

USER AGREEMENT and PRIVACY POLICY for Cute Lovable Teddy Bear Properties, LLC.'s Climate and Green Tech Blog Site

By visiting, submitting a proposed blog post, submitting an email address and/or in anyway interacting with Cute Lovable Teddy Bear Properties, LLC.'s Climate and Green Tech Blog Site, you agree to be bound by all the terms and conditions of this Agreement (and as may be amended from time to time.)

Definitions

YOU means a visitor, a submitter of a proposed blog post, a submitter of an email address and/or interactor with Cute Lovable Teddy Bear Properties, LLC.'s Climate and Green Tech Blog Site. In particular, YOU means yourself.

ACCOMMODATIONS TO THE DISABLED

Cute Lovable Teddy Bear Properties, LLC. has endeavored to do its best that this blog site be compliant for disabled individuals. The intention of Cute Lovable Teddy Bear Properties, LLC. is for this blog site to be compliant for disabled individuals. Despite the best of intentions, this blog site may not necessarily be compliant. Let Cute Lovable Teddy Bear Properties, LLC. know to make an accommodate in the manner specified below.

Disabled individuals are both encouraged and required to make use of technology that is readily available for disabled persons to utilize the Internet, including, but not limited to, by way of example, features in Microsoft Windows operating system for disabled persons and features in Adobe Acrobat for the disabled. As an additional accommodation, those who are disabled, and if not able to leave a message, then a care taker on your behalf, can have this web site read and described by telephone at a reasonable time. Please call 310-670-6737. If no one is available, leave a voice mail message to be called back in a reasonable amount of time. The voice mail is provided by a third-party vendor. The system is not perfectly reliable in that certain messages delivery is delayed in other messages are lost. If you get not back a telephone call then try again to call.

If you in any manner, way, shape or form consider, regard or believe that this blog site is in noncompliance with the American Disabilities Act, the California Unruh and Act (incorporating the American Disabilities Act) or any other similar law of any state or jurisdiction providing rights and/or remedies to disabled persons, then incumbent upon you is to send a letter by certified mail stating with particularity and with sufficient detail what it is that you regard as being deficient and/or not in compliance with the foregoing law. Thereafter, you are required provide a reasonable period of time to correct and/or to begin to undertake to correct what you regard as a deficiency and/or noncompliance. If a start is made to correct what you regard as a deficiency and/or

noncompliance and said correction cannot be completed within a reasonable time, for whatever subjective reason whatsoever, you will provide a reasonable extension to complete said correction.

Said Notice to be sent and delivered via certified mail to the Commercial Mail Receiving Agency Cute Lovable Teddy Bear Properties, LLC.'s at:

Attn: Cute Lovable Teddy Bear Properties, LLC.
74-710 Highway 111, Suite 102, Palm Desert, California 92260 .

Notices sent or delivered to the company headquarters and/or anywhere elsewhere than the above address are of no effect and force and are deemed as if it had never been sent.

By failing to strictly comply with the foregoing provision pertaining to notice, time to cure and correct and extensions of time to cure and correct, you wave, forever discharged in acquit any claim, demand, cause of the action, whether administrative or judicial, legal or equitable, sounding in tort, contract, statute, common law, equity and/or any other basis providing rights to the disabled for anytime between the beginning of time in the end of time.

FOR MAJORS ONLY

This blogsite is only for majors. In most jurisdictions in the United States, the age of majority is eighteen (18) years. Put another way, minors are unauthorized to enter, visit, view, post, submit an email or in any way to interact with this website. There is a limited exception for minors who are in high school or college in connection with an academic course under the tutelage of an instructor who is a major where there is received by Cute Lovable Teddy Bear Properties, LLC. a written certification of the foregoing by an instructor countersigned by a school administrative official, with both signatures notarized AND (in the conjunctive) a parental consent with a notarized signature. All activity by the minor on this blog site is deemed to have been done by the instructor in whose tutelage is the minor. Said instructor and parent are bound by the provisions of the Agreement. Said Certification and consent to be sent and delivered via certified mail to the Commercial Mail Receiving Agency for Cute Lovable Teddy Bear Properties, LLC.'s at:

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**UNENDORSED VIEWS OF CONTRIBUTORS and
CONTENT REGARDED AS INFRINGING A COPYRIGHT**

The blog site provides an educational forum on public issues and matters of public interests. This blog is provided by an internet service provider for sharing opinions, information and/or material posted by you and other third parties to this blog site. All posted statements, photos and other materials yourself and others are third party contributed user content. Posted content by yourself and others exclusively reflect the views of yourself and the other posters that contributed the content. Said content by yourself and others in no way reflects the views of and/or is endorsed by Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq. No responsibility and/or liability is assumed for any user content posted by you or any third party.

