Legal terms and conditions

This page states the Terms and Conditions ("Terms") under which you, the Web Site visitor ("You" or "Your" or "Yourself") may use this Web site ("Our Site"), which is owned by the Green Business Certification Inc. ("GBCI" or "We" or "Us" or "Our"). By using this Web Site, You agree to be bound by all of the Terms and Conditions set forth below. If You do not accept these Terms and Conditions, please do not use this Web site. We may, in Our sole discretion, revise these Terms and Conditions at any time; therefore, You should visit this page periodically to review the Terms and Conditions. Having such access to and use of the Site (including the content of such Site) through Us is collectively referred to as "the Service(s)."

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

You may use Our Site for legal purposes only. Your rights to use this Site may be further limited by federal law or the laws or regulations in Your particular country, state or locality.

Your Acceptance of the Terms and Conditions

The Terms, along with our Privacy Notice and Cookies Statement

(https://true.gbci.org/privacy-policy and https://true.gbci.org/cookie-policy) constitute a legal agreement between You, as a visitor to the Site, and Us. Additional terms and conditions of use may also be posted directly on other areas of the Site, and together with the Terms and Privacy Notice, as amended from time to time, are collectively referred to as the "Agreement." We reserve the right to modify any or all of this Agreement at any time, and such change will be effective immediately upon its publication on Our Site. You agree to be bound by the terms and conditions of this Agreement, and any modifications thereof, as long as You continue to access and use the Services. Because of the possibility that the Agreement could change between visits, You also agree to check the Agreement each time You return. Your continued access to or use of Our Site Content (defined below) shall be deemed Your conclusive acceptance of modifications to this Agreement.

Collection, Processing, Use, etc. of Personal Data

Any information, including Personal Data (as defined in the Privacy Notice) provided by You is also subject to Our Privacy Notice and Cookies Statement, which is incorporated by reference into the Terms. By using the Services, You acknowledge and agree that You have read and agree to the terms in Our Privacy Notice and Cookies Statement.

The Rights We Grant to You, the Site Visitor

The contents of this Web site, such as text, graphics, images, video and other content (the "Site Material"), are protected by copyright under both United States and foreign laws. We authorize You, non-exclusively and non-transferably, to view and download a single copy of the Site Material for Your personal use. This authorization is not a transfer of title in the Site Content or copies of the Site Content. Unauthorized use of the Site Material violates copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy You make of such material. You may not sell or modify Our Site Material or reproduce, display, distribute, or otherwise use the Site Material in any way for any public or commercial purpose. The names, marks and logos included in the Site Material are, unless otherwise noted, registered and/or common law trademarks owned by or licensed to Us. Marks not belonging to Us belong to their respective third party owners and We claim no rights in them. The use of these marks or the Site Material, except as provided in these Terms and Conditions, is prohibited.

We Welcome Your Comments

We welcome Your comments on Our Web site and services at info@gbci.org. You acknowledge, however, that if You send Us comments, praise, creative suggestions, ideas, notes, drawings, concepts, inventions or other information (collectively, but excluding personally-identifying information about You, the "Information"), You grant to Us a non-exclusive, perpetual, royalty-free, freely transferable license to use, practice, exploit, modify and sublicense such Information for any purpose whatsoever, commercial or otherwise, throughout the universe. Please note that any communication or other materials that You

post to Our Web Site or transmit to Us over the Internet is considered to be, and will be treated as, non-confidential, unless the Web page through which information is submitted expressly states otherwise. For more information about confidentiality and privacy issues, please read Our privacy statement, below, and Our Privacy Notice.

Site Content

You acknowledge that the Service contains "Site Content," which collectively refers to any of the following owned by Us or certain third parties as specified hereunder: any text, graphics, images, information, software, audio and video clips, links, logos, icons, and other material, including but not limited to proprietary and confidential information, copyrights, patents, trade secrets, trade dress, service marks and trademarks, including the Marks (as defined below). Any Site Content owned by Us is referred to herein as "Our Site Material." Site Content may also include "Third Party Site Material" and "User Information," both as defined below. Our Site Material may include technical inaccuracies or typographical errors. We reserve the right to make changes and updates to any information contained on Our Site without prior notice.

Rights to the Site Content

All Site Content, in whole or in part, is protected by all applicable copyright laws, international conventions or treaties, and any other intellectual property or proprietary laws, and, unless in the public domain, belonging to third parties, or unless otherwise stated, is owned by Us, whether or not such rights are expressly identified in, or in connection with, such Site Content.

You understand and agree that You may not remove, alter or cover any copyright or other proprietary notices placed on Our Site. No other license to use any of the Site Content is given or implied without the respective owner's prior written consent. You may not transfer the Site Content to any other person unless You give him or her notice of, and s/he agrees to accept, the obligations arising under these Terms. You agree that You will not refer to or attribute any information to Us in any public medium (regardless of form) for advertising, public relations, marketing or other purpose (including informing or influencing any third party).

