

## CARBON PAYMENT TECHNOLOGIES LLC

### USER TERMS AND CONDITIONS

These Terms and Conditions of Service ("Terms") govern your access to and use of the websites, widgets, applications, products and services (collectively, the "Service") offered by Carbon Payment Technologies LLC, a California limited liability company ("Carbon", "we" or "us"). Please read these Terms carefully before using the Service. By accessing or using any part of our Service, you ("User", "you" or "your") agree to be bound by these Terms, and by our Privacy Policy ("Privacy Policy"). The Privacy Policy is hereby incorporated into these Terms by reference as if set forth herein.

Carbon provides an embedded tag/widget code ("Carbon Widget") that allows publishers ("Publishers") of online content ("Content") to generate revenue from such Content by allowing Content viewers/users/consumers (i.e. the "Users") to voluntarily pay a discretionary value ("Contributions") to the Publishers for viewing the Content on a particular website where the Content was published ("Placement"). The Carbon Widget is an alternative to the traditional online advertising based revenue model. The Carbon Widget allows Publishers the ability to monitor, track and receive Contributions. The Contributions provide Publishers with the resources necessary to continue to create content Users like and track what kinds of content Users appreciate. Users can sign up and create an individual account with Carbon that allows such Users to make Contributions to Publishers.

**A. Registering an Account.** Creating an account lets you make Contributions to Publishers. By creating an account, you represent and warrant that you are legally able to enter into these Terms, are over the age of 18 and will only utilize the Carbon Widget and Service in compliance with the Terms herein.

When you create your account, you may be asked to provide certain payment information, such as credit card information, bank routing number or other financial information, which allows Carbon to receive payments through your account and remit payments to Publishers based on your use of the Service. Carbon uses a third party to collect, store and utilize this payment information. You must provide us with accurate and complete information. Failure to provide accurate information may limit the functions and features available, and the termination of your account.

Notwithstanding the foregoing, you are responsible for maintaining adequate security and control of any and all passwords, personal identification numbers (PINs), or any other codes that you use to make Contributions. You are responsible for keeping your mailing address, email address, bank information, and all other personal information up-to-date in your Carbon account. Carbon will not be responsible for any credit card over-limit fees, returned payment fee, foreign transaction fees, debit card processing fees, or any other transaction fees associated with the payment option you choose when creating your account.

**B. License and Contributions.** Subject to these Terms, the Privacy Policy and your registration of an account, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Service for the purpose of making Contributions. Portions of our Service include software that may be downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those portions of the Service, and these Terms will apply to such upgrades. You do not have the permission to distribute Content or any other information from the Service through any medium.

You acknowledge and agree that for every individual Contribution, Carbon may retain a portion of the Contribution as compensation for providing the Service to Publishers. By entering your payment information and agreeing to make a Contribution, you authorize Carbon, through its third-party processor to charge your credit card, debit card or other payment option in the amount you designated as a Contribution to the Publisher of the Content on which the Carbon Widget appears. Your credit card will only be charged one time per month for all Contributions you designated during the applicable billing period. You have the option through your Carbon account to modify Contributions during the applicable billing period. Carbon reserves the right to change the applicable billing period. If Carbon does change the billing period, Carbon agrees to notify all affected parties.

Carbon owns all intellectual property rights in the Carbon Widget and the Service. Publishers own all intellectual property rights in the Content. Making a Contribution does not entitle any User to any further license or proprietary rights to either the Service or the Content. Any attempt by a User to (i) claim ownership of the Service and/or the Content; (ii) tamper with the Service; (iii) alter, enhance, or make derivative works or otherwise modify the Service; (iv) reverse engineer, or make any attempt to discover the source code or object code or methodology of the Service; (v) use any part of the Service to develop or market a similar service; or (vi) use any part of the Service beyond the limited purposes of making a Contribution to a Publisher, will result in the immediate termination of the User's Carbon account. Notwithstanding the foregoing, Carbon reserves the right to pursue any and all legal remedies to safeguard its intellectual property rights.

