

ANNEX 1 – GENERAL CONTRACT TERMS

(Summary)

- 1. Appointment & Services** – Rio shall provide the services set out in the Order Form. Change control applies for scope variations. Service additions available during term.
- 2. Client Obligations** – Client to provide timely information and cooperation.
- 3. Fees & Payment** – Payable as per Order Form within 30 days. Expenses reimbursable with prior approval. Late payment entitles Rio to suspend services.
- 4. Intellectual Property** – Deliverables created for Client vest in Client. Rio retains rights to its pre-existing materials, background IP, and platform. Client grants licence to Rio for User Materials.
- 5. Warranties** – Both parties provide standard commercial warranties. Rio warrants services performed with reasonable skill and care.
- 6. Confidentiality & Data Protection** – Both parties to keep information confidential for 5 years post-termination. Comply with applicable data protection laws including GDPR/DPA. Client is data controller, Rio is data processor with ISO 27001 certified security standards. Comprehensive data processing, security, breach notification and data subject rights provisions apply.
- 7. Liability** – Each party excludes indirect loss. Rio's liability capped at fees paid in the 6 months preceding the claim. Unlimited liability for death, personal injury, fraud. Service disclaimers apply.
- 8. Termination** – Either party may terminate for breach (30 days to remedy) or insolvency. Rio may terminate for non-payment (21 days to remedy). Client pays for services delivered up to termination. 6-month data retention post-termination.
- 9. General** – Force majeure, assignment restrictions, governing law (England & Wales), entire agreement, severability, notices.

1. Appointment of Rio and performance of the Rio Services

- a) Rio will provide the Services set out in the Order Form in accordance with any agreed timetable. Rio will notify Client promptly if delays are anticipated due to circumstances beyond Rio's control.
- b) **Change Orders:** Either party may propose changes to the Services, including: (i) extending the agreement term; (ii) adding or removing service components; (iii) modifying user counts or access levels; (iv) adding custom development work; (v) adjusting service levels or deliverables; or (vi) changing fee structures. All changes require a signed Change Order specifying the modification, effective date, impact on fees, and any other amended terms. Change Orders become binding when signed by both parties.
- c) **Service Additions:** Client may request additional services (managed services, consulting, custom development, or e-learning modules) during the agreement term. Rio will provide a written proposal with scope, timeline, and pricing within 10 business days. Additional services commence upon signed Change Order and payment of applicable fees.

2. Your Obligations

Client shall provide Rio with all necessary information and reasonable assistance to enable Rio to perform its obligations. Delays caused by Client may result in additional charges.

Agreement Extensions: Either party may propose extending the agreement term. Extensions require mutual agreement on duration, pricing (subject to annual RPI adjustments), and any service modifications. Extensions must be agreed in writing at least 60 days before the current term expires.

3. Fees and Payment

- a) Client shall pay the Fees as set out in the Order Form according to the specified payment terms.
- b) Rio may claim reasonable pre-approved travel and accommodation expenses.
- c) All amounts exclude VAT (where applicable). Payments shall be made in GBP to Rio's specified account.
- d) Fees are payable within 30 days of invoice date unless otherwise specified.
- e) Late payment entitles Rio to suspend Services and terminate this Agreement.

4. Ownership of Materials and Intellectual Property

For the purposes of this section:

- **“Deliverables”** means an identified and discrete item or component of the Rio Services specifically developed by Rio for you as part of the Rio Services and which may include strategy documentation, policies, and other data, information, documents, designs, specifications, customisations or other materials as specified in the Order Form (including any accompanying statement of work);
- **“IP”** is used it is short for **“Intellectual Property”** which means all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
- **“Rio Materials”** means any pre-existing materials including any information, data or other material (in whatever form) including software (object and source code) including flow charts, algorithms, routines, sub-routines,

utilities, modules, file structures, coding sheets and programming notes, technical, functional and other specifications and other materials and documents and any other output (in whatever form) owned by Rio prior to entering into these Terms of Service and/or otherwise developed independently by Rio during the Services Term but which are of general applicability to all Rio clients and not specifically developed for the Client hereunder;

