

Terms of Use

Effective Date: September 18, 2023

This Terms of Use Agreement (the “Terms” or “Agreement”) is made by and between you (“you”, “your”, or “user”), on one hand, and U.S. Green Building Council, Inc. (“USGBC”), Green Business Certification Inc. (“GBCI”), and each of USGBC’s and GBCI’s subsidiaries (collectively, “we”, “us”, or “our”), on the other hand, as the operators of www.usgbc.org, www.gbci.org, leedonline.com, arcskoru.com, true.gbci.org, peeronline.gbci.org, sitesonline.usgbc.org, cityclimateplanner.org, greenhomeguide.com, accounts-tools.usgbc.org/login, api.usgbc.org, login.usgbc.org, and accounts.usgbc.org, including the mobile versions and any related mobile applications and any services, content, and links available through the foregoing (collectively, the “Sites”), and any additional sites we have now or in the future. If you are accessing the Sites on behalf of an organization, you represent and warrant that you are authorized to enter into this Agreement on behalf of that organization. You acknowledge and agree that USGBC, GBCI, and each of their respective subsidiaries are each separate legal entities and that you are entering into this Agreement with each such entity.

This Agreement incorporates by reference our [Privacy Policy](#), our [Cookies Statement](#), with respect to user accounts (“Accounts”) and the user platforms accessible via your Account (“User Platforms”), our [End User License Agreement](#) (“EULA”), and any other terms and conditions we post directly on other areas of the Sites or User Platforms, each as amended from time to time. Please read the Privacy Policy, Cookies Statement, EULA, and this Agreement carefully.

BY ACCESSING OR OTHERWISE USING THE SITES OR USER PLATFORMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITES OR USER PLATFORMS.

You must be over 16 to access and use our Sites and User Platforms. If you are over 16, you agree to take full and active responsibility to prevent the use of our Sites and User Platforms by any children under 16 you may be responsible for. If you are under 16, you may not access or use our Sites or User Platforms without your parent's or legal guardian's supervision.

We may update or change the Terms from time to time, at our sole discretion, with or without notice to you. We may also update, modify or replace the Sites or User Platforms, and we reserve the right to discontinue offering access to the Sites or User Platforms. Your continued use of any part of the Sites or User Platforms constitutes acceptance of such change. Although we may endeavor to notify you when major changes are made to the Terms, you should periodically review the most up-to-date version prior to using the Sites or User Platforms. If you do not agree to any modifications of these Terms, you must not continue to use the Sites or User Platforms.

1. License Use and Restrictions.

a. License to Sites. Subject to the terms and conditions of this Agreement, we hereby grant to you the non-transferable, non-sublicensable, nonexclusive, royalty-free, limited license to access and use the Sites, without any right to re-license, sublicense, distribute, assign or transfer such rights.

In exchange, you agree that you will not, and will not facilitate, authorize, or permit any other party to:

- i. attempt to gain unauthorized access to the Sites, the server(s) on which the Sites are stored or any server, computer or database connected to the Sites;
- ii. copy or duplicate, in whole or in substantial part, the Sites, including by web scraping, text or data mining, or use of any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology;
- iii. distribute, transmit, publish, transfer, sell or exploit in any way the Sites, in whole or in part, or cause others to do so;
- iv. reverse engineer, decompile or modify the Sites, in whole or in part;
- v. use the Sites or any information contained therein or results derived therefrom to develop any products or services that could be competitive with the Sites or any other products or services provided by us;
- vi. alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing on the Sites;
- vii. use the Sites in any way that could interfere with, disrupt or negatively affect the Sites or their servers or networks;
- viii. upload viruses or other malicious code or otherwise compromise the security of the Sites;
- ix. attack the Sites via a denial-of-service attack or a distributed denial-of-service attack;
- x. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Sites;
- xi. probe, scan or test the vulnerability of our Sites or any system or network;
- xii. create or use a false identity on the Sites or User Platforms, share your account information, or allow any person to use your Account to access the User Platforms; or
- xiii. encourage, promote, or engage in any activity that violates this Agreement or any applicable law.

