

## Turning Green Classroom 2020 Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. VOID WHERE PROHIBITED.

By entering Turning Green Classroom, Participants accept and agree to be bound by these Official Rules including the Terms of Service in connection with any Activity Task. Violation of any of these rules or terms may result in disqualification.

### 1. ELIGIBILITY.

Turning Green Classroom (“TGC”) is open to anyone. If you are a minor, you must have your parent’s or legal guardian’s permission to participate in TGC.

### 2. HOW TO PARTICIPATE.

Beginning on April 1, 2020 at 7am Pacific Standard Time, participants can register for Turning Green Classroom 2020. Each day at 8am PDT a new Activity theme will be posted. Participant may go directly to [turninggreenclassroom.org](http://turninggreenclassroom.org) to view the day’s Activity. There are three (3) different Activity options each day - green, greener, greenest. The specific actions required for each Activity will be explained on the TGC Website.

### 3. SUBMISSIONS REQUIREMENTS AND PERMISSIONS

By making a Submission to TGC, you represent and warrant that:

(a) all information that you have provided in the registration or the Submission is and will remain true, accurate, and complete;

(b) the Submission is your original, sole work and are owned solely by you;

(c) you have the full right to grant all rights and licenses for Sponsor or its designees to display the Submission, including on the Internet, and to otherwise use the materials provided in the Submission;

(d) the Submission and the use thereof by Sponsor and its respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, publicity, or other intellectual property rights or other rights of any third party; and

(e) the Submission is not confidential or private and does not contain any confidential or private information.

You further represent and warrant that any person depicted in the Submission (or, if a minor, the minor’s parent or guardian) consents to Sponsor’s use of the Submission and you will obtain and provide appropriate written releases as required by Sponsor promptly upon request.

By making a Submission to TGC, you grant Sponsor an exclusive, world-wide, royalty free, fully paid-up, perpetual, irrevocable, transferable, and fully sublicensable license, without additional consideration to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise) and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor) your Submission, any ideas accompanying, related to, or embodied in your Submission, and any materials embodying, incorporating, or derived from your Submission, in any format or media now known or hereafter developed (including without limitation

Internet, cable, satellite, and wireless media); (b) adapt (including edit, modify, translate, and reformat) your Submission, create derivative works from your Submission, and incorporate your Submission into other works or into Sponsor's or its designees' products or services; (c) use your Submission for the purpose of promoting Sponsor and for any other advertising or promotional purposes; and (d) exercise all other copyright, trademark, publicity and other proprietary rights with regard to your Submission. Top TGC submissions will be highlighted on TGC website, newsletter and/or Turning Green digital platforms.

#### 4. ZERO TOLERANCE POLICY FOR PLAGIARISM

Turning Green Classroom has a zero tolerance policy for work that has been plagiarized or is otherwise not original. This includes submissions that excerpt heavily from other sources but fail to include proper citations. Participants who plagiarize or submit work that is not entirely their own. Turning Green reserves the right to determine whether a submission is dishonest, and may disqualify any participant at any point as a result.

#### 5. CONSENT AND RELEASE.

By participating in TGC, each participant releases and discharges the Sponsor, judging organization (if applicable), Facebook, Inc., Instagram, Twitter, and any other party associated with the development or administration of this Activity, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Activity, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Activity, and the use, misuse, or possession of any prize.

#### 6. DISCLAIMERS.

(i) Registrations or submissions that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. (ii) Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Submission process or the operation of the Activity or the TGC Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of TGC may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Use of bots or other automated process to participate is prohibited and may result in

disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Activity if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort; notifications of cancellation, termination or modification will be posted on the TGC Website. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Activity, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Activity based upon such error at its sole discretion without liability. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS ACTIVITY OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS ACTIVITY MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

#### 7. APPLICABLE LAWS AND JURISDICTION.

TGC is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California. All disputes arising out of or connected with this Activity will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Marin County, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Activity and shall not include any indirect, punitive, incidental and/or consequential damages.

#### 8. PRIVACY.

Information provided by participants during the registration process will be treated in accordance with Sponsor's Privacy Policy ([turninggreen.org](http://turninggreen.org)) except that a potential prize winner's contact information may be provided to a partner or prize provider solely for purposes of prize fulfillment.

