

GENDER EQUITY INDEX PLATFORM TERMS OF USE AGREEMENT

IMPORTANT-READ CAREFULLY: This Terms of Use Agreement (the “Agreement”) is a legal agreement between you (“You,” “Your,” or “Yourself”) and The Partnership for Gender Equity (dba Equal Origins), a 501(c)(3) Washington, D.C. not-for-profit corporation (hereinafter referred to as “PGE”), pertaining to Your use of the Gender Equity Index Technology Platform (as defined in Section 3 below). This Agreement sets forth the terms and conditions for You to use the Gender Equity Index Platform and any related or successor site(s) thereto operated directly or indirectly by PGE.

1. INFORMATION AND OTHER SERVICES. The GEI Technology Platform is intended (a) to facilitate understanding of the link between gender equity, the quality of coffee and the well-being of coffee farming communities, (b) to provide information and educate the public about gender equity in agricultural supply chains, and (c) to address gender imbalances in agricultural supply chains, by providing resources and services, including, but not limited to Equal Origins Gender Equity Index (available at: <https://ge-eval.equalorigins.org>) (the “GEI”). The GEI Technology Platform may also give You the option to use interactive features, such as answering questions in a questionnaire, sharing Your experiences, downloading materials, and posting other information to the GEI Technology Platform. If You use any interactive feature of the GEI Technology Platform, whether such feature is currently offered or will be offered in the future, You may be subject to any additional terms and conditions related thereto. Neither the GEI Technology Platform nor PGE certifies the character of any GEI Technology Platform participants. To the extent permitted by law, including Title VI of the Civil Rights Act of 1964, as amended, PGE reserves the right to refuse service to anyone.

2. MINIMUM AGE REQUIREMENT. You affirm that You are at least 18 years of age, and are fully able and competent to agree to the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and to comply with this Agreement. Persons under the age of 18 are not permitted to use the interactive portions of the GEI Technology Platform, set up an account through the GEI Technology Platform or otherwise submit personal information to the GEI Technology Platform, or arrange for the services offered by the GEI Technology Platform.

3. THE GENDER EQUITY INDEX PLATFORM. This Agreement sets forth the terms and conditions for You to use <https://ge-eval.equalorigins.org>, and/or any related or successor site(s) to the foregoing site operated directly or indirectly by PGE, including, without limitation, any separate site(s) used by PGE for any side window, Q & A, bulletin board, or feedback posting, relating to any service offered by PGE, technical support, or hosting (singularly and collectively, the “Platform”). When using the GEI Technology Platform or any services or downloading any materials provided via the GEI Technology Platform, You agree to abide by any applicable posted guidelines for such services, which guidelines may change from time to time. **Should You object to any provision of this Agreement, or any subsequent modification thereto, or become dissatisfied with the GEI Technology Platform in any way, Your only recourse is to immediately discontinue use of the GEI Technology Platform.**

- (a) License. PGE hereby grants You a non-exclusive, revocable license to use the GEI Technology Platform and any materials provided via the GEI Technology Platform solely for Your own personal use, subject to and as set forth in this Agreement only upon the express condition that You accept each provision of this Agreement and provided that: (i) You will not reproduce, copy, distribute, or make derivative works of the GEI Technology Platform (except for the limited right to download a personal copy of the Equal Origins Gender Equity Index Report (the “Report”)), or any other materials from the GEI

Technology Platform, in any medium without PGE's prior written consent; (ii) You will not alter or modify any part of the GEI Technology Platform; and (iii) You will otherwise act in accordance with the terms and conditions of the Agreement and in accordance with all applicable laws. By accessing or otherwise using the GEI Technology Platform, You acknowledge and accept that You will be legally bound by this Agreement. **If You do not agree to any provision of this Agreement, PGE is unwilling to grant You this license and You must not access or otherwise use the GEI Technology Platform.**

