

# Terms of Use (“TOU”)

**Introduction:** The following Terms of Use ("TOU") describe the terms and conditions applicable to your access and use of the website of American Carbon Registry, located at [www.americancarbonregistry.org](http://www.americancarbonregistry.org) (the "Website"). By using the Website, you are accepting and agreeing to the TOU. If you do not agree to the TOU, do not use the Website. We reserve the right to change the TOU at any time without notice; modifications will be included in the TOU. It is your responsibility to check the TOU from time to time for modifications. Continued use of the Website after any modifications of the TOU will constitute acceptance of such modifications. The Website is owned and operated by the American Carbon Registry, an enterprise of Winrock Institute for International Development, an Arkansas nonprofit corporation ("ACR").

**Ownership and Use of Website:** The Website, including without limitation, any information, software, photographs, images, video, audio, graphics, or text on the Website ("ACR Content"), and all patent, copyright, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of ACR and various third party owners. You agree to abide by all applicable intellectual property laws and any additional restrictions set forth on the Website in relation to ACR Content. By using the Website, you represent that you are at least 13 years old and are a resident of the United States. If you are under 13 or not a U.S. resident, do not use the Website. ACR does not intend to market any products or services to children and does not knowingly collect personal information from children under the age of 13 through the Website. Except as specifically permitted herein, you may not store, modify, reproduce, transmit or distribute content from the Website without the prior written consent of ACR. ACR may change or restrict your use of the Website and/or make changes to the products and services described on the Website at any time without notice. You also agree not to use the Website for any unlawful purpose or in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of ACR, its affiliates or service providers, or interfere with any other party's use of the Website. You may not attempt to gain unauthorized access to the Website or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Website or framing of any ACR Content is prohibited without ACR's prior written consent. ACR reserves the right to disable any unauthorized links or frames.

**Limited License; Permitted Uses:** You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with this Agreement; and (b) to use the Website solely for your internal business needs.

**Disclaimer of Warranties:** THE WEBSITE, THE ACR CONTENT AND THE USER CONTENT ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. ACR MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE, THE ACR CONTENT OR THE USER CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS.

**Limitation of Liability:** YOUR USE OF THE WEBSITE AND ANY ACR CONTENT OR USER CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL ACR OR ANY THIRD PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE, ACR CONTENT, OR USER CONTENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY DECISION OR ACTION TAKEN IN RELIANCE UPON ANY ACR CONTENT OR USER CONTENT, ANY DELAYS, ERRORS, OMISSIONS OR INTERRUPTIONS IN DELIVERY, NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE WEBSITE CONTENT, OR FOR ANY TYPES OF DAMAGES OR LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Exclusion of Consequential Damages:** IN NO EVENT SHALL ACR OR ANY THIRD PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY DIRECT, SPECIAL, INCIDENTAL,

INDIRECT, PUNITIVE, CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS OR INJURY CAUSED IN WHOLE OR IN PART IN RELATION TO THE WEBSITE, THE PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE, ACR CONTENT OR USER CONTENT.

**Additional Limitations:** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THE "LIMITATION OF LIABILITY" AND "EXCLUSION OF CONSEQUENTIAL DAMAGES" SECTIONS MAY NOT APPLY TO YOU. IN THOSE CIRCUMSTANCES, AS WELL AS ANY OTHER WHERE LIABILITY OCCURS, YOU ACKNOWLEDGE THAT THE ENTIRE LIABILITY OF ACR AND ITS THIRD PARTY PROVIDERS UNDER THIS TOU, OR ANY MATTER RELATING TO THIS TOU OR WITH RESPECT TO THE WEBSITE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

**Indemnification:** You agree to indemnify and hold harmless ACR and its affiliates, officers, agents, employees, shareholders, directors and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content or Submission you submit, transmit or otherwise make available, your use of the Website or ACR Content, your violation of the TOU, or your violation of any rights of another party.

**Trademarks:** Unauthorized use of trademarks, service marks or logos owned by ACR is strictly prohibited and may also be a violation of federal and state trademark laws.

