



Climate

Green-e[®] Climate Code of Conduct

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Center for Resource Solutions
1012 Torney Ave. 2nd Floor
San Francisco, CA 94129
www.resource-solutions.org

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This *Code of Conduct* for Green-e® Climate contains the Ethical Guidelines, Certification Categories, and Disclosure & Verification Requirements that apply to sellers of Green-e Climate Certified Greenhouse Gas (GHG) Emissions Reductions (“Certified Offsets”). A Certified Offset is a GHG emissions reduction that has been certified and issued by an Endorsed Program under an eligible protocol or methodology, and the sale and marketing of which meets the requirements of this *Code of Conduct*, and the exclusive and correct delivery of which has been verified in accordance with this *Code of Conduct* and the Green-e Climate Verification Audit Protocol.

I. Program Guidelines

A. MISSION & ETHICAL GUIDELINES

Green-e Climate seeks to:

1. Bolster consumer confidence and ensure credibility of voluntary consumer GHG emissions reduction purchases
2. Expand the retail market for GHG emissions reductions (carbon offsets)
3. Provide consumers with clear information about retail GHG emissions reductions to enable them to make informed purchasing decisions

Seller using the Green-e Climate logo or claiming Green-e Climate certification for any portion of their carbon offset sales agrees to do the following:

1. Conduct an annual independent verification of sales and purchases for Certified Offsets according to the Green-e Climate Verification Audit Process
2. Undergo an annual marketing compliance review to ensure that website and marketing materials comply with the Green-e Climate Code of Conduct
3. Provide customers with adequate and accurate information on Certified Offsets as defined in the Green-e Climate Code of Conduct
4. Use the Green-e Climate Certified logo only in conjunction with offsets that are certified by Green-e Climate and projects used for Green-e Climate certified sales
5. Use the Green-e Climate logo only in compliance with the logo usage requirements and guidelines outlined in the Green-e Climate Logo Use Agreement under “Use of Logo,” and in

accordance with the Green-e Climate Code of Conduct, including using the specified artwork and colors as indicated

6. Sell GHG emissions reductions only once; take reasonable actions (inquiry and contractual commitments) to ensure that any wholesale GHG emissions reductions purchased for resale have not been sold to any other party

B. CLAIMS REGARDING CERTIFICATION

Only Sellers that have entered into an active Green-e Climate Logo Use Agreement or Third-party Agreement with Center for Resource Solutions may claim to be selling Green-e Climate Certified Offsets. Seller's customers (purchasers of the Certified Offset) may resell or transfer the GHG emissions reductions they purchase from Seller to another party, provided they have not been retired. However, these purchasers may not claim to be selling or transferring Green-e Climate Certified Offsets. These purchasers may also not publicly claim or suggest that they are providing or delivering Green-e Climate certified offsets, particularly to their customers, who in turn may not claim to be offsetting or receiving Green-e Climate Certified offsets, without being enrolled as a Seller or Third-party Distributor.

Third-party Distributors are limited to the claim that they distribute or sell Seller's Green-e Climate Certified Offsets on behalf of Seller. See the requirements for Third-party Distributors in Subsection VI.A of this document. Web Hosts are limited to the claim that Seller sells its Green-e Climate Certified Offsets through the Web Host's website, or that the Web Host facilitates the purchase of Certified Offsets from Seller. See the requirements for Web Hosts in Subsection VI.B of this document.

C. CERTIFICATION CATEGORIES

Green-e Climate will certify carbon offsets sold by project and/or in mixes of project type, location, and Endorsed Program:

1. **Sales by Project.** GHG emissions reductions from specific eligible projects are sold to customers based on their preference

2. **Fixed Mix Sales.** A fixed combination and proportion of GHG emissions reductions from specified project type(s), location(s), and Endorsed Program(s) is sold to customers¹
3. **Customized Mix Sales.** Each customer may receive a unique proportion of different GHG emissions reductions from eligible project type(s), location(s), and Endorsed Program(s)²

II. Green-e Climate Processes

A. IMPORTANT DATES FOR COMPLIANCE

Major compliance deadlines for Green-e Climate certification can be found in the following table. Notices of the processes outlined below are typically given via email to appropriate contacts such as the invoicing contact, verification contact, marketing contact, or main contact provided by the Participant in the *Agreement*.

Month	Week	Deadline
January	1	Invoicing: Payment due for the year's participation, for existing products, by January 1.
February	3	Verification: Unaudited reporting due.
March	1	Verification: All verification materials distributed to Green-e Climate participants.
April	1	Prospective Disclosure: Prospective Carbon Offset Content Label for current year must be sent to customers with multi-year purchase agreements or

¹ For example, a mix of Certified Offsets that is sourced 50% from Renewable Energy from the U.S. that is certified by VCS, and 50% from Energy Efficiency from India that is certified by the Gold Standard, where the customer does not have the ability to choose a different mix, would be a Fixed Mix of offsets. See Subsection III.B for a sample Fixed Mix Content Label.

² For example, a mix of Certified Offset that is sourced from Renewable Energy from the U.S. that is certified by VCS, and Energy Efficiency from India that is certified by the Gold Standard, where the customer can choose a unique mix, would be a Customized Mix of offsets. See Subsection III.B for a sample Customized Mix Content Label.

Month	Week	Deadline
		automatic recurring purchases by the first week of April. Applicable only for sales to customers under a Customized Mix product type.
April	1	Historical Disclosure: Historical Carbon Offset Content Label and Project List for prior year must be sent to customers by the first week of April. Applicable only for sales to non-residential customers under a Customized Mix product type.
May	1	Verification: All requests for an extension of the verification submission deadline are due.
June	1	Verification: All verification materials and data must be submitted to Green-e staff (unless extension granted). This deadline is typically the first business day in June.
August	4	Marketing Compliance Review: Products have until the last business day of August to provide requested marketing materials to CRS. Green-e staff will review materials and respond, after which the Participant will have 30 days to complete requested changes.

