

Terms of Use

Effective Date: November 1, 2023

You can find our previous terms as of April 21, 2021 [here](#)

These terms of use (“**Terms of Use**”) constitute a legal agreement between you and each of Validere Technologies, Inc. and Validere Technologies, Ltd. (“**we**”, “**us**”, “**our**” or “**Validere**”). The Terms of Use govern your access to, and use of, Validere’s web and mobile applications, portals, platforms, websites, content, products, software and services, including without limitation, Carbon Hub and Ledger and any other products which Validere may offer from time to time (individually and collectively, the “**Platform**”). By accessing and utilizing any of the Platform, you hereby agree that you: (i) have read, understand and agree to be bound by these Terms of Use; and (ii) agree and acknowledge that these Terms of Use govern your use of the Platform from within any country in the world. If you do not agree to these Terms of Use, you may not access or use the Platform.

“**Supplemental Terms**” may apply to certain portions of the Platform, such as enterprise-level subscription or service agreements between Validere and you or your Organization (as defined below) or Validere’s privacy policies. In the event of a conflict between these Terms and Use and any Supplemental Terms, the Supplemental Terms shall govern in respect of that conflict.

The Platform may be made available or accessed in connection with third party web or software services or include third party generated content that Validere does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party portions of the Platform.

Section 1 Acceptance, Access and Amendments.

Open Access Platform: For portions of the Platform which do not require the creation of a login account, you may accept these Terms of Use by clicking a box, or by otherwise affirmatively indicating your acceptance and subsequently, by continuing to access and use the Platform. These Terms of Use expressly supersede prior agreements or arrangements with you and Validere regarding the provision or use of the Platform. Validere may amend these Terms of Use from time to time, and will post such amendments at its website at: <https://validere.com/terms-of-use>.

Login Access Only: For portions of the Platform which may only be accessed by the creation of a personal user “**Account**” as part of an individual or enterprise-level subscription, your ability to create an Account will require you to agree to these Terms of Use and to provide certain personal information, such as your name, address, email and phone numbers. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date account information may result in your inability to access or use the Platform. You must be at least 18 years of age to obtain an Account.

You agree to only access the Platform on your own behalf or on behalf of the organization that employs you or on whose behalf you are performing services (your “**Organization**”). You are responsible for maintaining the confidentiality of your Account login credentials and for all access to and use of the Platform through such login credentials (whether or not authorized by you). You may not assign or otherwise transfer your Account to any other person or entity.

You agree to comply with all applicable laws when accessing or using the Platform, and you may only access or use the Platform for lawful purposes and in accordance with these Terms of Use. You will not, in your use of the Platform, cause nuisance, harassment, annoyance, inconvenience, personal injury, or property damage to any party, including Validere, its affiliates or any of their employees, agents or contractors.

Validere may amend these Terms of Use from time to time, and will, at Validere's sole election, post such amendments at its website at <https://validere.com>, require you to agree to the revised Terms of Use upon a subsequent login to the Platform, or to email you a copy of the amended Terms of Use.

Section 2 Usage Data.

You acknowledge and agree that Validere may collect non-personal usage data when you access and use the Platform, such as your browser or device type and information about how you navigate and interact with the Platform. Our service providers may use this information to generate usage reports and analytics that help us manage, evaluate, analyze, troubleshoot, and improve the Platform. You acknowledge and agree that we may associate such non-personal usage data with your Validere account and/or your Organization to help better understand usage patterns and improve the Platform and services we provide to our customers generally.

We may also use third-party analytics services to obtain aggregated statistical information about the usage of the Platform to help us improve our services, performance, and user experiences.

Section 3 Ownership

You acknowledge and agree that all content and materials made available through or in connection with the Platform are protected by either our rights, or the rights of our licensors or other third parties, of copyright, trademarks, service marks, patents, or other proprietary rights and laws. You may not use any of the marks, logos, domains and/or trademarks that you may find on or in connection with the Platform unless you have our written permission. All rights not expressly granted herein are reserved.

Section 4 Use of the Platform.

Subject to your compliance with these Terms of Use and any additional restrictions set forth in any Supplemental Terms, Validere grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to: (i) access and use the Platform on your personal devices; and (ii) access and use the content, information and related materials that may be made available through the Platform, in each case solely for your personal or your Organization's use. Any rights not expressly granted herein are reserved by Validere and Validere's licensors.

Except as expressly provided in these Terms of Use, you may not: (i) remove any copyright, trade mark or other proprietary notices from any portion of the Platform; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform except as expressly permitted by Validere; (iii) decompile, reverse engineer or disassemble the Platform; (iv) link to, mirror or frame any portion of the Platform; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Platform or

unduly burdening or hindering the operation and/or functionality of any aspect of the Platform; or (vi) attempt to gain unauthorized access to or impair any aspect of the Platform or its related systems or networks.

