

End User License Agreement

The Green Apple Day of Service ("Green Apple Day") ("GreenApple") is a platform and a website (the "Site") owned and provided by the U.S. Green Building Council, Inc. ("USGBC" or "we" or "us" or "our").

Please read this End User License Agreement (the "Agreement") carefully before accessing our Site and/or using any of the services (the "Service" or "Services") we offer as this Agreement governs the conditions under which the website visitor ("you" or "your" or "yourself") may use our Site.

By using our Site and/or our Services, you acknowledge and agree that you have read and agree to be bound by all of the terms set forth herein, without modification.

USE OF THE SITE AND/OR THE SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS, TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT ACCEPT THIS AGREEMENT, IN FULL AND WITHOUT CONDITION, YOU HAVE NO RIGHT TO USE THIS SITE AND/OR THE SERVICES.

We reserve the right, in our sole discretion, revise and/or modify this Agreement from time to time and at any time; such change will be effective immediately upon publication and without notice to you. You agree to continually review this Agreement and Conditions as your continued access or use of the Site and/or the Services following such revisions or modifications shall be deemed conclusive acceptance of your agreement to be bound by all revisions and/or modifications to the Terms.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES OR OTHERWISE ACCESS THE SITE.

You may use the Site and/or the Services for legal purposes only. Your rights to use this Site and/or the Services may be further limited by governmental law, or the laws or regulations in your particular country, state, or locality. This Agreement is void where prohibited by law, in which case the right to access the Site and/or the Services is revoked.

By using the Site and/or the Services, you acknowledge and agree that you have also read and agree to our [Privacy Notice](#) which governs how we treat information, including personally identifiable information you provide to us.

Copyright, Trademarks and Limitations on Use

The contents of this website (the "Site Material" or "Site Materials") collectively refers to any of the following owned by us or certain third parties: text, graphics, images, information, software, audio and video clips, links, logos, icons, and other material including but not limited to proprietary and confidential information, copyrights, patents, trade secrets, trade dress, service marks and trademarks, and other intellectual property.

You explicitly agree that you will not copy or reproduce any trademark or service mark of ours, unless specifically authorized to do so, to imply an endorsement by or relationship with USGBC or GreenApple.

Our Site Material contains information provided to us by Site Users, obtained from publically available information, or licensed from affiliated and non-affiliate parties. As a Site User, if you feel any information is inaccurate please send an email detailing the inaccuracy, the specific URL, and any corroborating evidence to info@usgbc.org.

All Site Material, in whole or in part, is protected by all applicable copyright laws, international conventions or treaties, and any other intellectual property or proprietary laws, and unless a) in the public domain, b) belonging to third parties, or c) otherwise stated, is owned by us whether or not such rights are expressly identified in, or in connection with, such Site Materials. Our Site Material may include technical inaccuracies or typographical errors.

We authorize you a non-exclusive, non-transferable license, to view the Site Material for your personal use or in the ordinary course of business. This authorization is not a transfer of title in the Site Material, or copies of the Site Material. Unauthorized use of the Site Material violates copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy you make of such material. The names, marks and logos included in the Site Material are, unless otherwise noted, registered and/or common law trademarks owned by or licensed to us. Marks not belonging to us belong to their respective third party owners and we claim no rights in them. The use of these marks or the Site Material, except as provided in this Agreement and Conditions, is prohibited.

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.usgbc.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.

Except as permitted below, content obtained through GreenApple may be downloaded, displayed, reformatted and printed for your personal or internal business use only. In no case is the ownership of any of the content, data or information transferred to you. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the information received through GreenApple to any third party without the express written consent of USGBC.

Notwithstanding the above, you are prohibited from using any portion of the Service (a) to provide online or a similar platform service to a third party; (b) to provide any services or product that may compete with GreenApple; or (c) in such a manner as to result in the displacement of an existing membership, or subscription, or loss of a potential membership or subscription.

You also agree that you will not refer to, or attribute any information to us, in any public medium (regardless of form) for advertising, public relations, marketing or other similar purpose. You agree that you will not copy or reproduce any Mark of ours, unless specifically authorized to do so, to imply an endorsement by or relationship with us.

Transfer or assignment of your password and user name to another individual is strictly prohibited. Use of your password and user name by a third party may result in the automatic termination of your subscription without further notice, refund or recourse.

