

CITSS #2 USER REGISTRATION FORM

ISD/CCPEB-138 (REV. 09/2020) PAGE 1 OF 4

Print this form (page) using your browser print function. After printing, you should close this window/tab (not your browser) to return to the CITSS application where you can select the print windows for the Checklist Form, User Registration Form, and Proof of Identity Form.

CITSS User Reference Code#:

This Form presents the User Registration information and the Terms and Conditions that you electronically accepted. You must print, sign, and submit this form electronically to CACITSSUserManagement@arb.ca.gov or by postal mail to the Jurisdiction Registrar along with the notarized #3 Proof of Identity Form and documents. California Air Resources Board (CARB) staff will review these documents and compare the information with your User Registration submitted in CITSS. If the information provided is inaccurate or incomplete, or the Jurisdiction Registrar cannot verify receipt of all required hard copy documents, CARB will deny your user application.

USER INFORMATION

Salutation:	Job Title:
First Name:	Organization:
Middle Name:	Department:
Last Name:	Telephone Number:
Suffix:	Telephone Extension:
Date of Birth:	Mobile Telephone Number:
Fax Number:	Email Address:
Email Language Preference:	

LOGIN INFORMATION

Jurisdiction:	User ID:
User Reference Code:	

PRIMARY RESIDENCE

Street Address 1:	Street Address 2:
City/State/Zip Code:	Country:

CITSS #2 USER REGISTRATION FORM

MAILING ADDRESS

Check box if mailing address is Same as Primary Residence <input type="checkbox"/>	
Street Address 1:	Street Address 2:
City/State/Zip Code:	Country:

CITSS USER TERMS AND CONDITIONS

ACCESS AGREEMENT AND TERMS OF USE FOR THE CITSS

Sign The Bottom Of The Page To Indicate Your Acceptance Of This Agreement.

Access to the Compliance Instrument Tracking System Service (CITSS) is subject to the terms and conditions set forth in this Access Agreement and Terms of Use (Agreement). You must accept this Agreement in order to access the CITSS application. Violation of this Agreement may result in loss of access to CITSS and, if warranted, civil or criminal prosecution under state, provincial, or federal law.

This Agreement is between the State of California, California Air Resources Board (CARB) and each registered California user of Compliance Instrument Tracking System Service (User). The agreement sets forth the terms of use of CITSS. CARB provides User with access to the CITSS software application, for registering entities and holding compliance instrument. User understands and agrees that CITSS is provided "AS IS" and without any warranty, as set forth below in greater detail.

1. CITSS USE

- 1.1. CARB and WCI, Inc. hereby grant to User, and User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-exclusive and non-transferable right to access CITSS via the world-wide-web or the internet at times when the software and servers are available and operating.
- 1.2. User further acknowledges that it is not authorized to and may not possess or distribute any or all parts of the CITSS software, including its source codes, and program components. User is not authorized to install, run or operate CITSS on User's or third-party computers or servers.
- 1.3. User solely responsible for ensuring that all information, data, text, or other materials that User provides to CARB or WCI, Inc. through use of CITSS (Content) are true, accurate, and complete and comply with CARB's requirements for the compliance with the cap-and-trade program under the California Cap on Greenhouse Gas Emission and Market-Based Compliance Mechanisms (Regulation) (Title 17, California Code of Regulations (CCR), Sections 98000 et sq.).
- 1.4. User understands that CARB will retain and use the Content consistent with the applicable Regulation(s) and may disclose Content to the public to the extent the disclosure is required by California law or legal process, or to the extent that disclosure is not prohibited by California law.
- 1.5. CARB has included (as part of CITSS) security features including password protection to prevent a person other than the User from obtaining access through CITSS to User's Content. User understands that these security features depend on User protecting its password from disclosure to unauthorized persons. User also understands and acknowledges that despite security measures to prohibit unauthorized access to the Content through CITSS, unauthorized access could occur and in the event it does, CARB or WCI, Inc. may not be held liable for the unauthorized release of information, data, text or other materials that have been submitted to CARB using CITSS.
- 1.6. CARB does not endorse or provide support for software or web-based interfaces offered by third parties for purposes of submitting data to CARB. Use of a third-party interface or software product in order to access CITSS does not relieve the user of the need to ensure that information required by the applicable Regulation has been properly submitted to CARB and received by the applicable deadline and that all certifications required for use of CITSS have been submitted.

CITSS #2 USER REGISTRATION FORM

ISD/CCPEB-138 (REV. 09/2020) PAGE 3 OF 4

- 1.7. User is responsible for maintaining a copy of all data submitted to CITSS. The loss of electronic information, data, text, or other materials during use of CITSS or the unavailability of the CITSS system does not excuse User from the requirements in the applicable Regulation.

2. CITSS USER AGREEMENT

The permission granted in Section 1. above is expressly made subject to and limited by the following restrictions, in addition to the limitations and restrictions set forth in other sections of the Agreement.

