

LAST MODIFIED JANUARY 26, 2021

Terms and Conditions

1. INTRODUCTION AND AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Gnito, LLC. ("**Gnito**", "**we**", "**us**", or "**our**"), concerning your access to and use of the Gnito.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). The Site provides an online marketplace for carbon credits along with related services, including but not limited to information based on Gnito's remote sensing monitoring technologies (collectively, the "Services"). You agree that by accessing the Site and/or the Services, you have read, understood, and agree to be bound by all of these Terms of Use.

In order to use the Services, you must (1) be 18 years or older, and (2) have the power to enter into a binding agreement with us through your acceptance of these terms.

THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BETWEEN YOU AND GNITO THROUGH BINDING ARBITRATION, AND A WAIVER OF THE RIGHT TO CONDUCT SUCH PROCEEDINGS ON A CLASS BASIS, AS SET FORTH UNDER THE HEADING "DISPUTE RESOLUTION – BINDING ARBITRATION WAIVER OF CLASS CLAIMS" IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND/OR THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

2. CHANGES TO TERMS

We reserve the right make changes to these Terms of Service from time to time, in whole or in part, in our sole discretion, at any time without prior notice by posting an updated version of the Terms of Service on the Site or when you access the Services. When we do, we will revise the "last updated" date at the beginning of the Terms of Service. When we make material changes to these Terms of Service, we will provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within on the Site and/or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Terms of Service, you may terminate your account by contacting us at the contact information provided in these Terms of Service.

3. LIMITATIONS ON USE

The information provided on the Site and the Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where

such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site and/or use the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site or use the Services.

4. USER REGISTRATION

You may be required to register with the Site in order to access the Services. At the time of registration, you provide us with your name and email address, and possibly with other information requested at the time of registration. You agree to keep your password confidential and will be responsible for all use of your account and password, to provide accurate information to us at the time of registration, and to keep your information on file with us accurate and updated going forward. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

5. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, and complete, and such remains current at the time you use the Services; (2) you have the legal capacity to agree to these Terms of Use, and you agree to comply with these Terms of Use; (3) you are not a minor in the jurisdiction in which you reside; (4) you will not access the Site or use the Services through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Site for any illegal or unauthorized purpose; and (6) your use of the Site or the Services will not violate any applicable law or regulation.

6. INTENTIONALLY OMMITTED

7. INTENTIONALLY OMMITTED

8. PAYMENT PROCESSING; REFUNDS LIMITED

You may make purchases in connection with your use of the Services. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for error by the Payment Processor. By making a purchase through the Services, you agree to pay us, through the Payment Processor, all charges as set forth at the time of your purchase in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your payment provider. You agree to make payment using that selected payment method. We reserve the

right to correct any errors or mistakes that it makes even if it has already requested or received payment.

Although we reserve the right to select different or additional payment processors at our discretion, our Payment Processor as of the date of these Terms of Service is [Stripe](#).

You agree to provide current, complete, and accurate purchase and account information to the Payment Processor for all purchases you make in connection with the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date with the Payment Processor. Sales tax will be added to the price of purchases as deemed required by us. All sales are final and no refund will be issued. We reserve the right to refuse any order placed through the Site at our sole discretion. We may, in our sole discretion, limit or cancel quantities purchased per user or per purchase.

In addition, availability of credits on particular projects and/or registries may change over time. In the event that Gnito is unable, within sixty (60) days of receiving an order through the Services, to complete a corresponding purchase with the applicable carbon registry, Gnito may, at its discretion, offer to purchase substantially equivalent credits on another project and/or registry, or may refund to you the purchase price you paid for the purchase not completed. You acknowledge that your sole remedy for Gnito's failure to complete a purchase you have ordered within sixty (60) days of its submission, will be limited to Gnito's election to either have an alternative purchase effectuated or to receive a refund of the purchase price you paid in connection with the purchase not completed.

Except as set forth in the foregoing paragraph, *all purchases made through the Services are final and no refunds are available.*

9. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site and Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site and the Services, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Services, including collecting personal information of users by electronic or other means for any purpose, including but not limited to sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use the Site to advertise or offer to sell goods or services, or to facilitate carbon credit purchases outside of the Services without Gnito's express permission.

4. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Site and/or the content contained therein.
5. Engage in unauthorized framing of, or linking to, the Site.
6. Use a buying agent or purchasing agent to make purchases on the Site.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Make improper use of our support services or submit false reports to us.
9. Use the Services as part of any effort to compete with us or otherwise use the Site for any revenue-generating endeavor or commercial enterprise.
10. Use any information obtained from the Site in order to harass, abuse, or harm another person.
11. Sell or otherwise transfer your profile.
12. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
13. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
15. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
17. Delete any copyright or other proprietary rights notice from any content we post to the site.
18. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
19. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
20. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
22. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
23. Use the Site in a manner inconsistent with any applicable laws or regulations.

10. CONTRIBUTION LICENSE

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

11. THIRD-PARTY ACCOUNTS

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of

each Third-Party Account. You represent and warrant that you are entitled to disclose your Third- Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

12. FEEDBACK

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Services ("Feedback") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Feedback, and you hereby warrant that any such Feedback are original with you or that you have the right to submit such Feedback. You agree there shall be no recourse against us for any

alleged or actual infringement or misappropriation of any proprietary right in your Feedback.

13. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site or the Services) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Website to which you navigate from the Site or relating to any applications or other Third-Party Content you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

14. INTELLECTUAL PROPERTY RIGHTS; YOUR LICENSE TO USE THE SERVICES

Unless otherwise indicated, the Site and the Services are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site and Services and contingent upon your compliance with these Terms of Service, upon your registration of an account with us via the Site, you are granted a limited license (1) to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access and (2) to publish Content designated on the Site as permitted for publication by the inclusion of a "share" link or similar functionality, including information provided on any "Impact Page" that Gnitto makes available to you through the Services. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

15. PRIVACY POLICY; USER DATA

We care about data privacy and security. By using the Site or the Services, you agree to be bound by our **Privacy Policy** posted on the Site, which is incorporated into these Terms of Use. Please be advised the Site and the Services are hosted in the United States. If you access the Site or the Services from any other region of the world with laws or subject to other requirements governing personal data collection, use, or disclosure, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Services, as well as data relating to your use of the Services, and we will treat such data consistent with our **Privacy Policy**. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

16. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site and/or the Services infringes upon any copyright you own or control, please immediately notify us by following the steps set forth in our [Copyright and Intellectual Property Policy \("Copyright Policy"\)](#). As described in more detail in the [Copyright Policy](#), a copy of your notification will be sent to the person who posted or stored the material addressed in the notification. Please be advised that, pursuant to applicable law, you may be held liable for damages if you make material misrepresentations in a notification made under the [Copyright Policy](#). Thus, if you are not sure that material located on or linked to by the Site and/or the Services infringes your copyright, you should consider first contacting an attorney.

17. EXPORT CONTROL

Products available through the Services may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S.

Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. By making any purchase through the Services, you warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Gnito pursuant to these Terms of Service to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

18. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site and until terminated by Gnito or you. Following such termination, you may no longer use the Site or Services for any purpose unless you agree to be bound by the Terms of Service again at the time of such use. Notwithstanding the foregoing, you acknowledge and agree that the perpetual license granted by you in relation to Contributions, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If you or Gnito terminates these Terms of Service with respect to you, or if we suspend your access to the Site and Services, you agree that we shall have no liability or responsibility to you, and we will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate these Terms of Service as applicable to you at any time by terminating your account with us. To learn how to terminate your account, please contact us through the contact information provided at the end of these Terms of Service. Sections 2, 3, 5, 9, 10, 12, 15, 19, 21-25 and 30, as well as all sections of these Terms of Service that either explicitly or by their nature remain in effect after termination of these Terms of Service, shall remain in effect following termination.

19. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site or the functionality of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. Except as expressly provided in a written agreement executed by us, we will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Services.

We cannot guarantee the Site and the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Services during any downtime or discontinuance of the Site or the Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Services or to supply any corrections, updates, or releases in connection therewith.