- **“Third Party Materials”** means any document, information, data or other material (in whatever form) including software (object and source code) including flow charts, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets and programming notes, technical, functional and other specifications and other materials and documents and any other output (in whatever form) which are used as part of any Deliverable(s) and which are not owned by Rio or Client; and
 - **“Your Materials”** means your own information, documents, reports, business plans, forecasts or other materials which you provide to Rio under these Terms of Service and which Rio requires for the purposes of performing the Rio Services and/or its obligations hereunder.
- a) You hereby agree that Rio shall have the non-exclusive, royalty-free, sub-licensable, worldwide right for the Services Term to use Your Materials (and all underlying IP) for the purposes of fulfilling its obligations under these Terms of Service, including using Your Materials for the purposes of performing the Rio Services.
 - b) All title, interest and IP in the Deliverables shall belong to and vest in you. Subject to you having paid the Fees for the same, Rio hereby assigns, or shall procure the assignment, to you, absolutely, and with full title guarantee, by way of present assignment of existing and all future property right, title and interest, all IP in the Deliverables.
 - c) You acknowledge and agree that Rio shall retain all right, title and interest in the Rio Materials. To the extent any Deliverables incorporate any Rio Materials, and subject to you having paid the Fees, Rio hereby grants to you a non-exclusive, non-transferable, perpetual, royalty free licence to use, copy, operate, process and modify such Rio Materials, solely for the purposes of using and exploiting the Deliverables for your own internal business purposes.
 - d) To the extent any Deliverables incorporate any Third-Party Materials, you agree to comply with the terms of any applicable Third Party Materials’ licences as Rio may provide you with from time to time.

- e) Notwithstanding the provisions of sections 4(a) to (d) above, Rio shall: (i) retain ownership of all right, title and interest (including all IP) in any ideas, techniques, processes, technologies, code, methodologies, algorithms and know-how that it develops and uses to create the Deliverables (including its “house style”) (**“Background IP”**) and you acknowledge that Rio may use such Background IP when performing services similar to the Rio Services for other clients provided that in doing so it does not breach any obligations of confidence it owes to you; and (ii) have the right to use the Deliverables for its own promotional purposes and you hereby grant Rio a non-exclusive, royalty-free, worldwide, sublicensable licence to use the Deliverables for such purposes.

5. Warranties

- a) You warrant that: (i) you have the authority to enter into these Terms of Service; (ii) you are authorised to provide any and all details that you provide to Rio, including any names, address, e-mail addresses, social media content, or other personal data (as defined in section 6 below) that Rio is provided with for the purposes of performing the Rio Services; and (iii) any and all of Your Materials provided to Rio under section 4 above do not and, as far as you are aware will not, infringe the IP of any third party.
- b) Rio warrants that: (i) it shall carry out its obligations under these Terms of Service with reasonable skill and care as normally practiced by entities providing services of a similar nature, and that it has the know-how, qualifications and necessary ability and personnel to undertake the Rio Services; and (ii) it shall provide the Rio Services in compliance with applicable law. All other warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any products or services to be provided by Rio under these Terms of Service are excluded to the fullest extent permitted by law.

6. Confidentiality and personal data

- a) Each party undertakes that it shall not at any time during the Services Term, and for a period of five years after termination or expiry of these Terms of Service, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by section 6(b).
- b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the

purposes of carrying out the party's obligations under the agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this section; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms of Service. Rio shall, however, have the right to refer to you and to use your trademarks for Rio's own publicity and promotional purposes.
- d) Both parties will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of this section "**Data Protection Legislation**" means the retained UK version of the General Data Protection Regulation ((EU) 2016/679 and the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK. Each party further acknowledges that you are the data controller and Rio is the data processor (where "**data controller**" and "**data processor**" have the meanings as defined in the Data Protection Legislation). If Rio processes "**personal data**" (as defined in the Data Protection Legislation) in connection with its provision of the Rio Services, such personal data will be as received from you in connection with its performance of the Rio Services and will be processed for the purposes of performing the Rio Services for the Services Term.
- e) Without prejudice to the generality of section 6(d) above, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Rio for the Services Term and purposes of these Terms of Service.
- f) Without prejudice to the generality of section 6(d) above, Rio shall, in relation to any personal data processed in connection with the performance by Rio of its obligations under these Terms of Service:
 - i. process that personal data only on your written instructions unless Rio is required by the laws of any member of the European Union or by the laws of the UK applicable to Rio to process personal data ("**Applicable Laws**"). Where Rio is relying on UK laws as the basis for processing personal data, Rio shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Rio from doing so;
 - ii. ensure that it has in place appropriate technical and organisational measures to

protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- iii. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- iv. not transfer any personal data outside the UK unless the following conditions are fulfilled:
 - a) you or Rio have provided appropriate safeguards in relation to the transfer;
 - b) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - c) Rio complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - d) Rio complies with reasonable instructions notified to it in advance by you with respect to the processing of the personal data;
- v. assist you, at your cost, and where Rio is able to do so, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- vi. notify you without undue delay on becoming aware of a personal data breach;
 - vii. at your written direction, delete or return personal data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the personal data; and
 - viii. maintain complete and accurate records and information to demonstrate its compliance with this section.
- g) Rio confirms that it has entered, or, as the case may be, will enter into a written agreement with any third-party processor who processes your personal data, incorporating terms which are substantially similar to those set out in this section, and you hereby agree to such appointment on those terms. As between you and Rio, Rio shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section.

7. Liability and Disclaimers

a) Nothing in this Agreement shall limit or exclude liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability which cannot be limited or excluded by law.

b) **Service Disclaimer:** Rio provides sustainability tools and content for informational purposes only. Clients use the Platform at their own risk and remain responsible for all decisions made using the Platform and Content. Rio does not provide legal advice and clients should seek independent legal counsel for compliance matters.

i) loss of programs or data and/or undertaking the restoration of programs or data; or

ii) **Liability Cap:** Subject to the above, Rio's total liability shall be limited to the fees paid by Client in the 6 months prior to the event giving rise to the claim. Rio excludes all liability for indirect losses, loss of profits, revenue, data, or business opportunities.

8. Duration of these Terms of Service and how and what happens if it is terminated:

a) Term: This Agreement commences on the Effective Date and continues for the License Period set out in the Order Form, subject to earlier termination.

b) Termination for Non-Payment: Rio may terminate this Agreement on written notice if Client fails to make payment and does not remedy within 21 days of notice.

c) Termination for Breach: Either party may terminate on written notice if the other party breaches this Agreement and fails to remedy within 30 days, or becomes insolvent.

d) Effect of Termination: Upon termination, access to the Platform ceases, confidentiality obligations survive, and Client must pay all outstanding fees. Rio will store User Data for 6 months post-termination for retrieval.

9. General

a) Force Majeure: Neither party shall be liable for delays due to circumstances beyond reasonable control. If Force Majeure continues for more than 90 days, either party may terminate on 15 days' notice.

b) Entire Agreement: This Agreement constitutes the entire agreement and supersedes all previous agreements relating to its subject matter.

c) Notices: All notices shall be in writing to the addresses in the Order Form and deemed received when delivered personally, 2 business days after posting, or 1 business day after email transmission.

d) Assignment: Rio may assign this Agreement. Client may not assign without Rio's prior written consent.

e) Governing Law: This Agreement is governed by English law and subject to the exclusive jurisdiction of English courts.

ANNEX 2 – PLATFORM TERMS

Summary

1. Grant of Licence – Non-exclusive, non-transferable right to access the Rio Platform and Content for internal business purposes during Licence Period.

2. Authorised Users – Limited to those set out in the Order Form. Corporate entities responsible for all user compliance. Password security requirements apply.

3. Restrictions – No sub-licensing, resale, reverse engineering, unauthorised access, or commercial exploitation. No malicious code introduction.

4. Service Levels – Rio to use reasonable endeavours for uptime. Platform modifications at Rio's discretion with notice. Data hosting on AWS UK, daily backups, ISO 27001 certified security standards.

5. User Data & GDPR Compliance – Client responsible for accuracy and legality of User Data. Rio has right to refuse inappropriate data. Rio processes personal data as data processor under applicable data protection laws including GDPR/DPA with appropriate technical and organisational measures, breach notification procedures, and data subject rights support. Client grants Rio licence to use User Data for service improvement. For full details see our Privacy and Cookies Policy at <https://www.rio.ai/privacy>.

