

EcoBroker and Sustainable Conversation™ SUBSCRIBER AGREEMENT AND TERMS OF USE

September 10, 2017

This Subscriber Agreement and Terms of Use (this "Agreement") governs your use of all digital products and services from EcoBroker International (EB) and its Sustainable Conversation™ (SC) product lines. This includes all products and services you derive from the Sustainable Conversation™. Examples of such digital products and services include EcoBroker and Sustainable Conversation weekly publications, content, Web content, trademarks, graphics, design, and other intellectual property you access through various third party platforms and devices (e.g., mobile, tablet, laptop, and desktops).

If you are purchasing a subscription to Sustainable Conversation™ in a bundle that includes any other benefits (including EcoBroker Membership, annual subscription discounts, or other EcoBroker products and services, please carefully review the "Cancellation" policy in section 4 below before you execute this agreement.

If you agree to be bound by the terms of this Agreement, you should [check the box](#) indicating your agreement to the terms of this Agreement on the registration page for the Service. If you do not agree to be bound by the terms of this Agreement, you should not check the box and you will not be able to proceed with the registration process. To the extent you have access to, or are using, EcoBroker and Sustainable Conversation™ products, services, and content without having completed this registration process, you are hereby notified that your continued use of these products and services is subject to many of the terms and conditions of this Agreement as explained in Section 7 below.

1. Changes to Subscriber Agreement

We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the Service that the terms have been "updated" or similar words). The changes also will appear in this document, which you can access at any time. By using EcoBroker and Sustainable Conversation™ products, services, and content after changes are made to this Agreement you signify that you agree to be bound by such changes.

2. Your Privacy and Account

Registration data and other information about you are subject to our Privacy Policy. If you access your EB and SC accounts using your password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password for your EB and SC accounts, he/she will have the ability to view information about your account and make changes through the website for the Service. Similarly, if you tell someone the answer to your security question, he/she will be able to request information about your account and make changes through CustomerService@ecobroker.com. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can

continue to contact you and send any alerts required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

3. Fees and Payments

You must be 18 years of age or older to purchase a subscription to SC or enroll to earn your EcoBroker Designation. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other charges incurred in connection with your account for your EcoBroker Designation and your Sustainable Conversation™ subscription, including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes any discounts for annual subscriptions (in lieu of monthly) and/or includes annual renewal fees for your EcoBroker licensure, these subscription fees are non-refundable. We will bill all charges automatically to your credit card within the first five days of each month for monthly subscribers, and at the time of subscription and/or subscription renewal for annual subscriptions and discounts. Subscription fees will be billed at the beginning of your subscription and any renewal. As a general matter, all fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. Please review this agreement for more details about our refund policies. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to renew, cancel or update your subscription. If you need to update your credit card details or you want to use a different credit card, please contact customerservice@ecobroker.com or call us at 303-674-7770, and we will help you make such changes. If you believe someone has accessed an EB and/or SC product or service using your user name and password without your authorization, please immediately notify us by calling Customer Service at the phone number listed above for assistance. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other Third Party service.

4. Term; Cancellation and Renewal

4.1 Term and Renewal. This Agreement shall remain in full force and effect while you use any and all EB and SC products and services. Unless you have paid by check, your subscription will renew automatically until it is cancelled in accordance with this Section. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days prior to the date your subscription renews, except as otherwise required by law. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card unless you pay by check.

4.3 Cancellation Policy for other subscriptions. We may cancel your subscription at any time upon notice to you. You may cancel your subscription prior to any renewal term by contacting Customer Service at the phone number for your country. If you are in the U.S., this number is 1-303-674-7770. Please ask for and obtain an email confirmation of your cancellation by phone to ensure proper documentation. Please request cancellations by email to customerservice@ecobroker.com. If you engaged a 4-week free trial subscription to SC, we will not charge your credit card until after you have received your 4th weekly SC publication. You may cancel your trial subscription at any time during your 4-week free trial, and you will not be charged for the 2nd month of your SC subscription. However, once you receive your 5th SC weekly publication (on or around the 29th or 30th day after the inception of your 4-week trial), the next monthly charge will be non-refundable. You may cancel your monthly subscription at any time during the month in which your subscription is operative (during the month for which you have paid). However, once you receive access to your next month's 1st weekly publication, your current month's subscription payment is non-refundable. Annual and other discounted subscription payments are non-refundable.

5. Subscription Policies.

By subscribing to SC, you are subject to our Subscription policies described herein. We reserve the right to change these policies at any time and you should refer to them frequently to ensure you are aware of current policies.

6. Availability of Service through other Platforms; Third Party Payment Services.

6.1 If you access to SC through a mobile application or other type of third party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platforms terms in addition to this Agreement.

6.2 We use a secure third party not affiliated with us to process payments for your EB and SC payments (a "Third Party Processor"). You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

7. Certain Types of Users; Online Subscriptions.

7.1 Other Subscribers and Users. If your online access to an EB and/or SC product or service is provided by, or through a Third Party, please contact the Third Party for details on their policies. If you access a Service without paying or registering (e.g., as part of an "open house" or free trial) you are hereby notified that all of the terms and conditions of this Subscriber Agreement apply to your use of and access to EB and SC products and services.

7.2 Print/Digital Combo Subscriptions; Online Orders. If you subscribe to EB and SC products and services and other third party publication products and services, then your use of the EB and SC products and services shall not be uploaded and/or used through a third party publisher's system in any way that can be construed as being materials that in any way belong to the third party. It your responsibility to help police and protect EB and SC copyrighted materials, trademarks, and intellectual property as part of your subscription and licensing agreements with EB and SC.

8. Limitations on Use.

8.1 Only you and/or your representative(s) may access your EB and SC accounts at the same time using the same user name or password, unless we agree otherwise.

