



Project Neutral Transitioning neighbourhoods to carbon neutrality One neighbourhood at a time

Project Neutral TERMS OF USE

Date of last revision: September 25, 2014. For a copy of previous versions please email us at hello@projectneutral.org.

Welcome to Project Neutral, a project of Tides Canada (“Project Neutral,” “we”, “us”, or “our”). We provide the Web site located at projectneutral.org (the “Site”), as well as a number of related Web sites and services (collectively, the “Services”), to our Users. The following terms and conditions (the “Terms of Use”) form a binding agreement (the “Agreement”) between You and us, and govern Your use of the Site and the Services. Project Neutral has the goal of helping neighbourhoods and individuals to transition to carbon neutrality. We do this by helping individual people and businesses (in each case, individually, a “User,” and collectively, “Users”) understand and reduce their greenhouse gas emissions. We provide our Users (collectively, “You” or “Your”), with the Site and Services, which include resources and information about energy efficiency.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THIS WEB SITE OR THE SERVICES.

This Agreement sets out the legally binding terms of Your use of the Services and Your membership in the Services and may be amended, varied or modified by Project Neutral at any time and from time to time, all as set out below. Project Neutral may amend, modify or replace these Terms of Use at any time via a posting on the Site or an email to Users. If You continue to use the Site or Services following such a posting or email, such use will constitute Your acceptance of the amended Terms of Use as written. If You do not agree to the amended Terms of Use, You must discontinue Your use of the Site and/or Services.

REPRESENTATIONS AND ELIGIBILITY. You must be 18 years of age or older to become a Registered User (as defined below) of the Site. If You are under 18 years of age, You must have the consent of Your parent(s) and/or legal guardian(s). By using the Site, You represent and warrant to Project Neutral that You have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You may not authorize others to use Your membership or otherwise assign or transfer Your membership to any other person or entity without the express written consent of Project Neutral, which may be arbitrarily withheld. You further warrant and represent to Project Neutral that the information posted from time to time by You in Your profile (or otherwise) is posted by You and that You are the sole author of such posted information.

There may be times when we offer certain services in conjunction with Your utility or our other partners through co-branded Web sites (which are sometimes subdomains of the Site) (“Co-Branded Sites”). These Co-Branded Sites provide services to You by us and



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other partners. Both these Terms of Use and any legal terms of our partner(s) will govern Your use of the Co-Branded Sites, and each of our and our partner's privacy policy will also govern any information You provide on the Co-Branded Sites. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THE SITE OR USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SITE. YOU HEREBY AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO THIS AGREEMENT, TO CREATE OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS BETWEEN YOU AND US WITH RESPECT TO THIS AGREEMENT, AS FURTHER DETAILED IN THE SECTION "ELECTRONIC COMMUNICATIONS", BELOW.

Project Neutral may, at its sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. It is Your responsibility to check these Terms of Use for changes prior to use of the Site, and in any event, Your continued use of the Site following the posting of changes to these Terms of Use constitutes Your acceptance of any changes. We will notify You of any such material changes by posting notice of the changes on the Site, and/or, in Project Neutral's sole discretion, by email.

USERS. You may simply browse the Site (a "Visitor"), or You may become a registered user of the Site ("Registered User"). Certain features of the Site are limited to Registered Users. In the event You register for our Site or otherwise provide us with information on the Site or Services, You agree to only provide us with true, accurate, current and complete information. If we believe or suspect that Your information is not true, accurate, current or complete, we may deny or terminate Your access to the Site or Services (or any portion thereof). Visitors are not required to provide us information, but if You do so, You agree that any such information will be true, accurate, current and complete information. Visitors agree not to attempt to access Registered User areas of the Site.

REGISTRATION. To become a Registered User, You must register with us on the portion of the Site designated for the household survey, at which point You must provide Your household surname, email address and additional information and select a password (Your "Account Credentials"), which You may not transfer to or share with any third parties. If someone accesses our Site or Services using Your Account Credentials, we will rely on those Account Credentials and will assume that it is really You or Your representative who is accessing the Site and Services. You are solely responsible for any and all use of Your Account Credentials and all activities that occur under or in connection with Your account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Site and Your Account Credentials, including without limitation terminating Your access to the Site or Services, changing Your password, or requesting additional information to authorize activities related to Your registration. In no event and under no circumstances will Project Neutral be held liable to You for any



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liabilities or damages resulting from or arising out of (i) any action or inaction of Project Neutral under this provision, (ii) any compromise of the confidentiality of Your Account Credentials, and (iii) any unauthorized access to or use of Your Account Credentials. Please notify us immediately at hello@projectneutral.org if You become aware that Your Account Credentials are being used without authorization.

From time to time, Project Neutral support staff (or its authorized agents) may log into Your Account in order to maintain or improve the Services, including, without limitation, to provide You with technical assistance and You hereby acknowledge and consent to such access. Project Neutral (or its affiliates or associates) may from time to time send a Registered User certain marketing messages to the email identified during the registration of the Registered User's account. If a Registered User does not wish to receive such marketing messages, he or she may opt out by updating her or his Registered User profile. Under no circumstances shall a Registered User opt out of receiving administrative notices from Project Neutral.