#### 9. SPONSORSHIP.

TGC is sponsored by Turning Green, PO Box 1146, Ross, CA 94957.

#### 10. CONTACT INFORMATION

email: [info@turninggreen.org](mailto:info@turninggreen.org)

Facebook: @TGreenOrg, Twitter/Instagram: @turninggreenorg

Phone: 415 289-1001

## Turning Green Classroom 2020 Terms of Service

All participants in Turning Green Classroom 2020 must agree to this Terms of Service agreement (the "Agreement") concerning use of the Turning Green Classroom online site, currently located at <http://www.turninggreenclassroom.com/> (together with any successor site(s) and all Services (as defined below), the "Site"). This Agreement is between you ("you") and Turning Green (including its affiliates, licensees, successors and assigns, "TG," "we," "us") concerning your use of the Site. IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON LOCATED ON THE BOTTOM OF THIS PAGE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN TURNING GREEN CLASSROOM.

1. Acceptance of Terms. The Site is made available by TG subject to this Agreement. When using any Services (as defined below), you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services, which are hereby incorporated by reference into this Agreement. We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

2. Jurisdictional Issues. The Site is controlled and operated by TG from the United States, and is not intended to subject TG to the laws or jurisdiction of any state, country or territory other than that of the United States. TG does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

3. Description of the Services. We provide users of the Site with access to certain content and services related to Turning Green Classroom, which may include, without limitation: (a) services such as registration functionality, Promotions (as defined below), photos, video, blogs, and links to third party websites; and (b) content such as audio and video clips, photographs, graphics, images, text, data, user comments, opinions, postings and messages and other similar content (such content and services, collectively, the "Services").

4. Information Submitted Through the Site. Your submission of information through the Site is governed by TG's Privacy Policy, which is located at [www.turninggreen.org](http://www.turninggreen.org) (the "Privacy Policy"), which is hereby incorporated into this Agreement by this reference. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site and/or any of the Services.

5. Rules of Conduct. While using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site pursuant to Section 17 below. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Site: O Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.

- O Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."

- O Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

- O Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

- O Any material, non-public information about a company without the proper authorization to do so.

- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any representative of TG; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

- Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services without TG’s express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without TG’s express prior written consent.
- Create a database by systematically downloading and storing Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without TG’s express prior written consent.

Additionally, you acknowledge and agree that you (and not TG) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and paying all charges related thereto.

6. Accuracy of Information. We attempt to ensure that information on this Site is complete, accurate and current. Despite our efforts, the information on this Site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on this Site.

7. Registration; User Names and Passwords. You may be required to register with TG in order to access certain Services or areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. Your user name and password are for your personal/team use only, and not for use by any other person/team. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name (including, without limitation, all Transactions). You agree to immediately notify TG of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you “log off”/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

8. Profiles and Social Media. You may post certain information and materials on your “profile page” (your “Profile”). Further, you may have the opportunity to use the Turning Green Classroom Facebook, Twitter and YouTube pages on which you may post information and materials (each, a “Social Media Site”). If you do choose to use

these Social Media Sites, be aware that each Social Media Site has its own terms of service, and your use of the Social Media Sites is subject to those terms of service in addition to this Agreement. Further, because TG has no control over the Social Media Sites beyond its limited functionality as a user, you acknowledge and agree that TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for the availability of such external sites or resources, and TG and its respective employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through the Social Media Sites beyond what is posted by TG employees. Information contained in the Profiles and Social Media Sites may be provided by employees of TG as well as by third party visitors to the Site or the Social Media Sites. Please note that Site visitors or visitors to the Social Media Sites, including users like you, may post messages or make statements in the Profiles and Social Media Sites that are inaccurate, misleading or deceptive. TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the Profiles and Social Media Sites by any users outside of TG. Without limitation, TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for any information or materials made available through the Profiles and Social Media Sites (including without limitation errors or omissions in Profiles and Social Media Site postings or links or images embedded in a Profile or in Social Media Site messages) or results obtained by using any such information or materials. Under no circumstances will TG or its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers or service providers, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Profiles and Social Media Sites reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of TG.

