



ART Website Terms of Use

Introduction: The following Terms of Use (“TOU“) describe the terms and conditions applicable to your access and use of the websites of the Architecture for REDD+ Transactions, located at www.ARTREDD.org (the “ART Website“) and <https://art.apx.com> (the “Registry Site“), collectively referred to as the “Websites“. By using the Websites, you are accepting and agreeing to the TOU. If you do not agree to the TOU, do not use the Websites. We reserve the right to change the TOU at any time without notice; modifications will be included in the TOU. It is your responsibility to check the TOU from time to time for modifications. Continued use of the Websites after any modifications of the TOU will constitute acceptance of such modifications. The Websites are owned and operated by the Architecture for REDD+ Transactions, hosted by the Winrock Institute for International Development, an Arkansas nonprofit corporation (“ART”, “us” or “we”).

Ownership and Use of Websites: The Websites, including without limitation, any information, data, software, photographs, images, video, audio, graphics, databases, or text on the Websites (“ART Content“), and all patent, copyright and ancillary rights, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of ART and various third-party owners. You agree to abide by all applicable intellectual property laws and any additional restrictions set forth on the Websites in relation to ART Content. By using the Websites, you represent that you are at least 13 years old and are a resident of the United States. If you are under 13 or not a U.S. resident, do not use the Websites. ART does not intend to market any products or services to children and does not knowingly collect personal information from children under the age of 13 through the Websites. Except as specifically permitted herein, you may not store, modify, reproduce, transmit, or distribute content from the Websites, including without limitation ART Content, without the prior written consent of ART. ART may change or restrict your use of the Websites and/or make changes to the products and services described on the Websites at any time without notice. You also agree not to use the Websites for any unlawful purpose or in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server of ART, its affiliates or service providers, or interfere with



any other party's use of the Websites. You may not attempt to gain unauthorized access to the Websites or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining, or any other means. Any and all caching, hypertext linking to the Websites, or framing of any ART Content is prohibited without ART's prior written consent. ART reserves the right to disable any unauthorized links or frames.

Limited License; Permitted Uses: You are granted a non-exclusive, non-transferable, revocable license to

(a) access and use the Websites and the ART Content strictly in accordance with these Terms of Use; (b) to use the Websites and ART Content solely for informatory purposes and strictly for your internal business needs; and (c) to use information and data that is available from ART public reports on the Websites for the purposes of adaptation, reproduction, or the creation of derivative works provided that such information and data is accurately represented and cited, and not used or presented in an unfair, misleading or discriminatory manner.

Disclaimer of Warranties:

- The data and information contained on the Websites and in ART Content is not intended to constitute advice nor is it to be used as a substitute for specific advice from an attorney. You should not act (or refrain from acting) based upon information in the data without independently verifying the data and information and obtaining any necessary professional advice.
- THE WEBSITES, THE ART CONTENT, AND THE USER CONTENT ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. ART MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITES, THE ART CONTENT, OR THE USER CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL



Limitation of Liability: YOUR USE OF THE WEBSITES AND ANY ART CONTENT OR USER CONTENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ART OR ANY THIRD-PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITES, ART CONTENT, OR USER CONTENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, ANY DECISION OR ACTION TAKEN IN RELIANCE UPON ANY ART CONTENT OR USER CONTENT, ANY DELAYS, ERRORS, OMISSIONS, OR INTERRUPTIONS IN DELIVERY, NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITES OR THE WEBSITES CONTENT, OR FOR ANY TYPES OF DAMAGES OR LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusion of Consequential Damages: IN NO EVENT SHALL ART OR ANY THIRD-PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS OR INJURY CAUSED IN WHOLE OR IN PART IN RELATION TO THE WEBSITES, THE PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITES, ART CONTENT, OR USER CONTENT.

