

TERMS OF USE

Welcome to Commit to Green!

If you have any questions, please feel free to reach out to us at compost@committogreen.com.

1. Agreement to the Terms of Use.

Commit to Green, Inc. (“**Commit to Green**,” “**we**,” or “**us**”) is the operator of the www.committogreen.com website (the “**Site**”). By accessing or using the Site, you represent that you have read and understood these Terms of Use and our Privacy Policy, found at [<https://tinyurl.com/y5wdoq48>], and you agree to be bound by both documents. If you do not agree to both documents, you should not use or access the Site.

2. Changes to the Terms of Use.

Commit to Green may revise these Terms of Use at any time in our sole discretion without notice. All changes are effective immediately when we post them. You should review these Terms of Use each time you access the Site, because your use of the Site after the posting of changes constitutes your acceptance of the changes and makes those changes binding.

3. Accessing the Site and Account Security.

Commit to Green may withdraw or amend the Site, and any service or material we provide on the Site, at any time in our sole discretion without notice. We are not liable if for any reason all or any part of the Site is unavailable at any time. From time to time, we may restrict access to some parts of the Site, or the entire Site, to registered users only.

You must

- a. make all arrangements necessary for you to have access to the Site; and
- b. ensure that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. All information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and must not provide any other person with access to the Site or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You

must also ensure that you exit from your account at the end of each session. You must use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Commit to Green may disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including without limitation if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights.

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Commit to Green, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- b. You may store files that are automatically cached by your web browser for display enhancement purposes.
- c. You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- d. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, if you agree to be bound by the terms applicable to those applications.

You must not do any of the following:

- a. Modify copies of any materials from this site.
- b. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- c. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you wish to make any use of material on the Site other than that set out in this section 4, please address your request to: compost@committogreen.com.

If you print, copy, modify, download, otherwise use, or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop

immediately and you must, at our option, return or destroy any copies of the materials you have made. No interest in the Site or its content is transferred to you, and all rights not expressly granted are reserved by Commit to Green. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks.

The Commit to Green name, the Commit to Green logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Commit to Green or its affiliates or licensors. You must not use such marks without Commit to Green's prior written permission. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

6. Prohibited Uses.

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You must not use the Site in any of the following ways:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- c. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards stated in section 9 of these Terms of Use.
- d. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letters," "spam," or any other similar solicitation.
- e. To impersonate or attempt to impersonate Commit to Green, a Commit to Green employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of Commit to Green, a Commit to Green employee, another user, or any other person or entity).
- f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Commit to Green or users of the Site, or expose them to liability.

Additionally, you must not do any of the following:

- a. Use the Site in any manner that may disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- b. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- c. Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- d. Use any device, software, or routine that interferes with the proper working of the Site.
- e. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- g. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- h. Otherwise attempt to interfere with the proper working of the Site.

7. **User Contributions.**

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, product reviews, and other interactive features (“**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (“**User Contributions**”) on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant Commit to Green and Commit to Green’s affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant the following:

- a. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- b. All your User Contributions do and will comply with these Terms of Use.

You are responsible for any User Contributions you submit or contribute, and you alone, not Commit to Green, must ensure the legality, reliability, accuracy, and appropriateness of that content.

We are not liable to you or any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

8. **Monitoring and Enforcement; Termination.**

Commit to Green may take any of the following acts:

- a. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- b. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including without limitation if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes

any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Commit to Green.

- c. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including without limitation their intellectual property rights or their right to privacy.
- d. Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Site.
- e. Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation any violation of these Terms of Use.
- f. Cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

YOU WAIVE AND RELEASE COMMIT TO GREEN AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY ANY OF THOSE ENTITIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THOSE ENTITIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Commit to Green is not liable for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Content Standards.

These content standards apply to all User Contributions and use of Interactive Services. User Contributions must comply with all applicable laws and regulations and must not do any of the following:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- d. Violate the legal rights (including without limitation the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- h. Impersonate any person or misrepresent your identity or affiliation with any person or organization.

- i. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- j. Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

10. Reliance on Information Posted.

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Commit to Green, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Commit to Green. We are not liable to you or any third party for the content or accuracy of any materials provided by any third parties.

11. Changes to the Site.

Commit to Green may update the content on this Site from time to time, but its content is not necessarily complete or up to date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

12. Information About You and Your Visits to the Site.

All information we collect on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

13. Online Purchases and Other Terms.

All purchases through the Site or other transactions for the sale of goods, services or information formed through the Site, or resulting from visits made by you, are governed by our Terms of Sale, which are incorporated into these Terms of Use.

14. Linking to the Site and Social Media Features.

You may link to our homepage only in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in section 9 of these Terms of Use.

This Site may provide certain social media features that enable you to do the following:

- a. Link from your own or certain third-party websites to certain content on this Site.
- b. Send emails or other communications with certain content, or links to certain content, on this Site.
- c. Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms that apply to such features. We may disable all or any social media features and any links at any time without notice in our discretion.

15. Links from the Site.

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Commit to Green has no control over the contents of those sites or resources and is not liable for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms of use for such websites.

16. Geographic Restrictions.

The owner of the Site is based in the State of New York in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Disclaimer of Warranties.

We cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE

COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE PREVIOUS SENTENCE, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMMIT TO GREEN DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

The previously stated disclaimers do not affect any warranties that cannot be excluded or limited under applicable law.

18. Site Not for Minors.

This Site is offered and available to users who are 16 years of age or older and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with Commit to Green and meet the previously stated age eligibility requirements. If you do not meet these requirements, you must not access or use the Site.

19. Limitation of Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMMIT TO GREEN, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct, death or bodily injury caused by products you purchase through the Site, or any liability that cannot be excluded or limited under applicable law.

20. Indemnification.

You agree to defend and indemnify Commit to Green, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns against any claims, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Site.

21. Governing Law and Jurisdiction.

All matters relating to the Site and these Terms of Use are governed by the laws of New York.

Any legal proceeding related to these Terms of Use or the Site shall be instituted exclusively in the federal or state courts located in the County of New York. You irrevocably submit to those courts' jurisdiction and waive all objections to its exercise.

22. Arbitration.

At Commit to Green's sole discretion, Commit to Green may require you to submit any disputes arising from these Terms of Use or use of the Site, including without limitation disputes arising from or concerning your interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law. You waive all objections to any such arbitration.

23. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Waiver and Severability.

No waiver by Commit to Green of any provision or failure to assert any provision of these Terms of Use constitutes a waiver of that provision in any other circumstance or any other provision.

If any provision of these Terms of Use is held illegal or unenforceable, the remaining provisions will continue in full force.

25. Entire Agreement.

These Terms of Use, the Privacy Policy, and the Terms of Sale constitute the final and exclusive agreement between you and Commit to Green regarding the Site and supersede all prior and contemporaneous understandings, agreements, and communications, both written and oral, regarding the Site.

26. Your Comments and Concerns.

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: compost@committogreen.com.