

THE ALLIANCE FOR CLIMATE TRANSITION

TERMS OF SERVICE

Last updated: May 29, 2025

Please read these Terms of Service (the “Agreement”) carefully because they are a binding agreement between you and The Alliance for Climate Transition (“ACT”, “we”, “us” or “our”) and apply to your use of our website at <https://www.joinact.org> and all of its sub-domains (collectively, the “Site”), any member portal we may make available through the Site (the “Member Portal”), and our social media accounts, pages, and other applications, including, without limitation, any content, functionality, products, services or communications offered or occurring on or through any of the foregoing (collectively, our “Services”).

By visiting, registering for, accessing, and/or using our Services, you automatically agree to this Agreement, and you acknowledge our [Privacy Policy](#), and you certify that you are at least 18 years of age and that you will provide truthful and accurate information about yourself.

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES, WHICH (I) REQUIRES THAT YOU AND ACT ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT; AND (II) LIMITS CLASS ACTION CLAIMS.

Changes to Agreement

We may change, modify, add, or remove portions of this Agreement (each, an “Update”) at any time and in our sole discretion without prior notice to you and such Updates will be effective immediately. If we make Updates to this Agreement, we will change the “Last Updated” date above. Your continued use of Services will confirm your acceptance of the updated Agreement. We encourage you to frequently review the Agreement to ensure you understand the latest terms and conditions associated with use of the Services. If you do not agree to the updated Agreement, you must discontinue using the Services.

Privacy Policy

Please refer to our Privacy Policy (the “Privacy Policy”) for information regarding how we collect, use, and disclose information about you in connection with your use of our Services, and regarding how others collect, use, and disclose information about you. The terms and conditions of our Privacy Policy are incorporated into this Agreement.

Membership Eligibility

ACT offers Memberships to individuals aged 18 years or older (“Members”) as described in more detail below. If you are obtaining a Membership on behalf of a company, organization, or other legal entity, you represent that you have the authority to bind such entity and its affiliates, in which case the terms “you”, “your”, and “Member” shall refer to you and also refer to such entity and its affiliates. We may, in our sole discretion, refuse to offer Services to any person or entity and change the eligibility criteria for using the Services at any time.

Terms of Access and Use

Subject to your compliance with this Agreement and all applicable laws, ACT grants you a limited, nonexclusive, non-transferable and revocable right to access and use the Services for personal and/or educational purposes in accordance with the terms and conditions of this Agreement, including, but not limited to, our Privacy Policy.

As between you and ACT, you are responsible for obtaining and maintaining all computer hardware, software, communications, and equipment needed to access and use the Services, and for paying all associated third-party access charges. ACT may monitor any and all use of the Services by you and collect information about your use of the Services in accordance with our Privacy Policy for the purpose of optimizing the Services. ACT may use such data for its business purposes, and may disclose the same, provided that in connection with such use or disclosure, such data and information are aggregated and do not identify individuals.

Memberships & Accounts

We offer different types of memberships and sponsorships depending on how you are using and/or supporting our Services (each, a “Membership” or “Sponsorship”, as applicable).

Memberships include but are not limited to:

- **Core Council Members:** Core members are clean energy companies in various industry sectors.
- **Partner Members:** Partner members are regional, State or National associations doing climate or clean energy work.
- **Affiliate Members:** Affiliate members are professional services providers including law, accounting, finance, consulting, engineering, investment, project development, executive search, real estate, architectural, and other professional service firms.
- **Affinity Program Members:** Affiliate program members are part of a corporate membership network and program that engages leading local, commercial, industrial, and global corporations building their energy innovation relationships across the Northeast’s cleantech ecosystem and markets by offering discount services to ACT’s members.
- **Clean Economy Roundtable (CER) Premium Member:** An exclusive membership opportunity for industry leaders to foster climate tech and energy innovation partnership opportunities and expand their presence across the Northeast.
- **Strategic Partner Network (SPN) Premium Member:** A corporate membership network and program that engages leading global corporations building their energy innovation relationships across the Northeast’s cleantech ecosystem and markets.
- **Institute Members:** Institute members are NGO, State and local governments, regional councils, academic and training institutions, community-based organizations, public health entities, conservation and agricultural institutions, and private operating foundations who share expertise, connection, and benefit from ACT’s network relationships, policy advocacy, innovation ecosystem, and expertise.

