

VIBRANT PLANET TERMS OF SERVICE - LAST UPDATED: OCTOBER 15, 2025

Please read these Terms of Service (the "Agreement") carefully. Your affirmative consent to these terms (through a "click-to-accept" or similar mechanism) or your use of the Site (as defined below) constitutes your consent to this Agreement. If you do not agree with the terms of this Agreement, you may not use the Site or Offering (as defined below).

This Agreement is between you and Vibrant Planet, PBC ("Company" or "we" or "us") concerning your use of (including any access to) Company's SaaS product made available through the site currently located at www.vibrantplanet.net (together with any materials and services available therein, and successor site(s) thereto, the "Site"). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Site, or otherwise made available to you by Company.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "your" in this Agreement will refer to both the individual using the Site and to any such Organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 19 BELOW, REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. **Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The "*Last Updated*" legend above indicates when this Agreement was last changed, and you should periodically review the most up-to-date version of this Agreement. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

2. **Information Submitted Through the Site.** Your submission of information through the Site is governed by the Company's Privacy Policy, located at <https://www.vibrantplanet.net/privacy-policy> (the "Privacy Policy") and the other terms

of this Agreement. You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. User Data. You are responsible for ensuring that all data and other information entered by you or on your behalf or which is otherwise provided to us or obtained from you or your service providers' equipment, systems, web-portals, accounts, or facilities (whether directly, or through us or our systems) in connection with the Site ("User Data ") is complete and accurate, and that the entering of such User Data or the provision of such User Data to us does not violate any third party's intellectual property or other rights. If required for us to operate the Site or provide the Offering, you will provide to us, and permit us to use, user names, passwords, and other access control or security credentials required to access, retrieve, and otherwise obtain User Data (including through accessing your accounts with its utilities, distribution companies, or service providers). We are not responsible for any error, omission, or inaccuracy of the Site or the Offering or any documents, calculations, analyses, or other outputs to the extent based on or resulting from errors, omissions, or inaccuracies in the User Data. You hereby grant to Company (a) a non-exclusive right to access, retrieve, store, reproduce, process, reformat, analyze, and otherwise use User Data in connection with the operation of the Site and the provision of the Offering, and to store and retain such User Data for archival purposes, (b) a non-exclusive and perpetual right to store, retain, reproduce, process, reformat, distribute, disclose, publish, and otherwise use User Data, including any analyses based on User Data, and incorporate User Data into the Vibrant Planet's SaaS product, as long you are not identified as the source of such data, and (c) the right to permit our service providers and business partners to also exercise the rights granted to us in (a) and (b) above.
4. Jurisdictional Issues. The Site is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site or the Offering is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.
5. Rules of Conduct. In connection with the Site, you must not (and you must not permit any third party to):
 - o Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, abusive, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
 - o Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer

code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").

- Use the Site as a service bureau business or for any purpose beyond facilitating forest resiliency and collaborative land management planning, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site or use the Site to obtain personal information or otherwise sensitive information about persons or groups.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure, or policy of such servers or networks.
- Restrict or inhibit any other person from accessing or using the Site.
- Reproduce, copy, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, publish, perform, upload, post, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without Company's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Site, except where (i) such restriction is expressly prohibited by applicable law, or (ii) expressly authorized by Company.
- Remove, alter, or obscure any proprietary, restrictive, or other notices affixed to or contained on the Site, including, but not limited to any information and materials made available to you on, from, or through the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without the Company's express prior written consent.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without the Company's express prior written consent.

6. You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other services needed to use the Site. You are also responsible for complying with all laws and regulations applicable to you and your activities, including use of the Site. You are responsible for the selection and suitability of the Site. Company may seek to verify your compliance with this Agreement, and you will provide information and other materials as reasonably requested by the Company to assist in such verification.

7. Offerings. The Site may make available the Vibrant Planet software application, as well as other software, services, and publications related to community and wildland resilience and collaborative land management (collectively, "Offerings "). Such Offerings may be made available by the Company for any purpose, including general information purposes. We make no representations as to the completeness, accuracy, reliability,

validity, or timeliness of such Offerings (including any features, specifications and prices contained therein). Such information and the availability of any Offering are subject to change at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the possession and use of any Offering. Company reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Offering and to refuse to provide any user with any Offering.

