changeclimate.org/brand>) and not to use Company Marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion.

15. Administrators. You may have been assigned an account by an administrator, or otherwise have an account that permits an administrator to take actions on your behalf. If so, the administrator may be able to access or disable your account and make purchases on your behalf.

16. Transactions. We may make available the ability to purchase products or services or otherwise purchase access to certain subscriptions through the Site (each a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, and your billing address. You represent and warrant that you have the right to use any credit card that you submit in connection with a Transaction. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. The Company reserves the right, including without prior notice, to limit the available quantity of any product or service or discontinue making available any product or service; to impose conditions on the honoring of any coupon, discount or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any product or service. Transactions are final, however, refunds may be available in certain

circumstances, subject to Company's applicable refund policies. You agree to pay all charges incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

17. Subscriptions; Payment Authorization. If you purchase a subscription to a product or service, or if you start a free trial for such a subscription, your subscription will renew automatically at the regular subscription price and at the frequency stated when you made the purchase or began the free trial, unless you are otherwise notified in writing. Unless you set a subscription to stop automatically renewing prior to its renewal date, or cancel a free trial before it ends, each in the manner specified by us, you authorize us (without further notice to you, unless otherwise required by applicable laws) to charge the payment method you have provided to us in the amount of the then-current subscription fees and any applicable taxes, on a monthly basis or at any other frequency specified by us and agreed to by you. If we cannot charge your payment method for any reason, such as an expired payment method information or insufficient funds, you remain responsible for any uncollected amounts, and we may initiate additional attempts to charge the payment method as you may update your payment method information. We may terminate a subscription at any time, or change the terms of subscriptions. If we terminate a subscription, you will receive a prorated refund if applicable.

18. Promotions. Any sweepstakes, contests, raffles, surveys, games, coupons, rebates or similar promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as the Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern with respect to such Promotion to the extent of such conflict.

19. Disclaimer of Warranties and Conditions. To the fullest extent permitted under applicable law: (a) the Site and any Resources (including any Third Party Resources) are made available to you on an "As Is," "Where Is" and "Where Available" basis, without any warranties or conditions of any kind, whether express, implied or statutory; and (b) Company disclaims all warranties or conditions with respect to the Site and any Resources (including any Third Party Resources), including the warranties or conditions of merchantability, satisfactory quality fitness for a particular purpose, non-infringement and title. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Company and its affiliates and their respective owners, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers, and their respective successors and assigns (collectively, the "Company Parties").

While we seek to maintain the timeliness, integrity and security of the Site, including reasonable safeguards to mitigate against the risk of unauthorized disclosure of data that you upload to the Site for use in calculating your carbon footprint, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at web@changeclimate.org with a description of such alteration and its location

on the Site.

20. Limitation of Liability. To the fullest extent permitted under applicable law: (a) no Company Party will be liable either for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind arising out of or in connection with the Site or this Agreement, nor for any damages for diminution of value, loss of profits, loss of revenue, loss of business, loss of use or data, loss of goodwill, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), in either case whether under any contract, tort (including negligence), strict liability or other theory and even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, no Company Party will be liable for damages of any kind resulting from your use of or inability to use the Site or from any Resources (including any Third Party Resources), including from any Virus that may be transmitted in connection therewith; (c) your sole and exclusive remedy for dissatisfaction with the Site or any Resources (including any Third Party Resources) is to stop using the Site; and (d) the maximum aggregate liability of all Company Parties, collectively, for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, will be equal to the greater of (i) the total amount, if any, paid by you to Company in connection with this Agreement during the twelve (12) months preceding the event giving rise to the claim; and (ii) ten U.S. dollars (USD \$10). All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Company and the each of the other Company Parties.

21. Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

22. Nothing in this Section excludes or limits our liability for: (i) death or personal injury caused by our negligence; or (ii) fraud or fraudulent misrepresentation.

23. Indemnity.

By You. To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Company and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, damages, liabilities, losses, costs, expenses and fees (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) your breach of this Agreement; (b) your violation of applicable law in connection with your use of the Site; (c) any Customer Data submitted by you that infringes or misappropriates the intellectual property or other rights of a third party; or (d) your use of, or activities in connection with, the Site (including Your Submissions).

By Company. Company will defend, indemnify, and hold harmless you and your Organization from and against any third-party claims alleging that the Site, as provided by Company and used in accordance with this Agreement, infringes any U.S. intellectual property right, provided that you promptly notify Company of the claim and cooperate in the defense. Company shall have no obligation under this section to the extent a claim arises from: (i) Customer Data; (ii) your misuse or

unauthorized modification of the Site; or (iii) your use of the Site in combination with products or services not provided by Company.

