

Terms and Conditions

Last Updated

22 January, 2022

These Terms contain a mandatory, binding arbitration clause and a waiver of class-action remedies in Section 16. You may opt out of arbitration by following the steps in Section 16.2. By downloading, installing or using the Software, or otherwise signaling your acceptance of these Terms, you:

- (A) Acknowledge that you have read and understand these Terms;
- (B) Represent that you are 18 years of age or older (and, if you are an employee or contractor of an entity, that you have the authority to accept these Terms on behalf of such entity); and
- (C) Accept these terms and agree that you are legally bound by its terms, including the mandatory, binding arbitration clause and class action waiver in Section 16.

These Terms and Conditions (“**Terms**”) are an agreement by and between each user of the Website (“**you**”) both as an individual, and if applicable, as the entity you represent, and CREO Syndicate, a 501(c)(3) public charity (“**CREO**,” “**we**,” “**our**” or “**us**”).

By accessing and using the website, www.CREOsyndicate.org, including the CREO Member Portal (as defined below) and any mobile applications offered by us (collectively, the “**Website**”) or any Content (as defined below), you accept and agree to be bound and abide by these Terms and our Privacy Policy, and incorporated herein by reference, without any modification, limitation or qualification. Please read these Terms very carefully. If you do not agree to these Terms, you must not access or use the Website.

1. About the Website

- 1.1. The Website is intended to provide educational resources about pressing global environmental challenges to catalyze innovative solutions.
- 1.2. The Website must not be considered to provide any recommendation for the purchase or sale of any financial instrument or to be any form of investment advice. In using the Website you agree that you are responsible for your own investment research and decisions, that you will **not** rely on the Website as the primary basis for your investment decisions and that CREO shall **not** be liable for any actions you take based on information you receive via the Website.
- 1.3. CREO may, from time to time and without prior notice, add, delete or change the features or functionality of the Website.

2. Approval; CREO Accounts

- 2.1. CREO will provide certain individuals who have been pre-approved by CREO in its sole and absolute discretion (each, a “**Member**”) the opportunity to provide registration information (e.g., name, valid email address) and create unique login credentials (“**CREO Account**”) to access to a private portal established to provide Members access to information and learning opportunities and to facilitate discussion amongst its Members (the “**CREO**

Member Portal) or other features of the Website.

- 2.2. You agree that in registering your CREO Account, the information you provide about yourself is and will be maintained and updated to be true, accurate, current and complete, and you further agree to maintain and update such information so that it continues to be true, accurate, current and complete.
- 2.3. You also acknowledge that the CREO Account is personal to yourself and agree not to provide any other person with access to the CREO Member Portal using your unique login credentials and that you are fully responsible for all uses of your unique login credentials and/or the CREO Account, whether by you or others (with or without your knowledge). You shall notify us immediately of any unauthorized or suspected unauthorized access to or use of your unique login credentials or any other breach or suspected breach of your CREO Account security and cooperate fully with us to remedy such breach.
- 2.4. CREO has the right to disable any CREO Account or other user name, password, or other identifier, whether chosen by you or provided by CREO at any time in CREO's sole discretion including if, in CREO's opinion, you have violated any provision of these Terms.

3. **License to Use the Website**

- 3.1. Subject to your compliance with these Terms, CREO grants you a limited, non-exclusive, non-transferable license to access and view the portions of the Website that are publicly available and other portions of the Website to the extent you are permitted to do so under your CREO Account for the sole purpose of sharing and exchanging ideas and accessing resources for learning purposes and knowledge building. Members may also be permitted to download reports and CREO research through the CREO Member Portal. For clarity, you have no right to sublicense the license rights granted in this Section 3 and you may not distribute any User Content or Content to third parties. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the User Content or Content, except as follows:
 - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - You may print or download one copy of a reasonable number of pages of the Website or reports for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
 - If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide social media features with certain content, you may take such actions as are enabled by such features.