If in becoming a Registered User, You agree to allow Project Neutral access to Your utility account(s), You authorize Project Neutral to track Your historical and ongoing utility data (collectively, the "Data") from the utility provider identified by You during Your account registration process.

OWNERSHIP. You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site or Services ("Our Technology") are: (i) copyrighted by us and/or our licensors under Canadian and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants You any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to these Terms of Use. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos ("Marks") of Project Neutral or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by these Terms of Use.

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YOUR CONTENT. To the extent permitted through any Services, You may have the ability to post, submit, email or otherwise make available on the Site or through the Services certain information, text or materials (“Your Content”). You are entirely responsible for each individual item of Your Content. As between You and us, You retain ownership and any intellectual property rights in any copyrighted materials that are contained in Your Content. You grant us a non-exclusive, royalty-free, fully paid, fully sublicenseable, worldwide license, under any and all of Your copyright and other intellectual property rights related to Your Content, to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works and otherwise use Your Content. You agree that any of Your Content or any derivative works thereof may be disseminated, distributed, publicly displayed, reproduced, used, sublicensed, posted, or published by us, and searched, displayed, printed or otherwise used or exploited by our customers, except that information You submit directly to us relating to Your interest in a job opening with Project Neutral will be used and disclosed in accordance with our Privacy Policy. You represent and warrant that Your Content will not:

1. Infringe the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
2. Violate the privacy, publicity, or other rights of third parties;
3. Violate any other law, statute, ordinance or regulation, including laws regarding anti-discrimination and false advertising;
4. Be false or inaccurate or becomes false or inaccurate at any time;
5. Be or contain material that is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;



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6. Disclose or provide information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
7. Misrepresent Your identity in any way;
8. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, Data or Personal Information (as defined in our Privacy Policy);
9. Advocate or encourage any illegal activity;
10. Have the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers;
11. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to the Site or through the Services;
12. "Frame" or "mirror" any part of the Services, without Project Neutral's prior written authorization and You will not use meta tags, links or code or other devices containing any reference to Project Neutral or the Site or the Services in order to direct any person to any other Web site for any purpose; or
13. Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion or aspect of the Site or the Services or cause others to do so.

Project Neutral reserves the right to report to any appropriate authority any behavior which it (in its sole discretion) believes is unlawful or in bad faith.

Though we strive to enforce these rules with all of our Users, You may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You access the Site and Services at Your own risk. We may, but are not obligated to, remove Content from the Site for any reason, including if we determine or suspect that such Content violates these Terms of Use. We are merely acting as a passive conduit for such distribution and we take no responsibility for Your exposure to Content on the Site or through the Services whether it violates our content policies or not. Our discussion forums may be public, so others may read Your question or comments. Please respect the confidentiality of others.

GENERAL RULES OF USER CONDUCT. It is our goal to make access to our Site and Services a good experience for all of our Users. You agree not to, and represent and warrant that You will not:

1. Use, reproduce, duplicate, copy, sell, resell or exploit: (a) any portion of the Site or Services; (b) Your use of the Site or Services, or (c) Your access to the Site or Services, in each case for any purpose other than for which the Site or Services are being provided to You;
2. Conduct or promote any illegal activities while using the Site or Services;
3. Upload, distribute or print anything that may be harmful to minors;



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4. Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Site;
5. Attempt to gain access to secured portions of the Site or Services to which You do not possess access rights;
6. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
7. Use the Site or Services to generate unsolicited email advertisements or spam;
8. Use the Site or Services to stalk, harass or harm another individual;
9. Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
10. Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
11. Use any robot, spider, other automatic device, or manual process to extract, “screen scrape”, monitor, “mine”, or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;
12. Impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; or
13. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

TERM OF AGREEMENT. This Agreement will remain in full force and effect while You use the Site and/or are a Registered User. Project Neutral may terminate Your membership for any reason at any time without notice to You. If Project Neutral terminates Your membership in the Services for breach of this Agreement, You will not be entitled to any total or partial refund of any fees (as may be applicable) relating to Your membership or use of the Services. Following termination of this Agreement for any reason whatsoever, You agree to remain bound by the terms and conditions of this Agreement.

ENDING YOUR RELATIONSHIP WITH PROJECT NEUTRAL. If You want to terminate Your legal relationship with Project Neutral, You may do so by notifying Project Neutral at any time. Your notice should be sent via email to: hello@projectneutral.org or in writing to Project Neutral’s address at:

c/o Centre for Social Innovation - Annex, 720 Bathurst Street, Toronto, ON, M5S 2R4.

Without cost, charge or liability, Project Neutral may at any time, immediately upon notice to the email address provided by You as part of Your profile information, terminate this Agreement with You:



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1. if You have breached any provision of this Agreement (or have acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of this Agreement);
2. if Project Neutral in its sole discretion believes it is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful);
3. upon the date of general commercial availability of the Services; or
4. in the event that project Neutral ceases to provide the Site or the Services.

