

TERMS AND CONDITIONS

Thanks for visiting. These Terms and Conditions (“Terms”), set forth the terms and conditions for your use of any website owned and operated by C40 Cities Climate Leadership Group, Inc. (“C40”) (the “Website”).

Please read these Terms carefully. By using the Website, you agree to be bound by and comply with the Terms, which may be updated from time to time without notice to you. If you do not consent to these Terms, please do not use the Website.

Privacy

These Terms incorporate by reference C40’s [Privacy Policy](#).

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Trademarks

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Services; Registered Users

The Website may make available certain services (“Services”) and if so, may allow you to set up an account or become a registered user to access the Services. In such cases, if you are over 18 years old, you may register to become a registered user through the Website (“Registered User”). You are responsible for all activity under your Registered User account. You agree to provide accurate, current and complete information at all times, and to update it in a timely manner. You must keep the Registered User username and password confidential, and you may not transfer or otherwise do anything to give

another person access to your Registered User account. You must notify us immediately at privacy@c40.org if you become aware that anyone has gained unauthorized access to your Registered User account. You represent and warrant that all information you provide as a Registered User is accurate and complete.

We reserve the right, in our sole discretion, to suspend or terminate any Registered User at any time if we suspect that you have not complied with these Terms or for other reasons that we determine in good faith are necessary or appropriate, including if we suspect you are using or attempting to use the Website in any way that violates these Terms or any applicable laws or regulations.

User Content

The Website may offer Services or features that allow you to submit grant applications and share personal and professional information, comments, questions, answers, information, works of authorship, and other materials (collectively, "User Content").

If you submit User Content to the Website, you grant C40 an irrevocable, non-exclusive, worldwide, royalty-free, unrestricted license (with the right to sublicense the rights) to reproduce, distribute, create derivative works of, and publicly display and perform User Content in whole or in part in any media now known or later developed.

When you submit any User Content, you represent and warrant that (A) you have the right and authority to submit it (for instance, on behalf of a city or organization you represent); (B) you have obtained all rights and consents necessary to grant this license, including to any third-party material included in User Content; (C) User Content does not and will not violate any third party's copyright, trademark, patent, trade secret, right to privacy or publicity, or any other proprietary, personal, or other right of any kind; (D) you are under no obligation that would in any way interfere with the disclosure or use of User Content; and (E) no User Content contains any material or information considered confidential or provided with the understanding that it would not be disclosed or published.

You irrevocably release (on behalf of yourself and your successors, assigns, heirs, family members, and executors and/or any city or organization you represent with respect to User Content) C40 (and its respective directors, officers, employees, representatives, agents, affiliates and partners) from any claim of any nature that you have or may ever have (based on any cause of action, including rights of publicity or privacy, trademark or service mark, copyright, "moral rights," false light, libel, defamation, false advertising, or intentional or negligent infliction of emotional distress) arising out of your use of the Website or our use of any User Content or your name, likeness, or other identifiable traits in connection with User Content. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If you reside in any other jurisdiction that places similar

restrictions on a general release, you waive such restrictions to the maximum extent permissible under the applicable law.

You and/or any city or organization you represent, are solely responsible for any User Content you submit to the Website. We do not endorse or adopt any User Content. We have no obligation to pre-screen, monitor, edit, supplement, or delete User Content, but we reserve the right to do so at any time without notice to anyone. We have no obligation to display or otherwise use any User Content in any way. We may restrict you from submitting new User Content or from otherwise participating in Website's interactive features for any reason at any time. We are not responsible for any failure or delay in removing User Content that does not comply with these Terms.

User Conduct

If the functionality is available on the Website, some User Content to the Website may be in the form of messages, comments, questions or answers related to Content on the Website's discussion forums or in direct messages to other Registered Users. We value a diversity of viewpoints and expect Registered Users of the Website to exhibit the same respect and civility for others and to practice discretion on the Website.