Sponsorships include but are not limited to:

- **Silver, Gold, or Platinum Level ACT Annual Sponsors (with complementary Membership):** Our organizational sponsorship offers visibility, networking, and thought leadership opportunities within the Northeast clean energy sector. Sponsors gain access to key decision-makers, industry leaders, public officials, utilities, and cutting-edge innovators while being promoted to an extensive network of clean energy investors and companies.
- **Special Government Affairs or Policy Project Sponsors:** Sponsors and contributors to Special Projects that address critical regulatory and policy challenges to accelerate the clean energy transition in the Northeast. These initiatives are driven by the expertise and investments of our member companies to ensure fair, effective, and innovative solutions for interconnection, energy storage, and siting and permitting processes, vital to building a resilient and decarbonized energy system.
- **Institute Donors:** Institute donors are individuals, family offices, philanthropic foundations, corporate giving foundations, and others who support the fight against disinformation, support of local communities in their climate transition plans, developing climate careers for a diverse workforce, and building partnerships to ensure many voices are sharing in the benefits of a transition to a just climate economy.

Program & Event Sponsorships

- **Green Future Gala Sponsorships:** Companies and NGO partners seeking exposure and engagement with 500+ influential policymakers, dedicated activists, transformative corporate leaders, and innovative startups during our events.
- **Cleantech Open Northeast Sponsors:** Sponsor Companies seeking exposure through our annual start-up business competition and accelerator program, hosting events regionally, where we connect cleantech startups with the people and resources that will accelerate their success, and provide a national platform for public visibility.
- **Navigate Sponsorships:** Sponsors who want to support program or ICCC events and/or have access to a network of climate tech growth-stage startups.

You may close your Membership or Sponsorship with ACT and terminate your relationship with us, but you will remain liable for all fees and obligations related to your Membership or Sponsorship even after the Membership or Sponsorship is closed.

Account Registration & Account Credentials

Depending on your Membership, you may have the opportunity to register for and set up an account with ACT (“Account”) in order to access the Member Portal and other benefits provided by ACT. You agree to accurately maintain and update any information about yourself that you have provided to ACT when setting up your Account. You may not use anyone else’s Account at any time and you may not allow others to use your Account. You are responsible for all activities that occur in your Account and with respect to your use of the Services, regardless of whether the activities are authorized by you or undertaken by you, your employees, or a third party (including your contractors, agents, or other end users). ACT and its affiliates are not responsible for unauthorized access to the Services or your Account, including any access that occurred as a result of fraud,

phishing, or other criminal activity perpetrated against you by third parties. You will ensure that your use of the Services and your Account does not violate any applicable law.

You shall ensure the security of any account credentials issued to you in connection with your Account. If any of your account credentials are stolen or otherwise compromised, you shall immediately change your password and inform ACT of the compromise. ACT is not responsible for loss of any data in transmission or improper transmission by you.

Fees

Certain fees (the “Fees”) may apply to your Membership or Sponsorship for ACT. Please reach out to ACT at any time for more details. Fees may change from time to time in ACT’s discretion.

Members pay Membership-related Fees on an annual basis in advance of the membership year, and Membership Fees are non-refundable. If you owe Membership Fees or other amounts to ACT, we may (i) suspend your Membership and Sponsorships and/or stop providing Services to you, (ii) place limitations or take other actions on your ACT account, and (iii) engage in collection and other efforts to recover such amounts from you, which amounts shall be your responsibility and recoverable from you.

Taxes

Each party will be responsible, as required under applicable law, for identifying and paying all applicable sales, use, and any other taxes and governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the payments under this Agreement. All Membership Fees payable by you are exclusive of taxes unless otherwise noted on the Fee Schedule. We reserve the right to withhold taxes where required.

Modification to Services

ACT may, at any time and for any reason, change, update, or discontinue Services, or any part thereof, with or without notice. ACT will not be liable to you or to any third party for any modification, suspension, or discontinuance of Services as permitted herein.

We will give you appropriate advance notice about any major changes, although you understand that we may stop, suspend, or change our Services at any time without prior notice. You may terminate this Agreement at any time by ceasing to use our Services.