**Copyright:** The Website is protected by U.S. copyright laws. Except as expressly provided under "Use of Website" section above, you may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or ACR Content without the prior written consent of ACR.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at [registry@americancarbonregistry.com](mailto:registry@americancarbonregistry.com), or by letter sent postage prepaid to American Carbon Registry, 1601 N. Kent St, Arlington VA 22209, Attention: Copyright Agent.

**Governing Law:** The TOU shall be governed in all respects by the laws of the State of Arkansas, USA, without reference to its choice of law rules. By accessing the Website you understand and agree that all transactions take place in Pulaski County, Arkansas and agree that the federal and state courts located in Pulaski County, Arkansas have exclusive jurisdiction over any disputes with ACR arising from or related to your use of the Website or any of the products, services, ACR Content or User Content on the Website. You irrevocably consent and submit to the exclusive personal jurisdiction of that court, and you irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

**Statute of Limitations:** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Website or the TOU (other than a violation of ACR's intellectual property rights hereunder) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Third Party Links:** The Website may contain links to third party websites. ACR makes no representation regarding the content or accuracy of any website that you may access through the Website. ACR does not monitor and is not responsible for the content found on other websites that are linked from the Website. ACR does not imply endorsement, recommendation or sponsorship for any linked website or the services, products or advice described on the site, and ACR shall have no liability for its content, including its accuracy, subject matter, quality or timeliness, or any personal information that you provide to such site. USE OF SUCH SITE IS AT YOUR OWN RISK. The views, opinions, statements, offers or other information or content expressed therein are those of the respective author(s) or distributor(s), not of ACR.

**Third Party Services:** We may allow access to or advertise certain third-party product or service providers ("Third-Parties") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Third Parties. Third Parties are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Third Parties. All rules, policies (including privacy policies) and operating procedures of Third Parties will apply to you while on any Third Party sites. We are not responsible for information provided by you to Third Parties. We and the Third Parties are independent contractors and neither party has authority to make any representations or commitments on behalf of the other. You agree that use of or purchase from such Third Parties is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTIES OR FOR ANY INFORMATION APPEARING ON THIRD PARTY SITES OR ANY OTHER SITE LINKED TO OUR SITE.

**Security:** ACR does not make warranties or representations regarding the security of the Website, ACR Content or User Content. Data sent over the Internet may be intercepted by third parties; if you are concerned about the security of your data, you should not send it over the Internet.

**User ID and Password:** You may be required to have a user ID and password to access certain areas of the Website. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by you. ACR prohibits the transfer or sharing of user IDs and passwords. You agree to immediately notify ACR of any unauthorized use of your user ID or password or any other breach of security.

**Linking to the Website:** You may not link to the Website prior to obtaining written permission from ACR, which may be withheld in ACR's sole discretion.

**Information and Press Releases:** The Website may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

**Special Admonitions For International Use:** Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content.

**General Practices Regarding Use And Storage:** You agree that ACR has no responsibility or liability for the deletion or failure to store any messages and other communications or other User Content. You acknowledge that ACR reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that ACR reserves the right to modify these general practices and limits from time to time.

**Termination:** You agree that ACR may, *in its discretion, and without prior notice*, immediately terminate your Website account, any associated email address, and access to the Website.

**No Third Party Beneficiaries:** You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this TOU.

**Waiver:** The failure of ACR to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**Headings:** The section and paragraph headings used in this TOU are inserted for convenience only and will not affect the meaning or interpretation of this agreement.

**Violation of TOU:** ACR reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this TOU and the Privacy Policy (which is incorporated by reference), including, but not limited to, the right to block access from a particular Internet address to the Website.

**Entire Agreement; Severability:** This TOU, and the applicable [Privacy Policy](#) for the Website, constitutes the entire agreement between you and ACR relating to the use of the Website. Use of the "ACR Registry Powered by TZ1" is governed by the Member Agreement by and between ACR and the member of the ACR Registry Powered by TZ1, and not by this TOU. Additional terms and conditions may apply to transactions with Third Parties or when you access any linked websites. Should any provision of our TOU be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

**Contacting ACR:** If you have Website questions, comments, or concerns, please email [registry@americancarbonregistry.com](mailto:registry@americancarbonregistry.com). Please include detail of your questions, comments or concerns and your complete name and contact information.