8. User Credentials. You will be permitted to choose a user name and password, and/or provide other access control or security credentials (collectively, "User Credentials") that you may use to access and use the Site in accordance with this Agreement. Company reserves the right to suspend or revoke User Credentials and access to or use of the Site in the event of any misuse, abuse, or failure to comply with the terms and conditions of this Agreement. You (a) are responsible for protecting all User Credentials from disclosure to or discovery by third parties and any unauthorized use by third parties; (b) shall not provide any User Credentials to any party (including any other employee or agent of your organization); and (c) shall remain fully responsible and liable for (and in no event shall Company be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials, and you hereby authorize any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of any User Credentials. In the event of any actual or suspected misuse, abuse, or unauthorized use, or any suspected disclosure to or discovery by third parties, of any User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, you shall immediately notify Company and terminate the applicable individual account prior to or simultaneously with such notice.
9. Infrastructure. You are responsible for obtaining, maintaining and paying for all hardware, software, network access, and all telecommunications and other services and equipment needed for you to access and use the Site ("Infrastructure ") and for ensuring that all such Infrastructure meets the minimum requirements applicable to such Infrastructure as may be identified by us from time to time.
10. Feedback. While you are not obligated to provide any feedback or other information to us related to the Site or the Offering ("Feedback "), in the event you do so, you hereby authorize us to freely use and disclose such Feedback in connection with our business without restriction.
11. Monitoring. We may (but have no obligation to) monitor, evaluate, alter or remove User Data before or after it appears on the Site, or analyze your access to or use of the Site. We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose.
12. Confidentiality. For purposes of this Agreement, "Confidential Information " means (a) all information, data, or materials that Company or any of its affiliates or representatives ("Discloser ") has disclosed or otherwise made available to you ("Recipient "), or which Recipient has observed or otherwise obtained from Discloser, whether made available orally, in writing, or in electronic form, provided that such information, data, or materials

(i) is marked as "proprietary" or "confidential" at the time of disclosure; or (ii) if disclosed in a form not susceptible to marking, is described and designated as "proprietary" or "confidential" in a writing provided to the Recipient within thirty (30) days of such disclosure; or (iii) is made available under circumstances that would indicate to a reasonable person that such information or materials are confidential or proprietary, and (b) any copies, extracts, portions, and derivatives of any of the foregoing. For clarity, our "Confidential Information" includes the Site and the Offering (including the object code thereof, the source code thereof, and any technical data, know-how, trade secrets, processes, techniques, specifications, methods, algorithms, interfaces, solutions, structures, and other information embodied in any of the foregoing) and the terms and conditions of this Agreement are the Confidential Information of Company.

Notwithstanding the foregoing, "Confidential Information" does not include any information, data, or materials that (1) is or becomes publicly known through no wrongful act or omission of Recipient (or any third party acting on behalf of Recipient); (2) was rightfully known by Recipient before receipt from Discloser; (3) becomes rightfully known to Recipient from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information; or (4) is independently developed by Recipient without the use of or reference to Confidential Information of Discloser. Recipient shall not use Confidential Information of Discloser for any purpose other than as required to exercise its rights and perform its obligations under this Agreement (the "Purpose"). Except to the extent otherwise expressly permitted in writing by Discloser, Recipient shall hold all Confidential Information in strict confidence, and shall not publish, disseminate, or otherwise disclose, or permit or facilitate the disclosure of, any Confidential Information to any third party. Except to the extent otherwise expressly permitted under this Agreement or by Discloser in writing, Recipient may disclose Confidential Information of Discloser only to its employees, officers, agents, and other representatives who have a need to know such information to carry out the Purpose and are bound in writing or under law by restrictions regarding disclosure and use of such information comparable to, and in no event less restrictive than, those set forth herein. Recipient shall be responsible for all acts and omissions by its employees, officers, agents, and other representatives as if such acts or omissions were acts or omissions of Recipient. Any copy, extract, portion, or derivative of Discloser's Confidential Information shall be identified by Recipient as belonging to Discloser and prominently marked "Confidential." This Agreement will not prevent Recipient from disclosing Confidential Information of Discloser to the extent required by a judicial order or other legal obligation, provided that, in such event, Recipient shall promptly notify Discloser to allow intervention (and shall cooperate with Discloser) to contest or minimize the scope of the disclosure (including application for a protective order). Recipient shall advise Discloser in writing of any misappropriation or misuse of Confidential Information of Discloser of which Recipient becomes aware. Recipient acknowledges that Discloser considers its Confidential Information to contain trade secrets and other valuable proprietary information of Discloser, and that any

unauthorized use or disclosure of such Confidential Information would cause Discloser irreparable harm for which its remedies at law would be inadequate. Accordingly, Recipient acknowledges and agrees that Discloser shall be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of Recipient's obligations hereunder with respect to the Confidential Information of Discloser.

You acknowledge and agree that we may have access to non-public data and information relating to identified or identifiable individuals ("Personal Information"), in connection with the operation of the Site or otherwise in connection with their activities relating to the subject matter of this Agreement. Subject to the terms and conditions of this Agreement, you hereby consent to the processing (which includes collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, analysis, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure and destruction) and other use of Personal Information by us any and our service providers and business partners as reasonably required for the operation of the Site. You will maintain, throughout the term of this Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Personal Information and other sensitive records and information, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Personal Information and such other records and information in your possession or control. You shall notify us in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of Personal Information, and such other records and information in your possession or control. You will comply, throughout the term of this Agreement, with all applicable laws and regulations regarding confidentiality and security of non-public personal information, as now or hereafter in effect. You are responsible for providing any necessary notices and for obtaining any required consents with respect to any Personal Information provided to you.

13. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use, including such purposes as may be described in the Privacy Policy.
14. Company's Proprietary Rights. We and/or our licensors own the Site, including all information, data, text, audio, graphics, images, software, and website appearances, design, interactive features, and other materials available through or in connection with the Site, which are protected by proprietary rights and laws. All trade names, trademarks, service marks, and logos on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any

right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

15. Third Party Materials; Links. Certain Site functionality may make available access to information, products, services, and other materials made available by third parties ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials. You acknowledge that your use of such Third Party Materials are subject to separate terms, which will be made available to you and which will prevail over this Agreement as to your use of the applicable Third Party Materials.

Third Party Materials are provided by us on an "AS IS" basis, without indemnification, support or warranty of any kind (except to the extent any of the foregoing are provided by the respective third party under the terms applicable to the Third Party Materials). We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider. We reserve the right to suspend or terminate access to or use of the Third Party Materials at any time. We will use commercially reasonable efforts to provide notice of such suspension or termination.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

16. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SITE AND ANY OFFERINGS, THIRD PARTY MATERIALS AND OTHER MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT THE SITE AND ANY OFFERINGS, THIRD PARTY MATERIALS, AND OTHER MATERIALS INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. MATERIALS AND INFORMATION PROVIDED TO YOU IN CONNECTION WITH THE SITE ARE FOR INFORMATIONAL PURPOSES ONLY, AND SHALL NOT CONSTITUTE INVESTMENT ADVICE OR AN ENDORSEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF

BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, ADVISORS, PARTNERS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE " AFFILIATED ENTITIES "), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. FOR THE AVOIDANCE OF DOUBT, COMPANY MAKES NO REPRESENTATIONS AS TO THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA MADE AVAILABLE AS PART OF THE OFFERINGS. COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, ACHIEVE ANY INTENDED RESULT, OR THAT DEFECTS WILL OR CAN CORRECTED. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR THE CONSEQUENCES OF YOUR INVESTMENT, FINANCIAL OR OTHER DECISIONS, REGARDLESS OF WHETHER AND TO WHAT EXTENT SUCH DECISIONS MAY HAVE BEEN BASED UPON DATA MADE AVAILABLE TO YOU BY COMPANY PURSUANT TO THIS AGREEMENT. YOUR USE OF THE OFFERINGS OR THE DATA MADE AVAILABLE AS PART OF THE OFFERINGS IS ENTIRELY AT YOUR OWN RISK.

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors, omissions, and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at legal@vibrantplanet.net with a description of such alteration and its location on the Site.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR INVESTMENT, BUSINESS INTERRUPTION, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF USER DATA (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY USER DATA), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY OFFERINGS, THIRD PARTY MATERIALS, OR OTHER OUTPUT AND MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH (OR ANY DAMAGES RESULTING TO YOUR COMPUTER SYSTEM OR OTHER DEVICES FROM YOUR DOWNLOADS); (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY OFFERING, THIRD PARTY MATERIALS, OR OTHER OUTPUT AND MATERIALS IS TO STOP USING THE SITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE SITE IN THE MOST RECENT TWELVE

(12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, AND (B) \$10.00. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

18. **Indemnity.** To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including all Offerings and User Data); and (b) any violation or alleged violation of this Agreement or the law of any jurisdiction by you.
19. **Termination.** This Agreement is effective until terminated. Company may terminate or suspend your use of the Site at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Site will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2-11 and 13-24 shall survive any expiration or termination of this Agreement.
20. **Governing Law; Jurisdiction.** The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. Any dispute arising under or in connection with this Agreement will be referred to and finally determined by arbitration in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The arbitration will be administered by AAA. The tribunal will consist of one arbitrator appointed in accordance with the rules. The place of arbitration will be San Francisco, California. The language of the arbitration will be English. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The fees of each arbitrator and the administrative fees of AAA will be borne equally by the parties. Judgment on any award or order rendered in the arbitration may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, a party may seek to obtain or enforce temporary injunctive relief or other provisional remedies in any court of competent jurisdiction.
21. **Filtering.** We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current

providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.

Please note that the Company does not endorse any of the products or services listed on such site.

22. Information or Complaints. If you have a question or complaint regarding the Site, please send an email to info@vibrantplanet.net. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
23. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send to Company a written notice by mail or e-mail, requesting that Company remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter- notices must be sent by e-mail to copyrightagent@vibrantplanet.net.
We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.
24. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.
25. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only,

and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.