B. PARTICIPANT OBLIGATIONS

Each Participant wishing to use the Green-e Climate logo or word mark, or claim Green-e Climate certification for any of their certified products agrees to perform these actions:

1. Conduct an annual independent verification of certified product sales and purchases through the Green-e Climate annual verification process
2. Submit requested Marketing Compliance Review (MCR) materials to ensure that website and marketing materials are in compliance with disclosure requirements outlined in this document
3. Provide customers and prospective customers with all adequate, accurate, clear, and required information about the certified product
4. Actively guard against double counting of certified products by following the requirements in the [Green-e Climate Standard](#), including selling offsets only once

5. Sell Certified Offsets as reductions of carbon dioxide-equivalent (CO₂e), and in units of metric tons of CO₂e. If Seller chooses to sell Certified Offsets in units other than metric tons (such as pounds), a conversion equivalency to metric tons must be provided in the appropriate sales channel, either as the quantity sold in metric tons (e.g. "...your purchase of 1,000 lbs CO₂e (0.45 metric tons CO₂e)..."), or in the form of a conversion equation (i.e. 2,204.6 lbs = 1 metric ton)
6. Maintain an internal record of all complaints received pertaining to the Participant's Green-e® Climate certified product's compliance with Green-e® Climate requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Climate Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints for review by CRS during Marketing Compliance Review.

C. MARKETING COMPLIANCE REVIEW

Marketing Compliance Review (MCR), conducted by Green-e staff, ensures that Participants, Third Party Distributors, and Web Hosts offering a certified product are abiding by the Green-e Climate Code of Conduct. During Marketing Compliance Review, Green-e Climate Program staff will confirm that Seller is not making false or misleading statements about their offsets and that they have made pricing, Project Information, and contract disclosure to consumers in the form required by Green-e Climate. Green-e Climate Program staff may also identify and ask for substantiation of specific marketing and environmental claims. In addition, Green-e Climate Program staff will ensure that providers display the Green-e Climate logo properly and that they describe Green-e Climate using approved language.

Marketing Compliance Review occurs once a year in the Fall. CRS may, at its own discretion, require a Participant to switch to a semi-annual MCR cycle if the Participant's MCR submissions consistently demonstrate non-compliance.

At the beginning of August, Green-e staff contacts Participants that are required to submit materials for MCR. Submissions are due from Participants on the last business day of August and must include all required disclosure documents and samples of all marketing materials related to the certified product. If Green-e staff require changes to be made to a Participant's marketing materials to ensure compliance with the *Green-e Climate Code of Conduct*, the Participant must complete changes in a timely manner (see Section VII for information about enforcement and censure procedures triggered by non-compliance).

D. VERIFICATION AUDIT

The annual verification process requires all Sellers of Green-e Climate certified products to complete an annual third-party verification audit of their GHG emissions reductions purchases and sales. In addition, an unaudited report of certified sales is due the February following the close of the Reporting Year (the calendar year of sale).

1. *Verification Criteria*

The verification process is designed by Center for Resource Solutions and conducted by an independent auditor selected by the Participant. The verification process uses company contracts and records, Endorsed Program registry reports, invoices, and billing statements to verify the following:

1. That the Participant purchased enough GHG emissions reductions in quantity and type to meet its customer demand for each certified product.
2. That the GHG emissions reductions came from eligible projects, registered with an Endorsed Program.
3. That the information provided to customers on the product's Carbon Offset Content Label(s) or Project Information Disclosure is accurate compared to verified supply.
4. That the GHG emissions reductions purchased and sold by the provider were not sold to more than one customer.

2. *Verification Data*

Verification data, verification documentation, and a report produced by the auditor are submitted to and reviewed by Green-e staff.

The audited report and final verification data and documentation must be submitted no later than the verification deadline, typically the end of the first business day in June after the Reporting Year. All verification deadlines applicable to the Reporting Year will be provided to Participants in advance of the unaudited report deadline. If all required materials are not submitted to Green-e Climate staff by the applicable due date, Participants may accrue late fees (see *Green-e Certification Fee Schedule* for late fee details).

III. Customer Disclosure Requirements

To maintain the integrity of the Green-e brand, CRS requires Seller to meet rigorous standards for environmental quality and customer disclosure provided in this document. Sellers must provide their customers factual, and in some cases standardized (where specified below), information about their Certified Offsets so that customers have sufficient information to make informed purchasing decisions.³

This section outlines Seller's responsibilities to disclose offset information to all customers prior to and after their purchase of a Green-e Climate Certified Offset.

Green-e Climate Program staff will verify that Seller is following these requirements through its Marketing Compliance Review and Verification activities (see Sections II.C and II.D of this document). The specific disclosure requirements vary depending on the certification category.

A. LOGO USE AND WORD MARK

The Participant is only allowed to use the Green-e Climate logo with the words "Green-e Climate certified" as described in the Green-e Logo Use Guidelines. The logo and name ("Green-e®") are a registered trademark and may only be used in conjunction with products that meet all eligibility requirements outlined in the current *Green-e Climate Standard* and the *Green-e Climate Code of Conduct*, and that have an active Green-e Climate Logo Use Agreement on file with Center for Resource Solutions. Use of the Green-e logo in association with the Participant when not directly associated with the certified product is strictly prohibited, and the logo must not appear on materials such as business cards, website footers, and Participant's letterhead.

The following language must accompany the Green-e Climate logo on the Carbon Offset Content Label or on the Project Information Disclosure, on the Price, Terms, and Conditions, and on Seller's website:

"[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon

³ All requirements in this document are in English. If a Seller wishes to market their Certified Offset in other languages, they must work with Green-e Climate to ensure accurate translations. In this case, Green-e Climate reserves the right to ask Seller for compensation beyond what is specified in the Appendix E Fee Schedule for the time devoted to ensure accurate translations of documents.

offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at green-e.org.”

Any modification of this language must be pre-approved by Green-e Climate Program staff. Additional and/or more detailed descriptions of the Program are allowed on Seller’s website, given that general language guidelines in Section IV above are satisfied.

B. FIXED AND CUSTOMIZED MIX DISCLOSURE

For Fixed and Customized Mix sales of Certified Offsets, all customers must receive the Carbon Offset Content Label(s) and Project List reflecting the mix of GHG emissions reductions delivered to them. Delivery and content requirements vary depending on if the Seller is offering a Customized or Fixed Mix product. Requirements may also vary if Seller is offering Certified Offsets exclusively to non-residential customers.