Accordingly, you may not submit User Content to the Website (or use the Services in a manner) (A) that is unlawful, tortious, defamatory, vulgar, explicitly sexual, obscene or libelous, or that is threatening, intimidating, hostile, harassing, abusive on the basis of personal beliefs or any other characteristics, or otherwise objectionable or inappropriate; (B) that you do not have the right to submit or that violates another party's right or any law or regulation; (C) send any unauthorized, unsolicited, junk, spam, or bulk email, or any advertising or other form of communication that violates these Terms or any law or regulation; or (D) submit or otherwise make available on the Website any User Content or other material that contains any computer code, file, or program designed to interrupt, corrupt, destroy, or otherwise interfere with or limit the functionality of any software, hardware, or equipment, make any unauthorized transmission, or cause any other effect that might reasonably be considered undesirable.

Careers

We may post available employment opportunities on the Website. If we do, we reserve the right to correct, change, or withdraw a posted job description at any time even if you have already taken action based upon the posting. In addition, not all available employment opportunities may be posted on the Website. C40 makes absolutely no guarantees or representations regarding any posted employment opportunity.

Notice and Procedure for Making Claims of Copyright Infringement

We respect the copyright and other proprietary rights of third parties. However, in cases where the Website accepts User Content, we cannot monitor all User Content submitted to the Website. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet

infringes their rights under U.S. copyright law. If you believe in good faith that any material posted on the Website infringes your copyright, then you may request the removal of those materials from the Website in accordance with the Copyright Act, 17 U.S.C. § 512(c)(3), and the procedures described below.

A notice of infringing material that complies with the Copyright Act, 17 U.S.C. § 512(c)(3) (“Notice”) must be sent to the agent we have designated with the Copyright Office:

Matt Jones
C40 Cities Climate Leadership Group, Inc.
120 Park Avenue
Floor 23
New York, NY 10017
Phone: 646-494-2012
Email: legal@c40.org

Your Notice must be in writing and include the following:

- (1) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (4) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- (5) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate and made under penalty of perjury, and that you are the owner, or authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

If you believe, in good faith, that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send C40 a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details.

Links to Third-Party Websites

The Website may contain links to websites controlled by third parties (“Third-Party Websites”). We are not responsible for Third-Party Websites or their content, activities or privacy practices. Any information you share or actions you take on Third-Party Websites are governed by those websites’ terms of use and privacy statements, which you should review carefully to learn about their practices. The inclusion of links on our Website does not imply our endorsement of Third-Party Websites, their content, or any associated organization or activity. We make no representation or warranty whatsoever about the nature of Third-Party Websites and if you decide to access any other websites linked to or from the Website, you do so entirely at your own risk.

Frames; Metatags; Links to the Website

Unless you obtain our prior written consent in each case, you may not: (A) frame any Content on any other website; or (B) use metatags or any other “hidden text” that incorporates Our Trademarks, marks confusingly similar to Our Trademarks, or our name. We do, however, encourage you to link to the Website and its Content.

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UNDER NO CIRCUMSTANCES WILL C40 OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR WEBSITE OR SERVICES AVAILABLE THROUGH OUR WEBSITE OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. OUR AGGREGATE LIABILITY TO YOU FOR ANY USE OF, OR INABILITY TO USE, THE WEBSITE, SERVICES, OR CONTENT IS LIMITED TO \$25. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, hold harmless, and defend (only if requested) C40 and its directors, officers, employees, agents, partners 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 Website or 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.

Changes to the Terms

We may change these Terms from time to time by posting an updated version on this web page, or, if we determine that it is appropriate, we may provide other notice to you. We recommend checking back on this web page regularly if you use the Website.

Termination

We reserve the right to terminate the Website, these Terms, and any services offered through the Website at any time without notice, for any reason. The “User Content” “Disclaimers,” “Limitation of Liability,” “Indemnification,” and “General” sections of these Terms (along with any other provision that by its terms contemplates survival) survive any termination of these Terms.

General

These Terms (which includes the Privacy Policy) are the complete agreement between you and C40 regarding your use of the Website and is governed by applicable federal laws and the laws of the State of New York applicable to agreements made and completely performed there. You irrevocably agree to bring any claim or dispute relating to your use of the Website and these Terms exclusively in the state and federal courts located in New York, to submit to the exclusive jurisdiction of those courts, and to waive any jurisdictional, venue, inconvenient forum, or other objections to those courts. Section titles and headings are for convenience only and have no legal or contractual effect. The failure of C40 to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If a court of competent jurisdiction determines that any provision of these Terms is unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law.

Questions

Please email legal@c40.org with any questions you may have about these Terms.

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