Conduct Guidelines

The rights granted to you under this Agreement are subject to the following conduct guidelines concerning the Services (as applicable):

- You will not copy, reproduce, distribute, transmit, republish, post, publicly perform, or publicly display the Services, or any information or content made available on or through the Services, without ACT’s prior written consent;
- You will not modify or create derivative works of the Services;
- You will not remove or destroy any copyright notices or other proprietary markings contained on or in any portion of the Services;
- You will not access or use the Services to build a similar or competitive service or application;
- You will not reverse engineer, decompile, disassemble, re-engineer, or otherwise create or

attempt to create or permit, allow, or assist others to create the source code of the Services or their structural framework;

- You will not sublicense, subcontract, translate, license, or grant any rights to the Services (including without limitation allowing any distribution or sublicense of the Services or other access to the Services by any person or entity);
- You will not use any robot, spider, site search, or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services;
- You will not create Internet “links” to the Services or “frame” or “mirror” any content therein;
- You will not harvest information about or from other Members or users of the Services for your commercial purposes;
- You will not probe, scan, or test the vulnerability of the Services, or breach the security or authentication measures on the Services, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services;
- You will not upload invalid data, viruses, worms, keyloggers, spyware, Trojan horses, time bombs, malicious or harmful code, or other software agents through the Services;
- You will not attempt to gain unauthorized access to the Services or their related systems or networks; and
- You will not use the Services in whole or in part for any illegal purpose.

You shall take all reasonable precautions to prevent unauthorized or improper use of the Services, and you are solely responsible for complying with all laws, rules, and regulations applicable to you when you use the Services. You agree to comply with the above conduct and usage requirements (“Conduct Guidelines”) and agree not to assist or permit any person to engage in any conduct that does not comply with the Conduct Guidelines. Any use of the Services in violation of these Conduct Guidelines is prohibited and may result in our suspension or termination of your right to use the Services, and may possibly expose you to legal action and damages.

ACT Content

Except for User Content and Third Party Content, all information and materials contained on or within the Services, including, but not limited to, text, graphics, applications, HTML, look and feel, images, illustrations, designs, photographs, audio, video, white papers, press releases, names, product names or descriptions, icons, typefaces, software (both source and object code), format, queries, algorithms, and any content that ACT makes available to you through the Services (collectively, “ACT Content”), as well as their selection and arrangement, and all intellectual property and other rights relating to ACT Content, as between you and ACT, are solely and exclusively owned by ACT. You will not delete or alter any copyright, trademark, or other proprietary rights notices from ACT Content.

User Content

Certain features of the Services may allow you to post, submit, publish, display, share, store or manage text, data, ideas, opinions, recommendations, and other information (collectively, “User Content”). All User Content must comply with this Agreement and any written guidelines made available by ACT. You agree that ACT may use and display any User Content you voluntarily provide in connection with operating the Services. User Content must comply with all applicable federal, state, local, and international laws and regulations. ACT DOES NOT ENDORSE ANY USER CONTENT SUBMITTED THROUGH THE SERVICES, AND ACT HAS NO RESPONSIBILITY OR LIABILITY WITH

RESPECT TO ANY USER CONTENT SUBMITTED THROUGH THE SERVICES OR FOR ANY RESULTS CAUSED BY USING SUCH USER CONTENT.

Any User Content is posted and otherwise made available in our Services on a non-confidential and non-proprietary basis. By providing User Content, you grant ACT and our service providers, and each of their and our respective licensees, successors, and assigns the worldwide, unrestricted, royalty-free, irrevocable, transferable, sub-licensable right to (i) publish, publicly display and perform, modify, edit, alter, and otherwise use the User Content, in whole or in part, without further consent, review or participation from you, for any purpose throughout the world (including commercial and promotional) in any medium or format now existing or hereafter created, including but not limited to print or recorded material, websites, and social media platforms; and (ii) use your name and other information about you in connection with the User Content. You represent and warrant that (1) you own or control all rights in and to the User Content and have the right to grant the license granted above; and (2) all of your User Content does and will comply with this Agreement. We reserve the right to use, not use, or discontinue using any User Content in our sole discretion at any time, subject to the terms of our Privacy Policy.

Third Party Content

The Services may allow access to data, information, or services disseminated by outside data sources (collectively, "Third Party Content") and you acknowledge that ACT and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness, or availability of such third party data, information, or services and make no warranty concerning such information. Third Party Content is the copyrighted work of its owner, who expressly retains all right, title, and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. YOU USE SUCH THIRD PARTY CONTENT AT YOUR OWN RISK.

No Reliance

Any reliance you place on the Service, ACT Content, User Content and/or Third Party Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or by anyone who may be informed of or exposed to such materials. ACT DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE SERVICES.