6. Fees – Subscription fees as per Order Form payable within 30 days. Annual fee adjustments may apply. No refunds except at Rio's discretion.

7. Auto-Renewal – Initial Period plus successive 12-month Renewal Periods unless 3 months' notice given.

8. Liability & Disclaimers – Service provided "as is" with no warranties. Rio not liable for indirect or consequential loss. Liability capped at 6 months' subscription fees. Rio does not provide legal advice and clients should seek independent legal counsel for compliance matters. Force majeure provisions apply.

Data Processing & Security Highlights: - ISO 27001 Certified information security management- AWS UK Hosting with high availability and daily backups - Applicable Data Protection Laws compliant processing including GDPR/DPA - Data Controller/Processor roles clearly defined - Security Measures - encryption at rest and in transit, access controls, regular audits - Breach Notification - immediate notification procedures - Data Subject Rights - assistance with access, rectification, erasure, portability requests - Data Retention - 6-month post-termination data retention for retrieval - Privacy Policy - Full details available at <https://www.rio.ai/privacy>

1. Introduction

1.1. We, Rio AI (UK) Limited, are a company incorporated under the laws of England and Wales with company number 06863577 and VAT number GB164 4438 04 whose registered office is 4 Wharfe Mews, Cliffe Terrace Wetherby, West Yorkshire, LS22 6LX United Kingdom (referring to ourselves as “Rio AI”, “Rio” “we”, “us” and “our” in these terms and conditions).

1.2. These terms and conditions of service (the “Terms”) relate to your use of our on-line environmental information service which, depending on our fee arrangements with you, shall include access to Content and the applicable Platform(s) as indicated in the Order Form (the “Service”). Our Service provides you with access to the Content in areas of sustainability that help you build your knowledge and assist you in becoming self-sufficient in all aspects of sustainability management. It also includes any ancillary online or offline products and services provided to you by us, to which you are being granted access under this Agreement as indicated on the relevant Order Form.

1.3. Use of the Service is subject to these Terms and an Order Form when that Order Form has either: (a) been signed and dated by you and then by us, or on our behalf, to confirm your Account has been set-up; or (b) been submitted and then accepted by us, or on our behalf, on-line by the sending of a confirmatory e-mail and/or by signing such Order Form by an appropriate electronic signature method such as DocuSign. In either instance, the Order Form, these Terms and our Privacy and Cookie Policy then form a legally-binding contract between us and you (whatever type of Authorised User you are) (the “Agreement”). Where there is any inconsistency between the provisions of these Terms or an Order Form, then the terms of the Order Form shall prevail.

1.4 We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Service. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on our website – <http://www.rio.ai> (the “Website”). The changes will apply to the use of the Service after we have given notice.

2. Definitions: In these Terms the following expressions shall have the following meanings:

2.1. “Account” means your account through which you can access and use the Service using your own unique user ID and password;

2.2. “Authorised User” means each individual user who Rio AI has authorised to access and use the Service and who has agreed and signed up to these Terms which may be employees, contractors or other authorised users as indicated in the Order Form;

2.3. “Content” means the Platform modules provided to you, as specified in the Order Form;

2.4. “Effective Date” means, unless otherwise stated in the Order Form, the date on which you are first given access to the Service;

2.5. “Fees” means the fees to be paid by you to us (or such other entity as we may nominate in any Order Form) as set out in the relevant Order Form and which may be calculated on: (a) an annual subscription ‘per Authorised User per package’ basis; or (b) as set out in (a) but including additional set-up, configuration and consulting/advisory fees (as applicable);

2.6. “Intellectual Property” means patent rights (whether in inventions or processes), design right, copyright, trade mark rights (including the right to use domain names and social media handles and any goodwill and reputation in any mark), rights in confidential information (including know-how and trade secrets), and any and all other intellectual property rights and sui generis rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing;

