

CLIMATE ESSENTIALS™ SOFTWARE PLATFORM – TERMS OF USE

We are proud to be supporting you on your carbon reduction journey. Please use Climate Essentials™ to measure, manage, and reduce the climate impact of your operations. We encourage you to use the graphs, exports, and data from Climate Essentials™ to share your commitments and progress towards your climate goals, and ask that whenever you use insights, data, and graphics from the platform, that you acknowledge and credit us.

INTRODUCTION

These terms of use (our **Terms**) apply to the Climate Essentials™ platform we provide (the **Platform**) which you may access and use on a software as a service basis (the **Services**) via our Sites where you are accessing the Services and Platform as an Authorised User (as defined below) of the Commercial Licensee. Separate terms of use apply to visitors to our websites who are not using the Services.

These Terms, the Privacy Policy and any order form or proposal we may provide to you, together with any other operating rules, policies and procedures we may publish from time to time, together make up the **Agreement** between you and us, setting out the basis on which we provide you, and you may access and use, the Service and our Site. In the event of any conflict or inconsistency between these documents, they will take precedence in the order in which they are stated above.

These Terms are supplemental to the commercial licence agreement (**Commercial Licence**) entered into between us and the person or entity by whom you have been authorised to use the Services (**Commercial Licensee**). Your use of the Services shall be subject always to the terms of these Terms, and to the terms of the Commercial Licence, including your being, at all relevant times, a valid "Authorised User" within the meaning of the Commercial Licence. We do not sell the Services to you. We remain the owners of the Services at all times.

We keep these Terms under regular review. The Terms may change and if so, these changes will be posted on this page and, where you use the Services, notified to you via the Services platform when you next log on or access same, or otherwise notified to you by email, you agree to be bound by the revised Agreement. When you sign up to use the Platform, you should check the latest version of the documents making up the Agreement to make sure that you understand what terms will apply.

This version one of these Terms was most recently updated on 26 June 2023. Where amended versions are published in future you may obtain a copy of these by contacting us at support@climateessentials.com. You should print or save a copy of these Terms for future reference.

If you do not agree with the Agreement, including any amendments to same, you should stop using the Platform (or any relevant Services) immediately.

DEFINITIONS

We use the defined terms in bold text throughout these Terms, which each have the meanings set out below. They should make sense where used in these Terms, but are helpful to know:

Climate Essentials, we us or our refers to Climate Essentials Limited (company number 12007941) whose registered office is at Stag Gates House, 63/64 The Avenue, Southampton, Hampshire, United Kingdom, SO17 1XS, the entity which has licensed you to use the Platform.

Commercial Licence means the commercial licence agreement entered into between us and the Commercial Licensee.

Commercial Licensee means the person or entity by whom you have been authorised and/or sponsored to use the Services.

Data refers to content featured or displayed through our Site or available through our Service, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on our Site or otherwise available through the Service.

Documentation means any manuals, documentation and other supporting materials relating to the Service that we provide or make available to you.

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Equipment means a functioning hardware system and software facilitating access to the following modern and high usage web browsers, namely: Chrome, Mozilla, Firefox, Safari or MS Edge, for the current version of each such browser (although performance is optimised on Chrome), and internet access, or such other relevant software and/or hardware reasonably notified to you by us from time to time. Functionality may be limited on smaller form factor devices.

Group means a given entity and any of its Affiliates.

Marks means: (a) any trade marks, trade names, service marks, trade dress, logos, URLs and domain names; (b) any identifying slogans and symbols; (c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and (d) the "look and feel", of a party to this agreement, whether or not registered.

Our Data is Data that we (or our third-party licensors/service providers) own. All Data that is not User Data is Our Data.

Our Site means our website located at <https://climateessentials.com/>, plus any relevant sub-domains or other websites we operate from time to time through which you may access the Platform. Separate terms apply to use of our other websites generally, which will be made available on those websites where you access them.

Permitted Recipients means you and your employees and any third parties engaged to perform obligations in connection with the Agreement that comply with the data processing terms at section 4.

Personal Data means all data which is defined as 'personal data' under relevant Data Protection Laws and which is accessed, stored or otherwise processed by us as a data processor as part of its provision of the Services to you and to which Data Protection Laws apply from time to time.

