#### **TERMS OF USE**

Last Updated: April 25, 2018

These Terms of Use (the "Terms of Use") govern your use of the <a href="www.ada-cs.com">www.ada-cs.com</a> and <a href="https://compliance.ada-cs.com">https://compliance.ada-cs.com</a> websites, including without limitation use of all content, data, images, information and other materials posted on or available through the websites (collectively, the "Site").

THE SITE AND RELATED CONTENT AND SERVICES ARE PROVIDED SUBJECT TO THESE TERMS OF USE AND THE PRIVACY POLICY. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. BY USING THE SITE, OR DOWNLOADING ANY PORTION OF ITS INFORMATION OR CONTENTS, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND THE PRIVACY POLICY, DO NOT USE THE SITE.

The Site is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using the Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

# **Ownership**

The Site is owned and operated by ADA Carbon Solutions, LLC ("ADA-CS", "we" or "us"). All content, data, information and other materials on or directly accessible from the Site, is owned by ADA-CS, its subsidiaries or affiliates, and/or licensors. The Site is protected by United States and international copyright and trademark laws. Any rights not expressly granted by these Terms of Use are reserved by ADA-CS, its subsidiaries and affiliates, and/or its licensors.

### **Access**

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire site, to certain users, including registered users. You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

# **Use of Content**

You may view, download, and reproduce content from the Site for your personal use for non-commercial purposes, provided you keep intact all copyright, trademark, and other proprietary notices and comply with these Terms of Use. Users that are a potential or current supplier, distributor or customer of ADA-CS or any of its subsidiaries or affiliates may view, download, and reproduce content from the Site for your internal business purposes related to your role as a potential or current supplier, distributor or customer of ADA-CS or any of its subsidiaries or affiliates, provided you keep intact all copyright, trademark, and other proprietary notices and comply with these Terms of Use. No modification or use in any other manner of the content is permitted without the prior written consent of ADA-CS.

You acknowledge and agree that this limited license to use the Site subject to these Terms of Use does not grant you any other right or license, by implication, estoppel or otherwise, under the intellectual property rights of ADA-CS or any third party.

You may not make any part of the Site or its content available as part of another web site whether by hyperlink framing on the internet or otherwise. The Site and its content may not be used to construct a database of any kind nor may the same be stored (in whole or part) in databases for access by you or any third party or to distribute any database containing all or part of the Site or its content.

## **Accuracy and Integrity of the Site**

Although we attempt to ensure the integrity and accuracy of the Site, we make no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible the Site may include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected. Information contained on the Site may be changed or updated without notice.

### **Product Information**

Any product information or other information published via the Site is given to ADA-CS's knowledge. All this information shall not, however, as far as legally permissible, create any guarantee or representation of any kind or any liability of ADA-CS or any of its subsidiaries or affiliates and shall not relieve you from undertaking your own investigations and tests.

# **Links to Third Party Websites**

The Site may contain hyperlinks to third party websites. Such external hyperlinks are provided for your convenience and do not constitute any endorsement or recommendation by ADA-CS of any third party or its website, products, resources or other information. An external hyperlink to a site does not imply that ADA-CS is affiliated with or sponsors the third party's website. ADA-CS is not responsible for any software, data or other information available from any third party website and shall have no liability for any damage or loss arising from your access to, use of or reliance on any third party site, software, data, or other information. You are solely responsible for complying with all terms and conditions of use for the third party sites.

#### **Disclaimer of Warranties**

You understand that 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 antivirus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. TO THE FULLEST EXTENT PERMITTED BY LAW, WE 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 OR NON-PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE 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, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ADA-CS, ANY OF ITS SUBSIDIARIES AND AFFILIATES, NOR ANY PERSON ASSOCIATED WITH ANY OF THEM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ADA-CS, ANY OF ITS SUBSIDIARIES AND AFFILIATES, NOR ANY PERSON ASSOCIATED WITH ANY OF THEM, REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, ADA-CS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATOTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ADA-CS, ITS SUBSIDIARIES AND AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, 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 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. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR OTHER SITE-RELATED CONTENT IS TO STOP USING THE SITE AND/OR SUCH CONTENT.

THE FOREGING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Changes to these Terms of Use**

ADA-CS reserves the right to make changes to these Terms of Use at any time. Please check these Terms of Use each time you use the Site to ensure that you are aware of any changes. The Terms of Use will indicate the date they were last updated. Your continued use of this Site following the posting of revised Terms of Use means that you accept and agree to the changes and to be bound by the then-current Terms of Use.