3.2. You must not:

- Modify copies of any User Content or Content from the Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of User Content or Content from the Website.
- access or use for any commercial purposes any part of the Website or any services or User Content or Content available through the Website.
- If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at CREO's option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any User Content or Content on the Website is transferred to you, and all rights not expressly granted are reserved by CREO. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

4. **Prohibited Uses**

In connection with your use of the Website, you will not and will not assist or enable others to: (i) breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or these Terms; (ii) use the Website for any unlawful, invasive, infringing, abusive, tortious, defamatory, libelous or fraudulent purpose; (iii) provide any information that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose; (iv) copy, store or otherwise access or use any information, including personally identifiable information, about any other user, contained on the Website in any way that is inconsistent with CREO's Privacy Policy or these Terms or that otherwise violates the privacy rights of others; (v) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes; (vi) use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Website for any purpose other than as expressly permitted under these Terms; (vii) distribute viruses or any other technologies that may harm the Website, CREO's or the interests or property of users; (viii) infringe the copyright, trademark, patent, publicity, moral, database and/or other intellectual property rights that belong to or are licensed to CREO's or any other third parties; (ix) circumvent any technical measures used to provide the Website; (x) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website; (xi) take any action that damages or adversely affects, or could damage or adversely affect the performance and proper functioning of the Website; and/or (xii) engage in any other action that, in CREO's judgment, exposes CREO's or any third party to potential liability or detriment of any type.

5. **Additional Terms that Apply to You**

5.1. You agree to comply with any guidelines and rules of engagement that are made available

on the Website or otherwise provided to you. You also agree that any and all interactions, communications, User Content and Content or parts thereof, are subject to the ChathamHouse Rule, meaning that “participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.” You may not share or distribute any User Content or Content with third parties who are not a Members.

- 5.2. You are solely responsible for making all arrangements necessary for you to have access to the Website. CREO makes no representation that the Website is appropriate or available for use in locations outside of the United States. If you access the Website outside of the United States, you do so at your own risk. Whether inside or outside the United States, you are solely responsible for ensuring your own compliance with the laws of your specific jurisdiction(s).
- 5.3. Certain areas of the Website (e.g., the CREO Member Portal) may permit you to create, upload, post, send, receive, store or otherwise making available any content, such as text, photos, audio, video or other materials and information on or through the Website (“**User Content**”), you grant to CREO a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast and otherwise exploit in any manner such User Content to provide and/or promote the Website, in any media or platform. Unless you provide specific consent, CREO does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have.
- 5.4. You acknowledge that CREO has no obligation to monitor the access to or use of the Website or to review, disable access to or edit any User Content, but has the right to do so to (i) operate, secure and improve the Website (including without limitation for fraud prevention, risk assessment, investigation and support purposes); (ii) ensure compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. You agree to cooperate with and assist CREO in good faith, and to provide CREO with such information and take such actions as may be reasonably requested by CREO with respect to any investigation undertaken by CREO or a representative of CREO regarding the use or abuse of the Website.
- 5.5. You understand and acknowledge that you are responsible for any User Content that you submit or contribute, and you, not CREO, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

6. **Content**

We may provide certain content through the Website, some of which is only available to Members, including, images, data, audio, text, white papers, research primers, investment opportunity maps, newsletters and other information and materials, some of which may be authored, created or produced by parties unaffiliated with CREO (“**Content**”). CREO makes no

representations concerning any Content contained on or accessed through the Website and CREO will not be responsible or liable for the reliability, timeliness, quality, suitability, availability, accuracy, completeness, or legality of any Content and the consequences of any action that you or any other person takes or fails to take based on any Content. You should independently verify all Content accessed through the Website.

7. **Access Interruptions**

You understand that CREO cannot guarantee that access to the Website will be available at all times (including regularly scheduled times). CREO reserves the right to suspend access to the Website, or a portion thereof, without prior notice for scheduled or unscheduled system repairs, maintenance, or upgrades. Further, access to the Website may be limited or unavailable due to, among other things, hardware or software malfunction or failure; internet service failure or unavailability.

8. **Links to Third-Party Websites**

The Website may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy policies. CREO is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by CREO’s of such Third-Party Services.

