

Aclymate Terms of Use v. 1.1 (July 8th, 2021)

1. Acceptance of Terms

RenewWest, LLC d/b/a Aclymate (referred to as “Company,” “us” or “we”), provides the Aclymate.com website (<http://Aclymate.com>) the “Site”), as well as our service that analyzes your carbon footprint based on financial information provided by you and allows you to purchase carbon credits to offset your carbon footprint (collectively referred to as “Offerings”), subject to your compliance with the following Terms and Conditions of Use (“Terms”), as well as any other written agreement(s) between us and you.

We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Offerings after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

BY USING THIS SITE AND OFFERINGS ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, PRODUCTS, OFFERINGS OR OFFERINGS AVAILABLE ON THIS SITE, OR THESE TERMS IS TO CEASE USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS, OFFERINGS OR OFFERINGS. THESE TERMS ARE EFFECTIVE ONCE YOU CLICK THE ‘I AGREE’ BUTTON BELOW.

2. Offerings

Offerings. Company provides a number of Offerings for users on its Site, including analysis of business financial and operational data to determine your carbon footprint and the option to purchase carbon credits to offset your footprint.

No Guarantee. Although the Company works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Offerings available on this site.

Temporary Interruptions. You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Payment

Fees. If you choose to purchase one or more of the Offerings provided on our Site, you agree to pay all fees associated with the Offerings.

Payment processing is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. You agree to abide by the relevant terms of our agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Payment is handled directly between you and Stripe and we do not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to us is a record of the transaction including invoice information and the amount of the transaction.

Overdue Amounts. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance of Offerings or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

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4. Third Party Websites Third-Party Sites and Information. This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

5. Company Intellectual Property

Content. For purposes of these Terms, “content” is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Site and is owned by Company or its Affiliates.

Ownership of Content. By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of Company or its Affiliates.

The following are registered trademarks, trademarks or service marks of Company Inc. or its Affiliates: Aclymate, RenewWest, Fix Your Footprint, Climate Leader. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Company Inc. or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Company Inc. or its Affiliates.

Limitations on Use of Content. Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Site content violates our intellectual property interests and could result in criminal or civil penalties.

No warranty for Third-Party Infringement. Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

6. Confidential Information. As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

7. Email Services & Data Stored on Our Servers

Spam Prevention. We use automated tools or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of malicious or harmful content. However, such tools or techniques are not perfect, and we therefore are not responsible in cases where legitimate communications are accidentally blocked, or unsolicited communications get through to your Company supplied email account.

Storage Provided by Us. While If you opt to store personal data of any kind on our servers, you understand and agree to abide by our general practices and limits concerning use of the Offerings available on our Site, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted, and the maximum number of times you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee (if applicable), that remain inactive for longer than 6 months (180 days) days, or in cases where you have violated one or more terms of this Agreement.

8. Disclaimer

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ALL CONTENT AND OFFERINGS ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or Offerings provided by any third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are agreed to solely between the seller of such merchandise and you.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

9. Limitation of Liability & Indemnification

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Offerings purchased on the Site during the twelve (12) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT

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LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. Termination of Use

Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

No Right to Offerings Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

11. Miscellaneous Provisions

International Use. Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

Governing Law. This Site (excluding any Third Party websites) is controlled by us from our offices in Denver, Colorado, and the statutes and laws of the state of Colorado shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state courts located in Denver, Colorado or the U.S. District Court for Denver, Colorado with respect to such matters controlled by that court.

Notices. All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service [at support@aclymate.com](mailto:support@aclymate.com) if by email, or to our address at **RenewWest LLC, 2432 S. Downing St. Ste 200 80210** if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

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No Resale Right. You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you under Section 5 of these Terms.

Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, epidemic, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Savings Clause. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement. These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.