You acknowledge and agree that we may terminate your password or account or deny access to

all or part of the Service without prior notice if you engage in any conduct or activities that we, in our sole discretion, believes violate any of the Terms and Conditions, violate the rights of USGBC, or is otherwise inappropriate for continued access.

We hereby reserve the right to audit and monitor, whether physically or electronically, the number of requests for information you submit, and the frequency and duration of your online activity at GreenApple. If such monitoring or other evidence indicates you have breached any term of this Agreement, we may terminate your password without notice or refund of any membership dues or subscription fees, and pursue any and all remedies for such breach, including but not limited to injunctive relief.

To the extent that there are any questions concerning this Agreement, such as prohibitions of use, trademark and service mark use, account access, or related issues please contact legal@usgbc.org.

Comments and Feedback

We welcome comments on our website and services at info@usgbc.org. You acknowledge and agree that if you send us comments, praise, creative suggestions, ideas, notes, drawings, concepts, inventions, critiques, or other information (collectively, but excluding personally-identifying information about you, the "Information"), you grant to us a non-exclusive, perpetual, royalty-free, freely transferable license to use, practice, exploit, modify and sublicense such Information for any purpose whatsoever, commercial or otherwise, throughout the universe.

Please note that any communication or other materials that you post to our website or transmit to us over the Internet is considered to be, and will be treated as, non-confidential, unless the webpage through which information is submitted expressly states otherwise.

For more information about confidentiality and privacy issues, please read our [Privacy Notice](#) and [Cookies Statement](#).

Site Users

As a user of the Site and Services, you agree to carefully read and abide by the Agreement, including any and all user rules of conduct as specified within.

You may visit the Site without registering with us, but you must register and create a GREENAPPLE User Account for access to certain Services. Your registration information will be handled in accordance with our Privacy Notice.

You must be over 18 to access and use Our Site and/or Services. If you are over 18, you agree to take full and active responsibility to prevent the use of our Site and Services by any children under 18 you may be responsible for as a parent or legal guardian. If you are under 18, you may not access and use the Site and Services without your parent's or legal guardian's supervision.

GreenApple User Accounts

A GREENAPPLE User Account is an account created by an individual for personal, non-commercial use requiring the creation, maintenance, and use of a confidential password on the GreenApple Site. When creating a GREENAPPLE User Account you must provide complete and accurate information so as to strengthen your credibility as a Site contributor. All holders of GREENAPPLE User Accounts must accept and adhere to the GREENAPPLE User Obligations. We reserve the right to terminate any GREENAPPLE User Account for any reason, at any time, in our sole discretion.

GREENAPPLE User Obligations

By creating a GREENAPPLE User Account or otherwise using the Site, you agree to be bound by

certain User Obligations as set forth below. We reserve the right to investigate and take appropriate action, in our sole discretion, if we believe there has been a violation of these User Obligations or the terms hereunder. However, we are under no obligation to enforce this Agreement or the User Obligations on behalf of a Site User as brought against another Site User.

Confidential Information

You should not, nor do we want you to, post any confidential or proprietary information on the Site, when using the Services, when communicating with us, or at any other time. You acknowledge and agree that transmissions and communications to and from the Site, including transmission of any User Information (defined below), are not confidential, and may be read or intercepted by others. You also acknowledge that if you transmit any communication to our Site you are solely responsible for its accuracy and completeness.

User Information

By creating a GREENAPPLE User Account you are acknowledging that you give your permission for the information displayed publicly on your GREENAPPLE User Account to be posted publicly on the Site.

The Site and/or the Services include opportunities for Users to submit information, data, text, photographs, social media links and urls, images, graphics, messages, links, expressions of ideas and other content to the Site Material, and for it to be publicly displayed on the Site, used by us for analytical purposes, or for some other purpose.

We acknowledge that by posting messages, uploading files or images, inputting data or information, or engaging in any other form of communication via the Site or to produce any information for the Site (collectively referred to as "User Information"), you retain all ownership rights that you may have with respect to such User Information. You acknowledge that you understand that all such User Information, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated. This means that you, and not us, are entirely responsible for all such content that you upload, post or otherwise transmit to or via the Site and/or the Services. You agree that we may adjust portions of the User Information contained within the Site Materials at our sole discretion.

