

Terms and Conditions

Agreement Between User And Cleaner Earth Project

The network of Web Sites (collectively, the "CEP Web Sites") operated by The Cleaner Earth Project or its affiliates or subsidiaries ("RGI", "Earth Bin Club" or "Cleaner Earth Kids"), is comprised of various Web sites and Web pages. The CEP Web Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the CEP Web Sites constitutes your agreement to all such terms, conditions, and notices. Your use of a particular CEP Web Site included within the CEP Web Sites network may also be subject to additional terms outlined elsewhere on that Web Site (the "Additional Terms"). Additionally, the CEP Web Sites may themselves contain additional terms that govern particular features or offers (for example, sweepstakes or chat areas). In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular CEP Web Site, then these terms shall control.

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEB SITE (this "Site"). By accessing or using this Site, you agree to these terms of use, conditions and all applicable laws. If you do not agree to these terms you may not use this Site.

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Modification of these Terms.

The Cleaner Earth Project reserves the right to change the terms, conditions, and notices under which the CEP Web Sites are offered, including but not limited to the charges associated with the use of the CEP Web Sites. You are responsible for regularly reviewing these terms and conditions.

Use of Site. Personal and Non-Commercial Use Limitation.

Unless otherwise specified, the CEP Web Sites are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the CEP Web Sites.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download and print hard copy portions of the material from the different areas of the Site solely for your own noncommercial use, or to place an order with The Cleaner Earth Project or to purchase Cleaner Earth Project products. Any other use of materials on this Site, including but not limited to the modification, reproduction, distribution, republication, display or transmission of the content of this Site, without prior written permission of the Cleaner Earth Project is strictly prohibited.

Harassment in any manner or form on the Site or any of the CEP Web Sites, including via e-mail and chat or by obscene or abusive language is strictly forbidden. Impersonation of others, including a Cleaner Earth Project employee, host, or representative or other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization.

Copyrights and Trademarks.

The entire content included in this Site, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright laws, and is the property of the Cleaner Earth Project. The collective work includes works that are licensed to the Cleaner Earth Project. Copyright 2009, 2010. ALL RIGHTS RESERVED. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to the Cleaner Earth Project, or other respective owners that have granted the Cleaner Earth Project the right and license to use such Marks.

Notices And Procedures For Making Claims Of Copyright Infringement.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Web Site's designated agent. **ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.**

The Cleaner Earth Project respects the intellectual property of others, and we ask our users and visitors to do the same. The Cleaner Earth Project will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, The Cleaner Earth Project will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Cleaner Earth Project the following information. Please be advised that to be effective, the Notification must include ALL of the following:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address and all other information reasonably sufficient to permit the Cleaner Earth Project to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

By Mail:

The Cleaner Earth Project
Legal/IP Division
1185 Bayshore Drive
Englewood, Florida 34223

By Email: *(please include "notice of infringement" in the subject line)*

Legal@CleanerEarthProject.org

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE CLEANER EARTH PROJECT THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

Typographical Errors.

In the event a Cleaner Earth Project product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, the Cleaner Earth Project shall have the right to refuse or cancel any orders placed for product or service listed at the incorrect price. The Cleaner Earth Project shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, the Cleaner Earth Project shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination.

These terms and conditions are applicable to you upon your accessing the Site and/or completing the registration or shopping process. These terms and conditions, or any of them, may be modified or terminated by the Cleaner Earth Project without notice at any time for any reason. The provisions relating to Copyrights and Trademarks, Disclaimer, Claims, Limitation of Liability, Indemnification, Applicable Laws, Arbitration and General, shall survive any termination.

User Participation.

The Cleaner Earth Project does not and cannot review all communications and materials posted to or created by users accessing the Site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user generated content on the Site, the Cleaner Earth Project is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, the Cleaner Earth Project reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) violates any law or regulation or (e) offensive or otherwise unacceptable to the Cleaner Earth Project at its sole discretion. Note that any personally identifiable information you may post or transmit will be treated by the Cleaner Earth Project in accordance with the Cleaner Earth Project's [Privacy Statement](#).

User Submissions.

Except for any personally identifiable information we may collect from you under the guidelines established in our [Privacy Statement](#), any material, information or other communication you transmit, upload or post to this Site ("Communications") will be considered non-confidential and non-proprietary. The Cleaner Earth Project will have no obligations with respect to the Communications. The Cleaner Earth Project and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes.

User Chat Rooms/Message Boards and Social Media.

The Cleaner Earth Project may, but is not obligated to, monitor or review any areas on the CEP Web Sites or CEP utilized outside social networks, including but not limited to Twitter and Facebook, on where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. The Cleaner Earth Project, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, trademarks, libel, privacy, obscenity, or otherwise.

Third Party Links.

In an attempt to provide increased value to our visitors, this Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "External Sites"). However, even if the third party is affiliated with The Cleaner Earth Project, the Cleaner Earth Project has no control over these

linked sites, all of which have separate privacy and data collection practices, independent of the Cleaner Earth Project. The Cleaner Earth Project has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such web sites. These linked sites are only for your convenience and therefore you access them at your own risk. Links do not imply that Cleaner Earth Project sponsors, endorses, is affiliated with or associated with, or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such External Sites. Nonetheless, the Cleaner Earth Project seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). You should contact the Site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

Claims.

Each claim or statement about the effectiveness of Cleaner Earth Project products and/or each claim or statement comparing the effectiveness of Cleaner Earth Project products to the effectiveness of other products is expressly limited to the United States, unless otherwise disclosed on the Site.

Disclaimer.

The Cleaner Earth Project makes no warranties or representations about the accuracy or completeness of this Site's content or the content of any site or External Sites.

The Cleaner Earth Project does not filter advertisements or other content that children may view through our sites or "hot-linked" sites, and they could receive content and materials from the Internet and/or advertising that are inappropriate for children. We encourage parents and guardians to spend time online with their children and to consider using an electronic filtering software.

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Limitation of Liability.

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Indemnification.

You agree to indemnify, defend, and hold harmless the Cleaner Earth Project, its officers, directors, employees, agents, licensors and suppliers (collectively the "Provider") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Internet account (including negligent or wrongful conduct), by you or any other person accessing the Site using your Internet account.

Applicable Laws.

Your use of any CEP Web Site shall be governed in all respects by the laws of the state of Florida, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to any CEP Web Site (including but not limited to the purchase of Cleaner Earth Project products) shall be in the state or federal courts located in Sarasota County, Florida. Any cause of action or claim you may have with respect to the Site (including but not limited to the purchase of Cleaner Earth Project products) must be commenced within one (1) year after the claim or cause of action arises. The Cleaner Earth Project's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. The Cleaner Earth Project may assign its rights and duties under this Agreement to any party at any time without notice to you.

The Cleaner Earth Project makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from locations outside Florida do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of U.S. export laws and regulations. Any claim relating to the materials shall be governed by the internal substantive laws of the State of Florida.

Arbitration.

By using this Site, you agree that the Cleaner Earth Project at its sole discretion, may require you to submit any disputes arising from the use of this Site, or these Terms and Conditions concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section.

Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

General.

The Cleaner Earth Project may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

Our Address.

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