1. *Carbon Offset Content Label*

a) **Delivery Requirements for the Carbon Offset Content Label**

The Carbon Offset Content Label must be made available to all customers who buy a Fixed or Customized Mix of Certified Offsets.

Sellers with Fixed Mix product(s) must deliver one Carbon Offset Content Label to customers at or before the point of sale. Customers engaged in automatically recurring purchases or multi-year purchase agreements must receive the Carbon Offset Content Label at the inception of the contract and in the event of any change to the mix of Certified Offsets or the Carbon Offset Content Label during the period of the contract. The Fixed Mix Carbon Offset Content Label should list the exact mix of GHG emissions reductions sold to customers; as such, no historical disclosure is necessary for Fixed Mix products.

Sellers with a Customized Mix product(s) must send both a Prospective and Historical Carbon Offset Content Label to customers. The Prospective Carbon Offset Content Label displays all possible combinations of GHG emissions reductions and must be presented to customers at or before the point of sale. Customers engaged in multi-year purchase agreements or automatically recurring purchases

must receive the Prospective Carbon Offset Content Label by the first week of April. Seller must deliver a Historical Carbon Offset Content Label which reflects the exact mix of offsets delivered to customers within 30 days of purchase for residential customers or by the first week of April of the year following the purchase for non-residential customers.

b) Required Information for the Carbon Offset Content Label

The Carbon Offset Content Label reflects the mix of GHG emissions reductions used to supply the Certified Offset product.

The Carbon Offset Content Label(s) must include, at a minimum:

1. The Green-e Climate Certified logo with the following required Green-e Climate description text:

“[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.”
2. All project types included in the Certified Offset product. The project type reported on the Carbon Offset Content Label must be at least as specific as the project types listed on the Endorsed Program page on the Green-e Climate website
3. The geographic locations of projects from which GHG emissions reductions have been sourced. The minimum geographic claim for each project type is the country where the project is located
4. The names of the Endorsed Programs under which projects have been validated and registered. For Carbon Offset Content Labels appearing in an electronic format, the Endorsed Programs reported must be a direct hyperlink to the Endorsed Program page on the Green-e Climate website (www.green-e.org/programs/climate/endorsed-programs)
5. The year or a range of years in which the supplied GHG emissions reductions were created (the vintage)
6. The following description of what a GHG emissions reduction/offset is:

“[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.”

7. The URL for the online Project List (see Section III.B.2 for more information on Project List disclosure requirements). For Customized Mix products, the link to the project list is only required on the Historical Carbon Offset Content Label
8. The proportions (percentage) or metric tons of each unique combination of project type, geographic location, and Endorsed Program
 - i. **For Customized Mix products only:** Seller must provide a Prospective Carbon Offset Content Label displaying the combination of different GHG emissions reductions from project type(s), location(s), and Endorsed Program(s) being offered, with the proportion of each listed as “up to 100%” or “up to [total number of specific tons]” prior to or at the point of purchase. After the proportions of different GHG emissions reductions from project type(s), location(s), and Endorsed Program(s) have been determined, Seller must provide a Historical Carbon Offset Content Label reflecting the mix of GHG emissions reductions delivered to each customer
 - The Prospective Carbon Offset Content Label must include the following disclosure:

“This Carbon Offset Content Label reflects the mix of project types, project locations, and Endorsed Programs available for purchase. [Seller Name] will report to you [within 30 days/ by April of next year] in the form of a Historical Carbon Offset Content Label the actual offset mix delivered in [Year].”
 - ii. The Historical Carbon Offset Content Label must include the following disclosure:

“These figures reflect the offset mix delivered to [Product name] customers in [year].”
 - iii. **Non-residential customers only:** Participants selling a Customized Mix product exclusively to non-residential customers may use the term “Green-e Climate Any” to cover project type, location and Endorsed Program disclosure requirements on the Prospective Carbon Offset Content Label. “Green-e Climate Any” is not an acceptable disclosure on the Historical Carbon Offset Content Label. The term “Green-e Climate Any” must be accompanied by a hyperlink to the Green-e Climate Endorsed Programs webpage and the following disclosure language:

“The term ‘Green-e Climate Any’ represents all potential combinations of approved project types and Endorsed Programs under the *Green-e® Climate Standard*. For a full list of approved project types and Endorsed Programs, visit the Green-e® website at: www.green-e.org/programs/climate/endorsed-programs”

9. **For Fixed Mix products only:** The following description of what the Carbon Offset Content Label represents:

“The Carbon Offset Content Label represents the mix of offsets we have contracted to provide. Actual percentages of GHG emissions reductions may vary by a small amount. In the case of significant variance, [Participant Name] is obligated to provide you with more accurate historical disclosure.”

Figure 1: Example Carbon Offset Content Label (Fixed Mix)

Mix Name Carbon Offset Content Label

[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.

Project Type	Project Certification	Project Location	% of Product
Energy Efficiency	Gold Standard	Mexico	40%
Landfill Gas Capture	Verified Carbon Standard	Tanzania	60%

The supplied emissions reductions were created in [Vintage].

The Carbon Offset Content Label represents the mix of offsets we have contracted to provide. Actual percentages of GHG emissions reductions may vary by a small amount. In the case of significant variance, [Participant Name] is obligated to provide you with more accurate historical disclosure.

Visit a list of our projects here:
<http://www.insertprojectlisturl.sample/>.

[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.



Figure 2: Example Carbon Offset Content Label (Customized Mix), Prospective

Mix Name Prospective Carbon Offset Content Label

[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.

Project Type	Project Certification	Project Location	% of Product
Energy Efficiency	Gold Standard	Mexico	Up to 100%
Landfill Gas Capture	Verified Carbon Standard	Tanzania	Up to 100%

The supplied emissions reductions were created in [Vintage].

This Carbon Offset Content Label reflects the mix of project types, project locations, and Endorsed Programs available for purchase. [Participant] will report to you within [time frame] in the form of a Historical Carbon Offset Content Label the actual offset mix delivered in [Year].

[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

The prospective mix of the resources reported on the Carbon Offset Content Label must be accurate to within 20% of the percentage listed. This will be checked at the time of the Green-e® Climate Annual Verification Audit.

