

General Terms & Conditions (GTC)



1. Terms of Service

IMPORTANT— PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY THE Green Steps ARK, (“ARK” OR “WE” OR “US”).

THIS IS A BINDING AGREEMENT BETWEEN YOU AND THE ARK. BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS.

IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE THE SERVICES.

What is this saying?

Before using, you need to be at least 12 years old and agree to these terms. Adults need to agree on behalf of their children younger than 12 years of age. The ARK is a platform which links learners and facilitators of education for sustainable development around the world.

Please continue to learn about the rules and restrictions that govern your use of the ARK website(s) and all other products, services and applications made available by the ARK from time to time (collectively, the “Services”). This Agreement includes the terms in this document, as well as ARK’ Privacy Policy.

Will these terms ever change?

Yes. We constantly try to improve our Services, so we may update this Agreement as we offer new and improved Services. We may modify this Agreement at any time, but we will do our best to bring this to your attention by posting a notice on the Services or notifying you by email or by some other means.

If you don’t agree with the new terms, you may reject them but unfortunately you will no longer be able to use the Services. Your use of the Services in any way following notification by the ARK constitutes your acceptance of the terms and conditions as

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modified.

We may suspend or discontinue any part of the Services, or we may introduce new features, impose limits on certain features or restrict access to parts or all of the Services at any time. We'll do our best to provide you notice when we make a material change to the Services that would adversely affect you.

You represent and warrant to US that:

1. you are at least 12 years old; 2. all registration information you submit is accurate and truthful; 3. you will maintain the accuracy of such information; 4. if you're agreeing to this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to agree to this Agreement on the organization or entity's behalf and bind them to this Agreement (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection, use of, and access to the Services, including ensuring that you have permission to communicate with anyone you choose to interact with through the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions. What is this saying? We work hard to improve the ARK experience for you, so our terms may change from time to time. We will update you when we make significant changes. Before continuing to use ARK, it will be important to review and agree to any changes.

Privacy

We take the privacy of our users very seriously. Please read our Privacy Policy What is this saying? Another important document to look at is our Privacy Policy, which outlines what personal information ARK collects from you and how we use that information to provide our service.

2. Fees and Payment; Responsibility for Usage Charges

Access to and use of the ARK itself is free for participants of activities unless otherwise indicated. Through the ARK, you may be able to access and use products or services operated by other individuals or companies who are not affiliated, not employed or

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controlled by US (such as, a payment platform to request and/or make payments). If you use any of these products or services, you must review and agree to the additional terms and conditions and privacy policy, as well as pay any applicable fees required to use those products. Any information you agree to provide will be governed by that business' privacy policy. Note that, by using the Services, you may receive e-mail or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.

3. Registration and Security

As a condition to using Services, you may be required to register with US by selecting a password and providing your name and a valid email address. Alternatively, you may register using a third party entity that has your profile (such as Wechat, LinkedIn, Google or others). You will provide US with accurate, complete, and updated registration information. You may not:

Select or use the name or email of another person with the intent to impersonate that person; or use a name subject to any rights of any person other than you without appropriate authorization. WE reserve the right to refuse registration of or to cancel an ARK account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without OUR prior written consent. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to state and federal penalties and other legal consequences. The ARK reserves the right, but will have no obligation, to investigate your use of the Services in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request. What is this saying? The security of your account is very important to us. Please keep your password safe, use your real name and create your own account before using the ARK.