- (b) Title and Copyright in the GEI Technology Platform. It is hereby understood and agreed that, as between You and PGE, PGE is the owner of all rights, title and interest, including, without limitation, all copyrights, in and to the GEI Technology Platform and any copies thereof, regardless of the media or form in which the GEI Technology Platform or copies thereof may exist. Except as expressly provided herein, You do not acquire any rights, title or interest to the GEI Technology Platform. The GEI Technology Platform and its component parts are licensed, not sold or given, to You by PGE. PGE reserves the right at any time and for any reason to modify or discontinue any aspect or feature of the GEI Technology Platform, including, but not limited to, Content (as defined below) or functionality. PGE hereby reserves all rights not expressly granted to You. You may not sell or otherwise commercially use any portion of the GEI Technology Platform, including any Content Posted (defined below) on the GEI Technology Platform, or any part thereof. The GEI Technology Platform is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties.
- (c) NO WARRANTIES. THE GEI TECHNOLOGY PLATFORM, INCLUDING ALL FEATURES, MATERIALS AND INFORMATION INCLUDED THEREIN, IS FURNISHED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, PGE, ON BEHALF OF ITSELF AND ITS TECHNICAL SUPPORT/MAINTENANCE PROVIDERS, CONTRACTORS, DISTRIBUTORS, ADVERTISERS, AND SUBLICENSEES, SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GEI TECHNOLOGY PLATFORM AND ANY FEATURES, MATERIALS AND INFORMATION INCLUDED THEREIN. YOU EXPRESSLY ASSUME ALL RISK RESULTING FROM SUPPORT/MAINTENANCE SERVICES (WHETHER PERFORMED IN WHOLE, IN PART, OR NOT AT ALL), OR FROM ANY VIRUS, DOWNLOADED MATERIAL, HARMFUL COMPONENT, DOWNLOADED VIA THE GEI TECHNOLOGY PLATFORM, OR THROUGH ANY OTHER USE OF THE GEI TECHNOLOGY PLATFORM OR ANY SITE OR SERVER THROUGH WHICH THE GEI TECHNOLOGY PLATFORM IS AVAILABLE, INCLUDING, WITHOUT LIMITATION, AT WWW.GENDERINCOFFEE.ORG. YOU SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY AND TRANSMISSION OF ALL DATA ENTERED, AND FOR ANY DAMAGE THAT RESULTS FROM OR IS IN CONNECTION WITH USE OF THE GEI TECHNOLOGY PLATFORM.
- (d) Substance of Content; Waiver of Rights. You acknowledge and understand that when using the GEI Technology Platform, You may be exposed to Content (as defined below) from a variety of sources and that PGE is not responsible for the accuracy, usefulness, or safety of such Content (as defined below). You further acknowledge and understand that You may be exposed to Content (as defined below) that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against PGE with respect thereto.

4. GEI TECHNOLOGY PLATFORM USE.

- (a) Account Information Security, Identity, and Data Storage. To access, use, and/or otherwise participate in certain interactive aspects of the GEI Technology Platform, users may be required to create an account. Your password and login information are for Your use only. You are responsible for maintaining the confidentiality of Your account information and similar personal information (“**Account Information**”), including Your password and username, and for restricting access to Your computer or mobile device. If You disclose Your password to anyone or share Your account with another person or persons, You take full responsibility for their actions. PGE cannot guarantee the security of Your Account Information and shall not be liable in any way for any compromise of Your Account Information. PGE will not be liable for Your losses caused by any unauthorized use of Your account, and You may be liable for the losses of PGE or others due to such unauthorized use.
- (b) Account Information; Username and Organization. All information You provide during the registration process must be accurate. By creating an account, You agree to the following:
- (i) You shall not register under the name of a person other than Yourself;
 - (ii) You shall not choose a username for the purposes of, or that results in, deceiving or misleading others or PGE as to Your true identity;
 - (iii) You shall not choose a username that could reasonably be considered offensive;
 - (iv) You shall not choose a username for the purpose of solicitations; and
 - (v) You shall not choose a username that infringes on the intellectual property or any other rights of any person.
 - (vi) You shall identify your organization type as appropriate given the existing categories of ‘Service Provider’ which includes all trading companies, development organizations, government extension service providers and similar companies; and ‘Producer Organization’ which includes farmer cooperatives, associations, unions and all similar organizations.