Example:

Project Type	Project Certification	Project Location	% of Product*
Energy Efficiency	Gold Standard	Mexico	30%
Landfill Gas Capture	Verified Carbon Standard	Tanzania	70%

In the above example, Seller must deliver the following:

Energy Efficiency, Gold Standard, Mexico: 30% +/- (.2*30%), or 30% +/- 6% = Between 24% and 36%.

Seller's mix must not be composed of less than 24% or more than 36% of Energy Efficiency from the Gold Standard. Non-compliance activities are associated with deviation from this 20% margin. See Subsection VII of this document.

2. *Project List*

a) **Delivery Requirements for Project List**

For Fixed Mix certification and sales, Seller is required to maintain and regularly update an online, publicly available, list of all projects used to supply the mix of Certified Offsets. A URL to the online Project List must be presented to customers before or at the point of sale regardless of the sales channel utilized. For every project type and corresponding Endorsed Program reported on the Carbon Offset Content Label, there must be at least one project listed on Seller's Project List that fits the disclosure.

For Customized Mix certification and sales, Seller does not need to maintain an online, publicly available list of projects used to supply the mix of Certified Offsets. Instead, a list of projects that were

used to supply the certified mix must be delivered to customers alongside the Historical Carbon Offset Content Label. Sellers should make available to customers a list of projects used to supply Certified Offsets in previous years, available upon the customer's request at or before the point of sale.

b) Required Information for Project List

The specific information that is required to appear on the website for each unique project is:

1. Name of Project. Where different, Seller should also provide the name of the project as is recorded in the Registry of the Endorsed Program
2. Project Type. Sellers must be at least as specific as the eligible project types are listed on the Green-e® Climate Endorsed Programs web page
3. Project Location (Country). The minimum geographic claim for each project type is the country where the project is located
4. Project Start Date
5. Endorsed Program

It is recommended, but not required, that Seller also include a general project description.

If Seller offers both Certified and non-certified offsets, Seller must clearly differentiate between projects that are used to supply GHG emissions reductions for its Green-e® Climate Certified Offsets and projects that are not.

Where a change is made to the project list affecting projects used to supply a Fixed Mix of Certified Offsets, Seller is required to notify Green-e® Climate Program staff. Where a project is added to the Project List, Seller is required to notify Green-e® Climate Program staff about the new project with all the information listed above.

c. SALES-BY-PROJECT DISCLOSURE

1. Project Information Disclosure

For sales of Certified Offsets by project, Seller must disclose to customers specific information on the individual project(s) used to supply specific quantity of Certified Offsets.

a) Delivery Requirements for Project Information Disclosure

The Project Information Disclosure (PID) must be delivered to customers at or before the point of sale. The Project Information Disclosure must be sent to all existing customers within 60 days of contract renewal for customers engaged in automatically renewing contracts or multi-year purchase agreements, and in the event of any change to projects used or Project Information during the period of the contract.

b) Required Information for Project Information Disclosure

Project Information Disclosures provided to customers must include the following for each project used:

1. The Green-e® Climate Certified logo with the following required Green-e® Climate description text:
“[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.”
2. Name of Project. Where different, Seller should also provide the name of the project as is recorded in the registry of the Endorsed Program
3. Project Type. Sellers must be at least as specific as the eligible project types are listed on the Green-e® Climate Endorsed Programs webpage
4. Project Location (Country). The minimum geographic claim for each project type is the country where the project is located
5. Project Start Date
6. Endorsed Program. For Project Information Disclosures appearing in an electronic format, the Endorsed Programs reported must be a direct hyperlink to the Endorsed Program page on the Green-e® Climate website (www.green-e.org/programs/climate/endorsed-programs)
7. Endorsed Program Registration ID Number
8. Quantity of reductions purchased from the project
9. Vintage year of reductions purchased. The vintage reported may be a range of years. This range should not extend more than two years into the future from the date of sale unless Project Information is included in a multi-year purchase agreement. Where this is the case and the range of years extends more than two years into the future, then additional disclosure is necessary in the Price, Terms and Conditions (see Section III.D)
10. The following description of what a GHG emissions reduction/offset is:

"[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards."

It is recommended, but not required, that Seller also include a general project description. It is also recommended that Seller provide the above information using a "label" format.

If Seller offers both Certified and non-certified offsets, Seller must clearly differentiate between projects that are used to supply GHG emissions reductions for its Green-e® Climate Certified Offsets and projects that are not.

Seller is required to notify Green-e® Climate Program staff prior to the addition or discontinuation of a project used to supply Certified Offsets, along with all of the information listed above.

D. PRICE, TERMS, AND CONDITIONS

Seller must make available to all customers the Price, Terms, and Conditions that clearly describe the customer's rights and responsibilities in purchasing Certified Offsets. The Price, Terms, and Conditions must be displayed together in a simple and easily understandable format.

1. *Delivery Requirements for Price, Terms, and Conditions*

The Price, Terms, and Conditions must be delivered to customers at or before the point of sale. The Price, Terms and Conditions must be sent to all existing customers (including customers engaged in automatic renewing contracts and multi-year purchase agreements) within 60 days of contract renewal, and in the event that the contents of the Price, Terms and Conditions change. Required notification of such changes during the year must allow customers at least 30 days to cancel without penalty or fee for such cancellation.

All required information must be found within the document that serves as the Price, Terms, and Conditions. For products sold to non-residential customers, the contract may serve as the Price, Terms and Conditions if all of the required information is included.

