

# Terms of Service

Effective Date: February 1, 2024

Private Equity Stakeholder Project, Americans for Financial Reform Education Fund, and Global Energy Monitor (collectively, “Private Equity Climate Risks”, “we,” “our” or “us”) provide the <https://peclimaterisks.org/> website (the “Website”) that link to these Terms of Service (the “Terms”). We refer to our Website as the “Services.” These Terms apply to use of the Services by visitors to the Website, as well as users with free accounts through the Services. We refer to these users collectively in this document as “you,” “your,” or “users.”

These Terms create a legal agreement directly between you and Private Equity Climate Risks and explain the rules governing use of the Services. By accessing or using the Services, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms and our [Privacy Policy](#). If you access or use the Services on behalf of an entity, you represent and warrant that you have authority to bind such entity to these Terms. If you do not agree to these Terms, please do not access or use the Services.

We may, from time to time, modify these Terms. Please check this page periodically for updates. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. The updated Terms will take effect upon their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you. Your continued use of the Services after any such update constitutes your acceptance of such changes.

## 1. ELIGIBILITY

To use the Services you must be, and represent and warrant that you are, at least 18 years of age or the age of majority in your jurisdiction of residence, or that if you are above 13 years of age and below 18 years of age, that you have obtained parental consent to use the Services. If Private Equity Climate Risks has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

## 2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. To access the Services, you may be required to register for an account by creating a username and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your username and password. We may assume that any communications we receive under your account have been made by you.

2.2 You agree that your account is personal to you, and that you will not allow access to the Services by any other individual without our express, written permission.

2.3 Unauthorized Account Use. You are responsible for notifying us at [admin@pestakeholder.org](mailto:admin@pestakeholder.org) if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Private Equity Climate Risks will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use.

### **3. OUR PROPRIETARY RIGHTS**

The Services are owned and operated by Private Equity Climate Risks and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Private Equity Climate Risks and its partners, as well as other sources, and are protected by applicable copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You agree to notify us promptly upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Services shall, as between you and Private Equity Climate Risks, at all times be and remain the sole and exclusive property of Private Equity Climate Risks. Any unauthorized use of any material contained on or through the Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

### **4. USER CONTENT AND FEEDBACK**

4.1 User Content. You maintain sole responsibility for any Content that you submit, display, post, or otherwise make available through the Services ("User Content"), including any necessary third-party rights in the User Content. When you submit User Content, you grant us a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, cache, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, communicate to the public, disassemble, and publish such User Content, in whole or in part, in any format or medium now known or hereafter devised, without compensation to you, for any purpose including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof), provided such use is permitted by these Terms and our [Privacy Policy](#).

We may, in our sole discretion, pre-screen User Content before its appearance on the Services, or reject, move, edit, or remove any User Content that is submitted to the Services for any reason whatsoever, including without limitation, User Content that violates these Terms.

4.2 Feedback. We will not consider any unsolicited submission of ideas and ask that you refrain from sending them to us. If, however, you choose to still submit your ideas in any form, whether in User Content or otherwise (“Feedback”), the following terms will apply:

(a) Feedback shall be our sole and exclusive property, with no compensation to you. You hereby irrevocably assign to us and agree to irrevocably assign to us all right, title, and interest in and to all Feedback, including any intellectual property rights therein.

(b) Private Equity Climate Risks shall have no obligation of any kind with respect to Feedback and shall be free, without any compensation or credit to you of any kind, to reproduce, use, disclose, and distribute Feedback, including any ideas, concepts, know-how or techniques contained therein, on an unrestricted basis for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services incorporating the Feedback.

## **5. LICENSE AND ACCEPTABLE USE**

5.1 Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Services only for your own internal use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services, including the Private Equity Climate Risks Privacy Policy and these Terms. You agree to abide by any posted or notified limitations on the amount of data that can be downloaded by you through your use of the Services. Private Equity Climate Risks may revoke this license at any time, in its sole discretion.

5.2 Acceptable Use. All Users must comply with the following rules regarding acceptable use of the Services. Disruption of the Service. You may not:

- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. by using “bots,” scraping, or other automated processing activities that send requests to our servers at a rate that either imposes burdens on our systems or circumvents any technological blockers to such activities that we have put in place);
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Services.