Platform has the Climate Essentials™ platform.

Privacy Notice means our privacy notice <https://climateessentials.com/privacy> which applies to the personal data or information which we or our affiliates process from time to time.

Sensitive Data means (a) credit or debit card numbers; personal financial account information; national insurance or social security numbers or equivalents; passport numbers; driver's licence numbers or similar identifiers; passwords; details of racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information defined under the relevant UK and European data protection legislation as "Sensitive Personal Data" (or any similar term which may apply from time to time), or any information subject to the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information as amended or applicable worldwide from time to time.

Service or **Services** means access and use of the Platform on a software as a service basis via the Sites, and the associated Documentation (where applicable). References to use of or access to the Platform shall be similarly construed.

Support means the support as set out at Section 8.

Terms means these terms of use.

User, you, and your refer to the individual or entity accessing the Service, or using/directing the use of the Account; or that mandates the use of the Account in the performance of its functions.

User Data is Data that you create or own.

Your Account means your account through which you log in to access the Service, which serves as your identity on our Site.

1. ACCOUNT TERMS

Account Opening

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When opening your Account, you warrant and represent to us that all information you provide (in connection with that Accounts is true, accurate and complete and that you will inform us it changes at any time whilst you use our Service and Site. This includes where you represent yourself as being legally authorised to represent a third party or provide information on their behalf.

To open an account, you must be single human being responsible for everything done under your account . You must also be capable of entering into legally binding contracts. Therefore, you must also be of legal age to use our Site and Service in the country you reside in (or whose laws apply to them). Accounts registered by automated methods or by multiple individuals are not permitted.

If you do not meet the above criteria, you must not open an account with us. We reserve the right to refuse service to anyone for any reason at any time and you will only be permitted to operate Your Account for the Platform where you have been invited by the Commercial Licensee.

You must not allow any other individual to access or use your Account, remain responsible at all times for any actions taken using your Account and should use your best efforts to prevent any unauthorised access to your Account or the Services.

You accept that you are responsible for all content posted and activity that occurs under any of your Accounts and that we are not liable for any loss or damage from your failure to comply with these obligations.

Account Rules and Requirements

Where you open Accounts with the Platform, and/or use our Service, you must abide by specific rules, which we outline through the Agreement. We have set out some of the most important rules in these Terms below but these may be updated from time to time.

Prohibited Uses

You may use our Site and Service only for lawful purposes. You may not use our Site or Service:

- In any way that breaches any applicable local, national or international law or regulation, including any copyright or trademark laws, export control or sanctions laws. You are responsible for making sure that your use of the Service complies with laws and any applicable regulations, including that you are not prohibited from using or receiving the Services by any relevant laws in the UK or which apply in the country in which you are resident or from which you propose to use or access same;
- In any way that is unlawful or fraudulent, or has any illegal or fraudulent purpose or effect;
- In any way which interferes with the use of our Services by other Users, or attempts to harm them or their business;
- In any way that relates to link building purposes or for the promotion of other goods or services for profit;
- To harm or attempt to harm others in any way, including to bully, insult, intimidate or humiliate any person;
- If you are not able to form legally binding contracts or are under the legal age in the country in which you reside (or to whose laws you are subject at any time);
- To attempt to, or access data not intended for you, such as accessing others' accounts;
- To attempt to scan or test the security or configuration of our Site or our Services or to breach security or authentication measures without proper authorisation from us;
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards (including those outlined in our Code of Conduct) or general standards of decency and propriety; or
- To transmit or procure any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (**spam**), or any other chain letters or promote any pyramid schemes.

