

Website and Services Terms of Use

Last Modified: June 4, 2021

These terms of use are entered into by and between you and Western Climate Initiative, Inc. (“**WCI, Inc.**”, “**we**” or “**us**”). The following terms and conditions, together with any documents expressly incorporated herein by reference (collectively, the “**Terms of Use**”), govern your access to and use of www.wci-auction.org, www.wci-inc.org and any subdomains thereof (collectively, the “**Website**”), including any content, functionality and services offered on or through the Website (together with the Website, referred to as the “**Services**”), whether as a client, partner, guest, registered entity, or other user of the Website.

1. ACCEPTANCE OF THE TERMS OF USE.

Please read the Terms of Use carefully before you start to use the Services. **By accessing or using the Services, and/or accepting the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy which is incorporated into these Terms of Use by this reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services. Your continued use of the Services indicates your acceptance of these Terms of Use.

The Services are offered and available to users who are the age of majority in your province or state of residence. By using the Services, you represent and warrant that you are the age of majority in your province or state of residence and are of legal age to form a binding contract with WCI, Inc. If you are under the applicable age of majority, you must not access or use the Services.

2. CHANGES TO THE TERMS OF USE.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them on the Website and the updated Terms of Use shall apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. We will note the date the Terms of Use were most recently modified at the top of the first page.

3. ACCESSING THE SERVICES AND ACCOUNT SECURITY.

We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services including, without limitation, the entire Services, to users, including registered users.

To access the Services, users may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to WCI, Inc. is correct, current and complete. You agree that all information you provide to register for the Services, including, but not limited to, through the use of any interactive features or services on the Website, is governed by 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 agree not to provide any other person with access to the Services or portions of it using your username, password or other security information. You are responsible for all activities that occur under your account, whether or not authorized by you. You agree to notify us immediately of any unauthorized access to or use of your

username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular 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.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

4. INTELLECTUAL PROPERTY RIGHTS.

The Services and 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 WCI, Inc., 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 (“**Intellectual Property Rights**”). As between you and WCI, Inc., you acknowledge and agree that WCI, Inc. (and/or its licensors) exclusively own all right, title and interest in and to the Services, copyright rights, trade secret rights, trademarks, database rights and any other Intellectual Property Rights anywhere in the world. Nothing in these Terms of Use or the Services should be construed as granting, by agreement, implication, estoppel or otherwise, any license or right to use any of WCI, Inc.’s or its licensor’s logos, trademarks or information displayed on the Services, without WCI, Inc.’s prior written permission in each instance. All goodwill generated from the use of WCI, Inc.’s trademarks and other Intellectual Property Rights of WCI, Inc. will inure to our exclusive benefit.

(a) License to Services.

These Terms of Use permit you to use the Services, and anything available through the Website, for your personal (including on behalf of the organization you represent) use and for the official use related to the cap-and-trade program auctions. Unless you have entered a written agreement with WCI, Inc. specifically providing otherwise, 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 Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Services for your own personal use and not for further reproduction, publication or distribution.
- If we provide applications for download, you may download the application(s) provided you agree to be bound by the applicable end user license agreement or terms of use for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

Unless you have WCI, Inc.’s permission, you must not:

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

If you print, copy, modify, download or otherwise use or provide any other person with access to any part

of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content therein is transferred to you, and all rights not expressly granted are reserved by WCI, Inc. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate intellectual property and other laws.

(b) Feedback.

To the extent that you give us feedback, comments or suggestions concerning the Services (collectively, “**Feedback**”), you acknowledge and agree that all Feedback is WCI, Inc.’s sole and exclusive property, and you hereby unconditionally and irrevocably assign and transfer to WCI, Inc., your entire right, title and interest in and to any Intellectual Property Rights that you may now or hereafter have in or relating to the Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, you agree to waive and hereby waive enforcement of such moral or other rights that cannot be assigned or surrendered and hereby consent to the use of such rights by WCI, Inc. To the extent that the foregoing assignment or waiver is ineffective for whatever reason, you agree to grant and hereby grant to WCI, Inc. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to make, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us in acquiring, perfecting and maintaining our Intellectual Property Rights in, and other legal protections for, the Feedback.

(c) Trademarks.

The Western Climate Initiative, Inc. and WCI, Inc. names, WCI, Inc. logo and all related names, logos, product and service names, designs and slogans are trademarks and service marks of WCI, Inc. or its affiliates or licensors. You must not use such marks without the prior written permission of WCI, Inc. All other names, logos, product and service names, designs and slogans used on or in the Services are the trademarks and/or service marks of their respective owners.

(d) Prohibited Uses.

