

End User License Agreement

The terms of this User Agreement (“Agreement”) constitute a fully integrated agreement between You and Us (defined below) that supersedes any and all prior agreements between You and Us concerning our grant of permission (license) to You to use the websites and platforms offered by the Green Business Certification Inc. (“GBCI”), as well as any of its affiliates and subsidiaries, including but not limited to, the U.S. Green Building Council, Inc. (“USGBC”), GRESB, Green Building Certification Institute Pvt. Ltd. (“GBCI India”), and Arc Skoru Inc. (“Arc”), (collectively, the “GBCI Affiliates”). The GBCI Affiliates may be updated from time to time. To the extent that any information provided herein is conditioned on updating from time to time, You agree to be bound by and to check for such updates often. The rights granted herein are personal to You and may not be transferred or assigned by You. All of Our rights and obligations under this Agreement are freely assignable by Us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. If there is a discrepancy or conflict between these terms and the content of our website, these terms shall govern. However, should you subsequently accept another agreement offered to You on any of Our Online Platforms, and any terms are inconsistent between the two agreements, You agree that the terms of the latter agreement shall control.

1. By accepting this Agreement you agree to be bound by all the terms of this Agreement. If You do not agree to these terms, You must stop all use of websites and platforms of GBCI, and the GBCI Affiliates immediately.
2. You warrant and represent that you are over 18. If You are under 18, You may not access and use the Website (defined below) and services offered by the GBCI Organization(s) (“Services”) without Your parent's or legal guardian's supervision.
3. Regardless of Your location, You consent to having Your Personal Data, including but not limited to your name, and contact details (See our *Privacy Notice* for more information, available at: <https://cityclimateplanner.org/privacy-policy>, transferred to a cloud based server located in the United States and, when applicable, processed in the United States.
4. *Definitions.* As used herein, the words

- a. “We,” “Us,” and “Our” refer to the Green Business Certification Inc. (“GBCI”), the GBCI Affiliates, and all of their respective employees, agents, officers, directors, assigns and successors in interest (collectively, the “GBCI Organization”).
 - b. “You,” “Your,” and “Yourself” refer to those individuals and entities who use this website and have an authorized user account, as well as their authorized agents and employees.
 - c. “Website” or “Online Platform” refers to the online tools designed to facilitate the certain services offered to you by any entity in the GBCI Organization, including but not limited to education courses, performance tracking and/or an applicable certification process. The websites and online platforms (“Our Online Platforms”) may be updated from time to time.
5. *Use of Our Online Platforms.* Each of Our Online Platforms is designed and administered solely for the purpose of facilitating certain specific services, which may include course offerings, performance recognition, data collection and benchmarking, and certification review, as combinations or as individual organizational offerings. You acknowledge that access to certain sections and use of certain services may require the acceptance of additional terms and conditions. Such additional terms and conditions will be presented to You where applicable. You agree that Your use of any of Our Online Platforms will be for lawful purposes only. Further, You agree that You will not post to or transmit through any of our Online Platforms any information containing threatening, offensive, abusive, harassing, or defamatory content. You agree that You shall not use any of our Online Platforms for advertising, to collect site content for commercial purposes including screen scraping, to collect user or project information for commercial purposes, and/or to solicit others with respect to the purchase or sale of products or services. Please note that all activity on our Online Platforms or Websites is monitored, including use of our Services by registered users. If We see indications that our Online Platforms are being used outside of this License Agreement, we may contact You and/or Your organization and ask You to investigate Your use of the Online Platforms or Websites and provide Us with information to validate that Your use of our website and Services offered is within Your account parameters.

6. *Account Identifiers.* You agree to be responsible for maintaining the confidentiality of any passwords, usernames, or other account identifiers. If You do elect to share any of Your account information, You agree to be responsible for all activities that occur under Your account. You agree that: (i) Your account and password are to be used only by You (ii) You will not create registration accounts for the purposes of abusing the functionality of the Online Platforms, or other users (iii), You will not do anything to aid anyone who is not a registered user to gain access to any area of any Online Platform that is reserved for registered users; and (iv) You will not seek to pass Yourself off as another user. Furthermore You agree to notify us immediately pursuant to the notification provisions in Section 11 if You become aware of any unauthorized use of Your account.
7. *Availability of the Online Platforms.* Our Online Platforms generally will be available to you twenty-four hours a day, seven days a week, other than when unavailable for maintenance. However, We do not guarantee that availability of it or that access to it will be uninterrupted or error free. We reserve the right to interrupt, limit, or suspend the platform from time to time for purposes of maintenance, upgrades, modifications, or similar reasons.
8. *Changes to our Online Platforms.* We reserve the right to unilaterally update, change and/or remove the content and availability of features and programs offered by any of our Online Platforms. All such updates and changes shall be effective and binding on You immediately upon us making them. You are solely responsible for keeping yourself informed of the current content and features provided by the relevant Online Platform. We are under no obligation to inform You of changes to the Online Platform other than by posting such changes on the Online Platform, but We agree to refrain from taking action without prior affirmative notice to You if the provision upon which our action is to be based is materially different from the Sections that are applicable to this Agreement on the Effective Date. If you do not agree with any changes initiated by us to the relevant Online Platform, your sole remedy is to terminate this Agreement.
9. *Use and Protection of Our Intellectual Property.*
 - a. The intellectual property rights in each of Our Online Platforms are the property of one of the GBCI Organizations, as identified on the specific Online Platform. Other materials, programs and processes made available through the use of any of our

