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## CUSTOMER AGREEMENTS

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### SUSTAIN:GREEN TERMS OF USE AGREEMENT

#### INTRODUCTION

Subject to the terms and conditions of this Terms of Use Agreement (this "TOU Agreement"), Sustain:Green and its affiliates (jointly and severally, the "Company," "We," "Our" and "Us"), hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance.

#### ACCEPTANCE OF TERMS

Your use of the Sustain:Green website, including [sustaingreen.com](http://sustaingreen.com), all subdomains and any affiliated sites, including but not limited to all social media sites, (the "Site"), tools, services, Content (as defined below) and/or products, including your shopping on the Site (jointly and severally, the "Services") is subject to this TOU Agreement. By accessing, browsing, and/or using the Services (referred to as "Use" or "Using" the Services), you are deemed to accept this TOU Agreement and you agree to be bound by it. If you do not wish to be bound by this TOU Agreement, do not Use the Services. If you are dissatisfied with any portion of the Site, or with any of the terms and conditions of the TOU Agreement, your sole and exclusive remedy is to discontinue Use of the Site.

#### USE OF SITE

Except as otherwise explicitly permitted herein, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Site or any portion of it unless explicitly granted written permission by Us. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly granted written permission by Us in advance. We reserve the right to block access to the Site, refuse to provide Services, terminate Accounts (defined below), and/or cancel orders at Our sole discretion.

You shall not upload to, distribute, or otherwise publish through this Site any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

Content provided on this Site is solely for informational purposes. Submissions or opinions expressed on this Site are that of the individual expressing such submission or opinion and may not reflect our opinions. Product representations expressed on this Site are that of the vendor and are not made by Us.

We reserve the right at any time to modify or discontinue, temporarily or permanently, this Site or any part thereof with or without notice. You agree that We shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Site or any part thereof.

The Site may be linked to other websites. You acknowledge and agree that We are not responsible for the availability of such external websites, and does not endorse and is not responsible or liable for any content, advertising, products and/or other materials on or available from such websites. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website.

Neither Company nor its third party service providers, their respective employees, officers, affiliates or agents will be liable to you for any action or inaction any of them take or fail to take with respect to the Site or any changes in the TOU Agreement. Without limiting the foregoing, Company shall not be liable for any damages resulting from the actions or inactions of Commerce, American Carbon Registry and Mata No Peito.

#### PASSWORDS

We may assign you a password and account identification to enable you to access and use certain portions of the Site (inclusive of your password and account identification, your "Account"). Each time your Account information is provided to Us, you will be

deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this TOU Agreement and any other applicable agreements, and we have no obligation to investigate the authorization or source of any such access or use of the Site. You further acknowledge and accept that the Company shall have no obligation to investigate the authorization or source of any activity, including without limitation purchase and account management activity, following a proper log-in to the Site, which is defined as a matching and current account identification and password. You will be solely responsible for all access to and use of this Site by anyone using your Account whether or not such access to and use of this Site is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including without limitation financial obligations) incurred through such access or use. You accept and acknowledge that you are solely responsible for protecting the security and confidentiality of your Account and the password and identification assigned to you. You shall notify Us immediately of any unauthorized access, use of your password and account identification or any other unauthorized use of the Site. We shall not be liable or responsible for any loss or damage arising from any unauthorized use, access or any other breach of security of your Account, including but not limited to your member sign-in password and email address. You agree to indemnify and hold Company and its subsidiaries, affiliates, officers, agents and employees harmless from any and all liabilities, claims, demands, actions, suits, losses, obligations, judgments, proceedings, damages, expenses and costs (including reasonable attorneys' fees), based upon, arising from or related to (a) information or content submitted, transmitted or otherwise made available on or through the Site by you or any other person accessing the Site using your Account; (b) the use of, or connection to, this Site by you or any other person accessing the Site using your Account (including negligent or wrongful conduct); or (c) your breach or attempted breach of these Terms.

### **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site and all content contained therein, including but not limited to text, photographs, images, icons, graphics, trademarks, logos, service marks and trade names, and software ("Content"), is owned by the Company and/or its third-party suppliers and protected by applicable law. You agree not to copy, publish, use, display, transmit, modify, transfer, sell, reformat, distribute, create derivative works from, or in any way exploit the Content without Our prior written approval. In addition, any mechanized or systematic processes for harvesting information from this Site for any purpose is prohibited. Nothing contained in or on this Site should be construed as granting any license or right, by implication or otherwise, to use any of the Content at any time.

Except as otherwise provided elsewhere in this TOU Agreement or on the Site, anything that you submit or post to the Site and/or provide Us, including without limitation, ideas, know-how, techniques, questions, reviews, photographs, images, videos, social media communication, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our exclusive property and shall not be returned to you. You represent and warrant that you own or otherwise control all of the rights to Submissions you post on or to the Site and that use of your Submissions by us will not infringe upon or violate the rights of any third party. In addition to the rights applicable to any Submission, when you make any Submissions on or to the Site, you also grant us the right to use the name associated with such Submission. You shall not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove, reject or edit in any manner any Submissions at our sole discretion.

### **REVISIONS**

We may revise this TOU Agreement in our sole discretion. Each time changes are made to this TOU Agreement, a revised TOU Agreement will be posted on the Site. If you continue to Use the Services following the posting of a revised TOU Agreement, it will constitute your acceptance of the revised TOU Agreement. Please review the Site from time to time to view the most current TOU Agreement.