9. **Term**

9.1. The Terms for the Website will be effective upon the date you accept them and shall continue until terminated by either you or CREO as set forth herein.

9.2. Your paid member access, if any, to the CREO Member Portal via your CREO Account is effective for one year from the date on which CREO received your annual membership fee in the amount specified to by CREO (“**Membership Fee**”). Your CREO Account will remain active for each subsequent year that CREO elects, in its sole discretion to maintain your status as a Member, and your Membership Fee is paid to CREO. Membership Fees are non-refundable.

10. **Termination**

10.1. CREO may, in its sole and absolute discretion and without limiting other remedies available to CREO, modify, suspend, terminate or discontinue your CREO Account and/or access to all or part of the Website for any reason or no reason at all. You agree that CREO shall have no liability to you for any such modification, suspension, termination or discontinuation.

10.2. CREO may terminate your CREO Account if you do not remit a Membership Fee to CREO.

10.3. You may terminate your CREO Account at any time by sending an email to toprivacy@creosyndicate.org with the subject line “Account Cancellation.”

11. **Intellectual Property Rights**

The Website is owned exclusively by CREO, its licensors or other providers of such material, including Content, and are protected by U.S. and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The term "CREO" and the CREO logo, and all other related or derivative names, logos, product and service names, designs and slogans are trademarks of CREO and/or its affiliates or licensors. You shall not use any of the foregoing without the prior written permission of CREO.

12. **Notice and Procedures for Making Claims of Copyright or Intellectual Property Infringement**

CREO, in its sole discretion, may disable and/or terminate use by users who infringe, misappropriate or violate the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have otherwise been violated, please provide to CREO's designated copyright agent written notice. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Website (providing URL(s) in the body of an e-mail is the best way to help us locate content quickly); (iv) your name, address, telephone number and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property right owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property right owner's behalf.

CREO's designated agent to receive DMCA Notices and information regarding other intellectual property right infringements is:

CREO Copyright Agent
Attention: Matt Finelli
CREO Syndicate
156 5th Avenue
Suite 804
New York, NY 10010
privacy@creosyndicate.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

13. **Certain Investigations**

We have the right to cooperate fully with any law enforcement authorities, tax authorities or other government and fraud prevention agencies to which we have a legal obligation or the orders of any court, arbitral tribunal or regulatory agency requesting or directing us to disclose the identity or other information of anyone accessing or using the Website. YOU WAIVE AND HOLD

HARMLESS CREO AND ITS AFFILIATES FROM ANY CLAIMS ARISING OUT OF OR RELATING TO ANY ACTION TAKEN BY CREO OR ITS AFFILIATES DURING, OR AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY OF CREO OR ITS AFFILIATES, LAW ENFORCEMENT AUTHORITIES, TAX AUTHORITIES OR OTHER GOVERNMENT AND FRAUD PREVENTION AGENCIES TO WHICH CREO HAS A LEGAL OBLIGATION AND/OR THE ORDERS OF ANY COURT, ARBITRAL TRIBUNAL OR REGULATORY AGENCY.

14. **Disclaimer of Warranties; Limitation of CREO's Liability**

The Website is provided on an "as is" and "as available" basis and without warranty of any kind, express or implied, including, but not limited to, ANY implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed by CREO to the extent permitted by applicable law. CREO makes no representation or warranty that:

(i) the Website will be secure or available for use at any particular time or location; (ii) your use of the Website will be timely, uninterrupted, error-free or operate SUCCESSFULLY in combination with any other hardware, software, system or data; (iii) any defects or technical errors on the Website will be IDENTIFIED AND, EVEN IF IDENTIFIED, corrected; or (iv) any Content made available on the Website for access or download will be free of viruses, malware or other harmful components or destructive code. Your use of the Website is solely at your own risk and may be subject to limitations, delays and other problems INCIDENTAL TO, OR inherent in, the use of the internet and electronic communications. CREO is not responsible for any delays, delivery failures or other damages resulting from ANY such problems.