All statements and/or opinions expressed in the User Content and Third Party Content are solely the opinions and the responsibility of the person or entity providing those materials, which do not necessarily reflect the opinion of ACT. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Disclaimers

THE SERVICES, ACT CONTENT, USER CONTENT, AND THIRD PARTY CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND. ACT DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SERVICES, ACT CONTENT, USER CONTENT, AND THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY OF INFORMATION AND FITNESS FOR A PARTICULAR PURPOSE.

ACT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE TRUTH, ACCURACY, COMPLETENESS, TIMELINESS, LEGALITY OR RELIABILITY OF ANY SERVICES, ACT CONTENT, USER CONTENT, OR THIRD PARTY CONTENT. ACT RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, STALENESS OR OMISSIONS WITH RESPECT TO THE SERVICES, ACT CONTENT, USER CONTENT, AND THIRD PARTY CONTENT; HOWEVER, ACT UNDERTAKES NO OBLIGATION TO UPDATE OR TO MAINTAIN THE SERVICES, ACT CONTENT, USER CONTENT, OR THIRD PARTY CONTENT EXCEPT AS REQUIRED BY LAW. NO SPECIFIED UPDATE DATE APPLIED TO THE SITE SHOULD BE TAKEN TO INDICATE THAT ALL CONTENT HAS BEEN MODIFIED OR UPDATED.

ACT DOES NOT WARRANT THAT: (I) THE QUALITY OF THE SERVICES, ACT CONTENT, USER CONTENT, OR THIRD PARTY CONTENT THAT YOU OBTAIN FROM ACT WILL SATISFY YOUR REQUIREMENTS OR MEET YOUR EXPECTATIONS, (II) THE SITE WILL OPERATE UNINTERRUPTED AND ERROR-FREE, OR (III) THE SITE WILL BE FREE OF VIRUSES, WORMS OR OTHER HARMFUL MATERIAL. YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO YOUR SYSTEMS OR OPERATIONS WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SITE. YOU SHALL IMPLEMENT AND TAKE RESPONSIBILITY FOR BACKING UP ALL YOUR DATA.

ACT DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF THE INTERNET, COMPUTER SYSTEMS, SERVERS, OR THIRD PARTY SERVICE PROVIDERS, COMPUTER EQUIPMENT, MOBILE DEVICES, SOFTWARE, OR FAILURE OF EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING INJURY OR DAMAGE TO ANY COMPUTER OR MOBILE DEVICE RELATED TO OR RESULTING FROM THE SITE. IN THE EVENT OF ANY PROBLEM WITH THE SERVICES, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE ACCESSING AND VIEWING THE SITE AND/OR USING THE SERVICES.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

Social Media

When we make available certain social media features through LinkedIn, X, Instagram, or other social media sites, you may take such actions as are enabled by those features. Please be aware that activities on our social media sites, or facilitated by or through our social media sites, are subject to the terms and conditions of the applicable social media site(s). Any information or content provided to social media sites may be processed and used by the applicable social media sites in accordance with their policies and any agreements with ACT.

Links to Other Sites

Our Services may contain links to other websites. The fact that we link to a website is not an endorsement, authorization, or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data, or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies and terms of use for the other websites you visit.

Ownership

ACT and/or its licensors own all right, title, and interest, including all related intellectual property rights, in and to the Services, ACT Content, and Third Party Content. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, ACT Content, and/or Third Party Content. ACT reserves all rights not expressly granted in this Agreement.

All trademarks, service marks, logos, slogans, and taglines displayed on or through the Services are the property of ACT and its licensors or their respective owners and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans, or taglines displayed on or through the Services without the express written permission of ACT, or such third-party that may own the trademark, service mark, logo, slogan, or tagline.

Your Feedback

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). We may ask for your Feedback in connection with your use of the Services, and you can always submit Feedback by emailing us at membership@joinact.org.

You grant us a nonexclusive, irrevocable, worldwide, royalty-free, fully paid up right and license to use any Feedback provided by you to us with respect to the Services, and we can use, disclose, reproduce, license, and otherwise distribute and exploit Feedback in any manner without obligation or restriction of any kind on account of intellectual property rights or otherwise. ACT will treat any Feedback you provide to us as non-confidential and non-proprietary.

