



ENVIRONMENTAL DEFENSE FUND
finding the ways that work

TERMS OF SERVICE

Carbon Offsets from Sterling Planet and CarbonOffsetList.org

Sterling Planet offers these carbon offsets from a new greenhouse gas reduction project located in South Carolina. This project is included on CarbonOffsetList.org, the Environmental Defense Fund's guide to credible, high-quality carbon offset projects. To make the list, the project passed an expert panel's review using the Environmental Defense Fund's stringent eligibility requirements and selection criteria:

The Greenville County project was developed in accordance with the Voluntary Carbon Standard, a robust global benchmark that guarantees project integrity and environmental value. These offsets are also unique in that they come from a U.S.-based methane project that has earned Green-e Climate certification.

Source Project Details	
Project Name:	Greenville County Landfill Gas Utilization Project
Location:	Greer, South Carolina
Start Date:	2007
Certification:	Voluntary Carbon Standard
Offsets Certification:	Green-e Climate
This project is included on CarbonOffsetList.org, Environmental Defense Fund's guide to credible, high-quality carbon offset projects.	

Buyers can be confident these high-quality offsets are real, representing actual emission reductions that have occurred. These offsets are additional, going beyond "business as usual". These offsets are permanent, backed by guarantees and fully retired once sold to prevent double counting. These offsets are also precisely measured, tracked and recorded. Green-e Climate upholds consumer protection and environmental integrity standards.

Product Content Label Sterling Climate Premium Carbon Offsets			
Project Type	Project Certification	Project Location	% of Product
Landfill Gas Utilization	Voluntary Carbon Standard	United States	100%
The emissions reductions supplied were created between January 2008 and July 2009.			
<p>This carbon offset offering is certified by Green-e® Climate, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service. For more information about Green-e® Climate, write Green-e®, PO Box 29512, San Francisco, CA 94129 or log onto www.green-e.org, or call toll-free 1-888-63-GREEN.</p> <p>This is a greenhouse gas (GHG) emission reduction product, also known as a carbon offset. An offset is a product that represents the real reduction of a specific quantity of GHGs. By purchasing this product, you alone have the right to all claims about the associated environmental benefits. Green-e Climate certified offsets are real, additional GHG emission reductions and a true environmental commodity, not a donation. By purchasing offsets, consumers stimulate market demand for GHG emission reduction projects, leading to more projects that can help mitigate the effects of atmospheric carbon buildup.</p>			

The Product Content Label represents the prospective mix of resources that will be used to supply your offset purchase. The actual percentages or metric tons of GHG emission reductions by type may vary by a small percentage. In the case of a significant variance, the

Seller of the Certified Product is obligated to provide you with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.

Enrollment and Payment - These carbon offsets are available for purchase at the Sterling Planet website, www.sterlingplanet.com. Alternatively, buyers may call Sterling Planet at 1 877 457 2306. Sterling Planet's price for Sterling Climate Premium carbon offsets are fixed at \$20 per metric ton of carbon dioxide equivalent. Monthly or one-time credit card billing options are available.

Change of Service - You may cancel your commitment at any time without any penalty. To change or cancel your account, call Customer Service at 1 877 457 2306. You may also write a letter requesting to cancel your purchase, addressed to Sterling Planet at 3500 Parkway Lane, Suite 500, Norcross, GA 30092.

Taxes and Laws - Except as otherwise provided in the agreement or by law, all taxes of any kind, nature and description, due and payable with respect to customer's performance of its obligations under this agreement, shall be paid by the customer. The parties' obligations under this agreement are subject to any validly issued present and future legislation, orders, rules or regulations of a duly constituted governmental authority having jurisdiction over this agreement or services provided.

Limitations on Liability - Sterling Planet will in no event be liable to you or to any other party for any consequential, punitive, indirect, exemplary or special damages, whether arising in tort, contract or under any other common law or statutory claim, in connection with the services that we provide. You will not be liable to us for any such damages in connection with service you receive. Sterling Planet shall not be liable for interruption or shortage of supply, nor any associated loss or damage resulting from causes outside our reasonable control.

Sterling Planet shall not be in breach of its obligations under these terms to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. These include, but are not limited to, unusually severe weather, fire, drought, flood, and support operations of independent suppliers or vendors.

Sterling Planet will not be liable for any lost profits. Our liability and yours is solely limited, to the extent allowed by law, to actual damages, not to exceed the value of any GHG emission reductions purchased, except in cases of gross negligence, willful misconduct or bad faith. These terms and any related agreements between you and Sterling Planet shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

Assignment - We may assign this agreement to another entity. We will provide you 30 days notice in the event of such an unlikely assignment.

Controlling Provisions - All matters affecting the interpretation of this Agreement shall be governed by and construed according to the laws of the State of Georgia. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED.

Should any part of this agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this agreement.

Questions regarding these terms or your service should be directed to Sterling Planet, 3500 Parkway Lane, Suite 500, Norcross, GA, 30092, 1 877 457 2306, or info@sterlingplanet.com

NOTE: All transactions resulting from this offer are exclusively between Sterling Planet and the purchaser. Environmental Defense Fund does not receive any monetary benefit from these transactions.