You also agree:

- Not use the Services where you cease to be an "Authorised User" for the purposes of these Terms;
- Not to harvest or otherwise collect information about users, including email addresses without their consent, or otherwise access, monitor, or copy any content or information from our Site or our Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Not to use and/or publish any data or graphic relating to the Services that does not include and/or incorporate a visible watermark referencing us and/or any other equivalent reference or credit to us;

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- Not to act illegally or maliciously against our business interests or reputation, or that of other users;
- Not to take any action that might undermine the feedback or rating systems forming part of our Site or our Services;
- Not to, or attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
- Not to, or attempt to, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (or their underlying software), access all or any part of the Services to build a product or service which competes with the Services,
- Not to, save as expressly permitted in these Terms, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;
- Not to access without authority, interfere with, damage or disrupt any part of our Site or Services, any equipment and not to take any action that places excessive demand on our Services, or imposes, or may impose an unreasonable or disproportionately large load, or otherwise disable, overburden or impair (as determined in our sole discretion), our servers or other portion of our infrastructure supporting our Site, network on which our Site is stored, any software used in the provision of our Site or Services or any equipment or network or software owned or operated by any third party;
- To read and comply with any directions or notices posted on our sites from time to time that are relevant to the provision of the Services;
- To use our Site and Services in compliance with any applicable terms that are relevant to in the context of any organisation or company on whose behalf you are working or whom you may represent when using the Platform, and generally per any legal requirements that may otherwise apply to you; and
- Not misuse our Site or Services by knowingly introducing viruses, trojans, worms, logic bomb, or otherwise technologically harmful material. You must not attempt to gain unauthorised access to the server on which our Site resides or any server, computer or database connected to our Site or attack our Site via a denial-of-service attack or a distributed denial-of-service attack.
- **Not to use our Services to collect, manage or process Sensitive Data. We will not accept any liability that may result from your use of the Services to do so. The Services are not designed to comply with industry-specific regulations or other laws relating to industries where financial data or additional Sensitive Data is regularly exchanged, so you may not use the Services otherwise where your communications would be subject to such laws.**

By breaching these provisions, you may commit a criminal offence in the UK or elsewhere. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them.

You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform.

Account Administration

Subject to these Terms, you are responsible for your Account, your User Data uploaded through it, subject to any responsibility your company or employer may vicariously have for your acts or omissions when using the Platform.

By providing any information that relates to a company, you warrant and represent that you are legally authorised to do so. You also warrant and represent that you are legally permitted to deal with any Data you make upload, access, amend or make available via the Platform (either publicly or privately).

Account Security and Login Details

You are responsible for keeping your Account secure while using the Service, including maintaining your Account security at the highest possible level and not disclosing credentials to third parties.

We offer tools such as minimum password requirements to help you maintain security, but the content of your Account and its security are up to you. If you suspect that anyone other than you has wrongfully obtained your password, you should immediately reset it and let us know if you suspect any unauthorised, fraudulent or wrongful activity has occurred through your Account.

You are responsible for all content posted and activity that occurs under your Account, subject to any vicarious

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liability your employer or other organisation may have for your activities or omissions on the Platform.

You accept that we are not liable for any loss or damage from your failure to comply with this security obligation.

Additional Terms and Third-Party Sites and Services

Please note that third party legal terms may apply to your use of our Service. For example, you may be required to agree and adhere to third party terms where, for example, you link to or access independent third-party websites, applications or services (**Third-party Services**) via our Service.

You will need to make your own independent judgement regarding your interaction with any Third-party Services including your use or reliance on the Third-party Services or any other data, products or services available through them, and we are not responsible where any failure of the Services is attributable to their integration with such Third-party Services. The Third-party Services supported by the Services are not guaranteed, may change from time to time, and either you or we must always have a valid third party account or subscription for any such Third-party Services and pay all relevant fees for same (which are not included as part of the Services).

Note that whilst the Agreement sets out your relationship with us, other parties' terms govern their relationships with you, including any agreements which you may reach with other users of the Platform.

Whilst we take no responsibility for your adherence to terms relevant to Third-Party Services or your agreements with other users, you warrant and represent that you will honour and adhere to any applicable terms or agreements when using the Services, and that will not hold us responsible for any interactions with Third-party Services, other Users, including for wrongful or negligent acts or omissions, or breaches of contract.

We do not control such sites, services or resources provided by third parties, or the content, messages or information found in or on, accessible through, or provided by them or integrated with the Services.

We disclaim and will have no liability regarding such sites or services and any actions resulting from your use of the same. The availability of such sites or services on our Services, or their recommendation by other Platform Users, does not mean we endorse, support or warrant such sites, resources or services.

Data Standards and User Interaction

User Data

You may create or upload User Data while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User Data that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Data. We are not responsible for any public display or misuse of your User Data unless we have breached our obligations to keep any private User Data confidential.