2. *Required Information for Price, Terms, and Conditions*

The Price, Terms, and Conditions must include, at a minimum:

1. The Green-e® Climate Certified logo with the following required Green-e® Climate description text:
“[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.”
2. Name of Seller (and Third-party Distributor, where appropriate) from whom the customer is purchasing or with whom the customer is contracting (if a subsidiary or joint venture, also provide the name of the parent company).
3. Primary customer service contact information, including customer service phone number, billing address and email or website, if available.
4. The proposed fee for the Certified Offsets, including enrollment level options. Where the fee varies or where it is reported to the customer elsewhere, Seller may provide in the Price, Terms, and Conditions a reference to where the price per ton and quantity of the Certified Offsets is reported to the customer in other purchase documentation received prior to the point of purchase (e.g. a customer-specific contract or purchase agreement).
5. Bill logistics, with information on how customer will be billed and who will bill the customer
6. Duration or term of the contract or purchase agreement (optional for one-time sales)
7. Any other potential charges and requirements under state, provincial, or federal law
8. The cancellation policy, including the process for early termination and if there are any fees associated with early termination
9. The following description of what a GHG emissions reduction/offset is:
“[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.”
10. In the case of a multi-year purchase agreement, the document serving as the Price, Terms, and Conditions must additionally include the following language:
“Quantities of carbon offsets that are delivered over time in accordance with this purchase agreement meet Green-e® Climate vintage and verification requirements. If Green-e® Climate® certification is terminated prior to the end of the term of this

purchase agreement, the remainder of the quantity of Certified Offsets specified in this agreement will be delivered at the time of termination and subsequently verified by Green-e® Climate, or you will be offered the option of a refund to cover any undelivered offsets.”

11. For multi-year purchase agreements where a future vintage is listed on the Carbon Offset Content Label or Project Information Disclosure:

“The vintage reported indicates the year that the GHG emissions reductions occur. A range of years extending into the future indicates that offsets will be delivered over time, and so the vintage of the GHG emissions reductions will fall within this range and not exceed the year of delivery.”

12. For gas offset programs and products, the following language about emissions associated with natural gas:⁴

“The greenhouse gas emissions being offset with [this product/program or name of product/program] are those associated with the combustion of natural gas at the point of consumption. They do not include emissions that occur during the extraction, production, or delivery of natural gas, including methane leaks.”

E. BUNDLED PRODUCTS

Certified Offsets may be sold bundled with other products or services, such as natural gas, for example. In this case, the price of the Certified Offsets need not be disclosed separately from the overall price of the bundle if they are not being priced separately, provided that the price of the bundle is disclosed and it is clear and prominent to the customer that the price of the bundle includes the offset. The actual quantity sold/delivered must be disclosed to each customer in metric tons CO₂e prior to purchase, or the Seller may alternatively provide customers with the ability to calculate their quantity of offsets based on units of the bundle delivered disclosed with a conversion factor (e.g. metric tons of offsets delivered per Btu of natural gas). If Seller wishes to also disclose the quantity purchased in other terms (e.g. percent of their purchase offset), Seller must provide customers with a brief methodology for this calculation.

⁴ Gas offset programs that do offset lifecycle emissions may modify this disclosure statement for accuracy. The modified statement must be pre-approved by Green-e Climate Program staff.

Green-e® Climate exclusively certifies carbon offsets; as such, Seller must not state or imply that the product with which the Certified Offsets are bundled is Green-e® Climate certified (e.g. Green-e® Climate certified natural gas).

In addition to other required disclosures in Section III, the following disclosure language is also required in the case of bundled offset programs and products:

1. On the Carbon Offset Content Label or Project Information Disclosure, Seller must include and cite a conversion rate from the product bundled with the Certified Offsets to metric tons of carbon dioxide. Acceptable citation sources include the EPA's Greenhouse Gas Equivalency Calculator (www.epa.gov/energy/greenhouse-gases-equivalencies-calculator) and the EIA; other sources must be pre-approved by Green-e® Climate staff.
2. On the Price, Terms, and Conditions for Certified Offsets bundled with natural gas:
"The greenhouse gas emissions being offset with [this product/program or name of product/program] are those associated with the combustion of natural gas at the point of consumption. They do not include emissions that occur during the extraction, production, or delivery of natural gas, including methane leaks."

COMPLAINTS RECORD

All participants must maintain an internal record of all complaints received pertaining to the Participant's Green-e® Climate certified product's compliance with Green-e® Climate requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Climate Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints (in PDF, Microsoft Word, or Excel formats) for review by CRS during their Marketing Compliance Review. CRS staff will review this Complaint Record and, if needed, ask the participant to take appropriate action to reconcile any deficiencies that may affect compliance with Green-e® certification requirements. CRS reserves the right to request the Complaints Record from participants at any time.

IV. Marketing Requirements and Restrictions

A. GENERAL GUIDELINES

Requirements for All Marketing

All marketing must be clear and accurate regarding what is certified and what is not certified, what is being sold to the customer, and any environmental benefits thereof. All required documentation and marketing materials must reference the certified product with a consistent name of both the product and the Participant. Changes in product name must be reported to Green-e in writing within 30 days of the change.

All marketing claims made about a Certified Offset must be factually based and verifiable by Seller.

Seller must adhere to the following general language guidelines for all marketing materials related to Certified Offsets:

1. Be clear, accurate, and specific in describing and promoting Certified Offsets, and display this information prominently in order to prevent deception.
2. Do not overstate environmental attributes or benefits, expressly or by implication.
3. Misleading or deceptive sales tactics are prohibited.
4. Do not show images or give examples of GHG emissions reduction project types that are not contained in your offset mix. For example, do not show a picture of a forest if Certified Offsets only include GHG emissions reductions from a landfill gas methane capture project.
5. When describing, advertising, or selling both Certified and non-certified offsets on the same marketing piece or website, clearly differentiate between which offsets are Green-e® Climate certified and which offsets are not Green-e® Climate certified. If Seller offers both Certified and non-certified offsets, the Green-e® Climate logo and/or other indicator of Green-e® Climate certification can only appear in association with the Certified Offset and the Certified Offset must be clearly identifiable. Also do not employ “bait and switch” tactics in which a Certified Offset is offered or advertised and then substituted for a non-certified offset.
6. Green-e® Climate must not be listed or represented as having certified only a portion of an offset.
7. Non-certified offsets must not be presented as “certifiable,” or equivalent.
8. Where referring to carbon offset certification, use the full and correct name of the Program, “Green-e® Climate,” as opposed to only “Green-e.”
9. Where used to describe an offset, use the correct unit of “carbon dioxide-equivalent” or “CO₂e,” as opposed to “carbon dioxide” or “CO₂.”
10. Do not misrepresent the nature or benefits of Green-e® Climate certification. Program descriptions, where provided, should be both accurate and adequate to convey the nature of certification. Additionally, the context in which the Program is described or referenced should not be misleading in terms of the nature of benefits of certification. For example, if Green-e® Climate is included in a list with GHG Programs, there should be adequate differentiation from project standards and certification, or a link to such explanation.