If PGE has any reason to suspect that any Account Information is false, incomplete, or expired, PGE may, in its sole discretion, suspend or revoke such user’s account and prohibit such user from current or future use of the GEI Technology Platform.

- (c) PGE Community Standards. While using the GEI Technology Platform, You are a part of PGE’s community, which may include, without limitation, bulletin boards, feedback boards, and polls regarding use of the GEI Technology Platform and its services that allow You and other users to post information and provide feedback. You agree to respect the rights of other users as described in this Agreement.
- (d) Content. As used in this Agreement “**Content**” means content of any kind, including text, images, or other media, and “**Platform Content**” means any and all text, information, and similar materials provided or used by PGE, including information provided in connection

with the free online questionnaire (the “**GEI Questionnaire**”). To “**Post**” means to post on, transmit through, link from, upload, transfer, disseminate, distribute, facilitate distribution, and/or make available through, the GEI Technology Platform.

- (i) Responsibility for Posted and Third-Party Content. You understand and agree that all Posted Content is the sole responsibility of the person(s) who Posted such Content, that unless otherwise expressly provided such Posted Content is non-confidential, and that You choose the use the GEI Technology Platform at Your own risk. You are entirely responsible for all Content that You Post. You understand that PGE does not control, and is not responsible for, Content Posted by users of the GEI Technology Platform. You further understand that You may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that You must evaluate and bear all risks associated with the use of any Content, and that under no circumstances will PGE be liable in any way for any loss or damage of any kind incurred as a result of the use of any Content.
- (ii) No Advertising. You agree that You will not promote, advertise, solicit, or sell any services or products, or promote Yourself or Your business, on the GEI Technology Platform, in any form or manner. You agree that You will not use any information found anywhere on the GEI Technology Platform for advertising, promotional, or solicitation purposes, except with the express authorization of PGE.
- (iii) Platform Content. You understand and agree that You are solely responsible for all Content that You Post. Such Platform Content may be used for PGE to conduct analysis related to gender equity, issue a GEI Report, and make available such GEI Report to others. The GEI Report will be publicly made available and/or privately shared with Roasting and Trading Companies, with the prior written consent of the person(s) who Posted such Platform Content. Upon receipt of a written request to remove or discontinue use of any Posted Platform Content, PGE shall remove such Platform Content within ten (10) business days. Notwithstanding the foregoing, PGE shall retain the indefinite right to use de-identified Platform Content for research, analysis, data consolidation, and data aggregation activities, and may share such de-identified Platform Content with third parties. You hereby grant to PGE a revocable (as provided in this section), perpetual, transferable, non-exclusive license to use any Platform Content that You Post for the purposes stated in this section.
- (iv) Prohibited Content. You shall use the GEI Technology Platform for lawful and permitted purposes only. Transmission of any Content in violation of any applicable regulation or law is prohibited. You shall not Post Content that: (1) violates any law or regulation; (2) is defamatory or libelous; (3) is harmful, threatening, abusive, harassing, vulgar, obscene, intimidating, profane, pornographic, hateful, racially, ethnically or sexually discriminatory or otherwise objectionable in any way or that otherwise violates any right of another; (4) encourages conduct that would violate any obligation under this Agreement; (5) restricts or inhibits any other user from using the GEI Technology Platform; (6) is or amounts to an unsolicited advertisement, promotion, or other form of