You warrant and represent that you will only upload Data that you have the right to post and that you will fully comply with any third-party licences relating to Data you interact with or upload.

We do not pre-screen or actively monitor User Data. Still, we have the right (though not the obligation) to refuse or remove User Data that, in our sole discretion, violates any of our terms or policies (including the Standards outlined below).

User Data Standards

These standards (**Standards**) apply to any User Data that you upload to our Site. The Standards must be complied with in spirit and to the letter and apply to each part of User Data and its whole. We will determine, at our sole discretion, whether any User Data breaches our Standards.

You warrant that any User Data complies with the Standards set out in these Terms.

Any User Data must:

- Be accurate (where it states facts);
- Be genuinely held (where it expresses opinions); and
- Comply with the law applicable in the UK and in any country from which it is posted.

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User Data must not:

- Be defamatory of any person;
- Be obscene, offensive, hateful or inflammatory;
- Bully, insult, intimidate or humiliate;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right, trademark or other intellectual property rights of any other person;
- Be likely to deceive any person;
- Breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be in contempt of court;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person;
- Give the impression that it emanates from or relates to us or one of our employees, or a company or entity and one of its employees or representatives, unless genuine;
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducements to the commission, preparation or instigation of acts of terrorism;
- Contain viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect any computer software or hardware operation adversely; or
- Contain any advertising or promote any services or web links to other sites.

2. PRIVATE DATA

Where the Platform includes any feature that allows you to store User Data privately on your Account, we consider this Data to be confidential to you (subject always to the licences outlined in Section 3 below).

On the basis that we accept no liability, we will use reasonable endeavours to protect such User Data from unauthorised use, access, or disclosure in the same manner that we would use to protect our confidential information of a similar nature and in no event with less than a reasonable degree of care.

Access

Typically, our personnel will only access such private User Data in the following situations:

- with your consent and knowledge, for support reasons or as otherwise set out in these Terms;
- if we have reason to believe the contents of a private account violate the law or of these Terms, in which case we reserve the right to access, review, and remove them;
- where we are compelled by law to disclose such Data; or
- when access is required for operational or security reasons, including when access is required to maintain ongoing confidentiality, integrity, availability and resilience of our systems and Service (in which case access will be limited to specifically authorised personnel and only exercised to the extent necessary to facilitate such purposes).

None of these are commonplace activities.

You may also choose to enable additional access to your private Data. For example, you may enable various services or features that require other rights to User Data on your private Account. These rights may vary depending on the service or feature, but we will continue to treat your private User Data as confidential. If those services or features require rights in addition to those we need to provide the Climate Essentials Service, we will explain those rights.

3. INTELLECTUAL PROPERTY

Intellectual Property Notices

We or our licensors own all Our Data, including all intellectual property rights of any kind related to our Site and Service, and reserve all rights that are not expressly granted to you under the Agreement.

The Climate Essentials™ name and brand, and associated logos, are the registered or unregistered trademarks of our licensors.

You may not duplicate, copy, or reuse any portion of our Site or Service or licensor's trademarks, without our express permission, save as set out in the "Linking to Our Site" section below.

Nor must you access our Site or Service where you are engaged as an employee or contractor with any business that competes with our own or to attempt to gain access to our confidential information with a view to building, creating or amending any software or service which competes with any element of the Service offered by us.

LICENCE GRANTS

Using our Site and Service means you are granted specific licences or rights by both other users and us, and that is required; in turn, you grant specific licences or rights to other users and us.

Each of these licences is described below:

The Licence We Grant to You

In consideration of you agreeing to abide by the Terms we grant you a revocable, non-transferable, non-sublicensable and non-exclusive licence to use the Services on the basis outlined below, subject to the Terms, the terms of the Commercial Licence and the terms of the Privacy Policy for the relevant duration of the Commercial Licence. We reserve all other rights.

You may access and use the applicable functions of the Services only to facilitate the reporting and management of carbon data analytics and otherwise making use of any of the functionality offered by the Software (including that contemplated within the Documentation) within its functionally contemplated purposes only, subject to the terms of the Commercial Licence (if you are unclear whether you meet these requirements or what usage is permitted, please contact the Commercial Licensee)

Your Licence to Link to Our Site

You may link to our Site (including where you do not have an account with us), provided you do so fairly and legally and in a way that does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site on any website that you do not own unless you have relevant authorisations. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in these Terms. Our Site must not be framed on any other site.