In addition, TG, and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information voluntarily made public through a Profile or a Social Media Site or any other part of the Site. If you choose to make any of your personally identifiable or other information publicly available in a PROFILE OR A SOCIAL MEDIA SITE or otherwise ON THE SITE, you do so at your own risk.

9. License. For purposes of clarity, you retain ownership of any information, content and/or materials you submit through a Profile or Social Media Site or otherwise through the Site (each, a "Submission"). However, please note that we need certain rights to your Submissions to be able to make them available on the Site. As such, you hereby grant to TG and its service providers and designees a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to you: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display and publicly perform

such Submission, in any media now known or hereafter developed. This license is non-exclusive (so you can license your Submissions to others), worldwide (as the Internet is global in its reach), fully-paid up and royalty-free (so that we do not have to pay you for posting your Submissions), sublicensable through multiple tiers (so that we can use our service providers and subcontractors to provide Services).

For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. We request this waiver to help ensure that we have all the rights we may need to provide the Services available through the Site.

10. Monitoring. You acknowledge and agree that (a) we reserve the right (but have no obligation) to do any or all of the following, at our discretion: (i) monitor Submissions; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Site; to protect TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers, and the Site’s users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

11. TG’s Proprietary Rights. The information and materials made available through the Site, including the Services, are and shall remain the property of TG and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by TG to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by TG in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

All trademarks and service marks on the Site not owned by TG are the property of their respective owners. The trade names, trademarks, service marks and logos owned by TG, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of TG’s trade names, trademarks, service marks or logos without our express prior written consent.

12. Links. The Site may provide links to other web sites and online resources. Because TG has no control over such sites and resources, you acknowledge and agree that TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers are not responsible for the availability of such external sites or resources, and TG and its employees, officers, directors, affiliates, agents,



representatives, licensors, suppliers and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith. YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

TG shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

13. Promotions. In addition to the terms and conditions of this Agreement, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions"), including all of the activities involved in Turning Green Classroom, made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. TG urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

14. Disclaimer of Warranties. THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. TG and ITS employees, officers, directors, affiliates, agents, representatives, LICENSORS, suppliers AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE.

15. Limitation of Liability. TG and ITS employees, officers, directors, affiliates, agents, representatives, LICENSORS, suppliers AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF

INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, TG and ITS employees, officers, directors, affiliates, agents, representatives, LICENSORS, suppliers AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY TG OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF TG FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO TG TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at [info@turninggreen.org](mailto:info@turninggreen.org) with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

16. Indemnity. You agree to defend, indemnify and hold harmless TG and its employees, officers, directors, affiliates, agents, representatives, licensors, suppliers and service providers, from and against all claims, losses, costs and expenses (including attorney's fees) arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation of this Agreement by you.

17. Termination. This Agreement is effective until terminated. TG, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if TG believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that TG may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that TG shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 6, 9, 11, 14-18, 20, 22 and 23 shall survive any expiration or termination of this Agreement.

18. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law.

19. Contact Us. If you have any questions regarding the meaning of application of this Agreement, please direct such questions to [info@turninggreen.org](mailto:info@turninggreen.org). Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

20. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that TG does not endorse any of the products or services listed at such site.

21. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to [info@turninggreen.org](mailto:info@turninggreen.org). You may also contact us by writing to TG P.O. Box 1146, Ross, CA 94957, or by calling us at 415 289-1001. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

22. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send TG a notice requesting that TG remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send TG a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to: Judi Shils, Turning Green, PO Box 1146, Ross, CA 94957, (phone) 415.289.1001, email [info@turninggreen.org](mailto:info@turninggreen.org). We suggest that you consult your legal advisor before filing a notice or counter-notice.

23. Ability to Enter Into This Agreement. By using the Site, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement.

24. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and TG. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and TG relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you

and TG relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in TG's discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. TG will not be responsible for failures to fulfill any obligations due to causes beyond its control. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THE AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THE AGREEMENT, (3) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO AGREE TO THE AGREEMENT ON BEHALF OF YOU AND, AND (4) BY SO CLICKING, THE AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

I ACCEPT

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