solicitation; (7) impersonates any person or entity or that directly or indirectly attempts to gain unauthorized access to any portion of the GEI Technology Platform or any computer, software, or data of any person, organization or entity that uses or accesses the GEI Technology Platform; (8) provides or creates links to external sites that are inconsistent with the terms of this Agreement; (9) is intended to harm, exploit, solicit, or collect personally identifiable information of, any individual under the age of 18 (“**Minor**”) in any way; (10) invades anyone’s privacy by attempting to harvest, collect, store, or publish private or personally identifiable information without their foreknowledge and willing consent or distributes or contains viruses or any other technologies that may harm the GEI Technology Platform or any of its users; (11) is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from the rightful owner to post the material and to grant PGE all of the license rights granted herein; and/or (12) contains or promotes an illegal or unauthorized copy of another person’s copyrighted work.

- (v) Copyrighted Material. To the extent that You Post any copyrighted Content, You hereby warrant that You own or have legal permission to use (including, without limitation, the right to Post) all Content that You Post. You shall respect the copyrights of others and only Post Content that You own or have legal permission to use (including, without limitation, the right to Post). PGE will ban repeat offenders and reserves the right to terminate the access of any user and ban use of the GEI Technology Platform after a single violation.
- (vi) Viruses. You shall not knowingly or negligently Post any Content that contains viruses or other computer programming defects. Each computer You use to access the GEI Technology Platform shall have updated anti-virus software protecting it.
- (vii) Spamming. You shall not directly or indirectly use the GEI Technology Platform for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process. “**Spam**” or “**Spamming**” means any attempt to use a mailing list for the purpose of sending to a person or persons an unsolicited message, including, but not limited to, any advertisements.
- (viii) Reuse of Content. Any collection, aggregation, copying, harvesting, duplication, display or derivative use of the GEI Technology Platform or Posted Content, or any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose is prohibited unless expressly permitted by PGE in writing.
- (ix) Notwithstanding the foregoing, PGE grants the operators of public search engines permission to use spiders to copy materials from the GEI Technology Platform for the sole purpose of creating publicly available searchable indices of the materials. PGE reserves the right to revoke these exceptions generally or in specific cases.

- (x) Screening and Removal of Content. You acknowledge that, although PGE may or may not screen Content, PGE has the right (though not the obligation) in its sole and absolute discretion to screen, refuse to Post, reject, edit, remove or otherwise filter any Content including, without limitation, any Content that PGE believes violates any term of this Agreement or for any other reason.

5. FEES AND PAYMENT. You may be required to pay fees to PGE in order to use certain functionality of the Services (“**Service Fees**”). You are responsible for paying any applicable Service Fees listed on the Services at the time of purchase. All fees are non-refundable, to the fullest extent under the law. Service Fees may be recurring. If such Service Fees are specified to be recurring on the Services, You agree that PGE may charge such Service Fees on a periodic basis to the payment method You specify at the time of Your initial purchase (Your “**Payment Method**”). By using a Payment Method to pay Service Fees, You are expressly agreeing that PGE is authorized to charge to the Payment Method the Service Fees and any other fees for additional services You may purchase, together with any applicable taxes. If the Payment Method is a credit card, You acknowledge that we may seek pre-authorization of Your credit card account prior to Your purchase to verify that the card is valid and has the necessary funds or credit to complete the purchase. You acknowledge and agree that any fees for the Services may increase at any time. Additional fees may apply for new features or additions to the Service that may be made available from time to time, in which case PGE will provide You with notice in advance of charging the additional fees. In the event PGE charges additional fees in connection with the Services, You will have an opportunity to review and accept the additional fees that You will be charged, prior to being charged. If You do not accept any such additional fees, PGE may discontinue Your access to the Services. You acknowledge and agree that PGE may use third party payment processors to process Service Fees on PGE’s behalf, and that PGE will not be held liable for any errors caused by such third party payment processors.