We may withdraw this licence at any time on notice. If you have an Account with us and wish to link to or make any use of Data on our Site other than that set out above, please contact us.

The Licence You Grant to Us

By opening an account with us, you grant and assign us, and our successors, and the Commercial Licensee, a non-exclusive, worldwide, royalty-free licence and right to store, utilise, and display User Data (in the manner in which you have made it available), and make copies as necessary to provide the Service and our Site. For example, this includes a right to do things like copy it to our database and make backups to display the User Data and to analyse the User Data (the **Non-Anonymised Licence**).

We may also use User Data we have gathered in an anonymous manner. You agree that you grant to us and our successors, and the Commercial Licensee, a worldwide, royalty-free, perpetual, nonexclusive, transferable,

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sublicensable and irrevocable license to use and otherwise exploit such User Data in any manner and for any purpose (the **Anonymised Licence**), provided that such information does not contain any personal data, identify your or any of your contacts specifically and is used solely in an anonymised manner.

As noted above and in our Privacy Notice <https://climateessentials.com/privacy/> we do not sell your User Data on a non-anonymised basis, or otherwise distribute or use it outside the context of providing the Service and our Site as noted above.

Whilst the Non-Anonymised Licence will end within a certain duration after you cease to use the Platform and terminate your corporate Account with us (and our retention policies in relation to personal data comprised in User Data are outlined in our Privacy Notice), the Anonymised Licence is perpetual, and we may retain such data indefinitely. <https://climateessentials.com/privacy/>

Feedback

We're always trying to improve our Services, and your feedback will help us do that.

If you give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback for our products or services (**Feedback**) concerning our Service, you acknowledge and agree by accepting the Agreement that our licensors will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual licence to implement, use, modify, commercially exploit or incorporate the Feedback into our products, services, and documentation, including the Platform.

Moral Rights

Where you otherwise hold same, you retain all moral rights to User Data that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us or our licensors, to enable us and them to reasonably exercise the rights granted to us and them by you above, but not otherwise.

Intellectual Property Infringement

If you believe that content on our Site infringes your intellectual property rights or other applicable legal rights you may have, please contact us via support@climateessentials.com. We cannot be responsible if you have failed to provide us with the relevant information, and we can only use reasonable efforts to investigate such complaints. There may be legal consequences for sending a false or frivolous notice, and we will close your Account if you repeatedly send wrongful intellectual property infringement notices.

4. CONFIDENTIALITY

As a User, you may get access to information that isn't yet publicly available about new products and features that we or our licensors plan to offer. Where we've indicated that such information ought to be kept confidential at the time of disclosure, given the nature of this information, it's important to us that you do so.

You agree that any information we publish on the Platform (or otherwise provide you with) that isn't yet in the public domain, for example, information about a preview for a new service, is our confidential information (**Confidential Information**), whether or not expressly labelled as such. You agree only to use such Confidential Information to provide feedback on any new service (where we have asked for this) or as we otherwise permit in writing (the **Purpose**), not for any other purpose.

You also agree not to disclose, publish, or share any Confidential Information with or to any third party unless we have expressly encouraged this in writing, and then only in the manner we have encouraged or facilitated (for example, where you are part of a forum we have organised to trial or discuss a new service and we have asked for feedback from all forum users).

Finally, you agree to exercise the same degree of care with our Confidential Information to prevent any breach of the above terms as you would with your own sensitive, private or confidential information, which shall, in any event, be no less than a reasonable degree of care.

Exceptions

Confidential Information does not include information that is:

- (or becomes) publicly available without breach of the Agreement through no act or inaction on your part (for example, where a previously private new Service is rolled out as a regular Service by us);
- independently developed by you without breach of any confidentiality obligation to us or any third party; or
- disclosed with our express written permission from us.

If you are required to disclose Confidential Information according to any order by a court or regulatory authority with jurisdiction over us, provided that we have been given reasonable advance written notice to object (unless prohibited by law) and the disclosure is limited to the maximum extent possible to comply with such an order of law.

