

By subscribing to Federal NetZero services you agree to the following terms.

I. Federal NetZero Terms of Agreement

These Terms of Service reflect the way Federal NetZero’s business works, the laws that apply to our company, and principles under which we operate. These Terms of Service define Federal NetZero’s relationship with you as you interact with our services.

Principal areas of this agreement are:

- What you can expect from us, which describes how we provide our services.
- What we expect from you, which describes your responsibility for providing information and data to enable our services.
- Intellectual property rights to the content you use from our services.
- In case of problems or disagreements, which describes other legal rights you have, and what to expect.
- In case someone violates these terms.
- Understanding these terms is important because, by using our services, you’re agreeing to these terms.
- Besides these terms, we also publish a Privacy Policy on our website. We encourage you to read it to better understand how you can update, manage, export, and delete your information.

II. Terms

a. Service Provider

Federal NetZero services are provided by The Marx Group LLC, organized under the laws of the State of Delaware, operating from POB 147, South Boston, VA 24596.

b. Your Relationship with Federal NetZero

These terms help define the relationship between you and Federal NetZero. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how Federal NetZero’s business works and how we earn money. When we speak of “Federal NetZero,” “we,” “us,” and “our,” we mean The Marx Group LLC and its affiliates.

c. What you can expect from us

Federal NetZero provides the following services:

- Delivery and support of various desktop/tablet/smartphone applications (apps) for the purpose of collecting information solely for the determination of greenhouse gas (GHG) emissions and sustainability planning and reporting in accordance with Federal standards.
- Collection of your company’s information necessary for the determination of greenhouse gas emissions and sustainability planning and reporting in accordance with Federal standards.
- Processing business operational data necessary for calculation of GHG emissions.
- Developing and delivering your company’s GHG disclosure statements, and draft sustainability plan and climate risk management plan, and contract disclosures as may be required.
- Providing a client portal for managing and displaying subscription documents.
- Providing customer services necessary for training your company’s employees and resolving problems.

d. What we expect from you

Your company agrees to:

- Payment of 25% of the subscription charges upfront before initiation of services.
- Payment of the remaining annual subscription charges according to the payment schedule: 25% at 60 days, 25% at 120 days, and the remainder at 270 days.
- Use the Federal NetZero apps to develop/collect required information according to an agreed schedule.
- Ensure the accuracy and completeness of the data submitted.
- Reviewing and approving draft GHG emissions disclosure statements, and sustainability plans
- Automatic renewal invoicing at 340 days unless you request termination of services.

III. The License Agreement

The information you provide to us is your content and remains yours, which means that you retain any intellectual property rights that you have in your content.

We need your permission if your intellectual property rights restrict our use of your content. You provide Federal NetZero with that permission through this license.

What's covered

This license covers your content if that content is protected by intellectual property rights.

What's not covered

This license doesn't affect your privacy rights — it's only about your intellectual property rights. This license doesn't cover these types of content:

- Publicly-available factual information that you provide because that information is considered common knowledge that everyone's free to use.
- Feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

e. Scope

This license is worldwide, which means it's valid anywhere in the world.

This license allows Federal NetZero to use your information exclusively for the purposes of collecting, processing and reporting of greenhouse gas emissions, and preparation and submittal of publicly available sustainability plans that may be required by the US Government.

Purpose

This license is for the limited purpose of operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content.

Duration

This license lasts for as long as your information is protected by intellectual property rights. If you remove from our services any information that's covered by this license, then our systems will stop collecting, processing, and reporting in a reasonable amount of time.

IV. In Case of Problems or Disagreements

f. Warranty disclaimer

Federal NetZero provides services as described in this agreement. We make every effort to make our services accurate, timely, responsive and in accordance with public standards. However, for legal purposes, we offer our services without warranties as the principal source of information is from you. The law requires that we explain this using specific legal language and that we use capital letters to help make sure you see it, as follows:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

g. Liabilities

Both the law and these terms try to strike a balance as to what you or Federal NetZero can claim from the other in case of problems. That's why the law allows us to limit certain liabilities — but not others — under these terms. These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for gross negligence or willful misconduct.

To the extent allowed by applicable law, Federal NetZero is liable only for its breaches of these terms or applicable service-specific additional terms. We are not liable for loss of profits, revenues, business opportunities, goodwill, or anticipated savings, indirect or consequential losses, or punitive damages. Federal NetZero's total liability arising out of or relating to these terms is limited to the greater of (1) \$1000 or (2) the fees paid to use the relevant services in the 3 months before the dispute.

To the extent allowed by applicable law, you'll indemnify Federal NetZero and its parent, The Marx Group LLC, its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees. If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

h. Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless doing so would cause harm or liability to a user, third party, or Federal NetZero, violate the law or a legal

enforcement authority's order, compromise an investigation, compromise the operation, integrity, or security of our services.

i. Removing your content

If any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Federal NetZero, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's intellectual property rights.

j. Suspending or terminating your access to Federal NetZero services

Federal NetZero reserves the right to suspend or terminate your access to the services or delete your Account if any of these things happen: you materially or repeatedly breach these terms, service-specific additional terms or policies, we're required to do so to comply with a legal requirement or a court order your conduct causes harm or liability to a user, third party, or Federal NetZero. For example, by hacking, phishing, harassing, spamming, misleading others, or altering content that doesn't belong to you.

If you believe your Federal NetZero account has been suspended or terminated in error, you can appeal. Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

k. Settling disputes, governing law, and courts

For information about how to contact Federal NetZero, please visit our contact page. Virginia law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Halifax County, Virginia, USA, and you and Federal NetZero consent to personal jurisdiction in those courts. We will make every effort to resolve issues through arbitration.

V. About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights. These terms describe the relationship between you and Federal NetZero. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms. We want to make these terms easy to understand, so we've used examples from our services. But not all services may be available in some States. If these terms conflict with the service-specific additional terms, the additional terms will govern for that service. If it turns out that a particular term is not valid or enforceable, this will not affect any other terms. If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also terminate your relationship with us at any time by closing your Federal NetZero account. No refunds will be made for voluntary closure of an account.