To the extent that marketing activities associated with the sales of other non-certified offsets are deemed to affect the perception of Certified Offsets or the Green-e® brand, they may violate the ethical guidelines contained in this document and serve as basis for decertification.

B. RENEWABLE ENERGY-DERIVED OFFSETS

Sellers must not sell or market Certified Offsets as kilowatt- or megawatt-hours (kWh or MWhs) of renewable energy, renewable energy certificates (RECs), or any kind of renewable energy or electricity product. The organization and presentation of information must not suggest that Green-e® Climate certified carbon offsets are renewable energy products. For example, while an individual page or paragraph may properly distinguish between RECs and offsets, the context and placement of this information must also not suggest that Seller is marketing carbon offsets as renewable energy.

Sellers that choose to include equivalencies to kWhs or MWhs generated in marketing materials must be clear and accurate based on the project(s) used, as well as specific in order to prevent deception and confusion in the marketplace. Sellers should be able to provide their kWh/MWh equivalency calculation methodology to substantiate their claims.

Seller also must not sell or market Certified Offsets together with the RECs associated the same generation for the purpose of transacting both. A REC and a carbon offset cannot both be delivered for the same MWh, and the attributes embodied in a REC cannot be disaggregated and sold separately. With offsets, sellers are delivering the emissions reductions only, and RECs associated with the generation must be retired for substantiation and to prevent double selling/counting. The remaining non-carbon attributes are retired with the unsold REC.

Sellers must clearly distinguish between their REC products and their carbon offset offerings, in terms of both content and organization of content. Please see the *Green-e® Renewable Energy Standard for Canada and the United States* and *Code of Conduct* for best practices regarding sales and marketing of RECs.

C. NON-PROFIT ORGANIZATIONS

Nonprofit organizations are often interested in allowing customers the option of classifying their purchase of Certified Offsets as a tax-deductible donation. This donation model is acceptable under

Green-e® Climate. However, Seller must not characterize the offset itself as a donation; this is prohibited under the rules of Green-e® Climate. Seller may characterize the transaction as a donation to Seller and Seller subsequently retiring offsets on behalf of the donator (which still affords the donator with ownership of emissions reductions, though it is not a “purchase” per se). Though Seller is not required to acknowledge a “purchase” in these cases, Seller must still acknowledge the delivery or transfer of GHG emissions reductions.

For example, characterizing the transaction as “supporting [name of Seller]” is appropriate, while “supporting Certified Offsets” is not.

D. SPECIAL FEATURES AND CO-BENEFITS

Green-e® Climate certifies offsets that meet the criteria laid out in this document. Sellers may wish to market aspects of an offset that fall outside of these criteria. In such cases, it is necessary for Seller to clearly state that Green-e® Climate does not certify certain aspects of the offset.

For example, if Seller is claiming that part or all of the revenue associated with sales of the Certified Offset is allocated toward avian protection, it must be clearly stated in the area where this aspect of the offset is discussed that Green-e® Climate does not certify the avian protection aspect, only the offset itself.

Likewise, if Seller is claiming that a specific portion of revenue associated with sales of the Certified Offset is set aside for development of new projects, Seller must clearly state in the area where this aspect of the offset is discussed that this activity is not verified by Green-e® Climate, and that only the offset itself is certified.

E. CARBON CALCULATORS

If Seller hosts a carbon or GHG calculator on its website to inform consumers about their impact or their purchase of carbon offsets, the following requirements must be met.

1. All emission factors, assumptions, and methodologies used to calculate emissions from specific activities must be made available via a direct link from the online carbon/GHG calculator.

2. Seller must be able to demonstrate to Green-e® Climate staff that the emission factors, assumptions, and methodologies utilized are based on official numbers from authoritative and credible sources (e.g. the U.S. EPA, the IPCC, the UNFCCC, the World Resources Institute, or similar governmental, intergovernmental, non-governmental organizations or initiatives).

V. Sales Channels and Subscription Mechanisms

A. MATERIALS WITH A PURCHASE MECHANISM

This section applies to all materials with a purchase mechanism, including, but not limited to direct mail, electronic mail, brochures, door-to-door solicitation, and phone subscriptions.

Seller must include in all promotional materials for Certified Offsets with a purchase mechanism that are distributed to consumers, by either printed or electronic means, the following information:

1. Project Information Disclosure or Carbon Offset Content Label
2. Price, Terms, and Conditions

All language must be consistent with the guidelines in the Sections above. Use of the Green-e® Climate logo in such materials must be consistent with the Green-e Logo Use Guidelines.

B. MATERIALS WITHOUT A PURCHASE MECHANISM

This section applies to all materials without a purchase mechanism. This includes, but is not limited to direct mail, electronic mail, print ads, electronic promotional materials, billboards, posters, flyers, and one-sheets.

All language in materials without a purchase mechanism must be consistent with the guidelines in the Sections above. Use of the Green-e® Climate logo in such materials must be consistent with the Green-e Logo Use Guidelines.

C. SELLER WEBSITE(S)

All Seller websites related to Certified Offsets must follow the General Guidelines found in Section IV and must include the disclosure language found in Subsection III.A. Use of the Green-e® Climate logo on Seller website must be consistent with the Green-e Logo Use Guidelines.

For Fixed Mix certification and sales, Seller is required to maintain and regularly update an online Project List, per requirements in Subsection III.B.2.

If Seller makes online sales, the website must include:

1. A Carbon Offset Content Label for Fixed or Customized Mix sales (see Section III.B.1), or Project Information for Sales by Project (see Section III.C.1), such that it is presented to the customer prior to purchase.
2. Price, Terms and Conditions (see Section III.D), such that they are presented to the customer prior to purchase.

D. CALL CENTERS

This Subsection contains the minimum information about Certified Offsets that must be available to customers contacting Seller's customer service.

Prior to enrolling a customer: Before a call center representative has started the process of enrolling the customer, the call center representative should be able to field any questions about required information (per the Green-e® Climate Code of Conduct) on the Price, Terms, and Agreements and Carbon Offset Content Label. The call center representative *does not* need to actively communicate this information before the enrollment process has begun unless asked by the potential customer.

