



WEBSITE USER AGREEMENT

This Terms of Use – Website User Agreement (this “**Agreement**”) is a binding contract between you, on behalf of yourself and, if you are accessing the Site in the course and scope of your employment, on behalf of your employer, and **Green Building Initiative, Inc.**, an Oregon public benefit nonprofit corporation (“**GBI**”). This Agreement governs your use of the GBI website (<http://thegbi.org> and <http://greenglobes.com>) (the “**Site**”).

1. Acceptance of Terms.

1.1 Binding Contract. PLEASE READ THIS ENTIRE AGREEMENT. THIS AGREEMENT IS A BINDING CONTRACT BETWEEN YOU, on behalf of yourself and, if you are accessing the Site in the course and scope of your employment, on behalf of your employer, AND GBI CONTAINING IMPORTANT LEGAL RIGHTS AND OBLIGATIONS.

1.2 Use and Assent. Your continued use of the Site indicates your acknowledgement that you have read this Agreement in its entirety and that you assent without limitation or qualification to be bound by and comply with its terms. You agree that all uses of the terms “you” and “your” apply directly to you and, if applicable, your employer, independent of your intent, purpose or status on the Site. If you do not wish to be bound by and comply with the terms of this Agreement, do not use this Site. This Agreement is in addition to the terms and conditions that apply to the specific products and services offered by GBI through the Site.

1.3 Changes to Agreement. GBI reserves the right to make, at its sole discretion, any changes, modifications, additions or deletions to all or portions of this Agreement at any time. GBI recommends that you review this Agreement frequently. If GBI makes a material change to this Agreement, GBI will notify you by standard mail or e-mail, or by clear notice on GBI’s home page. The changes will not be effective as to you until notice has been provided and you have assented to the change through continued use of the Site after the notice. You agree to be bound by all of the terms of this and all future versions of this Agreement; provided, that the notice has been given, and for as long as you use the Site. You agree that your exclusive remedy in the event that GBI makes changes to this Agreement will be to terminate and immediately discontinue your use of the Site and the services and related software products offered through the Site.

2. Description of Services.

2.1 Services. Through the Site, GBI now provides or may in the future provide the use of software as a service for assessments of (a) the design of new buildings, (b) the design of significant renovations to existing buildings, (b) management and operation of buildings, (c) residential homes through the National Home Builders Association or some other entity, (d) management of emergencies, and (e) increasing building intelligence or obtaining building rankings (the “**Service**”). Unless explicitly stated otherwise, any new features that augment or enhance the Site or the Service will be subject to the terms and conditions of this Agreement.

2.2 Responsibility for Access. In order to access the Site and use the Service, you must obtain, at your own expense, access to the Internet, either directly or indirectly through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide, at your own expense, all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

3. Privacy Policy. Your Personal Information, which is defined in the Privacy Policy (https://www.thegbi.org/content/misc/Privacy_Policy.pdf), and which collected by GBI is subject to the terms of the Privacy Policy. By using the Site, You acknowledge that you have read the Privacy Policy and consent to the terms and conditions contained in such policy. For more information, please see the full Privacy Policy (see link above).

4. Children Under 13. GBI does not knowingly collect information from children under the age of 13. If you are under the age of 13, do not use the Site nor provide GBI with any Registration Data.

5. Your Registration Obligations. In order to access the Service, you may be required to (a) register on the Site, or (b) become a member of GBI in accordance with the GBI membership terms and conditions ("Registration"). Your Registration will entitle you to use the Service. In connection with such Registration process, you may be requested to provide: (a) true, accurate, current and complete information about yourself (the "Registration Data"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You may update your Registration Data on the Site or through the contact address set forth in the Privacy Policy. If you provide any Registration Data that is untrue, inaccurate, not current or complete, or GBI has reasonable grounds to suspect that such Registration Data is untrue, inaccurate, not current or complete, GBI has the right, in its sole discretion, to suspend or terminate your use of the Service by blocking your registration account and refusing any and all future use of the Site or the Service (or any portion thereof).

6. Account, Password and Security. If you obtain a Registration, as described above in Section 5, you will choose a password and account username during the Registration process. You are responsible for maintaining the confidentiality of your password and account username and are fully responsible for all activities that occur in association with your password or account username. You agree to (a) immediately notify GBI of any unauthorized use of your password or account username or any other breach of security, and (b) ensure that you exit from your account at the end of each session so as to prevent any unauthorized use of your account by anyone who may use your computer after you. GBI will not be liable for any loss or damage arising from your failure to comply with this Section 6. GBI will act as though any communication it received under your password and account username will have been made by you. GBI reserves the right to remove or rename any account username that contains offensive or potentially offensive **language or meaning**.