Section 5 Feedback

If you choose to provide suggestions, comments or other feedback to Validere with respect to the Platform (collectively, “**Feedback**”), you hereby grant to Validere a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

Section 6 Disclaimers and Limitation of Liability

ALL PORTIONS OF THE PLATFORM ARE PROVIDED ON A STRICTLY “**AS IS**”, “**AS AVAILABLE**” AND “**WITH ALL FAULTS**” BASIS. VALIDERE, ITS AFFILIATES AND LICENSORS GIVE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE PLATFORM (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THEREON) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE OPERATION, QUALITY, ACCURACY, TIMELINESS OR CORRECTNESS WITH RESPECT TO ANY CONTENT CONTAINED ON THE PLATFORM (WHETHER GENERATED BY VALIDERE OR BY ANY THIRD PARTIES), RELIABILITY, COMPLETENESS, SUITABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR PURPOSE. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM, AND ANY PLATFORM OR ANY CONTENT RECEIVED BY YOU THROUGH THE USE OF THE PLATFORM, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. VALIDERE DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD PARTY SERVICE PROVIDERS OR USER CONTENT GENERATORS, INCLUDING WITHOUT LIMITATION, ANY USERS WHO SUBMIT INFORMATION ON THE LEDGER PLATFORM, AND ASSUMES NO LIABILITY FOR THE ACTS OR OMISSIONS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, FRAUD, WILFUL MISCONDUCT OR NEGLIGENCE CAUSED BY ANY THIRD PARTY. VALIDERE DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY THIRD PARTY USER CONTENT AVAILABLE ON OR LINKED TO BY THE PLATFORM. VALIDERE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

VALIDERE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS OPPORTUNITIES, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM, EVEN IF VALIDERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VALIDERE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE PLATFORM OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM. VALIDERE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND VALIDERE'S REASONABLE CONTROL. IN NO EVENT SHALL VALIDERE'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE PLATFORM FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED CANADIAN DOLLARS (CAD \$100).

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 6 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

Section 7 User Provided Content

Validere may, in Validere's sole discretion, permit you and other third parties from time to time to submit, upload, publish or otherwise make available to Validere through the Platform textual, audio, and/or visual content and information related to the Platform, initiation of support requests, and submission of other content or ideas ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to Validere, you grant Validere and its affiliates a worldwide, perpetual, irrevocable, transferable, license for no fee, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Platform and Validere's business and on third-party sites and Platform), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you submit to the Platform, or you have all rights, licenses, consents and releases necessary to grant Validere and its affiliates the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Validere's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene unlawful, or otherwise offensive, as determined by Validere in its sole discretion, whether or not such material may be protected by law. Validere may, but is not obligated to, review, monitor, or remove User Content, at Validere's sole discretion and at any time and for any reason, without notice to you

Section 8 Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Platform from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates thereto. Validere does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications

Section 9 Terminating Access to the Platform.

You acknowledge and agree that we may terminate your access to, and use of, the Platform (a) if you breach (or we reasonably believe you have breached) these Terms of Use or any Supplemental Terms; (b) if required by applicable law; or (c) if we discontinue the provision of the Platform to our users generally. You acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for, or resulting from, any termination of your access to the Platform.

Section 10 Miscellaneous

- (a) **Entire Agreement.** These Terms of Use, together with the Supplemental Terms, constitute the entire agreement between you and Validere with respect to the subject matter hereof.
- (b) **Governing Law.** These Terms of Use shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, excluding their rules governing conflicts of laws. Both parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction sitting in Toronto, Ontario, or in such other jurisdiction as Validere may enforce its rights.
- (c) **Severability.** To the extent any provision of these Terms of Use, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms of Use shall remain in effect as written.
- (d) **No Waiver.** Validere shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of Validere. No delay or omission on the part of Validere in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.
- (e) **Modifications.** Validere reserves the right to make any changes to the Platform, its content and/or services offered through the Platform at any time and without notice. Validere may modify these Terms of Use (in whole or in part) at any time in accordance with applicable law.
- (f) **Assignment.** You may not assign or transfer these Terms of Use in whole or in part without Validere's prior written approval. You give your approval to Validere for it to assign or transfer these Terms of Use in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Validere's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you or Validere as a result of the contract between you and Validere or use of the Platform.
- (g) **Notices.** Validere may give notice by means of a general notice on the Platform, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Validere by written communication to support@validere.com.