We may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Sites.

b. License to User Platforms. In addition to these Terms, your right to use the User Platforms is governed by the [EULA](#).

c. Termination. You agree that we may terminate or suspend any licenses granted to you by us relating to the Sites and/or User Platforms at any time and for any reason by providing written notice to you or your organization. Upon such termination or suspension

for any reason, you agree to immediately stop using the Sites and/or User Platforms, as applicable.

2. Proprietary Rights. All information, data, graphics, photographs, format, design and other content on the Sites or in the User Platforms (collectively, “Content”) and the operation and interface of the Sites and User Platforms are protected by copyright law and other intellectual property laws, and are owned by or licensed to us or our affiliates with permission of the owner. Unless you are the Content owner, you may not copy, modify, duplicate, create derivative works from, republish, display, transmit, or distribute the Content in any way without our prior written consent. USGBC, GBCI, LEED, ARC, SITES, TRUE, PARKSMART, PEER, IREE, EDGE, WELL, and the corresponding logos and related membership, program and/or certification marks are examples of intellectual property owned and/or licensed by USGBC and GBCI, respectively (the “Trademarks”). You may not use the Trademarks without our prior written consent or as permitted hereunder. Additionally, unless permitted hereunder, you may not use the Trademarks (i) in connection with any product or service that does not belong to us or has not been certified by us, (ii) in any manner that is likely to cause confusion about whether we are the source, sponsor, certifier, or endorser of a product, service, or activity, or (iii) in any manner that may damage our reputation. Any breach of this Agreement shall immediately terminate the license and rights granted by us hereunder and may subject you to civil and/or criminal prosecution.

We hereby grant you permission to use, reproduce, and/or display all or any portion of any LEED® Rating Systems appearing on www.usgbc.org/leed in the form of a limited, nonexclusive, fully-revocable license, so long as you attribute the permission of and authorship and copyright to the U.S. Green Building Council, Inc. in any such use, reproduction, and/or display. To the extent that there are any questions concerning this limited license, or if greater use of any LEED® Rating System is sought, please contact legal@usgbc.org.

3. User Content. “User Content” refers to any photographs, comments, or other content that users of the Sites and/or User Platforms, including you, may upload or share to the Site and/or User Platforms, as well as the content of any social media posts generated by you, in which you tag us, and your comments and images posted by you to our social media pages. You represent and warrant that you will not to post, publish, submit, or otherwise transmit any User Content that (i) infringes, misappropriates, or violates a third party’s intellectual property rights, rights of publicity or privacy, or other rights; (ii) is knowingly false, fraudulent, misleading, or deceptive; (iii) is defamatory, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person’s privacy, or otherwise violative of any law; or (iv) promotes illegal or harmful activities or substances. To the extent permissible by law, we will not be responsible or liable to any third party for the User Content or accuracy of any User Content posted by you or any other user of the Sites and/or User Platforms. You understand that you are responsible for all User Content, including its legality, reliability, accuracy, completeness, confidentiality, and appropriateness. We have the right to remove any User Content for any reason in our sole discretion and to suspend your Account for suspected or actual violation of this Section, which may be determined in our sole discretion. By making any User Content available to or through our Site and/or User Platforms, or by tagging us in any social media posts, you hereby grant us a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, distribute, and

otherwise exercise your copyrights to your User Content in connection with operating and providing products and services to you and/or other users of our Sites and/or User Platforms, and also in connection with advertising of our products and services.

4. Transmission of Information. Because we do not control the security of the Internet or other networks you use to access the Sites or User Platforms or communicate with us, we cannot be, and are not, responsible for the security of information that you choose to communicate with us while it is being transmitted. In addition, we are not responsible for any data lost during transmission.

5. Fees. Any fees posted on the Sites are accurate only as of the date posted and are subject to change. For up-to-date fee information, please contact info@usgbc.org.