4. Our Restrictions and Responsibilities

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You warrant, represent and agree that you will not contribute any Content or otherwise use (or encourage anyone else to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any other third party;
- violates any law, statute, ordinance or regulation;

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- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by US;
 - jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
 - attempts, in any manner, to obtain the password, account, or other security information from any other user;
 - violates the security of any computer network, or cracks any passwords or security encryption codes;
 - runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
 - “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
 - copies or stores any significant portion of the Content;
 - decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services (or the products of the ARK’s third party service providers).
 - The ARK reserves the right to terminate access of any third-party application or service to our published or unpublished APIs. The ARK reserves the right (but does not have the obligation) to remove any Content from the Services at any time, for any reason (including, but not limited to, if we receive claims or allegations from individuals, companies or authorities relating to that Content or if the ARK is concerned that you may have breached the foregoing restrictions), or for no reason at all.
 - You, not the ARK, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise provide using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Content to ARK and to grant ARK the rights to use such information as provided herein. You will be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You will be responsible for ensuring that such equipment or ancillary services are compatible with the Services. You will be responsible for

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withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

What is this saying about Security and Safety?

We are serious about security and safety. If you don't follow our Guidelines or these Terms of Use, we may need to remove any inappropriate content or deactivate your account. If you see someone violating our Guidelines or Terms of Use, please contact us immediately at ark@greensteps.me. We need your help to keep the ARK community safe!

5. Copyright Dispute Policy

Under the Digital Millennium Copyright Act (the "DMCA"), online service providers such as the ARK have the right, but not the obligation, to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To learn more about the DMCA, [click here](#). What is this saying? See something that belongs to you, but someone else posted it? You can let us know by using our Copyright Dispute Policy.

6. Third Party Service Providers

The Services may contain links to third party websites, products or services that are not owned or controlled by the ARK ("Third Party Services"). When you access Third Party Services, you do so at your own risk. The ARK encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third-Party Service that you visit or use. The ARK has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third-Party Services. In addition, the ARK will not and cannot monitor, verify, censor or edit the content of any Third-Party Services. By using the Services, you expressly relieve and hold harmless the ARK from any and all liability arising from your use of any Third-Party Services. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with

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any online or offline transaction with any third parties. You agree that the ARK will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between ARK users, or between ARK users and any third party, you understand and agree that ARK is under no obligation to become involved.

In the event that you have a dispute with one or more other users, you hereby release ARK, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

While using ARK, you may be able to access or use third party services that aren't part of our product (such as Wechat, Odoo, Youku, LinkedIn, Instagram, YouTube, Flickr, etc.). We can't be held responsible for the content of services or any issues that arise.

7. Warranty and Disclaimer

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE ARK BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

What This Is Saying?

The ARK is a communication tool which drives technology for social and environmental good. While we are here to support you and have stated our intentions in our WHITE PAPER, we are not liable for anything that happens because of our service.

8. Termination

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by deleting your account in your account settings tab or by contacting us at ark@greensteps.me.

Note, if you become a Participant through an Organization, and you request that ARK delete your account, ARK may notify the Organization (and the Admins of the Organization of the classes or groups you are in of your deletion request. ARK may

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disable or terminate your access to the Services or your account at any time, for any reason (for your violation of any term of this Agreement or without cause), and without warning or notice, which may result in the forfeiture of all information associated with your account. Upon termination of your account, your right to use the Services and any Content will immediately cease; however, ARK may retain messaging data or other data and information pursuant to this Agreement, as necessary for auditing purposes, and as required by law. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. All done? You can delete your ARK account online at any time.

9. Choice of Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the European Union without regard to the conflict of laws provisions thereof, unless a state's law's explicitly require that any legal disputes are governed by the laws of that state. Any dispute arising from or relating to the subject matter of this Agreement will be finally settled in small claims court or by arbitration in the European Union or in a location that is reasonably convenient for you, using the official language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS.

If you cannot afford or otherwise do not want to pay arbitration filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this arbitration provision enforceable. By agreeing to these terms, you acknowledge that you may not participate in a class action in court or in arbitration, either as a class representative, class member or class opponent. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR TO A JURY TRIAL. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made

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to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. What is this saying? We want you to have a great experience on the ARK. But, if you are dissatisfied with our Services, we will discuss in arbitration to resolve any issues.

10. Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. The ARK will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the ARK's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with the ARK's prior written consent. The ARK may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind the ARK in any way whatsoever.