TERMS OF USE
Use of the website accessible at www.climable.org (this “Site”) is governed by these terms and conditions (the “Terms of Use”). By accessing or using this Site, you as the user (“you” or “your”) agree to be bound and abide by these Terms of Use. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

CONTACT INFORMATION
If you have questions or concerns regarding these Terms of Use, please contact Climable Inc. (“Climable”, “our”, “us” or “we”) by phone at (617) 549-7708 or by emailing us at info@climable.org.

GENERAL
You may not use this Site for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Climable or others. Without limiting the foregoing, you may not interfere with the proper working of this Site or attempt to gain unauthorized access to any portion of this Site or any other systems or networks connected to this Site by hacking or any other illegitimate means.

Additional terms and conditions may apply to specific portions of this Site, and such terms and conditions are made a part of these Terms of Use by reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of this Site, the latter terms shall control with respect to your use of that portion of this Site.

TERMS MAY CHANGE
Climable reserves the right to change these Terms of Use for this Site at any time. If Climable decides to change the Terms of Use for this Site, Climable will post the revised Terms of Use here. Please check this Site periodically to keep informed of any changes. Climable will post the date of the latest update at the bottom of the Terms of Use. All such changes to these Terms of Use are effective immediately when they are posted to this Site.

ELIGIBILITY
Climable does not knowingly collect or solicit personal information about children under the age of 13 without prior parental consent. Children under the age of 13 may not use this site for anything other than for browsing.

THIRD-PARTY SITES
References made on this Site to any names, trademarks, products, or services of third parties or third-party information—or hypertext links to such third-party content—are provided solely as a convenience to you. The inclusion of such references and links does not imply endorsement, sponsorship, or recommendation of the third party, its information, products, or services by Climable or any association with its operators.

These references and links to third parties are not under the control of Climable, and you acknowledge that Climable is not responsible for the accuracy, copyright compliance, legality,
decency, or any other aspect of the content of such sites. We accept no responsibility for their content or for any loss or damage that may arise from your use of such websites. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

PROPRIETARY RIGHTS
Climable is the owner of all intellectual property rights, including, without limitation, all copyrights and trademarks, associated with this Site, with all rights reserved, exclusive of content submitted, transmitted, posted, or otherwise provided by third parties, which is owned by the licensors of such content. You acknowledge and agree that the content and materials available on this Site, including without limitation all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, taglines, video media, artwork, design, structure, selection, coordination, expression, “look and feel” and the arrangement thereof, are protected by copyrights, trademarks, service marks or other proprietary rights and laws.

Climable grants you a limited, non-exclusive license to download, print and make a reasonable number of copies of the content and materials available on this Site solely for your personal, non-commercial use or for educational purposes, provided you keep intact all copyright and other proprietary notices and do not copy or post the content and materials on any network computer or publicly display or distribute the content and materials in any media. Except as set forth in the preceding sentence or as separately authorized in writing by Climable, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such content or materials in any manner. Any use of the content or materials available on this Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. You acknowledge and agree that such unauthorized use may cause irreparable harm to Climable or its licensors. In the event of such unauthorized use, Climable or its licensors shall be entitled to injunctive relief in addition to any other remedies available at law or in equity.

Climable cautions you that some documents, photos, and other content may have been published on this Site with the permission of the relevant copyright owners (who are not controlled by Climable). All rights in such documents, photos, and other content are reserved to their owners, and permission to copy or otherwise exploit them must be requested and obtained directly from the copyright owners.

If you have any questions about the limited, non-exclusive license granted herein or if you would like to request additional rights, please contact us using the information provided in the Contact Information section of these Terms of Use.

LINKING TO THIS SITE
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. You may not frame this Site or incorporate pieces of it into a different website or product. Further, you may not link to this Site if you create or post any illegal, obscene or offensive content.
SITE SECURITY
You are prohibited from violating or attempting to violate the security of this Site. This includes, without limitation, (a) accessing data not intended for such user or logging onto a server or an account to which the user has not been provided authorized access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to this Site, overloading, “flooding,” “mail bombing,” or “crashing;” (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. Climable will investigate occurrences that may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

In using this Site, you agree not to use any device, software, logic, or routine to interfere with-or attempt to interfere with-the proper working of this Site or any activity being conducted in relation to this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation to browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Site in ways other than those search engine and search agents made available by Climable on this Site or via other generally available third-party Web browsers (e.g., Chrome, Safari, Edge, etc.).

