

Washington State Climate Commitment Act

CITSS Cross-Jurisdiction User Form

Form ECY 070-694



Publication Information

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Language Services

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CITSS Cross-Jurisdiction User Form

This form is for individuals with existing user accounts in the Compliance Instrument Tracking System Service (CITSS). Users must complete this form if you completed user registration with a jurisdiction other than Washington State and would like to serve as a Primary Account Representative (PAR), Alternate Account Representative (AAR), or Account Viewing Agent (AVA) for an entity in the Washington State cap-and-invest program.

Section 1.0 Personal Identification

Information in this section should match information in your CITSS user account. Information marked with an asterisk (*) is required.

User Information

First Name*: _____

Middle Name: _____

Last Name*: _____

Date of Birth*: _____

Job Title: _____

Organization: _____

Telephone #: _____

Telephone extension: _____

Mobile telephone #: _____

E-mail address*: _____

Login Information

Original Jurisdiction of Registration*: _____

User ID*: _____

User Reference Code*: _____

Primary Residence

Street 1*: _____

Street 2: _____

City*: _____

State/Province*: _____

Postal Code*: _____

Country*: _____

Mailing Address

Use primary address

Street 1*: _____

Street 2: _____

City*: _____

State/Province*: _____

Postal Code*: _____

Country*: _____

Section 2.0 Proof of Identity Documentation and Notarization

By signing and submitting this form, you agree to allow the jurisdiction in which you are already registered to share your user registration and proof of identity documentation with Ecology. Ecology requires an attestation from a notary completed within the last three months, stating that the notary has established the identity of the individual and verifying the authenticity of the copies of the identity documents. If you completed your initial user registration more than three months ago, you will have to resubmit proof of identity documents to Ecology with a new attestation from a notary.

Ecology requires identity documents to verify the following information. One document must be a government-issued photo identification with your name and date of birth.

- Legal name
- Date of birth
- Photo
- Primary residence address
- Open bank account in the U.S.

2.1 Identity and Address Verification

The following table includes examples of documents you can submit for identity and address verification. You may use a combination of documents to prove your identity. Contact Ecology at RegistrarCCA@ecy.wa.gov if you have questions about acceptable identity documents.

Identity Document	Legal Name ¹	Date of Birth	Photo	Address
Federal, State, or Tribal-Issued ID	✓	✓	✓	✓
U.S. Driver's Permit or License	✓	✓	✓	✓
U.S. or Foreign Passport Book or Card	✓	✓	✓	
U.S. Military ID Card	✓	✓	✓	
U.S. Work Visa with Photo	✓	✓	✓	
U.S. Permanent Resident Card	✓	✓	✓	
An immigration and naturalization service form	✓	✓	✓	
U.S. or Foreign Birth Certificate	✓	✓		
Home Utility or Service Bill	✓			✓
Mortgage, Deed, Title, Property Tax Documents	✓			✓
Selective Service Card	✓	✓		✓
Lease Agreement	✓			✓
Homeowner's or Renter's Insurance Policy	✓			✓
W-2 or Form 1099	✓			✓
Auto Insurance Policy or Vehicle Registration	✓			✓
Letter Attesting to Residence in Alternate Housing *	✓			✓

* Contact Ecology for eligible alternate housing. Must be provided on company letterhead with phone number.

¹ If there is an instance where your documents display different legal names, you may provide name change documentation such as a marriage license, certificate, or court order for name change, with your User Registration Package.

2.2 Bank Account Verification

Option 1: Copy of your personal bank statement. The bank statement must identify that you are an account owner and must contain the bank's name and the bank's contact information. You may redact information such as bank account number, balance, and transactions.

Option 2: A letter from your financial institution confirming you have a bank account (see the appendix of the [CITSS New User Registration & User Profile Management Guide](#) for a template letter).

2.3 Notarization of Identity and Address Verification Documentation

Submit an attestation from a notary that verifies your identity and the authenticity of your identity and address documents. Your documents can be notarized in a single notarization session with a notary public. The notarization must be within the last 3 months.

For example, you may have a copy of a government-issued document providing photographic evidence of your identity and address (e.g., driver's license) notarized to meet this requirement. A notarized document may be a separate document that refers to the proof of identity documents or a notarization of the proof of identity documents.

The notary stamp or seal, the notary public's name, the county or state of the notary public's place of business, and the commission expiration date must be legible on the notarized document. Discuss with your notary if they have an Identity Verification form they would prefer to use. If so, include the form as part of your User Registration Package.