2.7. “Licence Period” means the period of time for which you can access and use the Content via the Platform and receive the Service and is made up of the ‘Initial Period’ and then further ‘Renewal Periods’, and as further defined and described in Condition 3.2 or otherwise in an Order Form;

2.8. “Order Form” means Rio AI’s order form that is made available either: (a) in paper form and appended to these Terms; or (b) in on-line form to be viewed and completed via the Website;

2.9. “Platform” means our proprietary environmental social governance platform “Rio” and all its underlying technology (including the Website and all hardware, middleware, software, processes, algorithms, user interfaces, know-how, techniques, designs and other

tangible and intangible technical material or information) made available to you by us in providing the Service;

2.10. "User Data" means any content, data, information or material that you input onto the Platform using your Account in the course of using the Service including sustainability information such as, for example, environmental, social, governance, compliance and financial data/information;

2.11: "you" means, unless otherwise indicated, any Authorised User.

3. Grant of Access and Licence and Service Levels

3.1. You are hereby granted a non-exclusive and non-transferable right to use the Service to the extent the Service has been selected and paid for, solely for: (a) if you are an individual Authorised User, your own use as an individual; and (b) if you are an Authorised User of a corporate entity, the internal UK business purposes of such entity on whose behalf you are authorised to use the Service, in all cases subject to these Terms.

3.2. Unless otherwise stated in an Order Form, the licence granted under this Agreement will commence on the Effective Date and continue for the period specified in the applicable Order Form (the "Initial Period"), subject to earlier termination in accordance with Condition 7. Following expiry of the Initial Period, this Agreement will automatically renew for successive periods of twelve (12) months (each a "Renewal Period"), unless either party gives not less than three (3) months' prior written notice of termination, such notice to expire at the end of the Initial Period or any Renewal Period.

3.3. Where you are a corporate entity and have subscribed to the Service on behalf of your Authorised Users you shall procure that all Authorised Users are made aware of and comply with the Agreement and, in particular the Terms relating to access to our Platform and Content in this Condition 3. You acknowledge and agree that you are then solely responsible for each of the Authorised User's use of our Platform and Content and shall be liable to Rio AI for any damage or loss Rio AI suffers as a result of any Authorised User's breach of these Terms.

3.4. In relation to our Platform and Content you shall not:

- (a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way to any third party the Platform or the Content;
- (b) deploy within our Platform or Content any spider, robot, web crawler or other automated query program;
- (c) re-use and/or aggregate any content or material available via the Platform, including the Content, in the provision of a commercial service;

(d) introduce User Data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(e) introduce User Data that Rio AI deems to be irrelevant to the Service;

(f) introduce User Data or otherwise use the Platform or Content in any way that Rio AI deems to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

(g) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form our Platform or Content, except as may be allowed by any applicable law;

(h) attempt to obtain, or assist others in obtaining, access to or taking content from our Platform or Content, other than as provided under this Condition 3.

(i) Where you are a corporate entity and have subscribed to the Service on behalf of your Authorised Users:

(i) access to our Content via the Platform when licensed on a subscription-basis shall be limited to the number of individual Authorised Users listed in the Order Form. If you wish to increase the number of Authorised Users, you must notify us and pay our then current additional user subscription fee for each additional Authorised User;

(ii) the rights granted under this Condition 3 are granted to you and your Authorised Users only for the purposes of your business as carried on at the address given in the Order Form. They shall not be considered granted to any of your other offices, business divisions, subsidiaries, group or holding companies. Each Authorised User must complete our registration procedure, including agreeing to these Terms, and must meet (and remain whilst the Contract continues) the Authorised Users' Requirements set out in the Order Form.

(iii) you shall maintain a list of current Authorised Users and you shall provide such list to us on request;

(iv) you shall keep passwords secure

(v) if you discover that our Content and/or Platform is being accessed and used by third parties who are not Authorised Users or have not entered into an agreement with us permitting them to use the Service you agree to inform us immediately; and

(vi) we may audit the use of our Service regarding the name and password for each Authorised User. Such audit may be conducted no more than once per month, at our expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere

with normal conduct of your business. If such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to our other rights, you shall promptly disable such passwords and shall not issue any new passwords to such individuals.