By posting or submitting User Information, you give us a non-exclusive, irrevocable, unrestricted, unlimited, worldwide, assignable, sub-licensable, royalty-free, fully-paid perpetual license to use such User Information through the Service including but not limited to the right for us to copy, publish, improve, modify, distribute, retain, remove, analyze, prepare derivative works of, use, and/or communicate in any way, information you provide directly or indirectly, without any further consent, notice and/or compensation to you or any third parties unless otherwise specified in the Agreement.

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.

We have no obligation to monitor or screen User Information, and we are in no manner responsible for it whatsoever. You are solely responsible for all User Information you publish on the Site; once it is posted, it cannot necessarily be withdrawn. You assume all risks associated with your User Information.

You represent and warrant that a) you own or have full right, power and authority to grant us the use of and right in, and to, all User Information that you elect to upload, post, email, or otherwise transmit to or via the Site; b) your license of such content to us hereunder does not, and the use of license of such content by us to third parties will not, infringe any right or interest owned or

possessed by any third party; and 3) there are no claims, settlements, or judgments to be paid by you, or pending claims or litigation, relating to such content.

You acknowledge and agree that your submitting User Information to the Site does not create any new, or alter any existing, relationships between you and us including but not limited to employment, partnership, joint venture, agency, or any other type of formal or informal relationship.

All User Information is governed by our [Privacy Notice](#). Should you provide us with User Information and/or other information, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, such information shall be deemed to be non-confidential and we assume no obligation to protect such information from disclosure, except insofar as provided for in our [Privacy Notice](#).

The submission of such User Information or other information shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by us for any purpose whatever and we shall be free to reproduce, use, disclose and distribute the information to others without restriction. Additionally, we are free to use the content of any such communications, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods or services.

Unless otherwise specified, you waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, intellectual property rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such User Information. We disclaim any liability for disclosure of User Information as a result of errors in transmission by third parties or unauthorized acts of third parties.

User Data

If you create any settings or functions, add or export any data into or from the Site Materials (collectively, the "User Data"), we shall not have any liability or responsibility for any of such User Data including the loss, destruction or use by third parties of such User Data. It is your responsibility to make back-up copies of such User Data.

User Data Security

Any information you submit through our Site will be used internally only, unless You otherwise consent or unless the issue is separately addressed in another agreement; 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 Our Site; 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.

Our Site 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 Site collects and saves the default information customarily logged by World Wide Web server software. (See our [Privacy Notice](#) and [Cookies Statement](#)). 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 Site. 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.

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.usgbc.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.

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 Site.

Improper Use

You agree without condition that you will use this Site for lawful purposes only, and will not violate this Agreement, and will at all times abide by the User Obligations.

You agree you will not reproduce, modify, duplicate, adapt, distribute, license, transmit, broadcast, publish, appropriate, create derivative works of, sell, publically display, trade, or otherwise violate any intellectual property right in the information found on the Site, (excluding content you post) except as expressly authorized by us or as permitted in this Agreement.

You agree you will not use our Site and/or Services to post, transmit or distribute, or cause to be posted, transmitted or distributed, any material that (1) violates any local, state, national or international laws; (2) violates the proprietary rights, intellectual property rights (including without limitation copyright and trademark rights), rights of privacy or publicity, moral rights, rights of attribution, or any other related rights of us or others; (3) is intended to advertise or solicit business including but not limited to any multi-level marketing scheme; (4) purports to be provided by another person; (5) is inaccurate, false, fake, obscene, harassing, threatening, defamatory, offensive, libelous, inappropriate, vulgar, or abusive; (6) would constitute or encourage a criminal offense; or (7) is a chain letter or part of a pyramid scheme.

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 Site, or other Users, and (iii) You will not do anything to aid anyone who is not a registered User to gain access to any area of the Site that is reserved for registered Users.

You agree not to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity. You may not share non-User information without their express consent. You also agree not to "stalk" or otherwise threaten, harm, or harass another user, store personal data about other users, invade privacy or publicity rights, or promote discrimination of any kind inclusive of hate speech.

You agree that in no manner whatsoever may you reverse engineer, decipher, disassemble, decompile, or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Site.