Unless otherwise specified hereunder, You may not sell, rent, modify, reproduce, display, distribute, redistribute, republicize, retransmit, participate in the transfer or sale, create derivative works, or in any way exploit or otherwise use the Site Content, in whole or in part, in any way without the respective owner's prior written consent.

The names, marks, logos and/or text appearing on the Site Content ("Marks") are registered and unregistered trademarks owned by Us and protected under all applicable laws, except as otherwise noted on the Site. Unless otherwise specified hereunder, such Marks may not be used in any way that is not expressly authorized by Us or the respective owner, in any manner that is likely to cause confusion among the public about Us or Our business (or the respective owner and its business), or in any manner that disparages or discredits Us (or the respective owner and its business).

You agree that You will not copy or reproduce any Mark of Ours, unless specifically authorized to do so, to imply an endorsement by or relationship with Us.

Limited License

Permission is hereby granted to those wishing to use, reproduce, and/or display all or any portion of any rating system appearing on the GBCI or GBCI owned website in the form of a limited, royalty-free, nonexclusive, revocable license, so long as the user attributes the permission of and authorship and copyright to GBCI, in any such use, reproduction, and/or display. To the extent that there are any questions concerning this limited license, or if greater use of any GBCI owned rating system is sought, please contact info@gbci.org.

User Rules and User Information

As a user of the Service, You agree to carefully read and abide by the Agreement, including any user rules of conduct as specified below. You must be over 18 to access and use Our Site and Services. If You are over 18, You agree to take full and active responsibility to prevent the use of Our Site and Services by any children under 18 You may be responsible for as a parent or legal guardian. If You are under 18, You may not access and use the Site and Services without Your parent's or legal guardian's supervision.

We do not want You to, and You should not, post any confidential or proprietary information to Us via Our Site. You acknowledge and agree that transmissions and communications to and from the Site, including transmission of any User Information (defined below), are not confidential, and may be read or intercepted by others. You also acknowledge that if You transmit any communication to Our Site You are solely responsible for its accuracy and completeness. By posting messages, uploading files, inputting data or information, or engaging in any other form of communication via the Site or to produce any information for the Site (collectively referred to as "User Information"), You give Us an irrevocable, unrestricted, worldwide, royalty-free license to use such User Information through the Service in any way, unless otherwise specified in the Agreement. Processing of all User Information is governed by Our Privacy Notice and, Our Cookies Statement. Should You provide Us with information, including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, such information shall be deemed to be non-confidential and We assume no obligation to protect such information from disclosure. except insofar as provided for in Our Privacy Notice. The submission of such information to Us shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by Us for any purpose whatever and We shall be free to reproduce, use, disclose and distribute the information to others without restriction. We shall be free to use the content of any such communications, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods or services. Unless otherwise specified, You waive all rights to any claim against Us for any alleged or actual infringements of any proprietary rights, intellectual property rights, rights of privacy and publicity to the maximum extent permitted under the applicable law, moral rights, and rights of attribution in connection with such User Information. We disclaim any liability for disclosure of User Information as a result of errors in transmission by third parties or unauthorized acts of third parties.

Improper Use of Our Site

You agree that You will not use Our Site to post, transmit or distribute, or cause to be posted, transmitted or distributed, any material that (1) violates any local, state, national or international laws; (2) violates the proprietary rights, intellectual property rights (including without limitation copyright and trademark rights), rights of privacy or publicity, moral rights,

rights of attribution, or any other related rights of others; (3) is intended to advertise or solicit business including but not limited to any multi-level marketing scheme; (4) purports to be provided by another person; (5) is obscene, harassing, threatening, defamatory, libelous, or abusive; or (6) is a chain letter or part of a pyramid scheme. You agree not to impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity. You agree not to "stalk" or otherwise harass another or store personal data about other users. You may not introduce any material into Our Site that contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere with, or appropriate Our Site or any information residing on Our Site. We reserve the right to delete any information You post on Our Site that We in Our sole discretion determine to be inaccurate, violative of law or otherwise violative of Our policies. If You use, or attempt to use, Our Site or its Content for improper purposes including without limitation tampering, hacking, modifying, or otherwise corrupting the security of Our Site, You will be responsible for all damages including, but not limited to, criminal prosecution and civil and criminal penalties.

Digital Millennium Copyright Act Notice

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

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

Disclaimer of Warranties

Although We strive for accuracy in all elements of the Site Material, it may contain inaccuracies or typographical errors. We make no representations about the accuracy, reliability, completeness, or timeliness of the material on this Web Site or about the results to be obtained from using Our Site. You use Our Site and its material at Your own risk.