6. **DISCLAIMER OF WARRANTIES. THE SITES AND USER PLATFORMS ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. WE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

FOR PURPOSES OF CLARIFICATION, BUT NOT LIMITATION, OF THE FOREGOING: NEITHER WE NOR ANY OF OUR EMPLOYEES OR AGENTS WARRANT THAT USE OF THE SITES OR USER PLATFORMS WILL BE UNINTERRUPTED, ERROR-FREE, OR NONINFRINGING; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE OFFERED THROUGH THE SITES OR USER PLATFORMS; (II) THAT THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN WILL MEET YOUR EXPECTATIONS; OR (III) THAT ANY FILES AVAILABLE FOR DOWNLOADING OR SHARING FROM THE SITES OR USER PLATFORMS, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

7. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES OR AGENTS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITES OR USER PLATFORMS, USER CONTENT, OR OTHERWISE IN CONNECTION WITH THE SITES OR USER PLATFORMS. WE SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RESULTING FROM YOUR USE OF THE SITES OR USER PLATFORMS OR USER CONTENT. FOR PURPOSES OF CLARIFICATION, AND NOT LIMITATION, OF THE FOREGOING, WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS), REGARDLESS OF THE NATURE OF SUCH DAMAGES

AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY LOST DATA, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY CONTENT OR USER COMMUNICATION. WE ARE NOT RESPONSIBLE FOR OR LIABLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY NETWORK, COMPUTER ONLINE SYSTEM, SERVER OR PROVIDER, COMPUTER EQUIPMENT, MOBILE DEVICE, SOFTWARE, OR FAILURE OF EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO ANY COMPUTER OR MOBILE DEVICE ARISING OUT OF OR RELATED TO USE OF THE SITES, THE USER PLATFORMS, OR USER CONTENT.

If applicable law in your jurisdiction limits or prohibits application of some or all of the above limitations on liability, those provisions should be interpreted to limit our liability to the fullest extent permitted by applicable law.

8. One-Year Limit. You agree that, regardless of any contrary statute or law, any claim or cause of action arising out of or related to use of the Sites or User Platforms or these Terms, or alleged to arise out of or to be related to use of the Sites or User Platforms or these Terms, must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

9. Indemnification. You agree to indemnify, hold harmless, and defend (only if requested) us and our directors, officers, employees, agents, representatives and affiliates against all liabilities, losses, damages, and costs (including reasonable attorneys' fees) that the indemnified parties may incur based on claims arising out of your use of the Sites or User Platforms, your User Content, or your violation of these Terms. We reserve the right to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with cooperation we may reasonably request.

10. Communications With You. By creating or logging into an Account or otherwise taking advantage of the services we offer through the Sites, you consent to the collection, use, and sharing of your information as set forth in our [Privacy Policy](#). Any information provided by you is subject to our [Privacy Policy](#). Please also note that we may communicate with you regarding your use of the Sites or User Platforms or if you contact us. You agree to receive e-mail communications that are necessary for the normal functioning of the Sites or User Platforms or for operation of services or provision of information that you have requested, and to promptly comply with any and all such e-mail communications. Further, the Sites may provide opportunities to e-mail various individuals at USGBC, GBCI, and/or their respective subsidiaries. This functionality is for business purposes only; do not disclose any personal information about yourself. Do not use the e-mail service to reveal information about your financial circumstances, including without limitation assets, liabilities, or debts.

11. Your Comments and Feedback. With respect to any comments, suggestions, ideas for improvement, or other feedback you provide to us relating to the Sites or User Platforms (collectively, “Feedback”), you hereby grant to us a non-exclusive, perpetual, royalty-free, freely transferable, nonrevocable license to use, practice, exploit, modify, and sublicense such Feedback for any purpose whatsoever, commercial or otherwise, throughout the world. Any such Feedback is considered to be, and will be treated as, non-confidential, unless we expressly state otherwise.