Online Platforms may be the property of one or another of the GBCI Organizations, or of third parties. Any of our Online Platforms may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Unless otherwise noted, all information, screenshots, text, articles, data, images, documents, software or other materials (collectively hereinafter referred to as the “Materials”) contained within any of Our Online Platforms are copyrighted by GBCI, a GBCI Affiliate and/or a third party (hereinafter collectively referred to as the “Copyright Holder”). Title to copyright in the Materials will at all times remain with the Copyright Holder.

b. Permission to display and/or download any Materials on any of our Online Platforms is granted only by entering into an agreement offered by such Online Platform. You may NOT copy, edit, distribute, sell, or modify the Materials without the express, prior written consent of the Copyright Holder.

c. We respect the rights of all copyright holders and in this regard, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe upon the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please send an email to our webmaster <http://www.gbc.org/contact> with the following information required by the *Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512*: (i.) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii.) Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii.) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv.) Information reasonably sufficient to permit Us to contact the complaining party; (v.) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi.) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

d. You also agree that all techniques, algorithms, and processes contained in any of Our Online Platforms and any other of Our computer program products offered through the Online Platforms are proprietary to the relevant entity within the GBCI Organizations, and you agree to safeguard them as such. You agree that You shall not, and shall not permit any other person to: (i.) copy any software associated with the Online Platform, in whole or in part; (ii.) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the online platform; (iii.) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the online platform to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iv.) reverse engineer, disassemble, decompile, decode or adapt the online platform, or otherwise attempt to derive or gain access to the source code of the online platform, in whole or in part; (v.) bypass or breach any security device or protection used for or contained in the online platform; (vi.) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the online platform documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of any of our Online Platforms or documentation related thereto; (vii.) use any of our Online Platforms in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (viii.) use any of our Online Platforms for purposes of: (a.) benchmarking or competitive analysis of the platform; (b.) developing, using or providing a competing software product or service; or (c.) any other purpose that is to the disadvantage, detriment or commercial disadvantage of the relevant entity in the GBCI Organization offering the Online Platform; (ix.) use any of our Online Platforms in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Online Platform could lead to personal injury or severe physical or property damage; or (x.) use any of our Online Platforms other than for any use or in any manner or for any purpose or application not expressly permitted by this Agreement. You agree that any breach of this obligation will actually and materially damage the relevant entity in the GBCI Organization offering the Online Platform. You

agree that in the event you breach this Agreement, you will be liable for damages as may be determined by a court of competent jurisdiction. You agree that in no event shall You exercise less than due diligence and care in accordance with the laws of the country of purchase and international law, whichever operates to best protect Our interests.

9. *Third Party Website and Information Access.* When accessing any of our Online Platforms, you may be provided with access to websites and information controlled, maintained and/or published by third parties. Your use of such information and/or access to such sites is governed by the terms and conditions imposed by those third parties. We are not responsible for the security, accuracy, or availability of third party websites. Any link or reference to any website or source of information controlled, maintained and/or published by any party other than the entity offering the Online Platform shall not constitute an endorsement or warranty of any kind either express or implied including the implied warrant of merchantability and/or the implied warranty of fitness for any particular use.

10. *Release and Limitation of Liability.* You knowingly and intelligently waive and release all claims and causes of action against the GBCI Organization entity offering the relevant Online Platform arising out of or in any way related to the use of the Online Platform other than claims and cases of action for loss, damage, cost or expense that is the direct and proximate result of such entity's willful misconduct or gross negligence. THIS WAIVER AND RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO OUR DECISION OR ABILITY TO MAINTAIN, ALTER AND/OR SECURE THE ONLINE PLATFORM, OR THE INTENTIONAL SUSPENSION OF ACCESS TO CERTAIN SERVICES, PROCESSES OR PROGRAMS MADE AVAILABLE THROUGH THE ONLINE PLATFORM.