Misuse of the Services. You may not utilize the Services to carry out, promote or support:

- any unlawful or fraudulent activities;
- the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;
- the publishing or posting of other people's private or personal information without their express authorization and permission;
- the sending of unsolicited communications, promotions advertisements, or spam;
- the publishing of or linking to malicious content intended to damage or disrupt another user's browser or computer; or
- the promotion or advertisement of products or services other than your own without appropriate authorization.

You may not post any User Content on the Services that:

- violates any applicable law, any third party's intellectual property rights, or anyone's right of privacy or publicity;
- is deceptive, fraudulent, illegal, obscene, pornographic, defamatory, libelous or threatening, constitutes hate speech, harassment, or stalking;
- contains viruses, bots, worms, or similar harmful materials; or
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

5.3 Violations of this Section 5. In addition to any other remedies that may be available to us, Private Equity Climate Risks reserves the right to take any remedial action it deems necessary, including immediately suspending or terminating your account or your access to the Services, upon notice and without liability for Private Equity Climate Risks should you fail to abide by the rules in this Section 5 or if, in our sole discretion, such action is necessary to prevent disruption of the Services for other users.

## **6. PRIVACY**

For information about how we collect, use, and share the data we collect from and about you, please see our [Privacy Policy](#) which is incorporated by reference into these Terms.

## **7. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

THE SERVICES, WHETHER PROVIDED BY PRIVATE EQUITY CLIMATE RISKS, ITS LICENSORS, ITS VENDORS OR OTHERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY,

REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, PRIVATE EQUITY CLIMATE RISKS DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL PRIVATE EQUITY CLIMATE RISKS OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT PRIVATE EQUITY CLIMATE RISKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICES TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO THE SERVICES, \$100.

PRIVATE EQUITY CLIMATE RISKS DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SERVICES, AND PRIVATE EQUITY CLIMATE RISKS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. PRIVATE EQUITY CLIMATE RISKS WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. If you are a California resident, you hereby waive California Civil Code §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 or her must have materially affected his or her settlement with the debtor." This release includes the criminal acts of others.

## **8. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Section 7. Accordingly,

some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 7 specifically do apply to you.

## **9. INDEMNITY**

YOU AGREE TO INDEMNIFY, DEFEND, AND PRIVATE EQUITY CLIMATE RISKS AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, CONTRACTORS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICES, YOUR CONNECTION TO THE SERVICES, YOUR VIOLATION OF THE TERMS OR PRIVATE EQUITY CLIMATE RISKS' PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER INDIVIDUAL OR ENTITY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## **10. PRICING**

Many parts of the Services are available for free. However, there are some parts of the Services and certain content that is only available for a fee or on a subscription basis. You agree to pay the associated fee, along with any applicable tax, posted in connection with these offerings, and to provide a current payment method. Your payment may be processed by us or by third party payment processors providing services on our behalf. Additional payment terms may be provided at the point of purchase.

## **11. THIRD-PARTY LINKS AND SERVICES**

The Services may provide (1) information and content provided by third parties; and (2) links to third-party websites or resources. Private Equity Climate Risks is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Private Equity Climate Risks shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

## **12. MODIFICATION**

Private Equity Climate Risks reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that Private Equity Climate Risks shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

### **13. CONTROLLING LAW AND SEVERABILITY**

These Terms shall be construed in accordance with and governed by the laws of the District of Columbia, notwithstanding its conflicts of law principles. Any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts of the District of Columbia, United States, and you and Private Equity Climate Risks consent to the exclusive jurisdiction of such courts.

### **14. GENERAL TERMS**

14.1 Force Majeure. Under no circumstances shall Private Equity Climate Risks or its licensors or suppliers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

14.2 No Waiver. No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Private Equity Climate Risks to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

14.3 Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

14.4 Statute of Limitations. Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14.5 Miscellaneous. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Private Equity Climate Risks without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Private Equity Climate Risks. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Services for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience

only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

14.6 Notices. We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the contact information provided immediately below to provide such notice.

## **15. QUESTIONS**

If you have any questions about these Terms, please contact us at [admin@pestakeholder.org](mailto:admin@pestakeholder.org).