- 2.1. User agrees not to access CITSS by any means than using internet browsers.
- 2.2. User further agrees that it shall NOT:
- a. Deliberately attempt to access any data, documents, email correspondence, or programs contained on systems for which User does not have authorization;
 - b. Engage in activity that may harass, threaten, or abuse others, or intentionally access, create, store or transmit material which may be deemed offensive, indecent or obscene, or that is illegal according to local, state, provincial, or federal law,
 - c. Engage in activity that may degrade the performance of CITSS;
 - d. Deprive an authorized user access to CITSS;
 - e. Obtain extra resources or login privileges beyond those authorized;
 - f. Circumvent CITSS security measures;
 - g. Violate copyright law of copyrighted material;
 - h. Attempt to disassemble, decompile or reverse engineer CITSS;
 - i. Attempt to create derivative works based on CITSS;
 - j. Attempt to copy, reproduce, distribute or transfer CITSS;
 - k. Provide access to CITSS to any third parties for any improper purpose;
 - l. Obtain for personal benefit, or engage in political activity, unsolicited advertising, unauthorized fund raising, or solicit performance of any activity that is prohibited by any local, state, or federal law.
- 2.3. User's right to access CITSS automatically terminates upon User's violation of any provisions of this Agreement.
- 2.4. User further agrees that it will immediately inform CARB or the CITSS administrator by emailing CACITSSHelpdesk@arb.gov or calling at 1-916-324-7659 if any of the following occurs:
- a. User observes any unauthorized access or misuse of CITSS;
 - b. User has any reason to believe that the security of their User ID, password, or security questions has been compromised;
 - c. User has any reason to believe that weaknesses in computer security, including unexpected software or system behavior, may result in unintentional disclosure of information or exposure to security threats.
- 2.5. User further agrees that:
- a. User will maintain the security of their CITSS User ID, password, and security questions for use of the CITSS;
 - b. User will not disclose their CITSS User ID, password, and security questions information to anyone;
 - c. User will maintain an active email account listed in the CITSS at which User can receive important notifications of changes related to User's personal information or transfers involving any general account or compliance account that User represents as a Primary Account Representative, Alternate Account Representative, Account Viewing Agent, or other CITSS User;

CITSS #2 USER REGISTRATION FORM

ISD/CCPEB-138 (REV. 09/2020) PAGE 4 OF 4

- d. Any submission User makes using CITSS has and will have the same legal effect as if it were made in hardcopy form certified by User's handwritten signature.
- 2.6. If at any time, User determines it is no longer able or willing to abide by the terms of this Agreement, User shall immediately cease all use of CITSS and promptly notify CARB or the CITSS administrator in writing of its determination so that CARB or the CITSS administrator may formally suspend or revoke the User's access to the CITSS.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS REQUIRED BY APPLICABLE LAW, THIS SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS. WITHOUT WARRANTIES OF ANY KIND. CARB SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, OR ANY WARRANTIES REGARDING THE CONTENTS OR ACCURACY OF THE SOFTWARE.

4. LIMITATION ON LIABILITY

Except to the extent required by applicable law, in no event is CARB or WCI, Inc. liable to User on any legal theory for damages of any kind arising from the use of or the inability to use the CITSS, even CARB or WCI, Inc. has been advised of the possibility of such damages. The unavailability of, or problems with the use of CITSS, does not excuse User from the reporting and compliance deadlines in the applicable Regulation.

5. COPYRIGHT AND PROPRIETARY INFORMATION

User shall not permit any person who is not registered as a User to access the CITSS and shall not copy, reproduce or distribute, or allow any other person to copy, reproduce or distribute, the CITSS, in whole or in part, without CARB's prior written consent.

6. TERM

This Agreement commences upon User's acceptance of this Agreement and access to the CITSS for the first time. The Agreement shall terminate upon User's written notification to CARB under Section 2.5 of this Agreement or upon other termination or discontinuation of User's access to the CITSS, except that Sections 3, 4 and 5 survive any termination of this Agreement. CARB reserves the right to terminate this Agreement at any time, subject to the exception that Sections 3, 4, and 5 survive any termination of this Agreement.

7. GOVERNING LAW AND GENERAL PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The failure of CARB to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provisions, and the other provisions of the Agreement remain in full force and effect.

This Agreement is not intended to modify and cannot modify any provision in the applicable Regulation, including the California Cap on Greenhouse Gas Emission and Market-Based Compliance Mechanisms. If any part of this Agreement is found to conflict with any provision(s) in the applicable Regulation(s), the applicable Regulation(s) shall control.

This Agreement constitutes the entire agreement between User and CARB with respect to use of the CITSS. There are no understandings, agreements or representations with respect to the software program that are not specified in this Agreement. This Agreement may only be modified in a writing signed by User and the Executive Officer of the CARB.

Print Name:	Date:
Signature:	