Carbon Offset Content Label/Project Information Disclosure:

1. Name of Project (Sales-by-Project)
2. Project Type (Fixed/Customized Mix)
3. Project Location
4. Endorsed Program (and Endorsed Program ID number)
5. Vintage

Price, Terms & Conditions:

1. Price of Offsets
2. Information on how the customer will be billed
3. Duration of contract (if applicable)

Other Relevant Information:

1. Explanation of what a carbon offset is: “[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.”
2. Explanation of Green-e® Climate certification: “[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at green-e.org.”
3. Explanation of emissions associated with natural gas: “The greenhouse gas emissions being offset with [this product/program or name of product/program] are those associated with the combustion of natural gas at the point of consumption only, and do not include lifecycle emissions that occur during extraction, production, or delivery.”

Once the enrollment process has started: The following information must be given to the customer before finalizing enrollment:

1. Resource Mix. This includes the name of the project, project type, project location, start date and endorsed program.
2. Cost. The proposed fee for the Certified Offsets, including fixed and variable charges and taxes, in the form of dollars per metric ton CO₂e or dollars for specified quantity of metric tons CO₂e
3. Contract Length
4. Information on how the customer will be billed
5. Explanation of what a carbon offset is: “[Product Name] is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified

GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards."

6. Description of Green-e® Climate certification. "[Product Name] is Green-e® Climate certified and meets the environmental and consumer-protection standards for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions. Learn more at green-e.org."

VI. Third-Party Distributors and Web Hosts

A. THIRD-PARTY DISTRIBUTORS

A Third-party Distributor is a company designated by Seller to distribute Certified Offsets on Seller's behalf. Seller is responsible for procuring supply for Certified Offsets sold by a Third-party Distributor operating on Seller's behalf and is responsible for demonstrating ownership of all GHG emissions reductions in participating registries. A Third-party Distributor receives money and processes the order for sales of Certified Offsets, but it does not take ownership of GHG emissions reductions. Each Third-party Distributor must provide Seller's auditor with the sales data sufficient to conduct the annual Green-e® Climate Verification Audit of the Certified Offset sales.

1. *Third-Party Distributor Obligations*

Certified Offsets may be sold through a Third-party Distributor in accordance with the following requirements:

1. Seller of the Certified Offsets must submit to Program staff an Appendix G with the contact information for Third-party Distributor
2. Each Third-party Distributor must sign a Third-party Agreement with the Center for Resource Solutions
3. Each Third-party Distributor must provide Seller's auditor access to all records associated with the sale of Certified Offsets necessary for Seller to satisfy its obligations under the Annual Verification Audit of Certified Offset sales. There must be an auditable trail from end-use consumer of the Certified Offsets to Seller

4. Each Third-party Distributor must submit to an annual Marketing Compliance Review to ensure that disclosures and marketing materials comply with the Green-e® Climate Code of Conduct
5. A Third-party Distributor may not use the Green-e® Climate logo on any marketing materials or on their website except directly in association with the sales channel of Certified Offsets
6. All disclosures made in connection with sales of Certified Offsets by a Third-party Distributor must follow the Customer Disclosure Requirements contained in this document (including providing the Price, Terms, and Conditions, and Project Information or Carbon Offset Content Label, and link to Seller's Project List prior to the point of sale)
7. Disclosure of price and quantity (see Subsection III.D)
8. The following language must be used in conjunction with the Green-e® Climate logo:
"[Third-party Distributor] has partnered with [Seller] to sell these Green-e® Climate Certified carbon offsets. The offsets you purchase are supplied by [Seller] rather than by [Third-party Distributor]."
9. Third-party Distributors may not themselves enlist or employ distributors of Certified Offsets

B. WEB HOSTS

A Web Host is a company that allows Seller to sell Certified Offsets through the Web Host's website. A Web Host does not receive or process money for sales of the Certified Offsets, nor does it take ownership of GHG emissions reductions. The Web Host simply facilitates the direct purchase of Certified Offsets by the customer from Seller. The auditor for Seller will not require any additional information from the Web Host in order to conduct the annual Verification Audit of Certified Offset sales.

1. *Web Host Obligations*

Certified Offsets may be sold through Web Hosts under the following circumstances:

1. Seller must submit to Program staff an Appendix G with the contact information for Web Host
2. Web Hosts must undergo an annual marketing compliance review to ensure that marketing materials comply with the Green-e® Climate Code of Conduct. Since Web Hosts do not have a contractual relationship with Green-e® Climate, Seller is held accountable by the Center for Resource Solutions for any lack of compliance

3. Web Host cannot use the Green-e® Climate logo on any marketing materials or on the website except directly in association with the sales channel of the Certified Offsets
4. All disclosures made in connection with sales of Certified Offsets through a Web Host must follow the Customer Disclosure Requirements contained in this document
5. The following language must be used in conjunction with the Green-e® Climate logo:
“[Web Host] has partnered with [Seller] to offer these Green-e® Climate Certified carbon offsets. The offsets you purchase are sold by [Seller] and not [Web Host]. Green-e® Climate does not have a contractual relationship with [Web Host].”

C. THIRD-PARTY DISTRIBUTOR AND WEB HOST RESTRICTIONS

If the sale of GHG emissions reductions is a primary business of a company, this company is ineligible to be considered either a Third-party Distributor or Web Host, unless:

1. The company offers its customers (via a web-based sales channel) a choice of GHG Emissions Reduction options from at least four different offset sellers.⁵
2. The company acts as a Third-party Distributor for a total of 4,000 metric tons or fewer of Green-e® Climate Certified Offsets annually.⁶

Exceptions to this rule may be granted in limited cases. All other requirements of Third-party Distributors as detailed in Section VI remain in effect as well, including the condition that Third-party Distributors may use in the Green-e® Climate logo *only* in direct association with Certified Offsets.

Each Third-party Distributor must have a direct relationship with Seller (i.e. a Third-party Distributor may not enlist or employ another Third-party Distributor).

⁵ Note that this does not require the company to *only* transact Green-e Climate Certified Offsets. It is acceptable for a company to sell multiple carbon offset packages, with only a subset of those being recognized as Green-e Climate Certified.