WE DO NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL. IF YOUR USE OF THE WEB SITE OR THE SITE'S MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS. THIS WEB SITE AND ITS MATERIAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, OF NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER WE NOR DO OUR AFFILIATES MAKE ANY WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS ON THIS WEB SITE.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE MATERIAL ON THIS WEB SITE OR SITES LINKED TO THIS WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE AND/OR ANY AFFILIATE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Fees

Fees posted on this Web site are accurate only as of the date posted, and are subject to change. For up-to-date fee information, please contact: info@gbci.org.

Links

This Web site contains links to Web sites owned by third parties ("Third Party Sites"). Should You utilize these links, You will leave Our Site. If You decide to visit any linked site, You do so at Your own risk and it is Your responsibility to take all protective measures to guard against viruses or other destructive elements. You also agree that We are not responsible or liable for any direct or indirect damage or loss caused, or alleged to be caused, by or in connection with the use of or reliance on any such content, products or services. These links are provided solely as a convenience to You and are not an endorsement by Us of the contents on those other sites, which content may change at any time without notice to Us. We are not responsible for the content of any linked sites and make no representations regarding the content or accuracy of materials on such sites, nor do We make any representations regarding the privacy practices of such sites. If You are concerned about the privacy practices of an outside site, please consult its Privacy Notice; the privacy protection provided on Our Web site may not be available at the external link. We are not responsible or liable for applications, admissions, hiring and employment practices and access to services, programs, institutions and services of such Third Party Sites. We are not responsible for any misuse of intellectual property found on those sites.

No Endorsement of Third Party Site Material

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

Our Management of Site Content

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

You also understand that We may not necessarily prescreen or monitor Site Content, but reserve the right, in Our sole discretion, to refuse or remove any such content available via the Service for any reason at any time and with no explanation. We reserve the right to modify, reject or eliminate any information residing on or transmitted to Our Site that We, in Our sole discretion, believe is unacceptable or in violation of the Agreement.

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

Indemnification

By using this Site, You agree to indemnify, defend and hold harmless Us and all of Our officers, directors, agents, employees, contractors, and information and service providers ("Indemnified Parties") from any claim, demand, losses, damages, costs, and/or expenses including reasonable attorney's fees, accounting fees, and related costs, including court costs, attributable to or arising from Your posting of User Information through the Service, Your use of the Service, Your use of the Site Content, Your conduct through the Service, Your communications to third parties through the Service, Your violation of these Terms, and/or Your violation of any other rights related to the Service. We reserve the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

Termination of or Change in Service

We may immediately, at any time and in Our sole discretion, (1) terminate or limit Your use of or access to the Service, or any part thereof, or (2) remove and discard any Site Content within the Service, for any reason, including without limitation, Your lack of use, Your breach of any terms and conditions hereunder, or if We believe You have violated or acted inconsistently with the letter or spirit of the Agreement. We may change, suspend or discontinue any aspect of the Site or Service, or any part thereof, or impose any limits on any feature or service, including the availability of any Site feature, database, or Site Content for any reason, at any time, and without notice. You agree that We will not be liable

in any way to You or to any third party for any actions We take as described herein or otherwise.

One Year Limit

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

Survival of Certain Provisions

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

E-Mail

Our Site provides opportunities to e-mail various individuals. This functionality is for business purposes only; do not disclose any personal information about Yourself. Do not use the e-mail service to reveal information about Your financial circumstances, including without limitation assets, liabilities, or debts.

Governing Law

These Terms are governed, construed and enforced in accordance with the laws of the District of Columbia, without giving effect to its conflicts of law rules. Before seeking legal recourse for any harm You believe You have suffered from Your access to Our Site, You will give Us written notice specifying the harm and thirty (30) days to cure the harm after providing such notice before initiating any action.

Except for Our claim for injunctive relief in any court having jurisdiction, You and We agree to submit to the personal and exclusive jurisdiction of the District of Columbia courts. By accessing the Site and using the Service, You waive any defense of an inconvenient forum

and of jurisdiction on account of place of residence or domicile, and You agree that You waive Your right to a jury trial.

Location

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

International Users

We make no representation that Our Site Content is appropriate or available for use in any jurisdictions or countries other than the United States. You may not use Our Site or export Site Content in violation of U. S. export laws and regulations. Given the global nature of the Internet, You agree to comply with all local rules (from where You physically reside) regarding Internet conduct and content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You physically reside.

Export Control Laws

The export and re-export of GBCI products are controlled by the United States Export Administration Regulations and such products [or software, or both] may not be exported or re-exported to any country to which the United States embargoes goods. In addition, GBCI products may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By ordering a GBCI product you are certifying that you are not a national of any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

Miscellaneous Terms

This Agreement constitutes the entire agreement between You and Us, and supersedes any prior agreements between You and Us. You may also be subject to additional terms and conditions which may apply when You use any third party content, software or other proprietary information. If any provision under this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. We may assign Our rights and obligations under this Agreement at any time and without notice to You. The section headings used in this Agreement are for convenience only and have no legal effect.

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

We do not practice law or accounting or give legal, accounting, tax, or financial advice.