6. PROHIBITING GEI TECHNOLOGY PLATFORM ACCESS, COMPLAINTS, AND INVESTIGATION. PGE reserves the right to prohibit use of the GEI Technology Platform by any user who, in PGE’s sole and absolute discretion, violates any provision of this Agreement. Such prohibition may occur without notice to the user. If You believe a user is violating this Agreement, please contact us at program@equalorigins.org. PGE reserves the right to investigate any suspected violation of this Agreement and may gather information from the user(s) and/or complaining party, if any, and examine any Posted Content. In addition to PGE’s foregoing investigation rights, You hereby expressly authorize PGE to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers, network or computing facilities and/or any other third party in order to enforce this Agreement or comply with any applicable law. Such cooperation may include, without limitation, PGE providing Your username, IP address, or other identifying information.

7. LINKS TO OTHER WEBSITES. The GEI Technology Platform and materials posted on the GEI Technology Platform may contain links to other Internet sites, which are not owned, operated, controlled, or reviewed by PGE. These links are provided solely as a courtesy and convenience to You. PGE exercises no control over the information, opinions, accuracy, copyright, trademark, compliance, or legality of the material contained on those sites and does not sponsor, endorse, or evaluate the content, proceeds, materials, opinions, products or services contained on such sites. PGE specifically disclaims any and all liability from damages, which may result from accessing any third-party site linked to the GEI Technology Platform, or from reliance on any information or content contained in such third-party site.

8. CHANGES TO THE AGREEMENT. PGE reserves the right to change, modify or otherwise alter the terms and conditions of this Agreement after providing written notice to users of such amendment by posting notice of the amendment on the GEI Technology Platform home page or by providing such other notice as PGE deems appropriate. Users shall have the right to accept or reject the amended Agreement, provided that if a user rejects the amended Agreement, such user shall no longer have any right to use the GEI Technology Platform or participate in any relationship through the GEI Technology Platform. The most recent version of this Agreement may be accessed at any time at the GEI Technology Platform.

9. COPYRIGHT INFRINGEMENT TAKE DOWN PROCEDURE. Pursuant to the Digital Millennium Copyright Act of 1998 (“DMCA”), PGE has established policies for dealing with alleged and actual copyright infringement. If You believe that Your work has been copied and posted on the GEI Technology Platform in a way that constitutes copyright infringement, please send the following information to our copyright agent, listed below (see 17 U.S.C. § 512(c)(3) for further detail): (i) a description of the copyrighted work that You claim has been infringed; (ii) a description of where the allegedly infringed material is located on the GEI Technology Platform; (iii) a written statement that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (iv) Your address, telephone number, and email address so that PGE is able to contact You; (v) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and (vi) a statement by You, made under penalty of perjury, that the information in Your report is accurate and that You are the copyright owner or authorized to act on the copyright owner’s behalf. A statement by You comprised of the foregoing points is referred to herein as the “Notice.”

PGE’s designated Copyright Agent to receive Notice of claimed infringement is: Copyright Compliance Department c/o PGE, 2020 Pennsylvania Ave. NW #382, Washington, D.C. 20006, email: copyrightagent@genderincoffee.com, telephone: 1-202-657-5788.

You acknowledge that if You fail to comply with all of the requirements, Your Notice may not be valid. PGE will remove any infringing material, subject to the counter-notice and put-back procedures outlined in the DMCA. Notwithstanding PGE’s instructions above, You are solely responsible for ensuring that any Notice You provide to PGE complies with the provisions of the DMCA.

10. TERM. This Agreement shall continue for as long as You use the GEI Technology Platform, or until terminated by PGE, whichever occurs first.

