

Website Terms of Use

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1. Proprietary Rights

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2. User Conduct - General

In using our Site, you agree not to:

1. disrupt or interfere with the security of, or otherwise abuse, our Site, or any services, system resources, accounts, servers or networks connected to or accessible through our Site or affiliated or linked websites;
2. disrupt or interfere with any other user's enjoyment of our Site or affiliated or linked websites;
3. upload, post, or otherwise transmit through or on our Site any viruses or other harmful, disruptive or destructive files;
4. use or attempt to use another's account, service or system without authorization from Carbon Nurture, or create or use a false identity on our Site;
5. transmit through or on our Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings; and
6. attempt to obtain unauthorized access to our Site or portions of our Site which are restricted from general access.

In addition, you agree that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on our Site. Our Site is controlled and operated in the United States. If you are in a jurisdiction which restricts you from accessing our Site, do not access or use our Site. We make no representation that our Site is appropriate or available for use outside the United States.

3. Communications On and Through Our Site

Except as otherwise provided in Section 4 below, you agree that any communications you transmit to us, including, questions, comments, suggestions, ideas, plans, notes, drawings, or other material or information (collectively, "**Information**"), are non-confidential and upon transmission of such Information to us via email or other means you grant to Carbon Nurture an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to use such Information in any media for any purpose.

4. Privacy Statement

You acknowledge and agree that we may use the data collected in the course of our relationship for the purposes identified in our https://www.carbonnurture.com/privacy_policy which is incorporated by reference as if fully set forth in these terms.

5. Links and Third Party/User Content

Links to Other Websites

Our Site may contain links to other websites, including links to access or interact with third-party services unaffiliated to us, such as LinkedIn and Facebook. We do not control the privacy practices of these third-party services. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by us of -- or responsibility for -- the linked websites or any content, services or products available on or through such sites.

Links from Other Websites. All links to our Site must be approved in writing by us, except that we consent to links in which:

1. the link is a text-only link containing only the title of the home page of our Site,
2. the link “points” only to the home page of our Site and not to deeper pages,
3. the link, when activated by a user, displays this home page of our Site full-screen and not within a “frame” on the linked website, and
4. the appearance, position, and other aspects of the link does not
 - o create the false appearance that an entity or its activities or products are associated with or sponsored by Carbon Nuture or our affiliates, or
 - o be such as to damage or dilute the goodwill associated with the name and trademarks of Carbon Nuture or our affiliates. We reserve the right to revoke this consent to link at any time in its sole discretion.

Third Party Content

Our Site may from time to time contain material, data or information provided, posted or offered by third parties. You agree that neither Carbon Nuture nor our affiliates will have any liability whatsoever to you for any such third party material, data or information.

6. Disclaimers

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REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES REFERENCED ON OUR SITE. CARBON NURTURE DOES NOT MAKE ANY WARRANTY THAT OUR SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT OUR SITE OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. NOR DOES CARBON NURTURE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR SITE OR ITS CONTENT OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL CARBON NURTURE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE OUR SITE OR ANY CONTENT CONTAINED ON OUR SITE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF CARBON NURTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

8. General

Applicable Law

These terms will be governed by and construed in accordance with the laws of the State of Washington, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within King County, the State of Washington.

Other

These terms constitute the entire agreement between you and Carbon Nurture governing your use of our Site. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or

related to these terms or your use of our Site must be filed within one year after it arose or be permanently barred.

Questions

If you have any questions related to these terms, you may email us at contact@carbonnuture.com and put “Website Terms of Use Inquiry” into the subject line of your email. You may also send mail to us at:

Carbon Nuture, Corporation, 121 Loring Ave, Suite 920 Salem, MA 01970.