7. User Content and Conduct. All information, data, text, designs, descriptions, locations, messages or other materials that you provide at the Site in connection with an assessment via the Service ("User Content"), whether publicly posted or privately transmitted, are your sole responsibility. This means that you, and not GBI, are entirely responsible for all User Content that you provide, upload, post, e-mail or otherwise transmit via the Site. GBI does not control the User Content provided by you and any other users or registered members of the Site and, as such, does not guarantee the accuracy, integrity or quality of such User Content. You understand that by using the Site and the Service, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will GBI be liable in any way for any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed or otherwise transmitted via the Site.

8. Your Use of the Site. You agree to use the Site for lawful purposes only. You may not use, or allow others to use, your password and account username for the Site to either directly or indirectly provide, post, upload, e-mail, promote, facilitate the distribution of, post links to, or otherwise transmit any content (including comments and/or artwork) that:

8.1 You do not have a right to transmit under law;

8.2 Can be construed as defamatory, abusive, bigoted, hateful, threatening, harassing, libelous, slanderous, obscene, pornographic, vulgar, obscene, fraudulent, unlawful, harmful to minors in any way, or encouraging cruelty to animals;

8.3 Includes statements that are intentionally false or misleading, impersonate any person or entity, or misrepresent your affiliation with any person or entity, including the forging of headers or other manipulation of identifiers in order to disguise the origin of any content or allow any other person or entity to use your password and account username on the Site;

8.4 Is spam or that contains links to any commercial or charitable solicitations;

8.5 Contains computer code, files or programs designed to intercept any data or communication, or inhibit, interrupt or destroy the functionality of computer software, hardware or telecommunications equipment;

8.6 Offers to sell or purchase any unregistered securities;

8.7 Violates any applicable local, state, national, international, foreign law or regulation;

8.8 Collects, stores or transmits personal data (i.e., Registration Data) about other users of the Site without their express permission; and

8.9 Attempts to access any other of GBI's systems, programs or data that are not made available for public use.

9. Billing Data. You are responsible for keeping your Registration Data, which may include billing data, with GBI up-to-date and accurate. Furnishing false data on any registration form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

10. Transfer. The resale or transfer of Service and any related products is not permitted, unless specifically permitted and documented in a written agreement. Any attempt to transfer your password and account username or registration or to allow others to use or make use of the Service shall be null and void and is grounds for immediate termination of your registration.

11. Unacceptable Conduct. You agree that GBI may at any time, and at its sole discretion, terminate your registration without prior notice to you if it suspects you have violated any of the above provisions, the copyright of any party, or for other reasons that GBI deems to necessitate such termination. You agree that upon termination, GBI may delete all files and information related to your account and may bar access to your account. Further, you agree that GBI shall not be liable to you or any third party for any termination of your access to the Site or the Service.

12. System and Network Security. In order to protect the security and integrity of the Site or the Service, you may not (and you agree that you will not):

12.1 Circumvention. Attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for you, unauthorized use (or attempted unauthorized use) of any machines or networks, logging into a server or account that you are not expressly authorized to access, falsifying header information or your registration information, monitoring or scanning the networks of others without permission, or probing the security of other networks.

12.2 Interference. Attempt to interfere with service of any other user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

12.3 Use Programs. Use any kind of program, script, or command, or send messages of any kind, designed to interfere with another user's terminal session, via any means, locally or through the Internet.

12.4 Violate Law. Use GBI's network, machines or the Site or the Services in any manner that violate any applicable law, regulation, treaty or tariff.

13. Liability. Any person who violates the above-listed systems or network security provisions may incur criminal or civil liability. GBI will cooperate fully with investigations of violations of systems or network security provisions at other web sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

14. Dealings with Third Parties. Your correspondence or business with, or participation in promotions of, third-party supporters or advertisers found on or through the Site, including payment and delivery of related goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. GBI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such supporters on the Site. GBI does not represent or endorse the accuracy or reliability of any information or content contained on, distributed through, linked to or from, or downloaded or accessed from the Site, nor the quality of any third-parties' products or services. References to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship or recommendation thereof by GBI.

15. Links. The Site may contain links to third-party web sites. These links are provided solely as a convenience to you and not as an endorsement by GBI of the contents on such third-party web sites. GBI has no control of third-party web sites and does not make any representations regarding the content, accuracy or reliability of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk. GBI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party web site or any goods or services available on or through any such web site or resource.