3.5. You acknowledge and agree that the Service is provided on-line via the Platform and, accordingly, while we shall use our reasonable endeavours to ensure that access to the Service is available at all times and that the Service operates to an appropriate standard, continuous access cannot be guaranteed. However, we shall use our reasonable endeavours to ensure that any steps taken by us to maintain or up-grade the Service are taken at times that ensure minimum disruption to Authorised Users. Rio AI may also, without notice, at its sole discretion, modify the features, availability, operation and/or look and feel of the Platform and Content at any time.

3.6. You acknowledge and agree that you are entirely responsible for User Data. You must evaluate, and bear all risks associated with, the use of User Data or any reliance on said content. In no circumstances will Rio AI be liable in any way for User Data or for any loss or damage of any kind incurred as a result of User Data being made available via the Service. You acknowledge and agree that whilst Rio AI does not pre-screen or approve User Data, Rio AI has the right (but not the obligation) in its sole discretion to refuse, delete or move any User Data that is available via the Service for any reason. You also hereby grant a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence to Rio AI to use the User Data for the purposes of assisting Rio AI in relation to its development of the Service and other internal business purposes.

3.7. The Service will be provided by us using all reasonable care and skill but other than as expressly stated in this Condition 3, time shall not be of the essence in relation to Service availability.

3.8. You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software and the operation of the Service. If you become aware that the operation of the Service, including the Platform or the Content, contains any error, or is incomplete, you shall promptly notify us upon becoming aware of such error or incompleteness. You undertake to refrain from taking any advantage whatsoever, either knowingly or otherwise, of that error or incompleteness (for example, an error in pricing that simply looks too good to be true). Rio AI reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery.

3.9. Where the Platform contains links to other websites and resources provided by third parties, these links are provided for your information only and used at your own

risk. Whilst Rio AI carefully reviews who it provides links to, it has no control over the content of those websites or resources or the frequency with which they are changed and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

4. Your Further Obligations

4.1. You are responsible for complying with all applicable laws and regulations in connection with your use of the Service, including those laws and regulations related to data protection, international communications and the transmission of technical or personal data.

4.2. You shall: (a) notify us immediately of any unauthorised use of any password or Account or any other known or suspected breach of security; and (b) report to us immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you.

4.3. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all User Data, and we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data.

5. Fees, Payment Terms and Refunds

5.1. You shall pay all Fees and/or charges to your account in accordance with the fees and charges specified in the Order Form and your right to use the Service shall not commence until we receive full payment for the Fees and/or charges set out in the applicable Order Form. Rio AI shall issue invoices in respect of the Fees and, unless otherwise agreed, such invoices shall be paid by electronic transfer to a bank account specified by Rio AI in writing. All invoices issued by Rio AI shall be payable within 30 days of the date of the relevant invoice, without set-off deduction or withholding, unless otherwise agreed in an Order Form. Time is of the essence in respect of the payment of all invoices.

5.2. We reserve the right to change our Fees on an annual basis although any changes to our Fees shall not, for the avoidance of doubt, affect any on-going subscription fees in relation to any on-going subscription period that we have already agreed with you in respect of Authorised Users who already use the Service. If we do change our Fees we shall notify you in writing. You may then either accept our Fee changes or elect to terminate the Agreement by notifying us of your wish to do so in writing.

5.3. All amounts and fees stated or referred to in the Agreement are exclusive of VAT.

5.4. We reserve the right to suspend or terminate your access to the Service if any amount due to us from you is in arrears but only after a written demand for payment

has been received by the Customer and subsequently remained unpaid.

5.5. On termination of the Agreement you shall not be entitled to any form of credit, refund or rebate in relation to the Fees.

5.6. We provide access to services on-line and so we do not issue refunds once an Order Form has been completed and Fees for access to the Service, including the Platform and Content, have been paid. Nevertheless, we will consider providing a refund on a case-by-case basis at our sole discretion and this Condition is not intended to affect your statutory rights. If you want to request a refund please contact us at info@rio.ai and we shall consider each request on a case-by-case basis at our sole discretion.

6. Intellectual Property

6.1. We (and our licensors, where applicable) own all right, title and interest, including all related Intellectual Property, in and to our Service, including the associated Platform and Content.

