

## VCS Website - Terms and Conditions of Use

The website [www.v-c-s.org](http://www.v-c-s.org) (**Website**) is owned and operated by Verified Carbon Standard Association (**VCSA**), an association incorporated in the District of Columbia, USA whose registered office is at 1090 Vermont Avenue N.W., Suite 910, Washington, D.C., 20005, USA and whose physical office is at 1730 Rhode Island Avenue, N.W., Suite 803, Washington, D.C., 20036. USA.

These terms and conditions of use (**Terms and Conditions**) are between VCSA and you as a user of the Website (**You** and/or **Your**) and govern Your use of the Website.

Please read these Terms and Conditions carefully before proceeding any further. The use of the Website is offered to You on the condition that You accept these Terms and Conditions. By accessing the Website, You agree to be bound by these Terms and Conditions.

By accessing the Website, You also agree to be bound by VCSA's privacy policy as published on the Website and updated by VCSA from time to time <<http://v-c-s.org/sites/v-c-s.org/files/VCS%20Privacy%20Policy%2C%2019%20DEC%202012.pdf>> (**Privacy Policy**).

If you do not agree to these Terms and Conditions or the Privacy Policy, You must stop using the Website immediately.

### Amendment

VCSA may amend these Terms and Conditions and/or the Privacy Policy at any time, and all amendments will take effect immediately upon the posting of the amended Terms and Conditions and/or Privacy Policy on the Website.

You are responsible for regularly reviewing these Terms and Conditions and/or the Privacy Policy and Your continued use of the Website constitutes Your agreement to all such amended Terms and Conditions and/or Privacy Policy.

### Your use of the Website

You must not use the Website to:

- Upload or send any content that is or may be considered material that:
  - is illegal, abusive, harassing, threatening, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory or invasive of another's privacy;
  - contains plagiarism, infringes the intellectual property of another party and/or is not owned by you;
  - is false or misleading and/or contravenes or may contravene any applicable laws, regulations, codes, or standards;
  - constitutes criminal content or content that might encourage any criminal activity or otherwise constitutes a basis for legal proceedings;
  - disturbs or damages the Website or the goods and/or services offered by VCSA and/or causes any damage to VCSA or any third party; and/or
  - breaches the Terms and Conditions;
- Transmit any unsolicited or unauthorised advertising, promotional materials, spam or similar materials; or
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

You will not violate or attempt to violate the security of the Website. You will not hack into the Website, VCSA's computer systems or the computer systems of other users of the Website. Hacking means unauthorised access, malicious damage and/or interference and includes, without limitation, mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

You are solely responsible for the security of all user names and passwords used by You to access the Website and conduct any transaction available via the Website. VCSA will not be responsible for any unauthorised access to the Website or misuse of any user names or passwords. You must notify VCSA of any change in user name or password, any suspected or actual unauthorised access to a user name or password and if a person is no longer entitled to use a user name or password.

VCSA reserves the right to cancel a person's user name or password at any time.

### **Website Availability**

Access to the Website is permitted on a temporary basis. VCSA may modify, suspend, discontinue or vary the Website at any time in its absolute discretion. As such, from time to time the Website, or some parts of the Website, may be unavailable for access or use. VCSA will work within reason to limit the amount of time the Website is unavailable. VCSA will not be held liable for the consequences of any unavailability of the Website, or part thereof.

VCSA may modify, suspend, discontinue or vary the Website at any time in its absolute discretion.

### **Website Materials**

The Website may contain products, services, information, text, graphics, materials, software (including third party software) and other content (**Website Materials**).

The Website and Website Materials are provided “as is” and “as available”, and VCSA makes no representations or warranties of any kind with respect to the information and materials contained in the Website and/or Website Materials, including without limitation warranties of title, non-infringement, merchantability or fitness for a particular purpose.

### **Overseas use**

The Website may be accessed throughout the United States of America and overseas. VCSA makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country outside of the United States of America. If You access the Website from outside the United States of America, You do so at Your own risk and are responsible for complying with the laws in the place where You access the Website.

### **Intellectual property**

Unless otherwise noted, all intellectual property rights in the Website and Website Materials are owned by VCSA or by other parties that have licensed their material to VCSA or published their material on the Website. Those intellectual property rights in the Website and Website Materials are protected by copyright and intellectual property laws and treaties around the world.

Reproduction of part or all of the contents in any form of the Website or Website Materials is prohibited other than for individual use only, and may not be recopied and shared with a third party. The permission to recopy by an individual does not allow for incorporation of Website Material or any part of it in any work or publication, whether in hard copy, electronic, or any other form. You must not modify the paper or digital copies of any Website Materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the Website or Website

Materials for commercial purposes without obtaining a licence to do so from VCSA or VCSA's licensors.

The trademarks of VCSA on the Website represent some of the trademarks currently owned or controlled in the USA. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all worldwide proprietary ownership rights held by VCSA. You may not use any of the trademarks of VCSA and brand names without VCSA's prior written consent. You will not do anything which may harm the goodwill in the trademarks and brand names of VCSA.