11. DISCONTINUATION OF THE SERVICES; TERMINATION.

- (a) PGE reserves the right to permanently or temporarily amend or discontinue Your access of the GEI Technology Platform at any time, in PGE’s sole discretion, without notice to You. To the fullest extent permitted under applicable law, PGE will not be liable for any change to or any discontinuation of the Services, provided that if PGE ceases to operate the Services and terminates Your access to the Services accordingly, You will be entitled to a pro-rated refund of any fees that You have paid for use of the Service.
- (b) PGE may immediately terminate this contract with You and suspend or terminate Your access to the Services for any or no reason at any time without notice, including but not limited to, if You fail to comply with any provision of this Agreement. Upon termination of Your access to the Services, or termination of this contract, PGE may at our option delete any data associated with Your account.

12. LIMITATION OF LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL PGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CONTRACTORS, AFFILIATES, SUBSIDIARIES, AGENTS, ATTORNEYS, WEB DEVELOPERS, TECHNICAL SUPPORT/MAINTENANCE PROVIDERS, DISTRIBUTORS, ADVERTISERS, LICENSORS, SUBLICENSEES, AND/OR ASSIGNS BE LIABLE FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND INCLUDING, WITHOUT LIMIT, ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, COST OF COVER, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE GEI TECHNOLOGY PLATFORM, INCLUDING WITHOUT LIMITATION, YOUR PARTICIPATION IN ANY INTERACTIVE ASPECT OF THE GEI TECHNOLOGY PLATFORM AND YOUR USE OF ANY INFORMATION PROVIDED ON OR IN CONNECTION WITH OR OBTAINED FROM THE GEI TECHNOLOGY PLATFORM, EVEN IF PGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INDEMNITY. IN CONSIDERATION OF BEING PERMITTED TO USE THE GEI TECHNOLOGY PLATFORM, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PGE, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CONTRACTORS, AFFILIATES, SUBSIDIARIES, AGENTS, ATTORNEYS, WEB DEVELOPERS, TECHNICAL SUPPORT/MAINTENANCE PROVIDERS, DISTRIBUTORS, ADVERTISERS, LICENSORS, SUBLICENSEES, AND/OR ASSIGNS, FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, AND COURT COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU POST, YOUR USE OF THE GEI TECHNOLOGY PLATFORM, INCLUDING WITHOUT LIMITATION, YOUR PARTICIPATION IN ANY INTERACTIVE ASPECT OF THE GEI TECHNOLOGY PLATFORM, YOUR USE OF ANY INFORMATION PROVIDED ON OR IN CONNECTION WITH OR OBTAINED FROM THE GEI TECHNOLOGY PLATFORM, YOUR VIOLATION OF THIS AGREEMENT, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

14. ARBITRATION. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

In order to expedite and control the cost of disputes, PGE and You agree that any legal or equitable claim, dispute, action or proceeding arising from or related to Your use of the GEI Technology Platform or this Agreement (“**Dispute**”) will be resolved by arbitration if You and PGE are unable to reach agreement through negotiation of the dispute. This applies to all Disputes, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, even if the Dispute arises after the termination of this Agreement. Arbitration is a less formal proceeding than a lawsuit in a court, does not involve a judge or jury, and may allow for less discovery than in a court. An arbitration is conducted by a neutral arbitrator. An arbitrator can award the same types of relief that a court can, such as damages, but a decision from an arbitrator can be subject to very limited review by a court. YOU UNDERSTAND AND AGREE THAT YOU AND PGE ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW.

- (a) Exceptions to Arbitration Agreement. Despite this arbitration agreement, both You and PGE will still be able to: (a) bring an individual action in small claims court; (b) bring an individual action seeking injunctive relief in a court of law; (c) bring suit regarding intellectual property infringement; and (d) bring issues to the attention of federal, state, or local agencies, which may result in legal action.