6.2. Other than the right to access and use the Service as licensed to you pursuant to Condition 3, you acquire no right to use or any right, title or interest in the Platform and/or Content and have no right to any Intellectual Property in them.

6.3. "Rio AI" "Rio" and "Waste Expert" and all other names, logos, icons and marks identifying Rio AI and its products and services are trade marks of Rio AI Limited and may not be used without the prior written approval of Rio AI.

7. Termination

7.1. We may, at our sole discretion, terminate your Account and/or use of the Service if you breach or otherwise fail to comply with these Terms, and we may also terminate our obligation to continue to provide the Service by giving you at least 1 month's prior written notice at any time.

7.2. Either of us may terminate the Agreement with immediate effect if the other shall have a receiver or administrative receiver appointed over it or any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the other shall enter into any voluntary arrangement with its creditors or shall be subject to an administration order or shall cease to carry on business.

7.3. On termination of the Agreement your rights to access and use the Platform and Content and receive the Service shall cease. Any rights that have accrued to either of us at the date of termination will remain enforceable after termination.

7.4. When (and howsoever) the Agreement expires or is terminated, Rio AI shall continue to store User Data on its servers for a further 6 months. During this 6-month period, Rio AI will ask you whether you want an electronic copy of your User Data to be sent to your nominated e-mail address. If you confirm you do want a copy then Rio AI shall send it to you at your nominated e-mail address. If you confirm you do not want a copy or if you fail to respond to Rio AI's request within a 6-month period Rio AI cannot guarantee that a copy will be available to you as Rio AI may have edited, deleted, or otherwise anonymised all or part of your User Data. YOU ACKNOWLEDGE AND AGREE THAT ON THE EXPIRY OF THIS 6 MONTH PERIOD YOUR USER DATA AND YOUR ACCOUNT INFORMATION MAY BE EDITED, DELETED AND/OR ANONYMISED AND STORED ON RIO AI'S DATABASE AND THAT RIO AI SHALL HAVE NO LIABILITY TO YOU WHATSOEVER FOR SUCH ANONYMISATION AND STORAGE.

8. Liability

8.1. Rio AI provides access to content and tools in areas of sustainability that help you build your knowledge and assist you in becoming self-sufficient in all aspects of sustainability management. You use the Platform and access the Content at entirely your own risk. You must evaluate, and bear all risks associated with, the use of the Platform and the Content or any reliance on said information. All decisions that you make in relation to the information that the Platform and/or Content provides are made at your own risk. We do not purport to give advice to you of any kind on what you should or should not do in relation to sustainability management and environmental law compliance. We simply provide you with tools and content to help you make such decisions. You remain responsible for any decision that you make in using the Platform and Content, and in taking such decisions regard must be had to the restrictions on the scope of the Service and to the large number of other factors of which you and your chosen advisers are, or should be aware from sources other than the Platform and Content in respect of sustainability management and environmental law compliance.

8.2. The express terms of the Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for the Agreement would be implied or incorporated into the Agreement, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

8.3. Nothing in the Agreement shall operate to exclude or limit liability for: (a) death or personal injury caused by the negligence of Rio AI its servants, agents, employees or sub-contractors; (b) any breach or contravention of the terms implied by Section 2 Supply of Goods and Services Act 1982; or (c) fraudulent misrepresentation.

8.4. Subject to the express provisions of these Conditions, we do not make any representation or warranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service, including the Platform and Content. Neither we nor our licensors represent or warrant that: (a) the use of the Service, including the Platform and Content, will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the quality of the Service, including the Platform and the Content, will meet your requirements or expectations; (c) the Service or the server(s) that make the Service including the Platform and Content, available are free of viruses or other harmful components. The Service, including the Platform and Content, is provided to you strictly on an "as is" basis; (d) any stored data will be accurate or reliable; or (e) any errors or defects will be corrected.