If You print, copy or download any part of the Website or Website Materials in breach of these Terms and Conditions, Your right to use the Website will cease immediately and You must, at VCS' option, return or destroy any copies of the Website or Website Materials You have made.

All rights not expressly granted in these Terms and Conditions are reserved.

### **No advice**

The Website Material is intended for general guidance and awareness , and should not be construed as financial, legal or other advice of any kind, nor should it be regarded as an offer or as a solicitation of an offer to buy, sell or otherwise deal in any investment. You may not use the Website Material in, or generate based on the Website Material, any advice, recommendations, guidance, publications or alerts to clients or third parties.

VCSA expressly disclaims all liability and responsibility arising from any reliance placed on the Website Materials by You or any visitor to the Website, or by anyone who may be informed of any of its contents.

### **Links to third party websites**

The Website contains links to websites of third parties (**Linked Sites**). These links are provided to You as a convenience for your information only, and VCSA is not responsible for the content of any Linked Site. VCSA has no control over the contents of those websites or resources, and accepts no responsibility or liability for them or for any loss or damage that may arise from Your use of them. In addition, a link to any non-VCSA website does not imply that VCSA endorses or accepts any responsibility for the content or use of such a website.

You access Linked Sites at your own risk and, to the full extent permitted by law VCSA disclaims all guarantees and warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on such Linked Sites.

### **Linking to the Website**

You may link to the Website's home page only, provided You do so in a way that is fair and legal and does not damage VCSA's reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by You. VCSA reserves the right to withdraw linking permission without notice. The Website must not be framed on any other site.

### **Log - in**

You acknowledge that log-on access codes and passwords that are provided to You are for Your use only and may not be shared. You shall ensure that Your log-on access code and password is kept confidential. You agree to accept sole responsibility for the use and protection of the log-on access codes and passwords provided to You, including protecting the confidentiality of such passwords. You shall use commercially reasonable efforts to prohibit or cease any unauthorized access to the Website or the Website Material.

## **Personal Information**

The security of Your personal information is important to VCSA. When You enter sensitive information, VCSA encrypts that information using secure socket layer technology (SSL). VCSA follows generally accepted industry standards to protect the personal information submitted to it, both during transmission and once VCSA receives it.

VCSA processes information about You in accordance with our Privacy Policy. By using the Website, You consent to such processing and You warrant that all data provided by You is accurate.

## **No warranty**

Without limiting the foregoing, VCSA does not warrant the accuracy, timeliness, completeness, reliability or availability of the Website, Website Materials or the information or results obtained from use of the Website, or that the Website is virus-free or error-free. VCSA has no obligation to audit, validate or otherwise verify any information contained in the Website, including the Website Materials.

## **Liability**

VCSA will not be 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 this Website or to Your downloading of any material posted on it, or on any website linked to it.

The Website and Website Material are provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, VCSA hereby expressly excludes:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect VCSA's liability for death or personal injury arising from VCSA's negligence, nor VCSA's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

You indemnify and release VCSA for any claims in connection with the services it provides under these Terms and Conditions, except to the extent that those claims arise from VCSA's fault or negligence (including a failure by VCSA to comply with any statutory requirement).

You agree to indemnify, release and fully compensate VCSA and its officers, employees agents and licensors from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:

- Your material breach of the Terms and Conditions;
- Any misuse or use of the Website Materials; and
- Any act of fraud or wilful misconduct by or on behalf of You.

You acknowledge and agree that unauthorised use of the Website Materials by you could cause VCSA (or its third party suppliers or licensors) irreparable harm and that, in the event of unauthorised use, VCSA is entitled to seek an injunction to prevent such use, in addition to any other remedies available at law or in equity.

## **General**

You may not assign Your rights or obligations under these Terms and Conditions without VCSA's prior written consent. VCSA may assign its rights and obligations at any time.

Nothing in these Terms and Conditions creates a relationship of principal/agent, employer/employee, joint venture or partnership. It is the express intention of VCSA and You that any such relationships are expressly denied.

These Terms and Conditions and the Privacy Policy record the entire agreement between VCSA and You in respect of its subject matter.

The obligations to compensate for losses incurred by VCSA and its officers, employees and agents in the Terms and Conditions are:

- Continuing obligations of the parties, separate and independent from their other obligations and survive termination of the Terms and Conditions; and
- Absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.

The Terms and Conditions are governed by, and will be construed in accordance with, the laws of the State of New York, USA. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New York, USA.

If any part of these Terms and Conditions shall for any reason whatsoever be declared or become unenforceable, the terms and provisions of these Terms and Conditions shall remain in full force and effect as if these Terms and Conditions had been executed without the offending provision appearing in it.

## **Contacting Us**

If You have any concerns about these Terms and Conditions, the Privacy Policy, the Website or any Website Material, please contact: [secretariat@v-c-s.org](mailto:secretariat@v-c-s.org) or write to VCSA at

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