You agree not to use any robot, spider, site search-and-retrieval application, or other automated service, device, process or means to access, index, retrieve or scrape any portion of the site.

You agree to not utilize any content, data, information or the Site Materials you view, download, or otherwise obtain to directly or indirectly create, contribute to the development, or provide any service, or platform that is competitive with GREENAPPLE, as determined in our sole discretion.

You agree to not make any attempt to, or actually override, disable, damage, or otherwise interfere with any security feature included in the Site, or seek to gain unauthorized access to the Site or to GREENAPPLE User Accounts by means of hacking, password mining, or other means.

You agree not to upload, post or otherwise publish any portion of the Site Materials, or provide access to any portion of the Site Materials, though the internet, any bulletin board system, any electronic data network, any data library, any listing service, or any other data sharing arrangement, except as provided in this Agreement.

You may not introduce any material into our Site that contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere with, or appropriate our Site or any information residing on our Site.

You agree to not engage in any unlawful advertising or fraudulent, unfair or deceptive practices, "spam", or other such form of unlawful solicitation under the laws of the United States, international law, or the laws of a specific providence or state to include selling or offering for sale any property of service to persons from any list of names and/or addresses contained in or derived from public records.

You may not take any action that imposes, or may impose, as determined by our sole discretion, any unreasonable or disproportionately large load on the Site's technology, infrastructure, or otherwise make excessive traffic demands on the Site.

We reserve the right to delete any information you post on our Site that we, in our sole discretion, determine to be inaccurate, violates the law, or otherwise violates our policies or this Agreement.

If you use, or attempt to use, our Site, the Services, or the Site Materials for improper purposes including without limitation tampering, hacking, modifying, or otherwise corrupting the security of our Site, you will be responsible for all damages including, but not limited to, criminal prosecution and civil and criminal penalties to the fullest extent of international, federal and local laws.

You may not cause any breach, default, or violate any other employment, non-competition, non-disclosure, confidentiality, non-solicitation, consulting, or any other contract to which you are a part or by which you may be bound.

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.

Your Liability

If you cause a technical disruption of the Site and/or the Services you agree to be responsible for any and all liabilities, costs and expenses including reasonable attorneys fees, fines and costs of enforcement arising from or related to that disruption.

Upon your breach of any Term, our remedies shall include any damages and relief available at law or in equity as well as interruption and/or termination of your access to the Site and/or Services or any portion thereof, and permanent deletion or destruction of all portions of the Site and/or Services within your possession, custody or control.

If we retain any third party to obtain any remedy to which we are entitled under this Agreement, we shall we entitled to recover all costs, including attorney's fees or collection agency commissions, that we incur.

Third- Party Transactions

For any transaction involving a third party, including but not limited to any donations or any

monetary transactions you make for any projects listed on the Site, You may be re-directed to a third-party web site, for which We do not undertake any liability or guarantee for its security and encryption.

Piracy

Piracy means using our Service without a license to do so, enabling or trying to enable a third party who is not authorized to use our Service to be able to use our Service, or exceeding the scope of uses permitted to you under a license agreement between you and USGBC.

Piracy may include, but is not limited to the following scenarios:

1. An employee of a firm with a legitimate subscription to the Services gets a new job with a firm that does not subscribe to the Services, or subscribes to the Services at a different access level. While at the new firm, the user tries their old user name and password. It can be embarrassing for the user when USGBC contacts the licensed (old) firm to inquire about employment status, and subsequently when USGBC contacts the non-licensed (new) employer to collect the full retail value of the membership or subscription to the Services.
2. A licensed user to the Services 'loans' their user name and password to a colleague at a non-licensed firm. In this case, the source company is rendered out of compliance, and in substantial breach of this Agreement, and the borrowing user at the non-subscribing firm is liable for the full retail value of the stolen information. This Agreement do not cover account sharing in any manner with former colleagues, friends, classmates, family members, pets, significant others, or anyone else.
3. One or more users at firm that subscribes to the Services 'shares' user name(s) and password(s) with an affiliated firm or parent company that does not subscribe to the Services. The license agreement for the Services does not cover parent companies, sibling companies within the same ownership umbrella, franchises, divisions, or firms associated by any other manner of corporate affiliation, joint-venture structure, or partnership. Corporate relationships have no bearing on the license agreement underlying the use of the Services.