12. Your Representations and Warranties. You represent and warrant that (i) you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country; (ii) you are not listed on any United States government list of prohibited or restricted parties; (iii) you are of sufficient legal age in your jurisdiction to enter this Agreement; (iv) your access and use of the Sites or User Platforms does not violate any agreement between you and any third party; and (v) your access and use of the Sites or User Platforms, including your User Content, do not violate any applicable local, state, national or international law, rule, or regulation in your jurisdiction, including, without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

13. Creating an Account. In order to access certain features of the Site, you may have to create an Account. You must safeguard your password and supervise the use of your Account. You agree (i) to provide accurate and up-to-date information in connection with your Account; (ii) that you are responsible for your own use of your Account and any use of your Account by anyone you allow to access it; and (iii) you will notify us immediately of any unauthorized use of your Account. Please note that we may also allow authorized persons within your organization to access certain details related to or contained in your Account.

Your Account is non-transferable and may not be sold or assigned. If you violate any of these limitations or the terms of the EULA, we may terminate any or all of your Accounts. If you commit fraud or falsify information in connection with your use of the Sites or User Platforms, your Accounts may be terminated immediately and we reserve the right to pursue any and all legal action that we, in our sole discretion, deem necessary or appropriate.

14. Third-Party Websites & Materials. The Sites may contain links to third party websites or information, products or services provided by third parties (collectively, “Third-Party Material”). We are not responsible for Third-Party Material, or the content, accuracy or opinions expressed on Third-Party Material, and Third-Party Material may not be investigated, monitored or checked for accuracy or completeness by us. Inclusion of any Third-Party Material on the Sites does not imply approval or endorsement by us. When you access, use, or rely on any Third Party Material, you do so at your own risk and become subject to any terms of use and/or privacy policies of the third-party owners of those Third Party Materials.

15. Dispute Resolution. This Agreement is governed by the laws of the District of Columbia without regard to its conflict of laws principles. Before seeking legal recourse for any harm you believe you have suffered from your access to or use of the Sites or User Platforms, you will give us written notice specifying the harm and thirty (30) days to cure the harm after providing such notice before initiating any action. You hereby irrevocably submit to the jurisdiction of, and

waive any objection to venue in, the courts in the District of Columbia with respect to any dispute, disagreement or cause of action arising out of or related to the Sites or the User Platforms. YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16. Location. The Sites and User Platforms originate from the District of Columbia in the United States. Therefore, we make no representations that the information the Sites or in the User Platforms is appropriate or available for use in any location other than the District of Columbia, including any location outside of the United States. Access to the Sites or User Platforms from other territories is strictly prohibited if such access is illegal in such jurisdiction. You agree that your decision to access the Sites or User Platforms is done solely on your own initiative, and that you are solely responsible for complying with any applicable laws regarding such access.

17. International Users. We make no representation that the Sites or User Platforms are appropriate or available for use in any jurisdictions or countries other than the United States. You may not use the Sites or User Platforms or export Content in violation of U.S. export laws and regulations. Given the global nature of the Internet, you agree to comply with all local rules (from where you physically reside) regarding Internet conduct and content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you physically reside.

18. Export Control Laws. The export and re-export of our products are controlled by the United States Export Administration Regulations and such products may not be exported or re-exported to any country to which the United States embargoes goods. In addition, our products may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By ordering our product, you are certifying that you are not a national of any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

19. Employment Information. All employment-related information on the Sites is subject to modification or elimination at our sole discretion. Nothing on the Sites creates an express or implied contract of employment.

20. No Advice. We do not practice law or accounting or give legal, accounting, tax, or financial advice.

21. Miscellaneous. Our failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it or any other provision at a later time. The termination of these Terms for any reason will not terminate the obligations or liabilities of the parties under these Terms regarding warranties, liabilities, proprietary rights and all others that by their sense and context are intended to survive the execution, delivery, performance, termination and expiration of the Agreement. We may, at any time, in our sole discretion and without notice to you, assign some or all of our rights and obligations under this Agreement. You may not assign your rights or delegate your rights or duties under this Agreement without our prior written consent. If any provision of this Agreement is held invalid, illegal or

unenforceable for any reason, such invalid, illegal or unenforceable provision shall be modified, if possible, to lawfully effect the intent of the parties and shall not affect the existence or enforceability of any other provision of this Agreement.

Please direct any questions or comments concerning these Terms to legal@usgbc.org.