Communications Related to Services – Consent to Receive Phone and Text Messages

By providing your mobile number to ACT, you are agreeing to be contacted by or on behalf of ACT at the mobile number you have provided, including calls and text messages, to receive informational, Services-related communications (e.g., authentication, order confirmations, etc.). Message and data rates may apply.

Consent to Electronic Notice

If you provide your email address to ACT through the Services, or by e-mailing ACT directly, you agree that ACT may communicate with you electronically regarding administrative, security, and other issues relating to your use of the Services. You agree that any notices, agreements, disclosures, or other communications that ACT sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The foregoing does not affect your statutory rights.

Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY USE, INABILITY TO USE, MODIFICATION, SUSPENSION, OR WITHDRAWAL OF THE SERVICES, OR ANY FEATURES, PARTS, OR CONTENT OF THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACT SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DAMAGES IN ANY WAY ARISING FROM OR RELATING TO YOUR RELIANCE UPON, OR YOUR USE OF OR INABILITY TO ACCESS OR VIEW THE SERVICES, ACT CONTENT, OR THIRD PARTY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT,

TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General Release

You are solely responsible for all claims, injuries (including death), illnesses, damages, liabilities, and costs ("Liabilities") suffered by you or any third party as a result of your use of the Services. To the maximum extent permitted by applicable law, you hereby release the ACT Parties (as defined below) from any and all responsibility and liability for the foregoing.

YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. IF YOU ARE A CALIFORNIA RESIDENT, YOU ACKNOWLEDGE AND HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims you may have against the ACT Parties pertaining to the subject matter of this section.

Indemnification By You

Without limiting the generality or effecting other provisions of this Agreement, as a condition of accessing or using the Services, you agree, at your expense, to indemnify and hold harmless ACT and its affiliates and its and their licensors, suppliers, officers directors, employees, and agents ("ACT Parties"), from and against any and all losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees, settlements and judgments) arising out of or incurred as a result of: (i) your use, misuse, or inability to use the Services, (ii) your User Content, (iii) your failure to comply with any applicable laws and regulations (including any privacy laws), (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right, or (v) your breach of any obligations set forth in this Agreement. You shall not settle any such claim without the written consent of the applicable indemnified party.

For any third-party claim covered under this indemnification provision, we will notify you upon becoming aware of the claim, and you will also defend such claim at your expense if instructed by us to do so. If we or our partners or licensors are obligated to respond to a third-party subpoena or other compulsory legal order or process, you will also reimburse us for reasonable attorneys' fees, as well as employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at the applicable then-current hourly rates.

Term, Suspension and Termination

This Agreement will remain in full force and effect while you use the Services. We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate this Agreement or otherwise create liability for us or any other person. Such actions could include suspending or terminating your rights with respect to the Services, with or without notice. If your rights with respect to the Services are suspended or terminated, you agree to make no further use of the Services as directed by ACT for the duration of the suspension or indefinitely following termination.

ARBITRATION CLAUSE & CLASS ACTION WAIVER - APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Boston, Massachusetts, United States of America, before one arbitrator. The language to be used in the arbitral proceedings will be English. If the dispute, claim, or controversy exceeds \$250,000, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"), and if not, the arbitration shall be administered by JAMS pursuant to the Rules and in accordance with the Expedited Procedures or similar process set forth in the Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

YOU AND ACT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

YOU AND ACT EACH HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND THIS WAIVER APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER THEORY.

Force Majeure

You agree that ACT is not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, pandemics and epidemics, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

Governing Law and Venue

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its rules on conflicts or choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

International Visitors

We operate the Services and our business from the United States. Please note that other countries

may have laws and regulatory requirements that differ from those in the United States, and if you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with all local laws.

General Terms

This Agreement, together with the Privacy Policy, constitute the sole agreements between you and ACT for your use and the provision of the Services, and the subject matter hereof. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Should any provision of this Agreement be held invalid or unenforceable, such provision will be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and any rights and licenses granted hereunder, may not be transferred, delegated, or assigned by you, but may be assigned, delegated, or transferred by ACT without restriction. Any attempted assignment, subcontract, delegation, or transfer by you in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Certain of our licensors, suppliers and/or indemnities may be third-party beneficiaries of this Agreement and have the right to enforce this Agreement against you.

Contact Information

If you have any questions about our Site, Services or this Agreement, please contact us at membership@joinact.org, by phone at (617) 500-9990, or by mail directed to 444 Somerville Ave, Somerville, MA 02143.