16. Disclaimer of Warranties. GBI MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE OR THE SERVICE. THE USE OF THE SITE OR THE SERVICE IS AT YOUR OWN RISK. THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GBI, TO THE FULL EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES OF ANY KIND,

WHETHER EXPRESS OF IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GBI MAKES NO WARRANTY THAT: (a) THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, (b) THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICE WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR SERVICE WILL MEET YOUR EXPECTATIONS, AND (e) ANY ERRORS IN THE SOFTWARE RELATING TO THE SERVICE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GBI OR THROUGH OR FROM THE SITE OR THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NEITHER THE SITE NOR THE SERVICE PURPORTS TO INSTRUCT USERS ON THE APPROPRIATE DESIGN, STANDARDS, APPLICABLE LAWS, CODES OR REGULATIONS FOR THEIR BUILDING PROJECT(S). NEITHER THE SITE NOR THE SERVICE ESTABLISHES, EXPRESSLY OR IMPLICITLY, THE APPROPRIATE STANDARD OF CARE OF LICENSED DESIGN OR OTHER PROFESSIONALS NOR THE APPROPRIATE DUTIES AND RESPONSIBILITIES OF DESIGN, CONSTRUCTION, OR OPERATIONS PERSONNEL. GBI DOES NOT GUARANTEE OR WARRANT THE ACTUAL PERFORMANCE OF ANY BUILDING PROJECT AS A RESULT OF (1) THE USE OF THE SITE OR THE SERVICE, OR (2) A PARTICULAR LEVEL OF ASSESSMENT OBTAINED THROUGH THE USE OF THIS SITE OR THE SERVICE, WHETHER THROUGH SELF-ASSESSMENT OR THROUGH THE USE OF A THIRD-PARTY ASSESSOR. THE SITE AND THE SERVICE HAVE BEEN DEVELOPED AND STRUCTURED TO PROVIDE A GENERAL ASSESSMENT TOOL FOR VARIOUS ATTRIBUTES OF BUILDING PROJECTS, AS OUTLINED IN THE SITE AND THE SERVICE. NEITHER THE SITE NOR THE SERVICE IS A DESIGN TOOL OR A QUALITY OR PERFORMANCE ASSURANCE SYSTEM. BUILDING PROJECT SYSTEMS, TECHNOLOGY, CONSTRUCTION PROCESSES, DESIGN METHODOLOGIES AND BEST PRACTICES ARE CONSTANTLY EVOLVING AND NO BUILDING PERFORMANCE ASSESSMENT SYSTEM OR TOOL, INCLUDING THIS SITE AND THE SERVICE, CAN ACCOUNT FOR THESE CHANGES OR THE SITE-SPECIFIC VARIANCES AND LIMITATIONS ASSOCIATED WITH INDIVIDUAL BUILDING PROJECTS. THE USE OF THIS SITE OR THE SERVICE DOES NOT SERVE AS A SUBSTITUTE FOR THE WORK AND ADVICE OF KNOWLEDGEABLE, LICENSED DESIGN AND OTHER PROFESSIONALS SKILLED CONSTRUCTION PERSONNEL AND BUILDING OPERATORS, AND DEDICATED BUILDING PROJECT OWNERS GBI MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE OR THE SERVICE. GBI, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OF IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL GBI BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL OR OTHER INTANGIBLE LOSS, BUILDING INEFFICIENCIES, SUBSTANDARD BUILDING PERFORMANCE, OR LOSS OF DAMAGE TO ANY SOFTWARE OR HARDWARE, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, EVEN IF GBI OR GBI'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, MISUSE, INABILITY TO USE OR RELIANCE ON THE SITE OF THE DESTINATIONS REACHABLE THROUGH OR BECAUSE OF THE SITE OR SERVICE OR THE INFORMATION, MATERIALS, CONTENT OR PRODUCTS CONTAINED IN, ACCESSED THROUGH, OR AVAILABLE ON THE SITE OR THE SERVICE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GBI WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF THE SITE OR THE SERVICE EXCEED THE COMPENSATION, IF ANY, YOU PAID GBI FOR ACCESS TO THE SITE OR THE SERVICE OR ANY PORTION THEREOF.

IMPORTANT NOTE: SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR HOW LONG THEY LAST, OR THE EXCLUSIONS OR LIMITATIONS OF INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

18. Force Majeure. Without limiting any of the foregoing, under no circumstances shall GBI be liable for any delay or failure in performance which is directly or indirectly caused by or arises from forces beyond its reasonable control, including but not limited to, acts of God or nature (such as fires, floods, earthquakes or storms), accidents, war, explosions, riots, civil disturbances, labor shortages, labor strikes, labor disturbances, non-performance of third parties, governmental action, governmental interference, embargoes, orders of foreign or domestic courts or tribunals, Internet failures, power failures, computer equipment failures, telecommunications equipment failures or unsatisfactory performance by heating, ventilation or air conditioning systems.