Additional Limitations: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THE “LIMITATION OF LIABILITY” AND “EXCLUSION OF CONSEQUENTIAL DAMAGES” SECTIONS MAY NOT APPLY TO YOU. IN THOSE CIRCUMSTANCES, AS WELL AS ANY OTHER WHERE LIABILITY OCCURS, YOU ACKNOWLEDGE THAT THE ENTIRE LIABILITY OF ART AND ITS THIRD-PARTY PROVIDERS UNDER THIS TOU, OR ANY MATTER RELATING TO THIS TOU OR WITH RESPECT TO THE WEBSITES, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.



Derivative Works: Neither ART nor any of its affiliates or business partners is responsible for how information or data contained on the Websites or in ART Content is used by you or any third party. Neither ART nor any of its affiliates or business partners has reviewed, assessed, investigated, verified, edited, or amended any adaptation, reproduction, or creation of derivative works based on the data and information contained on the Websites or in ART Content which was created and/or made available by any third party (“**Derivative Works**”), nor does ART or any of its affiliates or business partners endorse or recommend the use of such Derivative Works.

Indemnification: You agree to indemnify and hold harmless ART and its affiliates, officers, agents, employees, shareholders, directors, and licensors from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of user content or submission you submit, transmit, or otherwise make available, your use of the Websites or ART Content, your violation of the TOU, or your violation of any rights of another party.

Trademarks: Unauthorized use of trademarks, service marks, or logos owned by ART is strictly prohibited and may also be a violation of federal and state trademark laws. You may not use ART trademarks, service marks, or logos prior to obtaining written permission from ART, which may be withheld in ART’s sole discretion. Any authorized use of the ART trademarks, service marks, or logos shall be precisely as described and you shall not alter such logo, trademarks, or service marks in any respect (including without limitation changing the color scheme thereof).

Copyright:

- The Websites and the ART Content is protected by U.S. and foreign copyright laws, including laws on software and database rights. Except as expressly provided under “Limited License; Permitted Uses” section above, you shall not, and shall not cause, permit, or attempt, except to the extent permissible under applicable mandatory law, any of the following:
- use, reproduction, public display, modification, adaptation, creation of derivative works, rental, resale, sublicense, distribution, sublease, operation of a service bureau, transfer, perform text or data mining or crawling, screen



scraping, framing, or other commercial exploitation of the Websites, ART Content, or parts thereof;

- reverse engineering, disassembling, de-compiling, translating, or deriving the source code, object code, or underlying proprietary information of the Websites, ART Content, or parts thereof, except to the extent such activities must be permitted under applicable mandatory law;
- use the Websites, ART Content, or parts thereof for any illegal purpose, in violation of the rights of a third-party or in violation of any applicable local, state, federal, and foreign laws, treaties, regulations, or conventions, or in manner that may subject Us or our affiliates to unfavorable regulatory action;
- use the Websites, ART Content, or parts thereof in connection with any infringing, obscene, threatening, harmful, abusive, libelous, fraudulent, or otherwise unlawful or tortious material, purpose, or activities (including which adversely reflects upon the name, reputation, or goodwill of the ART brand or brands of ART affiliates);
- removing, or altering ART's copyright notices, trademarks, or other proprietary rights notices affixed to or contained on or within the Websites, the ART Content, or parts thereof; or
- using the Websites, the ART Content, or parts thereof or any data or materials obtained from the foregoing to (i) build a competitive product or service; (ii) build a product or service that uses ideas, features, functions, or graphics that are the same as or similar to the Websites, the ART Content, or parts thereof; (iii) copy any ideas, features, functions, or graphics of the Websites, the ART Content, or parts thereof; or (iv) for any purpose competitive to ART (including competitive benchmarking).

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Websites;



4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's

Our Copyright Agent for Notice of claims of copyright infringement on the Websites can be reached by directing an email to the Copyright Agent at REDD@winrock.org, or by letter sent postage prepaid to Winrock International, ART, 325 W Capitol, Suite 350, Little Rock, Arkansas 72201, Attention: ART.

