

# Terms of Use

October 1, 2020

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## 2. Breakthrough Energy Communications

The Site may allow you the option to provide your contact information, including name, email address, and zip code, to us in order to receive certain communications from us, including, but not limited to, occasional updates and marketing materials. Any email communication you receive from us will include an unsubscribe link that will allow you to manage your email preferences. You may also cancel your registration by contacting us at: [support@BreakthroughEnergy.org](mailto:support@BreakthroughEnergy.org), subject to our Privacy Policy.

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## **4. Links, Frames, Metatags, Bots and Scraping**

You may link to the home page of the Site as long as you do not do so in a false or misleading manner. You may not frame the Content of the Site or the Site itself. You may not use metatags or any other "hidden text" that incorporates our Site's Contents without our express written consent. You may not use automated means, such as bots, to access and collect Content from the Site.

## **5. Links to Other Websites**

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## **6. Site Availability and Support**

You may access the Site if and when it is available. We do not guarantee availability of the Site or Content on the Site. The Site may occasionally be down for service, upgrades, or for other reasons. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Site at any time and without notice. We have no obligation to provide support in relation to the Site or Content.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, INCLUDING ALL TEXT, GRAPHICS, LOGOS, AUDIO AND VIDEO CLIPS, PHOTOGRAPHS, AND OTHER CONTENT IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. WE DO NOT MAKE ANY

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## **8. Disclaimer of Certain Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS, EVEN IF BREAKTHROUGH ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Limitation of Liability and Exclusive Remedies**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER OTHER SECTIONS, OUR MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THESE TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE SITE SHALL BE LIMITED TO FIVE DOLLARS (\$5.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS OR THE SITE WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

## **10. Independent Remedies**

The exclusion of damages under Section 8 is independent of your exclusive remedy in Section 9 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in these Terms apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

## **11. Notice on Potential Limits of Sections 7, 8, and 9**

Some jurisdictions do not allow the exclusion or limitation of damages (including incidental or consequential), loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in these Terms will be interpreted as excluding liability which cannot under applicable law be excluded in those jurisdictions. If you reside, or are otherwise subject to the laws in one of those jurisdictions, any statutory entitlement available to you will be deemed limited to the extent (if at all) permissible under that law and, if limitation is not permitted, the limitations and exclusions in this section may not apply to you.

## **12. Indemnification**

You hereby agree to defend, indemnify, and hold Breakthrough Energy and its affiliates, and their respective directors, officers, members, managers, employees, agents, partners, suppliers, and licensors (“Indemnified Persons”) harmless and will keep them indemnified from any third party claims or demands, including reasonable attorneys’ fees, relating to, arising from, or allegedly arising from (a) your use of the Site; (b) any violation by you of these Terms; or (c) your violation of any other party’s rights or applicable law.

## **13. Notices**

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending notice to any email address you provide to us. You agree to send notices to us by emailing them to the following address: [support@breakthroughenergy.org](mailto:support@breakthroughenergy.org).

## **14. Changes to these Terms**

We reserve the right to change these Terms at any time upon notice to you. We will give notice by posting updated Terms on the Site, sending you an email, or by any other reasonable means.

You should periodically review these Terms for changes and you can review the most current Terms at any time at: [Terms of Use](#) The updated Terms will govern your use of the Site as of their effective date, which will be noted when the new terms are posted and announced. If you do not agree to the updated Terms, you should stop using the Site. Your use of the Site after the effective date of the updated version of these Terms will constitute your acceptance of the updated Terms.

## **15. Termination**

We reserve the right to terminate the Site and these Terms at any time without advance notice, including as to you if you violate these Terms or our Privacy Policy. Sections 1, 4, 5, 7, 9, 11-16, 20, and 22 (including without limitation the limitation of liability, indemnification, and governing law sections) of these Terms survive any such termination.

## **16. Governing Law and Exclusive Jurisdiction and Venue**

These Terms and your use of the Site are governed by the laws of the state of Washington without regard to its conflicts of law principles. You expressly agree that jurisdiction and venue for any dispute relating to or arising from these Terms, Content, or the Site will reside exclusively in the state and federal courts of King County, Washington except that we may pursue injunctive relief in any court having jurisdiction.

## **17. International Use**

Breakthrough Energy's servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including submissions and personal data) to and in the United States and/or other countries; (ii) if you are from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Site; and (iii) you shall comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Site. The Site and its

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## **18. General**

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Section titles are only for convenience and have no legal or contractual significance. We may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in the Site. If, at any time, we fail to respond to a breach of these Terms by you or others, such failure will not waive our right to act with respect to subsequent or similar breaches. A waiver will only be binding on us if it is in writing and signed by us. These Terms (including any incorporated terms or policies) constitute the entire agreement between you and Breakthrough Energy with respect to the Site and the Content. Both you and Breakthrough Energy warrant to each other that, in entering these Terms, neither you nor Breakthrough Energy have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Breakthrough Energy, Indemnified Persons, or Breakthrough Energy' successors and permitted assigns, will have any right to enforce any of these Terms. YOU AND BREAKTHROUGH ENERGY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR CONTENT MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **19. Comments and Questions**

If you have any questions, comments or concerns about the Site, including Content, please contact us at: [support@BreakthroughEnergy.org](mailto:support@BreakthroughEnergy.org)