5. CANCELLATION OR TERMINATION OF YOUR ACCOUNT

Your Cancellation Rights

You can cancel your Account at any time by following the steps set out within the Service. We do not cancel Accounts in response to an email or contact form request.

The Commercial Licensee may also cancel their agreement with us, in which case cancellation will take effect immediately. You will be notified of this at the point of cancellation.

Our Termination Rights

We have the right to suspend or terminate your Account and your access to all or any part of our Site at any time, without notice and without giving a reason, including where we believe a breach has occurred, either by you of these Terms or by the Commercial Licensee who pays for your account of their relevant terms of service, or there has been a prolonged period of inactivity on particular Accounts, unless we have agreed otherwise with you. If you have not breached the Agreement, we would typically endeavour to notify you in advance of such cancellation.

Consequences of Termination

Once your Account has been terminated, we will retain and use relevant non-anonymised User Data as outlined in our Privacy Notice <https://climateessentials.com/privacy/>. We will then anonymise your User Data per those terms. Once your Account has been deleted, we cannot recover your non-anonymised User Data.

We will not delete User Data that:

- you have posted on another User's profile, or where you have interacted with them (i.e. your messaging history, which will be retained as long as those Users continue to use the Services);
- that other Users have copied or used in accordance with the relevant Licence granted to them under these Terms; or
- has been published on a publicly accessible part of the Platform.

If your Account is closed, then the Agreement will be deemed terminated.

All provisions of the Agreement which, by their nature or the context, are required or contemplated to survive termination or expiry of the Agreement will survive termination including, but not limited to, the intellectual property provisions, any disclaimers, the indemnity, and the limitations on our liability set out within these Terms.

6. COMMUNICATIONS

For contractual purposes, to the extent permitted by law, you:

- consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and

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- agree that all terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper.

Legal notices or service of proceedings you wish to provide must be in writing and served at our registered office address, per the relevant English legal requirements.

7. SUPPORT SERVICES

As the Platform is provided to you on a free of charge basis, we may offer Support to you, as outlined in the Commercial Licence. All support requests must be routed through the Commercial Licensee's product experts in the first instance and where we, at our sole discretion, do offer Support, this is provided entirely without guarantee / liability as between you and us.

In such circumstances, if you desire a reply you must be available to interact with our support team via telephone or email where they have any queries regarding a particular support request.

8. DISCLAIMER OF WARRANTIES – PLEASE REVIEW CAREFULLY

We provide our Site, Support and the Service "as is" and "as available" without any kind of warranty representation, or condition (other than any warranties given by us under the Commercial Licence). Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding our Site and the Service or the content, statements or other information contained on the Site, or products or services you may access through it, including, but not limited to, those of title noninfringement, merchantability, and fitness for a particular purpose.

You acknowledge that all Services may be subject to change at any time without notice. You use Services entirely at your risk. Access to the Services is permitted at our sole discretion, and we may suspend, withdraw, discontinue or change all or any part of the Services, either generally or to you specifically, at any time, for any reason, with or without notice.

You acknowledge and agree that access and use of any applicable Services we offer through your Account constitutes reasonable and sufficient consideration. In return for that access, you are willing to adhere to the terms of the Agreement, including these Terms.

Any content published or made available to you by us through or in connection with the Platform is provided for your general information purposes only and has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and any content on it.

We are not responsible for any content or data posted on the Platform by third parties, or built into the Platform interface that was provided specifically by us.

Neither we nor our affiliates or any of their respective employees, agents, merchants, third-party content providers or licensors, or any of their officers, directors, employees or agents warrant that the Service will meet your requirements; that the Service or Site or your use of them will be uninterrupted, secure, or error-free; that the information provided through the Service is accurate, complete, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components.

You assume full responsibility and risk of loss resulting from your downloading or using files, information, content or other material obtained from the Service.

To the extent permitted by law, time shall not be of the essence for any timeframes we might specify that we will comply with from time to time.

It is your responsibility to ensure you have adequate Equipment as we specify from time to time to access the Services.