To the fullest extent permitted by applicable law, CREO, its affiliates and their respective directors, officers, employees, members, shareholders and agents (each, an "CREO Party") shall not be liable to you or any third party for any expenses, losses, damages (including, without limitation, lost profits, INVESTMENT losses and similar damages), taxes, liabilities, demands, charges and/or claims of any kind or nature whatsoever (including, without limitation, any legal expenses and costs and expenses relating to investigating or defending any demands, charges or claims) (collectively, "Losses") incurred by you arising out of, relating to or incurred as a result of your use of or inability to use: (i) the Website, (ii) any Content (including, without limitation, Third-Party Materials) and/or (iii) any linked third-party WEBSITE (including, without limitation, any products or services offered thereby or advertised thereon). This limitation shall apply regardless of whether the Losses are foreseeable, AS WELL AS whether any CREO Party has been advised of the possibility of Losses. CREO's liability to you shall not exceed US\$100.00 under any circumstances.

15. **Indemnification**

15.1. You shall indemnify and hold harmless the CREO Parties from and against any Losses arising out of, relating to or incurred as a result of: (i) your violation of these Terms and/or our Privacy Policy; (ii) your access to, inability to access and/or use or misuse of the Website or any portion thereof; and/or (iii) infringement by you, or any third party accessing your CREO Account, of any intellectual property or other right of any person or entity.

15.2. We reserve the exclusive right to defend and control (including to settle or agree to such other terms as we may determine) any such indemnification matters, and you agree fully

to cooperate with us in any such defense, settlement and/or agreement. A CREO Party will, upon request and to the extent legally permissible, be advanced amounts in connection with his, her or its indemnification entitlement; *provided, however*, that if it is later determined that such CREO Party was not entitled to indemnification, then such CREO Party will promptly reimburse you (without interest) for all indemnification amounts advanced by you.

- 15.3. To give effect to the indemnities herein, you hereby waive any statute or doctrine in the state in which you are a resident providing that a general release does not extend to claims that 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.

16. **Governing Law; Binding Arbitration; Class Action Waiver**

- 16.1. Please read this Section carefully. It affects your legal rights. It provides for resolution of disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms and shall apply to all disputes whether arising before, during or after the termination of these Terms.

- 16.2. **Contact Information.** CREO may contact or notify you for the purposes described in these Terms through the Website or using any contact information you have supplied in connection with the Website. If you have a complaint or concern regarding these Terms or the Website, or for more information, please contact CREO at privacy@creosyndicate.org or by mail at the following address:

ATTN: Privacy
CREO Syndicate
156 5th Avenue
Suite 804
New York, NY 10010

- 16.3. **Opting Out of Mandatory Arbitration.** You have a right to opt out of the agreement to arbitrate in Sections 16.3 through 16.4, by unambiguously notifying CREO in writing at the address above, Attn: Chief Digital Officer — CREO Arbitration Opt-Out no later than 60 days of the date you first accepted these Terms that you opt out of mandatory arbitration under these Terms. Unless you validly opt out as provided in this Section 14, the arbitration requirements in Sections 16.3 through 16.4, will remain effective, even if these Terms are terminated.

- 16.4. **Notice of Claim.** For all disputes arising out of or relating in any way to the Website or these Terms (including any dispute about arbitrability itself), you must first send a written description of your claim to CREO to allow CREO an opportunity to resolve the dispute. You and CREO each agree to negotiate your claim in good faith. If the parties cannot resolve the dispute within 60 days of written notice of a claim, then either party may request arbitration.