**C. Carbon Representations and Warranties.** Carbon represents and warrants that the Carbon Widget will be accessible to Users in accordance with the specifications set forth herein. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY CARBON. CARBON PROVIDES THE SERVICE "AS IS." CARBON EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**D. Your Data.** Subject to these Terms and the Privacy Policy, Carbon may collect personal information to provide the Service, and aggregated personal information and usage data to provide reports to Publishers regarding their Content and for any other business purpose,

including, without limitation, system improvement, efficiency and use tracking, system optimization, and internal report generation. Any personal, identifying information will remain your property. Any aggregated and anonymized data shall be the exclusive property of Carbon.

Following termination or deactivation of your account we may retain your user data for a commercially reasonable period of time for backup, archival, or audit purposes and for any other purposes granted to us under these Terms. We are compliant with General Data Protection Regulation (GDPR). While we work to protect the security of your data and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account. Details regarding your data can be found in the Privacy Policy.

**E. Feedback you Provide.** We value hearing from our Users and are always interested in learning about ways we can improve Carbon. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you.

**F. Content.** We work closely with Publishers to ensure you have an opportunity to make Contributions and support the Content you find helpful and enjoy. Our Carbon Widget or other Services are embedded somewhere on or near the Content, however, the text, images, videos, animations, audio, or other content of the Content is outside Carbon's control. Carbon does not endorse or assume any responsibility for the Content. You expressly waive and release any claim you may have against Carbon, or any person or entity involved or in any way associated with Carbon, including, without limitation, its directors, officers, independent contractors, employees, agents, contractors, affiliates, and representatives regarding the Content, including, without limitation, any claims of copyright infringement or violations of any other intellectual property rights, tort claims, including, without limitation, libel, slander, or violation of privacy claims, or any other claims connected with your use of the Content.

**G. Third-Party Links, Sites, and Services.** Our Carbon Widget or Service, or the Content may contain or be adjacent to links to third-party websites, advertisers, services, or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from the Service, you do so at your own risk and you agree that we will have no liability arising from your use of or access to any third-party website, service, or content. Furthermore, any information you post, share or provide to such third-party will be governed by their respective privacy policies and terms of use.

**H. Termination.** We may terminate or suspend this license and your access to the Service at any time, with or without cause or notice to you. Upon termination, you continue to be bound by these Terms. Any final and unprocessed Contributions will be completed within thirty (30) days of the termination of your account.

**I. Indemnity.** If you use our Carbon Widget or Service for purposes in violation of

these Terms, as determined in our sole subjective discretion, you agree to indemnify and hold harmless Carbon and its officers, directors, employees, affiliates and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Service, or (b) your breach of any of these Terms.

**J. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARBON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL CARBON'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

**K. Arbitration.** For any dispute you have with Carbon, you agree to first contact us and attempt to resolve the dispute with us informally. If we have not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION ABOVE, YOU AGREE THAT DISPUTES BETWEEN YOU AND CARBON WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. ALL SUCH ARBITRATION PROCEEDINGS SHALL OCCUR EXCLUSIVELY IN LOS ANGELES, CALIFORNIA.

You may opt out of this agreement to arbitrate. If you do so, neither you nor Carbon can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out: Carbon Payment Technologies 32nd Street, Manhattan Beach, California 90266. You must include your name and residence address, the email address you use for your account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Carbon.

**L. Governing Law and Jurisdiction.** These Terms shall be governed by the laws of the State of California, without respect to its conflict of laws principles.

**M. Miscellaneous.**

1. *Notification Procedures and changes to these Terms.* We reserve the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. Please review the Terms of Service periodically. If a revision, in our sole discretion, is material, we will notify you by sending a notice to the email that you used when registering your account or through a notification in the Service. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Service.

2. *Assignment.* These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Carbon without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

3. *Entire Agreement/Severability.* These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with us in connection with the Service, shall constitute the entire agreement between you and Carbon concerning the Service. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

4. *No Waiver.* No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

5. *Questions or Concerns?* Please contact us at the following email: [admin@carbonpay.app](mailto:admin@carbonpay.app) and we will endeavor to respond to any questions or concerns promptly.

This Terms and Conditions of Service was last updated on October 1, 2018