USER CONTRIBUTIONS
This Site may contain interactive features ("Interactive Services") that allow users to post, submit, publish, display, or transmit to Climable or to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through this Site. You represent and warrant that (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns, if applicable; and (ii) you understand and acknowledge that you are responsible for your User Contributions, and you, not Climable, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any User Contributions you submit. You are and will remain solely responsible for the content of any User Contributions you make, and you agree to indemnify Climable and its affiliates for all claims resulting from any User Contributions you submit. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of this Site. You further agree that no User Contributions submitted by you to this Site will be or contain libelous or otherwise unlawful, threatening, abusive, or obscene material, nor will such content contain software viruses or other malware, political campaign messages, commercial solicitations, chain letters, mass mailings or any form of “spam.”

Except as otherwise stated in these Terms of Use, any User Contributions you post to this Site will be considered non-confidential and non-proprietary, and, by providing any such User Contributions on this Site, you authorize Climable to use, reproduce, disclose, modify, adapt,
create derivative works from, publish, display, and distribute your User Contributions for any purpose whatsoever, without restriction and without compensating you in any way. Climable is and will be under no obligation to (1) maintain any User Contributions in confidence; (2) pay users any compensation for any of their User Contributions; or (3) respond to any User Contributions.

USER NAMES AND PASSWORDS
If you have a user name and password in connection with your use of this Site, it is your responsibility to maintain the confidentiality of such user name and password. You are fully responsible for all activities that occur under your user name, and Climable does not assume any liability or responsibility for such use.

RELIANCE ON INFORMATION POSTED
The information presented on or through this Site is 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 this Site, or by anyone who may be informed of any of its contents.

This Site includes content provided by third parties, which may include materials provided by other users and third-party licensors. All statements and/or opinions expressed in these materials other than the content provided by Climable, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Climable. 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.

DISCLAIMER OF WARRANTIES
Climable does not offer you any warranty or guarantee related to this Site or the information available on this Site. ALL MATERIALS, INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CLIMABLE DOES NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY
UNDER NO CIRCUMSTANCES SHALL CLIMABLE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE OR THE CONTENT
AVAILABLE ON THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF CLIMABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN KINDS OF DAMAGES, CLIMABLE’S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INDEMNIFICATION
You agree to defend, indemnify, and hold harmless Climable, and its employees, contractors, officers and directors from all liabilities, claims and expenses, including attorney's fees, that arise from your use or misuse of this Site. Climable reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Climable in asserting any available defenses.

INTERNATIONAL USE
Climable makes no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing them is prohibited in territories where viewing or downloading their content is in violation of local law. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws.

PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
Climable will promptly process and investigate notices of alleged copyright infringement concerning content available on this Site and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the “DMCA”), where applicable. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide the following information to Climable:

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 claimed to have been infringed;

3. A description of where the material that is claimed to be infringing is located on this Site;

4. Information reasonably sufficient to permit Climable to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that the disputed use 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 under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
Please send such notice to Climable using the information provided in the Contact Information section of these Terms of Use.

Upon receipt of a valid notification of alleged copyright infringement by a third party, Climable will remove or disable access to the infringing content, subject to the procedures outlined in the DMCA, including the procedures for counter-notices.

**CHOICE OF LAW AND FORUM**
These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this Site will be the state or federal courts located in the Commonwealth of Massachusetts, USA, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

**SEVERABILITY AND INTEGRATION**
Unless otherwise specified herein, these Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and Climable with respect to this Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Climable with respect to this Site. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

**TERMINATION**
Climable reserves the right, in its sole discretion at any time, to terminate your access to all or part of this Site and/or to remove any content and materials from this Site, with or without notice. You agree that Climable will not be liable to you or any third party for any termination of your access to this Site or for removal of information from this Site.

*Last Updated and Effective: March 29, 2022*