- 16.5. **Arbitration Procedures.** The individual arbitration of any dispute or claim arising out of or relating in any way to the Website shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”), including the AAA’s Consumer Arbitration Rules (as applicable), as modified by these Terms. For clarity, disputes concerning the interpretation or enforceability of this arbitration agreement shall also be subject to arbitration under this Section. The AAA Consumer Arbitration Rules and information about arbitration and fees are available online at www.adr.org. You agree that these Terms evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law and not governed by state law. Any arbitration shall take place in New York, New York. The individual arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim and must follow and enforce these Terms as a court would. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- 16.6. **Costs.** Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. Each party will equally share all filing, administration and arbitrator fees.
- 16.7. **Class Action Waiver for Arbitration.** You agree that any proceeding in arbitration will be conducted only on an individual basis and not in a class, consolidated or representative action.
- 16.8. **Governing Law.** By using the Website, you agree that the statutes and laws of the United States and the State of New York, without regard to conflicts of laws principles, will apply to all matters relating to use of the Website. If the arbitration agreement in Sections 16.3 through 16.4, does not apply to a given dispute or claim, you agree that any litigation of that dispute or claim shall be subject to the exclusive jurisdiction of the state or federal courts in New York County, New York, United States. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to these Terms.
- 16.9. **Class Action Waiver and Jury Waiver in Litigation.** You agree that, if you have validly opted out of arbitration pursuant to Section 16.2, or if the arbitration agreement contained in Sections 16.3 through 16.4, is found to be unenforceable, any claim or proceeding to be pursued in court will be conducted only on an individual basis and not in a class, consolidated or representative action. You further agree that if a claim or proceeding proceeds in court rather than through arbitration, you and CREO each waive the right to a jury trial.
- 16.10. **Time Limit for Filing Claims.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to any use of the Website or any activity related to these Terms must be filed within one year after such claim or cause of action arose or be forever barred.

17. **General.**

- 17.1. **Access.** You are solely responsible for making all arrangements necessary for you to have access to the Website. We make no representation that the Website is appropriate or available for use in locations outside of United States. If you access the Website outside of the United States, you do so at your own risk. Whether inside or outside the United States, you are solely responsible for ensuring your own compliance with the laws of your specific jurisdiction(s).
- 17.2. **Severability.** If any provision of these Terms, or the application of any provision to any person or circumstance, shall be held to be inconsistent with any present or future law, ruling, rule or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter hereof, such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule or regulation, and the remainder of these Terms, or the application of such provision to persons or circumstances other than those as to which it has been held inconsistent, shall not be affected thereby.
- 17.3. **Waiver.** No waiver by CREO of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such or any other term or condition hereof, including with respect to yourself or to others. No failure of or delay by CREO to assert any right, power or remedy under these Terms or otherwise available at law or in equity (whether or not repeated or in the specific instance) shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by CREO preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.
- 17.4. **Assignment.** We may assign our rights under these Terms in whole or in part without your consent. You may not assign any of your rights or delegate any of your obligations under these Terms (whether by operation of law or otherwise) without our prior written consent and any prohibited assignment or delegation shall be null and void.
- 17.5. **Changes and Modifications to These Terms.** We may revise and update these Terms from time to time in our sole discretion and without notice to you. Any revisions and/or updates to these Terms shall be effective immediately when posted to the Website. Your continued use of the Website following the posting of any revisions to these Terms shall constitute your acceptance of and consent to be bound by such revisions. You are responsible for regularly reviewing these Terms. You can determine when these Terms were last revised by referring to the "IN EFFECT" legend set forth above.
- 17.6. **Force Majeure.** If either party is unable to perform any of its obligations under these Terms because of severe weather, natural disasters, acts of God, pandemics, quarantines, orders or actions of or by a government entity or body, wars, riots, civil disorders, rebellions or revolutions, failure of telecommunications carriers, or other events beyond Helena's reasonable control, then Helena is relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events.
- 17.7. **Survival.** Sections 11 (Intellectual Property), 14 (Disclaimer of Warranties; Limitation of Liability), 15 (Indemnification), 16 (Arbitration), and 17 (General) survive any termination

of these Terms.

- 17.8. **Interpretation.** The section headings in these Terms are for convenience and reference only and have no legal or contractual effect. No presumption is to operate in either party's favor as a result of who drafted these Terms. For purposes of these Terms, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation," and the word "or" is not exclusive.

18. **Contacting CREO**

- 18.1. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to privacy@creosyndicate.org.