9. LIMITATION OF LIABILITY– PLEASE REVIEW CAREFULLY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We disclaim any representations, warranties and conditions, whether express or implied, as to the operation of our Site or the products or services accessible or available through our Site, including, but not limited to those of title noninfringement, merchantability, and fitness for a particular purpose.

We disclaim all liability, however arising, for any loss or damage above the total amounts paid by you to us over the period of 12 months immediately preceding the date of the relevant claim. Where you have not paid anything as an individual user, our liability to you shall be nil. This disclaimer does not affect any separate liability caps agreed in any contract between us and the Commercial Licensee with whom your Account is associated.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use our Site; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- loss of, damage to, or corruption of data; or
- any indirect, special or consequential loss or damage,

whether those losses are foreseeable, known, foreseen or otherwise.

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from (a) the use, disclosure, or display of your User Data; (b) your use or inability to use the Service; (c) any modification, price change, suspension or discontinuance of the Service; (d) the Service generally or the software or systems that make the Service available; (e) unauthorised access to or alterations of your transmissions or data; (f) statements or conduct of any third party on the Service; (g) any other user interactions that you input or receive through your use of the Service; or (h) any other matter relating to the Service.

Our liability is limited whether or not the parties have been informed of or are aware of the possibility of such damages.

10. INDEMNITY AND RELEASE – PLEASE REVIEW CAREFULLY

You expressly agree that use of the Site and our Service is at your sole risk.

If you have a dispute with any other User(s) or third parties, you agree to release us from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify, defend, and hold us and our group companies, employees and licensors harmless from and against any claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Platform and the Service, including but not limited to those arising from your violation of the Agreement, provided that we:

- promptly give you written notice of the claim, demand, suit or proceeding;
- subject to you giving us such security as to financial cost as we reasonably require, and to our right to participate in and be advised on the progress of settlement of any claim via a counsel of our choosing, give

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you primary control of the defence and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases us of all liability); and

- supply to you all reasonable assistance with the subject matter of the claim, at your expense.

11. CHANGES TO THE PLATFORM

Save to the extent we have given any express commitments in the Commercial Licence to the contrary, we reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part of it) and our Services with or without notice.

12. GENERAL

The Agreement, its subject matter (including your access to and use of our Site and Services) and its formation (including any non-contractual disputes or claims) are governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England.

We may assign, novate, transfer, sub-contract or otherwise deal with the Agreement (or any of our rights or obligations under it), in whole or in part, to any person or entity at any time with or without your consent. If we sub-contract our commitments, we shall still be responsible to you for performance by our sub-contractors. You may not assign or delegate any rights or obligations under the assign, novate, transfer or otherwise deal with the Agreement without our prior written consent. Any unauthorised assignment and delegation by you shall have no legal effect.

If any part of the Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties original intent. The remaining portions will remain in full force and effect. Any failure to enforce any provision of the Agreement will not be considered a waiver of our right to enforce such provision. Our rights under the Agreement will survive any termination of the Agreement.

The provisions of the Agreement (other than any payment terms, which are solely between you and us) apply equally to and are for our benefit and that of our parent companies, subsidiaries, subsidiaries of parent companies and affiliates, and our licensors, including our Group (as defined above), and each shall have the right to assert and enforce such provisions directly or on its behalf, including (without limitation) the limitation of liability and indemnity provisions. Otherwise, no one other than a party to the Agreement has any right to enforce any of its terms.

No waiver by us of any breach or default or failure to exercise any right allowed under these terms is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under these Terms. The section headings used herein are for convenience only and shall be of no legal force or effect.

The Agreement may only be modified by a written amendment signed by an authorised representative of us or by the posting by us of a revised version of the relevant documents forming the Agreement as highlighted at the beginning of these Terms.

We will not be liable for any default or delay due to events beyond our reasonable control, including acts of God, failure of telecommunications networks, failure or default of our hosting services provider, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events.

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by the Agreement.

The Agreement represents the complete and exclusive contract between you and us and supersedes any proposal or prior agreement, oral or written. Any other communications between you and us relating to its subject matter, including any confidentiality or nondisclosure agreements.

The Agreement and correspondence by or between us regarding same will be and take place in the English language only. We make no promise that the Platform is appropriate or available for use in locations outside the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative. In any event, when using the Platform you are responsible for compliance with local laws where they

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apply.