20. DISPUTE RESOLUTION – BINDING ARBITRATION AND WAIVER OF CLASS CLAIMS

In the interest of resolving disputes between you and Gnito in the most expedient and cost effective manner, you and Gnito agree that any and all disputes arising in connection with these Terms of Use will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement with you to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Use. You understand and agree that, by entering into these Terms of Use, you and Gnito are each waiving the right to a trial by jury or to participate in a class action.

Notwithstanding the paragraph immediately above, you and Gnito agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) file suit in a court of law to address intellectual property infringement claims not otherwise precluded by these Terms of Use.

Any arbitration between you and Gnito will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (or such subsequently adopted rules modifying such procedures) of the American Arbitration Association ("collectively, the "AAA Rules"), subject to any modification by these Terms of Use and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified mail or nationally recognized overnight courier (signature required), or, in the event that we do not have a current physical address on file for you, by email ("Notice"). Gnito's address for Notice is: email: info@Gnito.com. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Gnito may commence an arbitration proceeding.

Any arbitration hearings will take place at a location to be agreed upon in San Francisco County, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance-based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

YOU AND GNITO AGREE THAT YOU EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Gnito agree otherwise, you will not request the arbitrator or court to consolidate more than one person's claims, or to otherwise preside over any form of a representative or class proceeding.

21. DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THESE TERMS OF SERVICE OR IN ANY SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND GNITO, THE SITE AND THE SERVICES ARE PROVIDED ON AN AS-IS AND AS- AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT AS EXPRESSLY STATED IN THESE TERMS OF SERVICE. EXCEPT AS EXPRESSLY STATED IN THESE TERMS OF SERVICE, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE, AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD- PARTY PROVIDERS OF PRODUCTS OR SERVICES.

22. LIMITATIONS OF LIABILITY

IN NO EVENT WILL GNITO OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (1) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR (2) \$100.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

23. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) your use of the Services; (3) your breach of these Terms of Use; (4) any breach or inaccuracy of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act by you toward any other user of the Site or the Services with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

24. GOVERNING LAW

These terms shall be governed by the laws of the State of California without regard to choice or conflicts of law principles. Further, you and Gnito agree to the jurisdiction of the Northern District of California to resolve any dispute, claim, or controversy that relates to or arises in connection with the Agreements (and any non-contractual disputes/claims relating to or arising in connection with them).

25. ASSIGNMENT

Gnito may assign any of its rights and/or obligations under these Terms of Service, in whole or in part. You may not assign these Terms of Service, in whole or in part, nor transfer or sub-license your rights under these Terms of Service, to any third party, except with Gnito's written consent.

26. ENTIRE AGREEMENT

Other than as stated in this section or as explicitly agreed upon in writing between you and Gnito, these Terms of Service, all provisions incorporated by reference herein and any policies or operating rules posted by us on the Site, constitute all the terms and conditions agreed upon between you and Gnito and supersede any prior agreements in relation to the subject matter of these Terms of Service, whether written or oral.

Please note, however, that certain aspects of your use of the Services may be governed by additional agreements. When you are presented with an offer for such aspects of your use of the Services, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms of Service, the additional terms shall prevail.

27. FORCE MAJEURE

Gnito shall not be liable in any manner or be deemed to be in breach of these Terms of Service because of any delay in performing or any failure to perform any of Gnito's obligations under these Terms of Service (including but not limited to the purchase of carbon credits on Gnito's behalf) if the delay or failure was due to any cause beyond the Gnito's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, acts of terrorism, import or export regulations or embargoes, labor disputes or inability to obtain or a delay in obtaining supplies of goods or labor).

28. SEVERABILITY, WAIVER AND INTERPRETATION

Unless otherwise stated in these Terms of Service, should any provision of these Terms of Service be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms of Service, and the application of that provision shall be enforced to the extent permitted by law. Any failure by Gnito or any third party beneficiary to enforce these Terms of Service or any provision thereof shall not waive ours or the applicable third party beneficiary's right to do so.

As used in these Terms of Service, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

29. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

30. CONTACT US

In order to resolve a complaint regarding the Site or the Services, or to request further information regarding use of the Site or the Services, please contact us at:

Gnito LLC
8021 Center Street
Berkeley, CA 94704
United States
Phone: +1 (917) 885-0578
Email: info@Gnito.com