

Terms of Use (“TOU”)

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- 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
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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.

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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.

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