19. **Indemnity.** By using the Site or the Service, you agree to indemnify GBI and its parents, subsidiaries, affiliates, directors, officers, consultants, agents, and employees and hold them harmless from any and all claims and expenses, including attorneys' fees arising from your use of the Site or the Service or from your breach of this Agreement.

20. Intellectual Property.

20.1 **Trademarks.** GREEN GLOBES™, GREEN GLOBES and logo™, GREEN BUILDING INITIATIVE®, GREEN BUILDING INITIATIVE and logo®, and the names and content of GBI's products and services referenced in this Site are either trademarks or registered trademarks of GBI and may not be copied, imitated or used, in whole or part, without the prior written permission of GBI. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of GBI and may not be copied, imitated, or used, in whole or in part, without the prior written permission of GBI. All other trademarks, registered trademarks, product names of GBI and other company names or logos mentioned on the Site or Service are the property of their respective owners.

20.2 **Copyright and Content.** By accepting this Agreement, you agree that all Company Content (defined below) is the sole property of GBI who shall retain all right, title and interest in and to the Company Content, which may not be reproduced without prior written consent of GBI. The Site and the Company Content are protected by U.S. and international copyright law and conventions. GBI reserves all rights not expressly granted to you by this Agreement. All Company Content on the Site is the sole and exclusive property of GBI or its licensors. You agree that you will preserve and honor any copyright or other notices included in any Company Content that you may download from or through this Site. Under no circumstances are you allowed to copy (other than temporary copies that may appear in or be created by your browser and one copy you may make for your personal use), distribute, publish, perform, display, transmit, modify, create derivative works of, sell, license or transfer in any way, exploit for any commercial purposes any of the Company Content by any means now known or later developed or incorporate or display such in any form, medium or technology by any means now known or later developed.

20.3 **Rights of Others.** GBI respects the intellectual property rights of others, and GBI asks you and all other users of the Site to do the same. If you believe the Site contains any work that infringes on the copyright of another, please provide GBI with a notice containing the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number and e-mail address; (e) 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 (f) a statement made 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 behalf.

20.4 **Copyright Agent.** GBI's agent for copyright notices regarding the Site and the Service is listed below:

info@thegbi.org

Green Building Initiative
7805 SW 40th Ave #80010
Portland, Oregon 97219
Subject line: Copyright notice

20.5 **Company Content.** For purposes of this Agreement, "Company Content" means any and all data, information, compilations, text, forms, articles, messages, chat, code, files, software, programs, digital downloads, photographs, pictures, graphics, images, logos, videos, music, sounds, audio clips, material, content, products, services, functionality, and any other materials be they digital, analog, and any other material, be it tangible or intangible, or services found in or through any Internet resource, and all proprietary information on the Site that belongs to GBI or its licensors.

21. General.

21.1 **Severability.** If any provision in this Agreement or the documents it incorporates by reference is invalid or unenforceable under applicable law, it will be enforced to the furthest extent possible and the remaining provisions will continue in full force and effect.

21.2 **Survival.** All provisions of this Agreement which impose obligations continuing in their nature shall survive the termination or expiration of this Agreement, including but not limited to, provisions for indemnity and limits on liability.

21.3 Assignment. At GBI's sole discretion this Agreement and all documents that it incorporates may be assigned to a third party in the event of a merger or acquisition. Subject to the Privacy Policy, you agree that all information provided by you to GBI, including Registration Data or Personal Information (as defined in the Privacy Policy), may be transferred to GBI's successor or assign.

21.4 Governing Law. This Agreement, your rights and obligations and all actions contemplated by this Agreement will be governed by the laws of the United States of America and the State of Oregon (without regard to its conflict of law provisions), as if the Agreement were a contract wholly entered into and wholly performed in Multnomah County, Oregon, independent of your actual state or country of residence. Any dispute, controversy or claim arising out of or relating to this Agreement whether at law or in equity will be resolved exclusively in the federal or state courts located in Portland, Multnomah County, Oregon and you hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of such courts.

21.5 Waiver. The failure of GBI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. For any waiver to be effective between you and GBI, it must be in writing and signed by the parties.

21.6 Time Limitation on Actions. You agree that any claim or cause of action arising out of or related to use of the Site or the Service must be filed within one year after such claim or cause of action arose or be forever barred.

21.7 Violations. If you violate this Agreement your access to the Site and the Service may be terminated without any refund, if applicable, at GBI's sole and absolute discretion. Any payments from you will become immediately due.

Please report any violations of this Agreement to info@thegbi.org.