8.2 The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through EB and SC are the property of EB and SC. and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through your EB and SC account to anyone, including, if applicable, your fellow students or employees, with the following exceptions:

8.2.1 You may distribute your weekly SC publications with your branding we customize for you on each of your publications. provided you do not alter the publication (including all copyright and other proprietary rights notices) in any way. If you have any questions about this please contact

customerservice@ecobroker.com, and/or please refer to the details in this agreement. We're happy to discuss any and all of this with you.

8.2.2 You may use the SC "Share and Email This" structure on www.ecobroker.com to e-mail or post to social media a weekly SC publication you receive as part of your complimentary/free trial of SC or during the subscription terms without additional charge. You are not permitted to use this service for the purpose of providing other users with access to content from EB or SC.

8.2.3 The sharing functionality we provide to you through your SC subscription expressly allows you to share articles or links to articles with others.

8.3 Additional Restrictions on Use of the Content.

8.3.1 You agree not to rearrange or modify the Sustainable Conversation™ Content and publications at any time. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through EB and SC Services other than as expressly authorized by us is prohibited.

8.3.2 You further agree to abide by exclusionary protocols and not to attempt to circumvent any restrictions imposed on your use or access of the Services.

8.3.3 As a general rule, you may not use SC content, without our expressed written consent.

8.3.4 You may not create apps, extensions, or other products and services that use our content without our permission. You may not aggregate or otherwise use SC content in a manner that could reasonably serve as a substitute for a subscription to SC. This is the case even if you work for (and/or are affiliated with) a trade organization, non-profit, or governmental organization, as an employee, contractor, or grantee. Please behave.

8.3.5 Any unauthorized or prohibited use of any EB and/or SC content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

8.3.6 You may not access or view the EB or SC content and solutions with the use of any scripts, extensions, or programs that alter the way the EB and SC content is displayed, rendered, or transmitted to you without our written consent.

8.4 You agree not to use EB or SC content and solutions for any unlawful purpose. We reserve the right to terminate or restrict your access to EB and SC products and services if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

9. Community Obligations.

9.1 User Name. With certain exceptions, when you register for EB and SC, we will prefill your user name with your email address. It is your responsibility to choose your password wisely. If you have concerns or believe that someone is using your password without your authority, please immediately contact customerservice@ecobroker.com.

10. Additional Terms Applicable to EB and SC.

SC is a subscriber loyalty program powered by EcoBroker International, accessible through www.ecobroker.com, and which provides members and subscribers with certain benefits (“Member Benefits”) such as publications, branding, education, training, coaching, marketing, and business and community building solutions. These benefits are subject to change and/or cancellation at any time. Only certain subscribers are eligible for discounts and other privileges. To confirm your eligibility, please visit www.ecobroker.com, and refer to the FAQs. EcoBroker licensees and SC subscribers have access to a range of EB and SC products and services. Expiration or termination of a member’s subscription will automatically terminate the corresponding benefits. As is the case with this Agreement generally, we reserve the right to modify these additional terms as well as the eligibility criteria for membership at any time. Under no circumstances shall we be responsible for any loss or damage resulting in any way in connection with EB and SC publications, products, and/or other services.

11. Contest and Promotions.

As SC subscribers earn points for your community and business building moves throughout each year of your Sustainable Conversation™ subscription. In each year in which Sustainable Conversation™ subscribership exceeds 1,000 subscribers, at midnight (Mountain Time) on December 31st, the sustainability advocate in the SC subscribership with the most points on the Sustainability Advocacy Leaderboard (SAL) wins a trip to Hawaii for two. This includes airfare and hotel accommodations at an ecologically-conscious Hawaiian resort of EcoBroker’s choice. The runner-up on SAL earns a 72-inch flat-screen Energy Star-rated TV. In you earn one of these awards as part of your Sustainable Conversation™ subscription in any given year of your SC subscription. Please refer to how subscribers earn points on SAL on www.ecobroker.com. Additional terms and conditions apply for the awards EB make to the leaders on SAL on a year-to-year basis. Please check with customerservice@ecobroker.com with any questions you may have. Game-On. The more business and community you build, the higher you climb on the Sustainability Advocacy Leaderboard.

13. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, MEMBER BENEFITS, AWARDS AVAILABLE THROUGH THE EB AND SC ARE ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GIVE TAX OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL FOR TAX AND INVESTMENT ADVICE. ECOBROKER INTERNATIONAL AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE PRODUCTS AND SERVICES OR SUCH CONTENT, TOOLS, MEMBER BENEFITS OR AWARDS FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE ECOBROKER INTERNATIONAL PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE ECOBROKER INTERNATIONAL LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

14. Agreement to Arbitrate.

14.1 The parties acknowledge that any statutory or common law claims related to intellectual property may require forms of equitable relief that are best administered by courts; accordingly, the parties agree that except for statutory or common law claims related to intellectual property and disputes that qualify for small claims court, any controversy or claim arising out of or relating to this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the State of Colorado. For more information about arbitration, the AAA and the arbitration process, please consult the American Arbitration Association web site at adr.org. **You agree that by entering into this Agreement, you and we are each waiving the right to trial by jury, except as otherwise stated above. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and, by entering into this Agreement, you are giving up the ability to participate in a class action.** All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for the court to decide. As stated in Section 15 below, Colorado law applies to any arbitration under this section, but the parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

15. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of EB and SC Products and Services. We may discontinue or change the terms and conditions, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out

of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the State of Colorado. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

16. Additional Terms and Notices. We employ cookie technology, and please ask us for more information on our use of cookies. The intent of these tracking technologies is to protect our copyrights, trademarks, and intellectual property and to help you build as much business with EB and SC products and services as possible.