

Washington State Climate Commitment Act

CITSS User Registration Form

Form ECY 070-681



Publication Information

This document is available on the Department of Ecology's website at:
<https://apps.ecology.wa.gov/publications/SummaryPages/ECY070681.html>

Contact Information

Air Quality Program

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ADA Accessibility

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

To request an ADA accommodation, contact Ecology by phone at 360-407-6800, email at melanie.forster@ecy.wa.gov, or visit <https://ecology.wa.gov/accessibility>. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's website for more information.

Language Services

The Department of Ecology offers free language services about our programs and services for people whose primary language is not English. We can provide information written in your preferred language and qualified interpreters over the telephone.

To request these services, or to learn more about what we can provide, contact Ecology by email at melanie.forster@ecy.wa.gov.

CITSS User Registration Form

(User Registration Form #2)

This form is provided as an example only. The User Registration Form is generated in CITSS. Please download the completed form from [CITSS](#) after you submit your online user registration. If you have not completed your user registration in CITSS, go to <https://www.wci-citss.org/> and select User Registration in the left menu (see the [New User Registration & User Profile Management Guide](#) for instructions). If you need help accessing your User Registration Form in CITSS or have questions about registration, contact the Jurisdiction Registrar at RegistrarCCA@ecy.wa.gov.

CITSS User Reference Code: _____

This form includes the user registration information and the Terms and Conditions that the user enters into CITSS.

User Information

Title: _____

First Name*: _____

Middle Name: _____

Last Name*: _____

Suffix: _____

Date of Birth*: _____

Job title: _____

Organization: _____

Department: _____

Telephone*: _____

Extension: _____

Mobile Telephone: _____

Fax: _____

Email*: _____

Email Language Preference*: _____

Login Information

Jurisdiction*: _____

User ID*: _____

User Reference Code*: _____

*required field

Primary Residence:

Street 1*: _____

Street 2: _____

City*: _____

State/Province: _____

Region: _____

Postal Code*: _____

Country*: _____

Mailing Address:

Street 1*: _____

Street 2: _____

City*: _____

State/Province: _____

Region: _____

Postal Code*: _____

Country*: _____

CITSS User Terms and Conditions

CITSS ACCESS AGREEMENT AND TERMS OF USE

SIGN AT THE BOTTOM OF THE PAGE TO CONFIRM 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 software application. Violation of the terms or conditions of this agreement may result in denial or loss of access to CITSS and, if warranted, civil or criminal prosecution under local, state, provincial, or federal law, as applicable.

This Agreement is between the State of Washington, Department of Ecology (Ecology) and each registered Washington user of the Compliance Instrument Tracking System Service (User).

This Agreement sets forth the terms of use of CITSS. Ecology provides User with access to the CITSS software application, for use in registering entities for auctions and holding and trading compliance instruments.

User's acceptance of this Agreement serves as confirmation that User understands and agrees that access to CITSS is provided "AS IS" and without any warranty, as set forth below in greater detail.

1. CITSS Use

1.1 Ecology 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 acknowledges that User is not authorized to and may not possess or distribute any or all parts of the CITSS software application, including its source codes and program components. User further acknowledges that User is not authorized to install, run, or operate CITSS on User's or third-party computers or servers.

1.3 User is solely responsible for ensuring that all information, data, text, or other materials that User provides to Ecology or WCI, Inc.

through use of CITSS (collectively referred to as Content) is true, accurate, and complete and that such Content complies with all applicable requirements associated with the cap-and-invest program under the Climate Commitment Act (CCA), Chapter 70A.65 RCW, and the CCA Program Rule, Chapter 173-446 WAC, (collectively referred to as CCA Requirements).

1.4 User understands that Ecology will retain and use the Content consistent with the applicable CCA Requirements. User further understands that Ecology may disclose Content to the public to the extent the disclosure is required by state or federal law or legal process, or to the extent that the Content is not market-sensitive information and disclosure is not prohibited by state or federal law.

1.5 Ecology has included (as part of CITSS) security features including password protection to prevent a person or party other than the User, Ecology, or WCI, Inc. from obtaining access through CITSS to User's Content. User understands that the effectiveness of these security features depends on User protecting its password from disclosure to unauthorized persons. User also understands and

acknowledges that despite the security measures that have been included to prohibit unauthorized access to the Content through CITSS, unauthorized access could occur. In the event such unauthorized access does occur, User understands that Ecology, the State of

Washington, and WCI, Inc. may not be held liable for the unauthorized release of information, data, text, or other materials that have been submitted to Ecology using CITSS.