This section states each party's sole and exclusive indemnification obligations under this Agreement.

24. Termination. This Agreement is effective until terminated. Company may terminate this Agreement or suspend your right to use the Site at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You may also request termination of this Agreement at any time by submitting the request in writing to tech@changeclimate.org. Upon any such termination or suspension, your right to use the Site will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your Access Credentials, Your Submissions and all associated materials, without any obligation to provide any further access to such materials. If you choose to terminate the agreement, you may include in your termination request a request to delete your Access Credentials, Your Submissions and all associated materials. The preamble and Sections 3-11 and 14-23 will survive any termination of this Agreement.

25. Governing Law; Arbitration; Class Action Waiver. This Agreement, your use of (including any access to) the Site and all related matters are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law that would cause the application of the laws of any other jurisdiction, and regardless of your location.

26. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement, your use of (including any access to) the Site and all related matters, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Company and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class arbitration or class action. If you do not want to be bound by this arbitration provision, you may opt out. In order to opt out of this arbitration provision, you must notify us in writing that you do not want to resolve disputes with us by arbitration, and such notice should be delivered by mail to 548 Market Street PMB 32099 San Francisco CA 94104, Attn: Austin Whitman, CEO, TCCP, or by electronic mail to info@changeclimate.org, within thirty (30) days of the earlier of (a) the date you first use or access the Site; and (b) the date you click or tap any button or box marked "accept," "agree" or "ok" (or a similar term) in connection with this Agreement.

27. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "Comprehensive Rules") (currently available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>), or if you are resident in the United Kingdom, by JAMS under its International Arbitration Rules (currently available at <https://www.jamsadr.com/international-arbitration-rules/>), as amended by this Agreement. Selection of the arbitrator shall be in accordance with the rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which

is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, provided that if you are a consumer (as defined by JAMS), you have a right to an in-person hearing in your hometown area. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The arbitrator's award will provide a written statement of the disposition of each claim, the award given and the essential findings and conclusions on which the award is based. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if applicable law allows, they can seek relief against us for you. If you are a consumer (as defined under JAMS rules), remedies that would otherwise be available to you under applicable federal, state or local laws will remain available under this arbitration clause, unless you retain the right to pursue such remedies in court. As part of the arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the claim.

28. If you are a consumer (as defined under JAMS rules) and you initiate arbitration against the Company, the only fee required to be paid is \$250 (the approximate cost of court filing fees) and all other costs will be borne by the Company, including any remaining JAMS Case Management Fee and professional fees for the arbitrator's services. If the Company initiates arbitration against you and you are a consumer (as defined under JAMS rules), the Company will pay for all costs associated with the arbitration. The parties are responsible for paying their own attorneys' fees. For arbitrations outside of California, the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party if such an award is allowed under applicable law. For arbitrations within California, the arbitrator shall not have the authority to award attorney's fees and costs to a claimant who does not prevail against the Company.

29. Parental Control Protections. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed on such site.

30. Information or Complaints. If you have a question or complaint regarding the Site, please send an e-mail to info@changeclimate.org. You may also contact us by writing to 548 Market Street #32099 San Francisco CA 94104, ATTN: Austin Whitman, CEO, TCCP, or by calling us at 617-221-8132. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

31. Copyright Infringement Claims. We are committed to respecting the legal rights of copyright owners, including those who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available from the Site infringe your copyright, you (or your agent) may send to Company a written notice by mail, e-mail or fax, requesting that Company remove such material or disable access to it. If you believe in good faith that someone has wrongly submitted to us a notice of copyright infringement involving content that you made available through the Site, you may send to Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the Digital Millennium Copyright Act of 1998 (the “DMCA”). See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to our designated DMCA agent as follows: By mail to Austin Whitman, CEO, TCCP, 548 Market Street #32099, San Francisco, CA, 94104; or by e-mail to info@changeclimate.org.

We suggest that you consult your legal advisor before sending a DMCA notice or counter-notice. It is Company’s policy to terminate, in appropriate circumstances, a Site user’s right to use the Site if they are deemed by Company to be repeat infringers.

32. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

33. Miscellaneous. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein and any addenda hereto, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail to the most recent email address that you have provided to us (including in each case via links), or by regular mail to the most recent mailing address that you have provided to us. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based

upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.