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that is unlawful (including, without limitation, any laws regarding the export of data or software to and from the US or other countries), offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or violates any third party’s intellectual property rights or these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate WCI, Inc., a WCI, Inc. employee or agent, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm WCI, Inc., the participating jurisdiction, or other users of the Services or expose them to liability.
- In violation of any state, federal or other jurisdiction’s applicable laws or regulations (including regulations and rules issued by government agencies).
- In any way that unlawfully manipulates (or could unlawfully manipulate) the market for any security.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on or a part of the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

5. COPYRIGHT INFRINGEMENT.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials from the Services by submitting written notification to us at info@wci-inc.org.

6. RELIANCE ON INFORMATION POSTED.

The information presented on or through the Services is, and the Services are, 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 and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services include content and services provided by third parties (such as auction monitoring services, payment processing services, and financial services). Use of any third-party services and consent is subject to the terms of service or terms of use of the third-party provider. All information, statements and/or opinions expressed in these materials or services, and all articles and responses to questions and other content, other than the content provided by WCI, Inc., are solely the opinions and the responsibility of the person or entity providing those materials. Third-party materials do not necessarily reflect the opinion of WCI, Inc. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

As set forth in these Terms of Use, WCI, Inc. reserves the right to alter or change the Services as it deems fit.

7. CHANGES TO THE SERVICES.

We may update the content available through the Services from time to time, but its content is not necessarily complete or up-to-date. From time to time, WCI, Inc. may issue an update to the Services, which may add, modify, and/or remove features; these updates may be pushed out automatically with little or no notice.

8. INFORMATION ABOUT YOU AND YOUR VISITS TO THE SERVICES.

All information we collect through the Services is subject to our *Privacy Policy*. By visiting and using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

9. OTHER TERMS AND CONDITIONS.

All transactions through use of the Services, or other transactions via the Services or as a result of visits made by you to the Website, are subject to all applicable laws. Additional agreements may be entered into between you (or your organization) and WCI, Inc. which terms and conditions may apply to specific portions, services or features of the Services. All such applicable laws and additional WCI, Inc. terms and conditions are hereby incorporated by this reference into these Terms of Use. To the extent any conflict exists between these Terms of Use or any other agreements with WCI, Inc., the following order of precedence shall apply: (1) applicable laws, (2) the other WCI, Inc. terms and conditions expressly entered into between you (or your organization) and WCI, Inc., and (3) these Terms of Use. The Privacy Policy shall control with respect to all matters of privacy and data processing. Users understand and agree that by choosing to participate in an auction, terms and regulations of the particular jurisdiction may be applicable.

10. LINKING TO THE SERVICES AND SOCIAL MEDIA FEATURES.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our 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 without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services 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 with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services, reports, or portions of the Services to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials available through the Services that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

11. LINKS FROM OUR SERVICES

If the Services contain links to other websites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those third-party websites or resources, and accept no responsibility 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 the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

12. GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in the state of California in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States and Canada. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States or Canada, you do so on your own initiative and are responsible for compliance with local laws.

13. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services 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.

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 MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WCI, INC., THE PARTICIPATING JURISDICTIONS, NOR ANY PERSON ASSOCIATED WITH WCI, INC. MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, THE SERVICES, OR THE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WCI, INC. NOR THE PARTICIPATING JURISDICTIONS NOR ANYONE ELSE ASSOCIATED WITH WCI, INC. REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS CAN OR WILL BE CORRECTED, THAT OUR WEBSITE, SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES AND CONTENT OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WCI, INC. HEREBY 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 ANY PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. LIMITATION ON LIABILITY

IN NO EVENT SHALL WCI, INC. OR THE PARTICIPATING JURISDICTIONS BE LIABLE FOR

ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OR ANY OTHER KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) IN ANY WAY RELATED TO THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR KNOWN TO WCI, INC. OR THE PARTICIPATING JURISDICTIONS.

IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF WCI, INC., PARTICIPATING JURISDICTIONS AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100 USD).

THE FOREGOING LIMITATIONS ON LIABILITY DO NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless WCI, Inc., the participating jurisdictions, and their respective affiliates, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and costs) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your user contributions, any use of the Services' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

16. GOVERNING LAW AND JURISDICTION

All matters relating to the Services and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, the Terms of Use or the Services shall be instituted exclusively in the state or federal court presiding over Sacramento County in the State of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. WAIVER AND SEVERABILITY

No waiver by WCI, Inc. of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of WCI, Inc. to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy, and the other documents incorporated by reference, constitute the sole and entire agreement between you and WCI, Inc. with respect to the Website and Services, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and Services.

Your Comments and Concerns

This Website and the Services are operated by WCI, Inc.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@wci-inc.org.