These and other methods and manners of sharing user names and passwords are expressly prohibited. Report any piracy violations immediately by emailing legal@usgbc.org.

Disclaimer of Warranties

The Site, the Services, and/or the Site Material are provided to you on an "AS IS" basis. You use our Site, and any reliance upon the Site Materials, is at your own discretion and risk.

The Site and the Services are provided for general information only and should not be relied upon or used as the basis for making significant decisions with out consulting primary or more accurate, more complete, or more timely sources of information.

The Site is created by and supported by USGBC as a platform for engagement only. No action or the lack thereof on part of USGBC may be constructed as an endorsement of any Site Material, Services, including but not limited to, projects or activities or any Third Party Material or any personal information listed out on the Site.

Although we strive for accuracy in all elements of the Site Material, it may contain certain inaccuracies, typographical mistakes, data omissions, computation glitches, or other errors. We make no representations about the accuracy, reliability, completeness, or timeliness of the

material on this website, the availability of the Site Materials through the website, or about the results obtained from using our Site and/or our Services.

Neither we, nor any third party involved in creating, producing or delivering the Site and/or the Services has any responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the Site, the Site Material, or the Services.

NO WARRANTIES

THIS WEBSITE AND ITS MATERIAL ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, OF NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND OF FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR AFFILIATES MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS ON THIS WEB SITE. WE SPECIFICALLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR OMISSIONS IN THE SITE MATERIALS.

WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL. IF YOUR USE OF THE WEBSITE OR THE SITE'S MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

WE MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY OR ACCURACY OR RELIABILITY OF ANY USER INFORMATION, USER CONTENT, PUBLICLY AVAILABLE MATERIALS, AND/OR THIRD-PARTY LICENSED MATERIALS THAT COMPRISE THE SITE MATERIALS. WE ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM RELIANCE ON THE QUALITY, ACCURACY OR RELIABILITY OF THE USER INFORMATION, USER CONTENT, PUBLICLY AVAILABLE MATERIALS, THIRD-PARTY LICENSED MATERIALS, AND/OR ANY DERIVATIVE WORKS GENERATED FROM THIS INFORMATION AS CONTAINED IN THE SITE MATERIALS.

WE ARE NOT LIABLE TO ANY THIRD PART(IES) WHOSE INFORMATION IS LISTED ON THE WEBSITE AND WHOSE BUSINESS IS IN ANY MANNER AFFECTED BY THE SITE MATERIALS OR USER CONTENT.

WE MAKE NO CLAIMS OR PROMISES REGARDING THE CONDUCT OF THIRD PARTIES. THUS, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE AS A RESULT OF THIRD PARTY ACTION INCLUDING, BUT NOT LIMITED TO, ERRORS IN LOCATION, NEGATIVE USER CONTENT, NEGATIVE EXPERIENCES WITH A USER OR BUSINESS LISTED ON THE SITE, OR MISUSE OF YOUR CONTENT OR IDENTITY.

WE HAVE NO OBLIGATION WHATSOEVER TO VERIFY THE IDENTITY OF USERS SUBSCRIBING TO THE WEBSITE, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF OUR SITE BY THESE USERS. THEREFORE, WE DISCLAIM ALL LIABILITY FOR MISUSE OF YOUR INFORMATION, YOUR IDENTITY, OR IDENTITY THEFT.

Limitation of Liability

IN NO EVENT SHALL WE, OUR AFFILIATES, OR OUR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO USE MATERIAL

ON THIS WEBSITE OR SITES LINKED TO THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE AND/OR ANY AFFILIATE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Digital Millennium Copyright Act Notice

We respect the rights of copyright owners and expect you to comply with U.S. copyright law. We have procedures in place to protect the rights of copyright owners in the event of alleged infringement, in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe that your copyright is being infringed by any material viewed on this Web Site, please send a notice, in accordance with the DMCA, to our designated agent.

We reserve the right to expel users and prevent their further access to this Web site for violating this Agreement or the law and reserve the right to remove any communications from this Site.

Links to Third Party Sites

This website contains links to websites owned by third parties ("Third Party Sites"). These links are provided solely as a convenience to you and are not an endorsement by us of the contents on those other sites, which content may change at any time without notice to us.

