



Last Updated: September 3, 2024

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.**

**BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE PLACING AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, AND THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, OR (ii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR PRODUCTS BY APPLICABLE LAW.**

These terms of sale (these "**Terms**") apply to the purchase and sale of products through app.3degreesinc.com ("**Site**"). These Terms are subject to change by 3Degrees Group, Inc. (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any products that are available through this Site. Your continued use of this Site or purchase of products after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our [Privacy Policy](#) before placing an order for products through this Site (see PRIVACY section).

- 1. Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. In the event an order is not accepted, a refund shall be issued to your original purchase method (e.g., credit card, bank transfer).
- 2. Prices and Payment Terms.**
  - a. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes. All such taxes and charges will be added to your total price, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
  - b. Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept approved credit cards and bank transfers for all purchases. You represent and warrant that (i) the credit card or bank account information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card or bank account for the purchase, (iii) charges incurred by you will be honored by your credit card company or bank, and (iv) you will pay charges incurred by you at the posted prices, and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.
- 3. Delivery of Product.** Upon successful completion of your purchase: (1) a certificate of sustainability will be delivered to the email address you provided during checkout; (2) the product(s) purchased shall be registered on an electronic tracking system (an "ETS") or registry if they were not already on an ETS or registry; (3) the product(s) will be retired on an ETS or registry on your behalf; and (4) a delivery document will be sent to the email address you provided during checkout once the product is retired, on or before April 15 of the following reporting year. Please ensure the email address you provide is accurate. If you do not receive the email containing your delivery document within the specified timeframe, please check your spam folder before contacting us. We are not responsible for non-delivery of the product due to an incorrect email address provided by you.
- 4. Refunds.** All sales are final. No refunds, cancellations or exchanges will be issued for any reason whatsoever.
- 5. Warranty and Disclaimers**
  - a. The availability of products through our Site does not indicate an affiliation with or endorsement of any product, service, or business. Accordingly, we do not provide any warranties with respect to the products offered on our Site.
  - b. **OTHER THAN AS SET FORTH IN THE FIRST SENTENCE OF SECTION 3, ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
  - c. **SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.**
- 6. Indemnification.** You will indemnify, defend and hold us harmless from and against any losses, costs, damages, demands, penalties, claims, or liabilities made by others arising from or out of (i) any event, circumstance, act or incident arising out of or relating to your obligations under these Terms, (ii) any marketing or other public assertions about any product purchased under these Terms; and (iii) any claims relating to the products, except to the extent arising from our sole negligence, gross negligence or willful misconduct..
- 7. Limitation of Liability.**

- a. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**
  - b. **OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.**
8. **Products Not for Resale or Export.** You represent and warrant that you are buying products from this Site for your use only, and not for resale or export.
9. **Privacy.** We respect your privacy and are committed to protecting it. Our [Privacy Policy](#) governs the processing of all personal data collected from you in connection with your purchase of products through the Site.
10. **Force Majeure.** Where an event, or a series of related events, that is outside the reasonable control of the party affected, including without limitation tracking system failures, disasters, explosions, fires, floods, riots, terrorist attacks, and wars, (the "**Force Majeure Event**") gives rise to a failure or delay in either party performing its obligations under these Terms (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event upon prompt notice by the party claiming force majeure.
11. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
12. **Waiver of Jury Trials and Binding Arbitration.**
  - a. **YOU AND 3DEGREES GROUP, INC., ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND 3DEGREES GROUP, INC. ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**
  - b. The arbitration will be administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures. There shall be one arbitrator. The place of arbitration shall be San Francisco, California, and the language to be used in the arbitral proceedings shall be English. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any related dispute.
  - c. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
  - d. If any provision of this section 12 is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.
13. **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Assignment section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
14. **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of 3Degrees Group, Inc.
15. **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.
16. **Notices.**
  - a. **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to this Site. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
  - b. **To Us.** To give us notice under these Terms, you must contact us via email at [accountsupport@3degreesinc.com](mailto:accountsupport@3degreesinc.com) or by personal delivery, overnight courier or registered or certified mail to 235 Montgomery Street, Suite 320, San Francisco CA 94104. We may update the email address or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
17. **Severability.** If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
18. **Entire Agreement.** Our order confirmation, these Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.