⁶ If a Third-party Distributor exceeds this figure in a given sales year, their eligibility to remain considered a Third-party Distributor will be forfeited and the company will have to join Green-e Climate as a Seller in the following sales year if they wish to retain use of the Green-e Climate logo and engage in Green-e Climate Certified transactions.

VII. Enforcement and Censure

Green-e® Climate will only monitor Seller for compliance with the guidelines presented in this document. In no way do these guidelines or Green-e® Climate's compliance review process provide safe harbor against any possible action by the Federal Trade Commission, state attorneys general, or other regulatory bodies with jurisdiction over these issues, with respect to marketing activities or specific advertising claims made by participating Seller.

In the event that Seller fails to meet the Green-e® Climate requirements listed above, including but not limited to verification, marketing compliance review, customer disclosures and logo use, Green-e® Climate will initiate an enforcement process. The enforcement process will be suspended at any step upon Seller's satisfactory compliance with all items. The extension of deadlines or the suspension of any requirements is within the sole discretion of the CRS Executive Director.

If Seller is found to be misusing the Green-e® Climate logo, otherwise out of compliance with the requirements described in this document, distributing false or significantly inaccurate information about their offsets, or knowingly using deceptive or unethical marketing practices or advertising, Seller will be denied the right to use the Green-e® Climate logo or a statement of verification in relation to these offsets; the offsets will be decertified. In this case, Seller must notify customers that the offsets are no longer Green-e® Climate Certified and immediately cease use of the Green-e® Climate logo. Customers must be given an option to terminate their contract free of termination or other fees and be able to receive a refund for purchases of Certified Offsets that was misrepresented by Seller. Additionally, Seller will not be permitted to certify any new Certified Offsets for 12 months without approval of the Green-e Governance Board. After 12 months, the Green-e Governance Board may at its discretion deny certification of any new Certified Offsets for which Seller seeks certification.

DEFICIENT OR DIFFERENT SUPPLY

Participants are obligated to comply with the requirements of this Code of Conduct, as well as the other terms of their certification agreements. Failure to remedy non-compliance may lead to termination of Participant's *Agreement* and, as result, product decertification. Product decertification also occurs when a Participant voluntarily terminates its *Agreement* covering the Certified product. Whether decertification occurs as a result of termination by CRS for cause or by Participant voluntarily,

Participants are subject to certain requirements as set forth here and elsewhere in Participant's Agreement.

V.A. Deficient or Different Supply

V.A1. Replacement Supply or Refunds

Where the Green-e® Climate verification process reveals significant differences between what has been disclosed or sold to customers and what was actually delivered, Participant is required to make affected customers whole. This may be done by purchasing extra supply from an eligible project to match the disclosures made, or in some cases, Center may approve notification plan to actively provide relevant customers with information about the change in supply and offer customers a refund if they desire, Replacement supply must be audited by a qualifying independent auditor upon request by CRS and must meet the requirements in the Standard.

V.A3. Additional Steps Required for Different or Deficient Supply

Where a Substantial Difference in or deficient supply is identified, Participant must obtain Center approval and either:

- a. Procure eligible replacement supply, or
- b. Notify customers and allow them the option of canceling without penalty and receiving a refund in the amount of the premium they paid beyond their standard electricity service for the certified product, for the period of time the certification was misrepresented. The notification must be approved in advance by Center and must be sent to all customers who received such product.

If the above actions are not taken the Participant's products may be decertified or subject to other enforcement action. If problems with supply result in decertification, Participant must follow the requirements of Section V.E "Required Action in the Event of Product Decertification."

V.B. Marketing Compliance Review

If Marketing Compliance Review reveals that Participant is out of compliance with the Green-e™ program requirements with respect to marketing, including those contained in this Code and the applicable Logo Use Guidelines, Participant is required to cooperate with Center to bring all marketing materials and disclosures into compliance, including through revision of marketing and/or verification

materials. Center also may require additional disclosure to affected customers. Such cooperation does not derogate from or undermine any of Participant's contractual obligations and Center's right under the terms of its certification contract, including with respect to suspension and termination for non-compliance and breaches.

V.C. Customer Notification Required for Product Decertification

Once a product is decertified (whether voluntarily by a Participant or for cause by Center), Participant must fulfill all remaining certification obligations, including obligations described in the Agreement and Code.

In addition, Participants must provide customers with a notice approved by Center within 60 days after the date of decertification (typically, the date of the Agreement terminates). The notice must be sent to all customers who received the decertified product. The notice must contain the following information:

1. A statement that:
 - a. If the product is still offered, it is no longer Green-e® certified as of the date of decertification, and customers may cancel the product that was previously certified, free of charge, starting on the date of decertification, or
 - b. If the product is no longer offered, the product has been discontinued.
2. A hyperlink or the address for the Green-e® program website, www.green-e.org, with instructions that the customer can find Green-e® certified products there.
3. If customer refunds are required by Center, the customer is entitled to refund(s) and the process for obtaining such refund(s).

Proof that notification has been sent must be provided to Center within 14 days of sending the notification. Such proof includes, but is not limited to: a copy of the letter of notification, email confirmation of notification, or a statement from a mailing service.

If a compliant and satisfactory notification is not sent on time, the Participant must offer a refund to affected customers for the period in which the customer thought they were receiving a certified product but were not.

V.D. Restrictions on Future Green-e® Certification

If a Participant's product is decertified due to non-compliance (i.e., terminated for cause), Participant will not be permitted to certify any new products through the Green-e® program for 12 months, unless

it obtains approval from the Green-e® Governance Board. After 12 months, the Green-e® Governance Board may at its discretion deny certification of any new products for which the Participant seeks certification.

V.E. Public Announcements of Decertification

Center reserves the right to make public announcements, including website posts, concerning product decertification and Participant termination. For example, Center would expect to announce product decertification if Center does not receive proof of the notification required under Section V.D, if the product is terminated for cause, or if any of the actions listed in Section V.C have not taken place.

Public announcements may include: listing on the Green-e® program website as “Decertified Due to Non-Compliance;” market advisories and press releases describing the noncompliance; and notification to customers, consumer associations, or governmental or other oversight bodies.



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