Should you utilize these links, you will leave our Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You also agree that we are not responsible or liable for any direct or indirect damage or loss caused, or alleged to be caused, by or in connection with the use of or reliance on any such content, products or services.

We are not responsible for the content of any linked sites and make no representations regarding the content or accuracy of materials on such sites, nor do we make any representations regarding the privacy practices of such sites. If you are concerned about the privacy practices of an outside site, please consult its Privacy Notice; the privacy protection provided on our website may not be available at the external link. We are not responsible or liable for applications, admissions, hiring and employment practices and access to services, programs, institutions and services of such Third Party Sites. We are not responsible for any misuse of intellectual property found on those sites.

No Endorsement of Third Party Site Material

Our Site Materials may include information, products or services provided by third parties on, linked to, or framed within, the Site ("Third Party Site Material"). Third Party Site Materials are the opinions and creations of the authors and/or owners identified in those materials. As such, we do not assume any responsibility or liability for any Third Party Site Material.

Our publication of Third Party Site Material does not constitute our endorsement, warranty or guarantee of any information, instruction, opinion, products or services contained within the Third Party Site Material.

Management of Site Content

We reserve the right, in our sole discretion, to establish practices regarding a visitor's use of the Site and/or Service and storage of any Site Content posted on the Site. We have no responsibility or liability for the deletion or failure to store any Site Content and any other communications maintained or transmitted through the Site and/or Services.

You also acknowledge and agree that we may not necessarily prescreen or monitor Site Content,

but reserve the right, in our sole discretion, to refuse or remove any such content available via the Service for any reason at any time and with no explanation.

We reserve the right to modify, reject or eliminate any information residing on or transmitted to our Site that we, in our sole discretion, believe is unacceptable, inaccurate, inappropriate, illegal, or in violation of the Agreement.

You acknowledge and agree that we reserve the right to compile aggregated statistical information regarding the use of various features of the Site and/or the Services, including but not limited to the development of derivative products and services.

We may preserve, disclose or review any Site Content if required to do so by law or in a good faith belief that such action is reasonably necessary to comply with any legal process, enforce the Agreement, respond to any claim regarding the violation of any third parties, or protect the rights, property or personal safety of us or any visitors to our Site.

Indemnification

By using this Site, you agree to indemnify, defend and hold harmless us and all of Our officers, directors, agents, employees, contractors, affiliated parties, and information and service providers ("Indemnified Parties") from any claim, demand, losses, damages, costs, and/or expenses including reasonable attorney's fees, accounting fees, and related costs, including court costs, attributable to or arising from a) your posting of User Information through the Site; b) your use of the Service; c) your use of the Site Materials; d) your conduct through the Service; e) your communications to third parties through the Service; f) your violation of this Agreement, and/or; g) your violation of any other rights related to the Service. You shall cooperate as fully as reasonably required in the defense of any such claim or demand.

We reserve the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim at our sole discretion, and you shall not in any event settle any such matter without the express written consent of USGBC and any such third party.

Termination of or Change in Service

USGBC and our Users each enjoy mutual rights of termination. You may terminate your account for any or no reason, at any time, with notice to us. To terminate your account, please email us at info@usgbc.org and put the words "Close Account" in the subject line. The termination will be effective upon us processing your notice. Please review our [Privacy Notice](#) for details on what personal information is retained following termination of your account.

Similarly, you acknowledge we may immediately and unilaterally, at any time and in our sole discretion, (1) terminate, discontinue, interrupt, block or limit your use of or access to the Site and/or the Service, or any part thereof, or (2) remove and discard any Site Material or User Content within the Service, for any reason, including without limitation, your lack of use, your failure to pay associated fees or member dues, your breach of any Terms and Conditions hereunder, or if we believe you have violated or acted inconsistently with the letter or spirit of the Agreement or contrary to the purpose and mission of the Site.

In the event that occurs, you shall cease using any portion of the Services, permanently delete or destroy all portions of the Site Materials within your possession, custody or control, and, upon our written request, certify in writing your compliance with this provision.

Our Site 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 Site from time to time for purposes of maintenance, upgrades, modifications, or similar reasons.

In addition, We reserve the right to unilaterally update, change and/or remove the content and availability of features and programs offered by Our Site. 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 Our Site. We are under no obligation to inform You of changes to the Site other than by posting such changes on the Site, 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 Site, your sole remedy is to terminate this Agreement.

