### SUSTAINABLE LAW GROUP LLP

### WEBSITE TERMS OF USE

1. BINDING EFFECT. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "Terms of Use"), are a binding agreement between you ("User" or "You") and Sustainable Law Group LLP, a California limited liability partnership ("Company"). By using the Internet site located at http://www.slg.law (the "Site"), or any services provided in connection with the Site (the "Service"), you agree to abide by these Terms of Use, as they may be amended by Company from time to time in its sole discretion, with or without any notice.

It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site.

YOU AGREE THAT BY USING THE SITE, YOU ARE AT LEAST 18 YEARS OLD AND/OR THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

- **2. RELATIONSHIP BETWEEN YOU AND COMPANY.** Your use of the Site does not create an attorney-client or other fiduciary relationship between You and Company. Company provides access to Visitors to its Site and Service as described below:
  - a. <u>Visitors</u> are people that want to explore the Site and Service. No login is required for visitors. Visitors can: (i) view and access all publicly available features and functionality on the Site and Service; (ii) subscribe to the Company's communications, alerts and other notifications; and (iii) e-mail us.

Company is under no obligation to accept any individual as a Visitor and may accept or reject any use of its Site or Service in its sole discretion. In addition, Company may deactivate its site at any time, including, but not limited to, if it determines that a Visitor has violated these Terms of Use.

Company reserves the right at any time to charge fees for access to portions of the Site or the Service as a whole. Thus, if at any time Company requires a fee for portions of the Service that are now free, Company will give you advance notice of such fees. All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Service.

The Site and Service may contain links to third-party websites or resources (collectively, "Linked Content"). Company does not control, endorse, sponsor, recommend or otherwise accept responsibility for any of this Linked Content. If You use the Site or Service for any purpose, you understand and agree that COMPANY DOES NOT CONTROL AND IS NOT A PARTY TO ANY AGREEMENT BETWEEN YOU

# AND ANY THIRD PARTIES OR ANY OTHER USER(S) OF THE SITE OR SERVICE.

You understand and agree that no special relationship exists between You and Company that would create a duty for Company to control or protect You or any other user of the Site or Service. You understand that You are solely responsible for Your interactions with other users of the Site or Service, or any third party that You identify through the Site or Service. Company makes no representations or warranties as to the conduct of users.

These Terms of Use do not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between You and Company. Further, Company is not an agent or representative of You or of any user of the Site or Service.

**3. PRIVACY AND USER ACCOUNTS.** Company respects your privacy and permits You to control the treatment of your personal information. A complete statement of Company's current privacy policy can be found by clicking the link entitled "Privacy Policy" at the bottom of the Company's website. Company's privacy policy is expressly incorporated into this Agreement by this reference.

You may be required to open an account to use or access the Site or Service ("Account"). You covenant, represent and warrant that:

- a. All required Account registration information and other Subscriber Content You submit is truthful and accurate; and
- b. You will maintain the accuracy of such information.

When You are required to open an account to use or access the Site or Service, You must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, user name, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

Information on your Account will include information and content You provide and/or upload as well as information Company collects from your account with social networking sites (each an "SNS"). Company reserves the right in its sole discretion to

remove such information at any time for any reason. You agree that Company will not be liable to You or to any third party for such removal.

The Site and Services may allow You and other users to connect with various SNSs. By connecting your SNS account, You represent that you are entitled to grant Company access to your SNS account without breach by You of any SNS terms and conditions and without obligating Company to pay any fees or making Company subject to any usage limitations. By granting Company access to your SNS account, You understand that Company may access, make available, and store any information, content, or other materials that You have provided to or stored in your SNS account ("SNS Content") accessible through the Site and Services so that it is available on your Account. Unless otherwise specified in these Terms of Use, all SNS Content will be deemed part of your User Content, as defined below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SNS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS, AND COMPANY DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO COMPANY BY AN SNS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN THE SNS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Company is not responsible for any SNS Content.

4. USE OF SOFTWARE. Company may make certain software available to you through the Site owned by Company or Company's licensors. In connection with your use of the Site and Services, Company provides to You a non-exclusive license to use—for your personal, noncommercial home use only—Company's software, all files and images contained in or generated by the software, and accompanying data (collectively, "Software") in connection with your use of the Site and Services. Company does not transfer either the title or the intellectual property rights to the Software, and Company retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form.

"SUSTAINABLE LAW GROUP" and all other service marks, trademarks and logos are owned by Company or its licensors. You may not copy or use them in any manner. Any use of such marks without the express written permission of Company is strictly prohibited. Company solely provides to You a non-exclusive, nontransferable limited license to display the Company's trademark and logo solely for the purpose of advertising your use of the Site and Service and/or to display a hypertext link to the home page of Company (http://www.slg.law, or as such URL may be modified from time to time) on a website and/or SNS owned or operated by You. You may not modify, edit, or alter the Company trademark or logo in any manner. Company reserves the right to terminate this license and/or disable Linked Content on the Site at any time in its sole discretion.

- **5. USER CONTENT.** You grant Company a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Content") to the Site or Service, you:
  - a. Grant Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the business of Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content;
  - b. Grant Company the right to use Your name, image, likeness, and voice in still photos, slides, video, voice recorded productions, radio coverage, television coverage and/or any other media, now and in the future, for the purpose of promoting, advertising, and marketing Company and its services, if any such information is included in User Content. You waive all claims against Company for such use.
  - c. Agree that Company may publish or otherwise disclose Your name and location in connection with your User Content; and
  - d. Warrant and represent that You own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

You will not be compensated for any User Content.

6. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing the Site or using the Service, You agree to comply with the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and You shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with You.

- **7. INAPPROPRIATE CONTENT.** In connection with your use of the Site and Services, You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that:
  - a. Is libelous, defamatory, obscene, pornographic, abusive, or threatening;
  - b. Creates a false identity for the purpose of misleading others;
  - c. Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation;
  - d. Contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or
  - e. Uses any part of the Site for surveys, contests, pyramid schemes, chain letters, junk mail, spam, or unsolicited messages;

Company reserves the right to terminate your use of the Site and Services, and your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

**8.** ALLEGED COPYRIGHT INFRINGEMENT. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service User who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention.

If You have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and You want Company to delete, edit, or disable the material in question, You must provide Company with all of the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- b. 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;
- c. Identification of the material that is claimed to be infringed 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 Company to locate the material;

- d. Information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- e. 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
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to Company's designated agent either by email or first-class mail at:

Copyright Agent Sustainable Law Group LLP 111 W Topa Topa St Ojai, CA 93023 admin@sustainable-lawyer.com

**9. TERMINATION.** Company reserves the right to terminate your use of the Service and/or the Site in its sole discretion. To ensure that Company provides a high quality experience for You and for other Users of the Site and the Service, You agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company reserves the right not to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to You, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

## 10. NO WARRANTIES.

## COMPANY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

COMPANY IS MAKING THE SITE AND SERVICE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY PRODUCT OR SERVICE YOU MAY ACCESS AS A RESULT OF YOUR USE OF THE SITE OR SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR

IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

IF YOU CHOOSE TO USE THE SITE OR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USERS OF THE SITE OR SERVICES OR ON ANY OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICE.

COMPANY DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED IN ANY CONTENT AVAILABLE ON THE SITE.

### 11. LIMITED LIABILITY.

## COMPANY'S LIABILITY TO YOU IS LIMITED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH:

- A) YOUR USE OF THE SITE, SERVICE, OR ANY OTHER MATERIALS, INFORMATION, OR SERVICES PROVIDED TO YOU BY COMPANY,
- B) YOUR INTERACTION WITH ANY OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICE.

THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

FURTHER, YOU RELEASE COMPANY FROM ALL LIABILITY TO YOU AND YOUR PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO YOUR USE OF THE SITE OR SERVCE. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE

CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY OR ANY OF COMPANY'S PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR INDEPENDENT CONTRACTORS. YOU BEAR SOLE RESPONSIBILITY FOR ANY LOSS.

IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE OF THAT PARTY, OR THAT PARTY'S VIOLATION OF A STATUTE.

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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

- **12. PROHIBITED USES.** Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from using the Site or Service for any illegal, unlawful or unauthorized purposes. You are also prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation:
  - a. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
  - b. Attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
  - c. Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
  - d. Using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;

- e. Forging any TCP/IP packet header or any part of the header information in any email or in any posting using the Site or Service; or
- f. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service.

Any violation of system or network security may subject you to civil and/or criminal liability.

- 13. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) directly or indirectly arising from your access to or use of the Site or Service, including your negligent use of the Site or Service; your violation of these Terms of Use; your violation of the representations, warranties, or covenants set forth in these Terms of Use (including but not limited to those related to compliance with health and safety regulations); any misrepresentations, defective products, or breach of any warranties or agreements made by You in connection with your use of the Site or Service; or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify You promptly of any such claim, loss, liability, or demand, and will provide You with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.
- **14. COPYRIGHT.** All contents of Site or Service are: Copyright © 2019 Sustainable Law Group LLP. All rights reserved.
- **15. GOVERNING LAW.** These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law.
- 16. BINDING ARBITRATION. IF A DISPUTE ARISES FROM OR RELATES TO THESE TERMS OF USE OR THE BREACH THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, AND IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THEN THE REMAINING DISPUTE SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY AN ARBITRATOR THROUGH A REPUTABLE ARBITRATION ASSOCIATION SUCH AS THE AMERICAN ARBITRATION ASSOCIATION. ALL DISPUTES SHALL BE MEDIATED AND

ARBITRATED IN SAN LUIS OBISPO COUNTY, CALIFORNIA, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES MAY NOT ENGAGE IN CLASS OR REPRESENTATIVE ARBITRATION.

- 17. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- **18. NO LICENSE.** Except as provided in the "USE OF SOFTWARE" section, above, nothing contained on the Site should be understood as granting You a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.
- 19. UNITED STATES USE ONLY. The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the materials or the services to which You have been given access are available or appropriate for use in locations outside of the United States. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.
- **20. MODIFICATIONS.** Company may, in its sole discretion and without prior notice:
  - a. Revise these Terms of Use;
  - b. Modify the Site and/or the Service; and
  - c. Discontinue the Site and/or Service at any time.

Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, You shall abide by any such revision.

**21. ENTIRE AGREEMENT.** These Terms of Use, and all agreements incorporated by reference, constitute the final, complete, and exclusive statement of the terms of the agreement between You and the Company pertaining to the subject matter of these Terms

of Use, and supersedes all other prior or contemporaneous oral or written understandings and agreements between You and the Company.

- **22. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the heirs, legal representatives, successors, and permitted assigns of the parties.
- **23. ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.