8.5. To the extent permitted by law, we exclude: (a) liability (whether arising in contract, tort or otherwise and whether or not due to its negligence) which we may otherwise have to you as a result of the provision of the Service, including the Platform and Content; (b) any other liability for indirect or consequential loss or damage incurred by you in connection with the Service, including the Platform and Content including any liability for: (i) loss of income or revenue; (ii) loss of profits or contracts; loss of anticipated savings; and, (iii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

8.6. Subject to Condition 8.3, our maximum aggregate liability arising out of or in connection with the Agreement or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed the total subscription payments you have paid to us or the fees you have paid to us on a 'pay as you go' basis (as applicable) in the 6 month period prior to the event in question giving rise to the claim.

9. General

9.1. Confidentiality:

(a) For the purposes of these Terms, 'Confidential Information' means the Agreement and all information obtained by one party from the other pursuant to the Agreement and its performance which is marked, or ought reasonably to be regarded as confidential including Rio AI's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, suppliers, prices, discounts, margins and current trading performance and future business strategy.

(b) Except as provided by Conditions 9.1(c) and 9.1(d), each party shall at all times during the continuance of the Agreement and for 5 years after its expiry or earlier termination: (i) use its best endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (ii) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under this Agreement.

(c) Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.

(d) Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: (i) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or (ii) it is or becomes available to the disclosing party otherwise than pursuant to this Agreement and free from any restrictions as to its use or disclosure.

9.2. Dealing with Rights and Obligations: Rio AI may at any time assign, transfer, charge or otherwise deal in any way with its obligations and the benefit of all or any of its rights under the Agreement. Rio AI may sub-contract any of its obligations hereunder to any third party. You shall not at any time assign, transfer, charge or otherwise deal in any way with your obligations or the benefit of all or any of your rights under the Agreement.

9.3. Events Beyond our Control: Rio AI shall not be able to you for any breach of these Terms or any failure to provide or delay in providing our services through the Platform resulting from any event or circumstance beyond our reasonable control including acts of God; war; riot; civil commotion; fire; flood; adverse weather; terrorist action; nuclear, chemical or biological contamination; governmental order, rule or regulation; failure of telecommunications that provide connectivity to the Platform from a public or private network such as the Internet; and default of suppliers or sub-contractors;.

9.4. Entire Agreement and Variations: The Agreement constitutes the entire understanding and constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement between the parties as to such subject matter. The Agreement may not be altered, amended or modified

except in writing signed by duly authorised representatives of each of us.

9.5. Unenforceability: If any provision in the Agreement is, in whole or in part, held by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of this Agreement and the enforceability and validity of the remainder of the Agreement shall not be affected.

9.6. Notices: All notices given under or in connection with the Agreement shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Condition. Any such notice may be delivered personally by hand (including by commercial courier) or by first class pre-paid letter or by fax or e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; and if by fax or e-mail, when successfully despatched in full.

9.7. Third Party Rights: The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and it is not intended to benefit, or be enforceable by, anyone else.

9.8. Independent Contractors: The relationship of the parties is that of independent contractors and this Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to bind the other or to create a liability against the other in any way.

9.9. Governing law and Jurisdiction: The Contract (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of English courts.

10. Storage of information and Data: We shall use our reasonable endeavours to maintain the security of User Data stored by us as part of the Service (being to a standard no less than that to which we maintain the security of our own data), but otherwise shall have no liability for any unauthorised access gained to such User Data or its deletion, corruption, destruction, loss or failure where it arises: (a) from use of a User identification or password; or (b) otherwise than due to our gross or wilful negligence.

11. Data Security & Hosting

The security of Rio AI 's client data is a top priority for Rio AI and Rio AI is ISO 27001 compliant. The Rio AI platform is built on highly available, highly scalable AWS infrastructure, which synchronously replicates data across multiple data centres located in various AWS availability zones throughout UK, thus ensuring protection against a single point of failure. Additionally, all data is automatically backed up daily and is retained for 7 days, allowing us to restore systems to a point in time within a rolling week. All customer data, as well as backups, are encrypted both at rest and in transit which ensures dual levels of security. AWS guarantees at least 99.95% uptime, however, in the very rare event that we require a reboot or one server doesn't backup, you can be assured that all your data will still be securely saved. If you would like to know more information about data security at Rio AI then please contact our technical support team at info@rio.ai

Company Details:

Company Name: Rio AI (UK) Limited (an English company)

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