- (b) Opt-Out of Arbitration Agreement. You have the right to opt out of this agreement to arbitrate by contacting connect@genderincoffee.org within thirty (30) days of first accepting this Agreement. In Your request, please state that You decline the arbitration agreement in this Section, and provide Your full name and the e-mail address You used to register for the Services.
- (c) Notice of Dispute. In the event of a Dispute, You or PGE must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution, including any relief sought (a “**Notice of Dispute**”). You must send any Notice of Dispute by certified U.S. Mail or Federal Express (signature required) to PGE at 2020 Pennsylvania Ave. NW #382, Washington, D.C. 20006 and also via e-mail to connect@genderincoffee.org. PGE will send any Notice of Dispute to You by certified U.S. Mail or Federal Express (signature required) to Your address if we have it, or otherwise to Your e-mail address. You and PGE will attempt to resolve any Dispute through informal negotiation within thirty (30) days from the date the Notice of Dispute is sent. After thirty (30) days, You or PGE may commence arbitration.
- (d) Binding Arbitration and Governing Law. Any arbitration under this Agreement shall be conducted and finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by a sole arbitrator appointed in accordance with the ICC Rules. The arbitration proceedings shall be confidential and conducted in the English language. The seat of the arbitration shall be the City of New York, New York, United States of America, and all hearings shall be conducted in the City of New York, New York, United States of America. The sole arbitrator shall resolve the dispute in accordance with, and subject to the terms of, the English version of this Agreement, which Agreement shall be the exclusive basis for resolving any dispute arising between You and PGE. Any award issued by the arbitrator shall be final and binding upon You and PGE and shall not be subject to appeal. You and PGE agree that a judgment recognizing and enforcing such award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court over the You and PGE or their assets for purposes of recognizing and enforcing the award. You and PGE agree that service of all process in any such arbitration proceeding may be made as provided in section 14(c)¹.
- (e) Class Action Waiver. TO THE FULLEST EXTENT OF THE LAW, YOU AND PGE AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND NEITHER YOU NOR PGE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- (f) Filing Period. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE UNDER THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR IN AN ARBITRATION PROCEEDING. The one-

¹ Note to client: This section number will be incorrect once you add the “Privacy Policy” section (Section 9). Please update as required.

year period begins when the events giving rise to the Dispute first occur. If a claim is not submitted within one year, it is permanently barred. This period can only be extended by the written consent of both parties. No statutes or provisions of law that would toll or otherwise affect the time in which a party may bring a claim shall operate to extend the period limited in this Section, and any such statutes and provisions are hereby waived, to the fullest extent permitted by law.

- (g) Modifications. You have the right to reject any changes to this arbitration provision, except for a change to PGE’s contact information. You may reject a change by sending us written notice within 30 days. This will result in Your account on the GEI Technology Platform being immediately terminated. Note that this arbitration provision, as it was prior to the rejected changes, will remain in effect.
- (h) Enforceability. If the waiver of class actions above is found unenforceable, or this entire section is found unenforceable, then this entire section will be null and void. If that happens, You and PGE agree that the any Dispute will be brought in U.S. District Court, in the location and with governing law specified above in reference to arbitration..

15. GENERAL. This Agreement sets forth the entire agreement and understanding of You and PGE relating to the subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. Except as provided in Section 8 above, no modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing signed by each party hereto. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. PGE’s failure to act with respect to a breach or breaches by You or any third party does not waive PGE’s right to act with respect to a subsequent or similar breach or breaches. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement.

BY USING THE GEI TECHNOLOGY PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.

9.² PRIVACY POLICY. PGE has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is explicitly incorporated into this Agreement.

The Privacy Policy is located at: www.equalorigins.org/privacy

For information about our data protection practices, please see our Privacy Policy. By using the GEI Technology Platform You acknowledge and agree that PGE may access, preserve, and disclose

² Note to client: In a future version, insert the privacy policy as Section 9, following the “Changes to the Agreement” section. In the “Binding Arbitration and Governing Law” section, change the reference to Section 14(c) to 15(c).

Your Account Information and any Posted Content associated with that Account if required to do so by law or in a good-faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including the investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of PGE, its users and the public. PGE will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

You acknowledge and understand that the technical processing and transmission of the GEI Technology Platform, including Your Posted Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.