If you believe, assert or otherwise claim that any post or content on this blog site constitutes an infringement of your copyright, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act (the "Notification"), to our Designated Copyright Agent, who can be reached as follows:

Email: TakeDownNotice@BeingClimatic.com

and delivered via certified mailed to the Commercial Mail Receiving Agency for Cute Lovable Teddy Bear Properties, LLC.'s to at:

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Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following: (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address. (v) A statement that the complaining party has a good faith belief that

use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process. Please note that under Section 512(f) of the Digital Millennium Copyright Act, any person who knowingly and materially misrepresents that material is infringing may be subject to liability.

Terms

1. VISITING, SUBMITTING POSTS AND/OR INTERACT WITH THIS BLOGSITE IS AT YOUR OWN RISK AND FOR YOUR CONVENIENCE. You agree that visiting, viewing or in any way interacting with this blogsite is a voluntary and nonessential act on your part which is undertaken at your own risk and for your convenience.

Nothing in the blog site is to be relied upon as business, technical, medical, legal and/or any other kind of advice. No professional or commercial relationship of any kind, including, but not limited to a partnership, joint venture, employer-employee and attorney-client, is formed by posting, submitting an email and/or interacting in any manner with this blog site.

You assume total and complete responsibility for any damages, loss, injury and/or consequences that may occur to you from visiting this website. Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq., shall have NO (in the negative) liability to you, your successors, agents, heirs or assigns, and/or any other person or entity for general, special, incidental, consequential, indirect, exemplary or punitive damages of any kind, including, under any legal or equitable theory of liability, including, but not limited to, theories of tort, contract, statute or otherwise. Notwithstanding the foregoing, to whatever extent applicable law may allow a remedy or remedies, then you agree to limit those remedy or remedies for any and all claims arising out of or related to visiting, viewing or in any way interacting with this blog site to the time spent on the blog site actively viewing content multiplied by the minimum wage then in effect and that any greater or additional remedy is specifically waived.

2. SPECIAL ADDITIONAL RULES FOR BLOG POSTERS AND ANYONE ELSE WHO SUBMITS ANYTHING OF ANY SORT VIA EMAIL, UPLOAD, MAIL, CURRIER AND/OR OTHER MEANS OF DELIVER. You agree that your proposed blog post will be short (e.g., three paragraphs); the first sentence is a

headline for the post; there is a bio sentence and the post is freely downloadable to the public. Links are not allowable. You are welcome to include your business and contact information. Optionally, to accompany your blog post, please attach a graphic/image which has been placed in the public domain and is authorized to be downloadable by the public.

You further agree not to impart confidential, trade secrets and/or non-public proprietary information through the blog site or otherwise. Without detracting from the generality of the foregoing, there is a button to send an e-mail. If you choose to send an e-mail then, you are not to provide any nonpublic information about any technology, business process, legal matter and/or anything else that is private, a trade secret and/or otherwise proprietary in the contents of that e-mail. Nothing you submit shall be subject to any obligation of confidence on the part of Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq.

If you make a proposed blog post or submit anything else, you grant Cute Lovable Teddy Bear Properties, LLC.'s and all members of the public a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that blog and anything else submitted throughout the world in any media, and the right to use and display the name that you submit in connection with such blog post or anything else submitted. By posting a blog and/or submitting anything else, you represent and warrant that you own or otherwise control all of the rights to the blog post and/or anything else submitted and that the blog post and anything else submitted does not infringe anyone else copyrights and/or other intellectual property, disclose private information and disclose trade secrets.

This is an unmoderated website having nothing to do with any public entity that that is regulated by the First Amendment to United States Constitution or any other like law. Even though unmoderated, Cute Lovable Teddy Bear Properties, LLC.'s has the right in its sole discretion not to post or remove content that it, in its subjective view, regards as offensive, similar to comments that have already been posted, an attempt or offer to sell things directly from this blog site, attempt to solicit funds and/or are illegal. For the purpose of avoiding any misunderstanding, in succinct terms: No one has any right or guarantee to post anything.