11. *Notice of Claims.* If you have been damaged by any act or omission by Us, then, within thirty (30) calendar days after the occurrence of each such act or omission, You must provide Us with written notice describing with reasonable detail the act and/or omission, how You were damaged by it, and a reasonable estimate of the extent of monetary

amount of Your damages you claim to have suffered. You must provide this written notice to us by certified mail, return receipt requested, addressed as follows: Name of Relevant [GBCI Organization] entity, General Counsel, 2101 L Street NW, Suite 500, Washington, DC 20037. Your providing us with the notice in the manner and within the timeframe described in above, is an express condition precedent to your right to commence and maintain litigation against us. You knowingly and intelligently waive any and all claims and causes of action against Us to the extent that You do not provide us with the notice in the manner and within the timeframe described herein. Further, you agree not to commence litigation against Us until sixty (60) calendar days after we receive (as evidenced by our signature on the return receipt) the written notice described, above. Your right to commence and maintain litigation against us is further limited as described below.

12. *Information Submitted.* Any information you submit through any of our Online Platforms will be used internally only, unless You otherwise consent or unless the issue is separately addressed in an agreement under which it is provided that You may submit information as a project team member; however, Your submission of information authorizes such internal use by Us. Billing information is collected through a secure server and is not shared with other organizations other than the credit card issuing entity. Your credit card number is not retained once Your transaction has been authorized and processed. Regardless, You warrant, to the best of your information and belief, that You have the right to provide all information that you submit through any of our Online Platforms; and that all such information You submit is and will be true correct and complete, and accurate in all respects, and does not and will not infringe upon or misappropriate the intellectual property rights of any third party.

13. *Information Collected.* Our Online Platforms use “cookies” which are small files stored on your computer’s hard drive used to track certain information. These cookies enable us to track and target the interests of users to enhance their experience. If you find cookies objectionable, please consult your browser’s documentation for information on how to block or erase cookies. In addition, Our Online Platforms collects and saves the default information customarily logged by World Wide Web server software. (See our *Privacy Notice and Cookies Statement*

<https://cityclimateplanner.org/cookie-policy> and <https://cityclimateplanner.org/privacy-policy>.

Our logs contain the following information for each request: date, time, originating IP address and domain name, object requested, and completion status of the request. These logs may be kept for an indefinite length of time and may be used at any time and in any way necessary to prevent security breaches and protect the integrity of the data on Our Online Platforms. We retain the right to disclose submitted or collected information if required to do so by law or if acting on a good faith belief that such disclosure is necessary to protect Our rights or property or to respond to an emergency situation.

14. *Review, Update, and Deletion of Information.* If you are concerned about the information you have provided to Us (or which We have collected) or would like to review, update, or delete this information, please email Us at: <http://www.gbci.org/contact>. If You are a national or resident of the European Economic Area (EEA), and are subject to the jurisdiction of the General Data Protection Regulation (GDPR), You have the legal right to access, amend, edit and request erasure of your personal data stored with Us, so long as You are not part of an ongoing business transaction with Us.
15. *Security of Information.* We take reasonable precautions to protect Our users' information. Please note, however, that electronic transmissions via the Internet are not necessarily secure from interception, and We do not guarantee the security or confidentiality of transmissions. Except as may be otherwise provided in a specific agreement for services, We undertake no responsibility or liability for the deletion or failure to store any information or communications submitted through any of Our Online Platforms.
16. *Export Controls.* The use of Our Online Platforms is controlled by the *United States Export Administration Regulations* and it may not be used in or exported or re-exported to any country to which the United States embargoes goods. In addition, none of our Online Platforms may be used or distributed to persons on the *Table of Denial Orders*, the *Entity List*, or the *List of Specially Designated Nationals*. By executing this Agreement, You are certifying that you are not a national of any country to which the

United States embargoes goods and that you are not a person on the *Table of Denial Orders*, the *Entity List*, or the *List of Specially Designated Nationals*.

17. *Indemnity*. If anyone brings a claim against Us related to Your actions, content or information on any of our Online Platforms, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

18. *For Government Entities*. If You are an employee of a Government Entity (meaning a sovereign nation, and any of its agencies or instrumentalities, as well a state, provincial or local government, including an agency, board or commission in the executive branch of such government) and are using one of Our Online Platforms during the course of your employment, the foregoing provisions of this Agreement regarding indemnification, equitable relief, disputes and choice of law, to which You are prohibited from agreeing to as a matter of law, are hereby waived.