### **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

Site is presented "as is." We make no representations or warranties of any kind whatsoever, express or implied, in connection with this TOU Agreement or Site, including but not limited to warranties of merchantability, non-infringement, availability or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable. We attempt to provide accurate information on the Site. However, to the extent permitted by applicable law, we do not warrant that information, product descriptions and other content available on the Site are accurate, complete, reliable, current or error-free. You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any indirect, special, punitive, incidental, or consequential damages of any kind (including lost profits) related to the Site or your use thereof regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed one hundred dollars (\$100.00). You agree that no claims or action arising out of, or related to, the use of the Site or these terms of use may be brought by you more than one (1) year after the cause of action relating to such claim or action arose.

### **DISPUTES AND DISPUTE RESOLUTION**

This TOU Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its provisions governing conflicts of laws. You agree that our remedy at law for any actual or threatened breach of this TOU Agreement would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. No instance of waiver by us of our rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CONTROVERSY

OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by a neutral arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than rules applicable in court. In arbitration, you may choose to have a hearing and be represented by counsel. You and we agree that either you or we may, without the other's consent, require that any controversy or dispute between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This arbitration provision covers all Claims, including without limitation: (i) the enforceability or interpretation of this TOU Agreement and our Privacy Policy, including this arbitration provision; (ii) any aspect of the Site, (iii) any aspect of the benefits or perceived value associated with the Site and your Account, (iv) any Claims made directly by you, by anyone connected with you or claiming through you to be your agent, representative or heirs, or a trustee in bankruptcy, (v) any Claims based on any theory of law, any contract, statute, regulation, ordinance, tort (including fraud or any intentional tort), common law, constitutional provision, respondeat superior, agency or other doctrine concerning liability for other persons, custom or course of dealing or any other legal or equitable ground (including any claim for injunctive or declaratory relief), (vi) any Claims based on any allegations of fact, including an alleged act, inaction, omission, suppression, representation, statement, obligation, duty, right, condition, status or relationship, and (vii) any Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual basis. If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action or otherwise. The party filing an arbitration must choose an arbitration administrator from the American Arbitration Association.

If you file for arbitration, you must notify us in writing within two business days. If we initiate the arbitration, we will notify you in writing at the last address we have on file for you, or at our discretion via email, using the most recent email address associated with your Account. Any arbitration hearing shall be held in Miami-Dade, Florida and you waive any objection that such location may be inconvenient for you. If we file the arbitration, we will pay the initial filing fee. If you file the arbitration, you will pay the initial filing fee. Each party to the arbitration shall pay its own fees and expenses, and will not be eligible for any recovery of such fees or expenses from the other party. All parties to the arbitration must be individually named. Claims by persons other than individually named parties shall not be raised or determined. Notwithstanding anything else that may be in this arbitration provision or TOU Agreement, no class action, private attorney general action or other representative action may be pursued in arbitration, nor may such action be pursued in court unless consented to by all parties to the arbitration. Claims of two or more persons may not be joined, consolidated or otherwise brought together in the same arbitration regardless of whether or not the Claims (or any interest in the Claims) may have been assigned.

#### **TERMINATION**

You agree that We may, with or without notice to you, immediately terminate, prohibit, limit or suspend your access to the Site based on any of the following: (a) breach or violation of this TOU Agreement; (b) upon request by law enforcement; (c) unforeseeable technical or security issues or problems; (d) extended periods of inactivity; (e) fraudulent, deceptive or illegal activity; or (f) any other activity which we believes is harmful to this Site, Company or its business interests. You agree that any termination, limitation of access and/or suspension shall be made in Company's sole discretion and that it shall not be liable to you or any third party for the termination, limitation of access and/or suspension of your access to the Site. If you or We terminate your use of the Site either actively or passively by not accessing your Account for a period of six months, we may delete any Content or other materials relating to your Account or use of the Site and We shall have no liability to you or any third party for doing so. The following sections shall survive any termination of this TOU Agreement or your use of the Site: "Passwords," "Intellectual Property Rights," "Indemnification," "Disclaimer of Warranties; Limitation of Liability," "Disputes and Dispute Resolution," "Copyright" and "General."

#### **COPYRIGHT**

If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please provide Us the following information in writing (together constituting "Copyright Notice"): (a) a description of the copyrighted work or other intellectual property that you claim has been infringed; (b) the URL and location on the Site in which the alleged infringing material is located; (c) your address, telephone number, fax number, and email address; (d) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law, with an an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; and (e) a statement by you, under penalty of perjury, that the above information in your Copyright Notice is accurate and that you are the copyright or other intellectual property owner or are authorized to act on behalf of the copyright or other intellectual property owner. This Copyright Notice should be emailed to [customer-care@sustaingreen.com](mailto:customer-care@sustaingreen.com). You agree and acknowledge that submission of a Copyright Notice containing false or material misrepresentations may result in you being held liable for damages and attorneys' fees.

#### **GENERAL**

The Privacy Policy for Sustain:Green and the Site is provided separately in accordance with applicable law, and incorporated in its entirety into this TOU Agreement by reference. By accepting this TOU Agreement, you have additionally accepted Sustain:Green's privacy policy, the most current version of which is available on the Site.

This TOU Agreement is not enforceable by or for the benefit of any third party.

You agree to receive communications from Us electronically, including but not limited to e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirements that such communications be in writing.

You and We desire that this TOU Agreement be enforced to the fullest extent possible under applicable law and therefore agree that, if any provision is deemed to be unenforceable or unlawful, that provision will be ignored to the extent of its unenforceability or unlawfulness, but the remaining portions of that provision, and this TOU Agreement as a whole, will be enforced to the fullest extent possible.

This TOU Agreement has an effective date of July 29, 2015.

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