You agree that We will not be liable in any way to you or to any third party for any actions we take as described herein or otherwise.

Release & Waiver

You knowingly and intelligently waive and release all claims and causes of action against Us arising out of or in any way related to the use of the Site other than claims and causes 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 SITE, OR THE INTENTIONAL SUSPENSION OF ACCESS TO CERTAIN SERVICES, PROCESSES OR PROGRAMS MADE AVAILABLE THROUGH THE SITE.

One Year Limit

Notwithstanding the above, You agree that regardless of any contrary statute or law, any claim or cause of action arising out of or related to use of the Site, the Service, or this Agreement, or alleged to arise out of or to be related to use of the Service or this Agreement, must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

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: U.S. Green Building Council, Inc., 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.

Survival of Certain Provisions

The termination of this Agreement for any reason will not terminate the obligations or liabilities of the parties under this Agreement regarding warranties, liabilities, proprietary rights and all others that by their sense and context are intended to survive the execution, delivery, performance, termination and expiration of the Agreement.

E-Mail

Our Site provides opportunities to e-mail various individuals. This functionality is for business

purposes only. You agree to not engage in any unlawful advertising or fraudulent, unfair or deceptive practices, "spam", or other such form of unlawful solicitation under the laws of the United States, international law, or the laws of a specific providence or state. Do not disclose any personal information about yourself. Do not use the e-mail service to reveal information about your financial circumstances, including without limitation assets, liabilities, or debts.

Governing Law

This Agreement are governed, construed and enforced in accordance with the laws of the District of Columbia in the United States of America, without giving effect to its conflicts of law rules. Before seeking legal recourse for any harm you believe you have suffered from your access to our Site and/or use of our Services, you agree to give us written notice specifying the harm and thirty (30) days to cure the harm after providing such notice before initiating any action.

Except for our claim for injunctive relief in any court having jurisdiction, you and we agree to submit to the personal and exclusive jurisdiction of the District of Columbia courts. By accessing the Site and/or using the Service, you waive any defense of an inconvenient forum and of jurisdiction on account of place of residence or domicile, and you agree that you waive your right to a jury trial.

Location

This Site originates from the District of Columbia in the United States of America. Therefore, we make no representations that the information on our Site is appropriate or available for use in any location other than the District of Columbia, including any location outside of the United States. Access to the Site from other territories is strictly prohibited if such access is illegal in such jurisdiction. You agree that your decision to access our Site is done solely on your own initiative, and that you are solely responsible for complying with any applicable laws regarding such access.

International Users

We make no representation that our Site Materials is appropriate or available for use in any jurisdictions or countries other than the United States. You may not use our Site or Services, or export Site Materials in violation of U. S. export laws and regulations.

Given the global nature of the Internet, you agree to comply with all local rules (from where you physically reside) regarding Internet conduct and content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you physically reside.

Export Control Laws

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, Our Site may not 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*.

Government Entity

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 Site 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.

Miscellaneous Terms

Both parties agree this Agreement constitutes the entire agreement between you and us, and supersedes and cancels any prior written or oral agreements, communications, or other understandings relating to the subject matter hereof, and that all modifications must be in writing signed by both parties, except as otherwise provided herein.

No partnership, joint venture, agency, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever.

You may be subject to additional terms and conditions which may apply when you use any third party content, software or other proprietary information.

If any provision under this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

We may assign our rights and obligations under this Agreement at any time and without notice to you.

The section headings used in this Agreement are for convenience only and have no legal effect.

All employment-related information on this website is subject to modification or elimination at our sole discretion. Nothing on this site creates an express or implied contract of employment.

We do not practice law or accounting, or give professional advice on legal, accounting, tax, real estate, financial or other matters. No lawyer-client, advisory, fiduciary or other relationship is created by your accessing or using this Site, the Services, or communicating by way of email to or through the Site. You shall not use the Site Material, or the Services, for personal, family or household purposes or to determine an individual's eligibility for credit, insurance, employment, or government license or benefit.

Contact Information

We welcome your comments, questions, or other input. We can be reached at:

U.S. Green Building Council
2101 L Street NW, #500
Washington, DC 20037
Attn: Legal Department

info@usgbc.org or legal@usgbc.org

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