If you submit any ideas, comments and/or suggestions for improving or changing the blogsite and/or otherwise provide valuable business information ("ideas"), you automatically grant (or warrant that the owner of such rights has expressly granted) to Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq. a royalty-free, nonexclusive, perpetual and

irrevocable right and license to use, reproduce, modify, publish and distribute such ideas or incorporate such ideas into any form or technology now known or later developed, and you waive any moral rights you may have in having the material altered or changed in a manner not agreeable to you.

3. AUGMENTING THE BELOW PRIVACY PROVISIONS, SPECIAL ADDITIONAL RULES FOR SUBMITTERS OF AN E-MAIL ADDRESS. If you take advantage of the feature of this block site that allows you to submit your email address, you are doing so with the intention of receiving and the grant of permission to receive communications via email, including, but not limited to, notices about new posts, newsletters and advertisements and promotions on books written, in whole or in part, by the principals of advertisers, including, but not limited to the IP and business Law Offices of Howard Hoffenberg.

4. INTELLECTUAL PROPERTY OF CUTE LOVABLE TEDDY BEAR PROPERTIES, LLC.'S AND ANY ADVERTISER ON THE SITE. Intellectual property laws may protect trademarks, trade slogans, text, essays, pictures, graphics, selection, placement, arrangement and/or other content of the web site. Supplementing your duties under the law, you contractually promise to act in an informed and knowing way so as to respect intellectual property rights Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq. All intellectual property remains with its owner and that by visiting, viewing or in any way interacting with this website, there is no transfer or grant of a license in any right, title, interest or ownership of any intellectual property.

5. DATA COLLECTION AND PRIVACY POLICY. This section of this Agreement augments the above and below provisions of this Agreement which pertain to privacy as well, and in particular, the above provision regarding providing an e-mail address and the use of those email addresses. At times, this blog site may place on your computer analytic cookies. This blog site collects data on traffic to this blog site. In particular, the total number of visitors, the number of unique visitors and number and frequency of visitations by repeat visitors. This collection may include, but is not limited to your devices Internet address, your network name, your domain name, your host for Internet access, the browser you used, your operating system and the date and time of your access. This blog site does not honor do not track requests.

This traffic data may or may not identify you. In accordance with rights that are provided to you by law, you can submit a request/demand to get a copy of traffic data on you and to edit, correct and/or delete traffic data on you, if any traffic data has been identified to you. Such requests/demands are to be sent and delivered via certified mail to the Commercial Mail Receiving Agency for Cute Lovable Teddy Bear Properties, LLC.'s at:

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6. **DISCLAIMERS OF ALL REPRESENTATION OF SERVICE AND/OR WARRANTIES.** You may access this blog site if and when it is available on the Internet. Cute Lovable Teddy Bear Properties, LLC.'s does not represent and/or guarantee availability of this blog site, any blog post and/or any other materials on this site. This site may be voluntarily taken down temporarily, may be taken down permanently, may be down involuntary do to technical reasons and/or be down for voluntary service, upgrades and/or other technical reasons. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO REPRESENTATIONS AS TO QUALITY OF SERVICE AND EXPRESS WARRANTIES ARE MADE AND ALL WARRANTIES OF MERCHANTABILITY AND OTHER IMPLIED WARRANTIES ARE WAIVED AND DISCLAIMED,** including, but not limited to (i) the blog site being available and/or providing uninterrupted, timely, secure, defect-free and/or error-free service and (ii) being free from viruses, worms, tracking cookies and/or other harmful or malicious components. In the event that there is a judgment on a claim, demand and/or cause of action that has not been disclaimed, has not been excluded, has not been waived and/or has not been released by you, to the maximum extent permitted by applicable law, in no event is there liability for any incidental, indirect, consequential and/or punitive damages and that any judgement be reduced to a maximum of \$20.00/per hour (or whatever be minimum wage) times the number of hours spent on the site and/or writing a blog up to a maximum of fifteen (15) hours.

7. **INDEMNIFICATION.** You agree to indemnify, defend, protect and hold harmless Cute Lovable Teddy Bear Properties, LLC.'s and any advertiser on the site, including, but not limited to the IP and Business Law Office of Howard L. Hoffenberg, Esq. from and against all losses, claims, and expenses (including attorneys' fees and costs) arising out of or relating to visiting, viewing or in any way interacting with this website.

8. **JURISDICTION AND OPERATION OF LAW.** Interacting in any manner with this web site does not establish jurisdiction and/or venue in any jurisdiction outside Riverside County of the State of California. Jurisdiction for any claim,

demand and/or cause of action arising out of or related to this blog site and/or this Agreement lies exclusively in Riverside County of the State of California. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

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