1.6 User understands that Ecology does not endorse or provide support for the use of software or web-based interfaces offered by a third party for purposes of submitting information, data, text, or other materials to Ecology. Use of a third-party interface or software product in order to access CITSS does not relieve User of the obligation to ensure that all information required by the applicable statute or regulation has been properly submitted to Ecology and received by the applicable deadline and that all certifications required for use of CITSS have been submitted.

1.7 User is responsible for maintaining a copy of all Content submitted to Ecology through the use of CITSS. User understands that the loss of electronic information, data, text, or other materials during use of CITSS or the unavailability of the CITSS system does not relieve User of the obligation to comply with all applicable CCA Requirements.

2. CITSS User Agreement

The access 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 this Agreement:

2.1 User agrees that it shall not access CITSS by any means other than using internet browsers.

2.2 User further agrees that it shall NOT:

- a. Access (or deliberately attempt to access) any information, data, text, documents, email correspondence, or other materials or programs contained on the CITSS system for which User does not have authorization to access;
- b. Engage in activity that may harass, threaten, or abuse other persons or parties;
- c. Intentionally access, create, store, or transmit material which may be deemed offensive, indecent or obscene, or that is illegal to possess or transmit according to applicable local, state, provincial, or federal law;
- d. Engage in activity that may degrade the performance of CITSS;
- e. Deprive (or deliberately attempt to deprive) another authorized user of that user's access to CITSS;
- f. Obtain (or deliberately attempt to obtain) login privileges beyond those authorized;
- g. Circumvent (or deliberately attempt to circumvent) CITSS security measures;
- h. Violate copyright law of copyrighted material;
- i. Attempt to disassemble, decompile or reverse engineer CITSS;

- j. Attempt to create derivative works based on CITSS;
- k. Attempt to copy, reproduce, distribute or transfer CITSS;
- l. Provide access to CITSS to any third parties for any improper purpose; or
- m. Engage in (or solicit the performance of) any activity that is prohibited by any applicable local, state, provincial, or federal law.

2.3 User agrees that User's right to access CITSS will automatically terminate upon User's violation of any provision of this Agreement.

2.4 User further agrees that it will immediately inform Ecology and the CITSS administrator, by e-mail or telephone, 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 its User ID, password, or security question(s) 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 its CITSS User ID, password, and security questions for use of CITSS;
- b. User will not disclose its CITSS User ID, password, and security questions information to anyone;
- c. User will maintain an active email account listed in CITSS at which User can receive important notifications of changes related to

User's personal information or transfers involving any account that User represents as a Primary Account Representative, Alternate

Account Representative, Account Viewing Agent, or other CITSS User;

- d. Any submission User makes using CITSS has and will have the same legal effect as if it were made in hardcopy form and 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 and conditions of this Agreement, User shall immediately cease all use of CITSS and promptly notify Ecology and the CITSS administrator in writing of its determination so that Ecology or the CITSS administrator may formally suspend or revoke the User's access to 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. THE STATE OF WASHINGTON, THROUGH ECOLOGY, 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

4.1 Except to the extent required by applicable law, in no event may Ecology, the State of Washington, or WCI, Inc. be held liable under any legal theory for damages of any kind arising from the use of CITSS or the User's inability to use CITSS for any reason, regardless of whether Ecology or WCI, Inc. has been advised of the possibility of such damages. The unavailability of, or problems with the use of CITSS, does not relieve User of the obligation to comply with all applicable CCA Requirements.

5. Copyright and Proprietary Information

5.1 User shall not permit any unauthorized person or party to access CITSS.

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<https://demo-branch.citssdev.com/user/print/7629?refCode=QX53CRZHK132> 4/4

5.2 User shall not copy, reproduce, or distribute CITSS, or allow any other person to copy, reproduce, or distribute CITSS, in whole or in part, without Ecology's and WCI, Inc.'s prior written consent.

6. Term

This Agreement becomes effective upon User's acceptance of this Agreement by clicking Accept Terms and signing the User Registration Form. The Agreement shall terminate upon User's written notification to Ecology under Section 2.6 of this Agreement or upon other termination or discontinuation of User's access to CITSS, except that Sections 1.5, 3, 4, and 5 survive any termination of this Agreement and remain in effect in perpetuity. Ecology reserves the right to terminate this Agreement at any time, subject to the exception that Sections

1.5, 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 Washington. The failure of Ecology 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 of applicable local, state, provisional, or federal law, including the CCA Requirements. If any part of this Agreement is found to conflict with any CCA Requirements, the CCA Requirements shall control.

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

Name: _____

Signature: _____

Date: _____