You may also utilize an electronic or online notary. Notaries permitted to work within the State of Washington and conduct their practice virtually can provide you the same service as visiting a notary in person. Be sure you follow protocol to conduct the notarization correctly and receive your documents with all the above requirements.

Section 3.0 Felony Conviction within Previous Five Years

Have you had a criminal conviction in any jurisdiction in the previous five years constituting a felony under U.S. federal law or Washington law, or the equivalent thereof in the United States?

Check one box below:

Yes No

If you checked **yes**, provide additional information below:

Type of violation: _____

Jurisdiction: _____

Year: _____

Section 4.0 Washington State User Terms and Conditions

Check Agree and sign this form to indicate your acceptance of the terms of use.

ACCESS AGREEMENT AND TERMS OF USE FOR CITSS

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:

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;

Engage in activity that may harass, threaten, or abuse other persons or parties;

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;

Engage in activity that may degrade the performance of CITSS;

Deprive (or deliberately attempt to deprive) another authorized user of that user's access to CITSS; Obtain (or deliberately attempt to obtain) login privileges beyond those authorized;

Circumvent (or deliberately attempt to circumvent) CITSS security measures;

Violate copyright law of copyrighted material;

Attempt to disassemble, decompile or reverse engineer CITSS;

Attempt to create derivative works based on CITSS;

Attempt to copy, reproduce, distribute or transfer CITSS;

Provide access to CITSS to any third parties for any improper purpose; or

Use the CITSS system to engage in (or solicit the performance of) political activity, unsolicited advertising, unauthorized fund raising, or 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:

User observes any unauthorized access or misuse of CITSS;

User has any reason to believe that the security of its User ID, password, or security question(s) has been compromised;

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:

User will maintain the security of its CITSS User ID, password, and security questions for use of CITSS;

User will not disclose its CITSS User ID, password, and security questions information to anyone;

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;

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.

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.

Agree

Section 5.0 Applicant Attestation

I, the undersigned, do hereby declare that:

I have previously registered as a CITSS User in either Québec, Nova Scotia, or California's cap-and-trade Emissions Trading System (ETS) programs.

- To the best of my knowledge, I meet the eligibility criteria to be designated as an account representative or an account viewing agent as set out in the Washington cap-and-invest program under the CCA and that any necessary disclosures by me made regarding the declaration of criminal convictions or findings of guilt to the jurisdiction in which I initially registered as a CITSS User are accurate.
- The information and documents that I have submitted to the jurisdiction in which I am registered as a CITSS User in order to be granted access to CITSS are accurate.
- I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information.
- I consent to the disclosure by the authorities in the jurisdiction in which I am registered as a CITSS User, identified in Section 1 of this form, of all the personal information and documents previously submitted, or that will be submitted, in my application to be a registered CITSS User, including, but not limited to, my name, address, date of birth, confirmation from a financial institution and identity related documents, including updates that I make to this information, to Ecology for the purpose of the administration and enforcement of the cap-and-invest program under the CCA. This consent to disclose is valid until the time that I give written notice to Québec, Nova Scotia, or California that I withdraw such consent. I understand that my consent to disclose the above-referenced information is permitted under Article 53 of the Act respecting Access to documents held by public bodies and the Protection of personal information if I am registered under Québec's Cap and Trade program. I understand that my consent to disclose the above-referenced information is permitted under section 1798.24, subdivision (b) of the California Civil Code and any other applicable laws if I initially registered as a CITSS User under California's Cap-and-Trade program.
- I authorize Ecology to collect from the jurisdiction in which I initially registered as a CITSS User, identified in Section 1 of this form, the personal information and documents previously submitted, or that will be submitted, in my application to be a registered CITSS User, including, but not limited to, my name, address, date of birth, confirmation from a financial institution and identity-related documents, including updates that I make to this information. I understand that the information and documents previously described will be used for the purposes of determining my designation as an account representative or account viewing agent for an entity registered under the cap-and-invest program under the CCA and for the administration and enforcement of the ETS programs in all jurisdictions.

Name: _____

Signature: _____

Date: _____

Submit this signed CITSS Cross-Jurisdiction User Form, the notarized proof of identity document, and additional supporting proof of identity documents per the [User Registration Checklist](#) instructions. You must submit all required documentation for Ecology to review and approve adding you as a PAR, AAR, or AVA on a Washington entity's account in CITSS.

Information collected in this form may be used by Ecology to conduct searches in World-Check. Please refer to the privacy statement located at <https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement>.