FEEDBACK. In the event that You provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Site or the Services (collectively “Feedback”), You agree we may use the Feedback to modify our Services and that You will not be due any compensation, including any royalty related to the product or service that incorporates Your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether You provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with You that provides otherwise.

PRIVACY. We know that Your privacy is important. For this reason, we have created a privacy policy (the “Privacy Policy”) that describes our collection, use and disclosure practices regarding any personal information that You provide to us. You can find the Privacy Policy at <http://www.projectneutral.org/privacy-policy>. The security of Your Personal Information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of Your Personal Information. However, You understand and agree that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. Project Neutral reserves the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of Your personal information. We may also report to other organizations about improper or unlawful User activities and this reporting may include disclosure of Personal Information relating to those individuals conducting such improper or unlawful activities.

MODIFICATIONS TO THE SITE OR SERVICES. We reserve the right to modify or discontinue the Site or Services with or without notice to You. We will not be liable to You or any third party should we exercise our right to modify or discontinue the Site and/or Services. If You object to any such changes, Your sole recourse will be to cease using the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate Your acknowledgement of such changes and satisfaction



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with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate Your access to the Site and Services at any time, for any reason, in our sole discretion. Please note that if Your access to the Site and Services is through Your employer, Your access will be terminated upon Your employer communicating to us that You are no longer an employee of such employer. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES.

THIRD PARTY CONTENT AND OTHER WEB SITES. Content from other Users, suppliers, advertisers and other third parties may be made available to You through the Site and/or the Services. Because we do not control such content, You agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, currency, suitability or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other Users, advertisers, and other third parties or violation of any third party rights related to such content. The Site and Services may contain links to Web sites not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such Web sites. You understand that by using the Site and/or Services You may be exposed to third party Web sites that You find offensive, indecent or otherwise objectionable. We make no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party Web sites, products or services accessible by hyperlink or otherwise from the Site or Services. We provide these links for Your convenience only and we do not control such Web sites. Our inclusion of links to such Web sites does not imply any endorsement of the materials on such third party Web sites or any association with their operators. The Site and Services may contain links to Web sites that are operated by us but which operate under different terms of use. It is Your responsibility to review the privacy policies and terms of use of any other Web site You visit. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU IN CONNECTION WITH ANY WEB SITES, CONTENT, MATERIALS, PRODUCTS, SERVICES OR PRACTICES OF ANY THIRD PARTY.

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LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RELATING TO PROJECT NEUTRAL ACCESSING YOUR UTILITY ACCOUNT ON YOUR BEHALF USING ACCOUNT INFORMATION WHICH YOU HAVE PROVIDED TO US, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED BY US, OUR PARTNERS OR ANY THIRD PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT WEB SITES OR ANY OTHER WEB SITE LINKED TO OUR SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability



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will be the minimum permitted under such applicable law. Without limiting the foregoing, under no circumstances will we or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless Project Neutral, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) that such parties may incur as a result of or arising from: (i) Your use of the Site or Services, including Your Content (except to the extent prohibited by law); (ii) Your violation of these Terms of Use; (iii) Your violation of any rights of any other person or entity; or (iv) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by You into the Site or Services.

RELEASE. You hereby release Project Neutral, its officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims and actions of any kind including, without limitation, personal injuries, death and property damage, that is either directly or indirectly related to or arises from Your use of the Site.

ELECTRONIC COMMUNICATIONS. We can only give You the benefits of our Services by conducting business through the Internet, and therefore we need You to consent to our giving You Communications (as defined below) electronically. This Section informs You of Your rights when receiving Communications from us electronically. For contractual purposes, You (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures and other communications (“Communications”) that we provide to You electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of Your interactions and transactions with us. The foregoing does not affect Your non-waivable rights. You may also receive a copy of these Terms of Use by accessing the Site. You may withdraw Your consent to receive Communications electronically by contacting us in the manner described below. If You withdraw Your consent, from that time forward, You must stop using the Site and Services. The withdrawal of Your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between You and us prior to the time You withdraw Your consent.



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GENERAL TERMS. You are responsible for compliance with all applicable laws. The Terms of Use and the relationship between You and Project Neutral will be governed by the laws of the Province of Ontario, without giving effect to any choice of laws principles that would require the application of the laws of a different country or province. Any legal action, suit or proceeding arising out of or relating to the Agreement, or Your use of the Site or Services must be instituted exclusively in the federal or provincial courts located in Toronto, Ontario and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. These Terms of Use are personal to You, and You may not transfer, assign or delegate Your rights and/or duties under these Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of Your obligations hereunder. The paragraph headings in these Terms of Use, shown in boldface type, are included only to help make these Terms of Use easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms of Use constitute the complete and exclusive agreement between You and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of the Terms of Use will be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect.

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