Governing Law: The TOU shall be governed in all respects by the laws of the State of Arkansas, USA, without reference to its choice of law rules. By accessing the Websites, you understand and agree that all transactions take place in Pulaski County, Arkansas and agree that the federal and state courts located in Pulaski County, Arkansas have exclusive jurisdiction over any disputes with ART arising from or related to your use of the Websites or any of the products, services, ART Content, or user content on the Websites. You irrevocably consent and submit to the exclusive personal jurisdiction of that court, and you irrevocably waive any jurisdictional, venue, or inconvenient forum objections to such court.

Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Websites or the TOU (other than a violation of ART's intellectual property rights hereunder) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Third-Party Links: The Websites may contain links to third-party websites. ART makes no representation regarding the content or accuracy of any website that you may access through the Websites. ART does not monitor and is not responsible for the content found on other websites that are linked from the Websites. ART does not imply endorsement, recommendation, or sponsorship for any linked website or the services, products, or advice described on the site, and ART shall have no liability for its content, including its accuracy, subject matter, quality or timeliness, or any personal information that you provide to such site. USE OF SUCH SITE IS AT YOUR OWN RISK. The views, opinions, statements, offers, or other information or



content expressed therein are those of the respective author(s) or distributor(s), not of ART.

Third-Party Services: We may allow access to or advertise certain third-party product or service providers (“Third-Parties”) from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Third-Parties. Third-Parties are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Third-Parties. All rules, policies (including privacy policies), and operating procedures of Third-Parties will apply to you while on any Third-Party sites. We are not responsible for information provided by you to Third-Parties. We and the Third-Parties are independent contractors and neither party has authority to make any representations or commitments on behalf of the other. You agree that use of or purchase from such Third-Parties is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD-PARTIES OR FOR ANY INFORMATION APPEARING ON THIRD-PARTY SITES OR ANY OTHER SITE LINKED TO OUR SITE.

Security: Notwithstanding the reasonable precautions taken by ART to maintain security of the Websites, no data transmissions over the Internet are 100% secure. Consequently, ART does not make warranties or representations regarding the security of the Websites, ART Content, or user content. Data sent over the Internet may be intercepted by third-parties; if you are concerned about the security of your data, you should not send it over the Internet.

User ID and Password: You may be required to have a user ID and password to access certain areas of the Websites. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by you. ART prohibits the transfer or sharing of user IDs and passwords. You agree to immediately notify ART of any unauthorized use of your user ID or password or any other breach of security.



Linking to the Websites: You may not link to the Websites prior to obtaining written permission from ART, which may be withheld in ART's sole discretion.

Information and Press Releases: The Websites may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

Special Admonitions For International Use: Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content.

General Practices Regarding Use And Storage: You agree that ART has no responsibility or liability for the deletion or failure to store any messages and other communications or other user content. You acknowledge that ART reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that ART reserves the right to modify these general practices and limits from time to time.

Termination: You agree that ART may, *in its discretion, and without prior notice*, immediately terminate your Registry Site account, any associated email address, and access to the Registry Site.

No Third-Party Beneficiaries: You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this TOU.

Waiver: The failure of ART to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Headings: The section and paragraph headings used in this TOU are inserted for convenience only and will not affect the meaning or interpretation of this agreement.

Violation of TOU: ART reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this TOU and the Privacy Policy (which is incorporated by reference), including, but not limited to, the right to block access from a particular Internet address to the Websites.



Entire Agreement; Severability: This TOU, and the applicable Privacy Policy for the Websites, constitutes the entire agreement between you and ART relating to the use of the Websites. Use of the “ART Registry Powered by APX Technology” is governed by the ART Registry Terms of Use by and between ART and the Account Holder of the ART Registry Powered by APX Technology, and not by this TOU. Additional terms and conditions may apply to transactions with Third-Parties or when you access any linked websites. Should any provision of our TOU be held invalid, unlawful, or for any reason unenforceable, then the invalid, unlawful, or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful, or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

Contacting ART: If you have questions, comments, or concerns, please email REDD@winrock.org. Please include detail of your questions, comments, or concerns and your complete name and contact information.