

Terms of Use

Effective Date: January 15, 2025

You can find our previous terms as of November 1, 2023 [here](#).

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.

Validere may amend all or a portion of these Terms of Use from time to time, and will post such amendments at its website at: <https://validere.com/terms-of-use> and may require you to affirmatively agree to the revised Terms of Use upon a subsequent use or login to the Platform, or to email you a copy of the amended Terms of Use if such contact information has been provided to us.

“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), Validere’s privacy policies and/or Validere’s Data Processing Agreement. 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 Open Access portions of the Platform.

Enterprise Subscription 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 enterprise-level subscription, your ability to create an Account will require you to be a named permitted user by the enterprise subscriber, and you will be required 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 may also lose access to the Platform if the enterprise subscriber removes you from the list of permitted users. As a condition to your eligibility to obtain an Account, you hereby represent and warrant that you are at least 18 years of age. Access to the Platform is strictly prohibited to any individuals under the age of 18 years of age, and Validere does not knowingly provide access to the Platform or collect or solicit personal information from individuals under age 18.

You agree to only access the Platform solely in a commercial or employment context, and not in an individual or household context, and solely 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.

Beta, Early Access and Previews: From time to time, Validere may offer you access to use certain features, technologies, and services that are not yet generally available, including, but not limited to, any products, services, or features labelled “beta”, “preview”, “pre-release”, or “experimental”, and any related Platform service (each, a “Beta Service”).

You must comply with all terms related to any Beta Service set forth herein, as well as any other Supplemental Terms governing the use of the Beta Service that are made available to you. Validere may add or modify such terms, including lowering or raising any usage limits related to access to or use of any Beta Services at any time. Validere may add, modify, or remove functionality, features, documentation, or other related aspects of any Beta Service at any time. These aspects may differ from any generally available version of the applicable Beta Service. Service Level Agreements provided in any enterprise subscription do not apply to your use of a Beta Service.

You may provide Validere with information relating to your access, use, testing, or evaluation of Beta Services, including observations or information regarding the performance, features, and functionality of Beta Services (“Test Observations”). Validere will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of any Beta Service.

Validere may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Validere. Unless otherwise communicated to you, any Beta Service made available to you is provided for mutual evaluation purposes only. After suspension or termination of your access to or use of any Beta Service for any reason, (a) you will not have any further right to access or use the applicable Beta Service, and (b) your Content used or submitted in the applicable Beta Service may be deleted or inaccessible, and your Content may not be migrated over to a generally available version of the applicable Beta Service.

WITHOUT LIMITING ANY DISCLAIMERS IN THESE TERMS OF USE, YOU AGREE AND ACKNOWLEDGE THAT BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, VALIDERE IS PROVIDING BETA SERVICES TO YOU “AS IS.” VALIDERE AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, VALIDERE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

VALIDERE'S AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER ANY SEPARATE AGREEMENT SPECIFICALLY GOVERNING YOUR USE OF THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

Section 2: Usage Data

You acknowledge and agree that Validere may collect 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 usage data with your Validere Account and/or your Organization to help better understand usage patterns and improve the Platform and services we generally provide to our customers.

We may also use third-party analytics services to obtain aggregated statistical information about the Platform's usage 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 of 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 in a commercial or employment context, and not in an individual or household context, and solely on behalf of the your Organization's use and purposes. Any rights not expressly granted herein are reserved by Validere and Validere's licensors.

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.

Validere does not control any third-party websites, and is therefore not responsible for the content of any linked website or any link contained in a linked website referred to on the Platform, including those websites linked in any User Content (defined below). Linked websites are not part of the Platform. The inclusion of any link on the Platform does not imply Validere's endorsement, investigation or verification by Validere of the linked website or information contained therein and Validere does not make any representations regarding the privacy practices, security, content or accuracy of materials on such third-party sites.

Biometric Authentication Login Services:

Validere may, from time to time, offer you the ability to use your "Biometric Credentials" (including fingerprints, facial map or any other biometric data) that are registered or stored on your mobile device as an alternative to using your login, password and/or two-factor authentication "Security Key" for verifying your identity and accessing the mobile Platform application ("App") on those devices (the "Biometric Authentication Service"). To activate the Biometric Authentication Service, you must activate the biometric identity sensor module on your device and complete the steps specified on the App. Once successfully registered, you may authenticate your identity with your Biometric Credentials in lieu of your Security Key. Having activated the Biometric Authentication Service on your device, you may still choose to login with your Security Key. You may deactivate the Biometric Authentication Service at any time by completing the steps specified on the App. We have the right to specify or vary, from time to time, the scope and features of the Biometric Authentication Service without prior notice to you.

By using the Biometric Authentication Service, you consent to the authentication process and our access to and use of the information obtained via the biometric identity sensor module. Validere does not store your Biometric Credentials.

You understand and agree that in order to use the Biometric Authentication Service you must:

- a) be a valid user of the App in a commercial or employment context, and not in an individual or household context, and solely on behalf of your Organization's use and purposes;
- b) install the App on a compatible Apple or Android mobile device and such other electronic equipment that we may accept for use with the Biometric Authentication Service from time to time;
- c) activate the biometric identity sensor module on your device and register at least one of your Biometric Credentials; and
- d) re-activate the Biometric Authentication Service and agree to these terms: (i) for each new device that you use; and (ii) each time that you reinstall the App or delete the local data on your device.

You fully understand and agree that upon successful registration for the Biometric Authentication Service on a device, all Biometric Credentials stored on that device must be your own. If you store any other person's Biometric Credentials or allow any other person's Biometric Credentials to be stored on the device, you are responsible for all liabilities related to the unauthorized access to the Platform by you or any other person.

The Biometric Authentication Service is provided to you on an "as is" and "as available" basis. We do not warrant that the Biometric Authentication Service will be available at all times, or that it will be compatible with any electronic equipment, software, system or services that we may offer from time to time. Validere is not responsible for the biometric identity sensor technology. We do not give warranty, whether express or implied, of any kind including any warranty of quality, accuracy or performance, merchantability, fitness for a particular purpose, title or non-infringement of right.

Validere is not liable for any losses, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use the Biometric Authentication Service, for any reason and regardless of cause.

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) OR ANY CONTENT CONTAINED ON THE PLATFORM, 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 DISCLAIMERS IN THESE TERMS OF USE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

WHERE YOU HAVE AN ENTERPRISE-LEVEL ACCOUNT FOR THE PLATFORM, WITH YOUR ACCEPTANCE OF THESE TERMS OF USE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION WITH RESPECT TO THE COVENANTS AND OBLIGATIONS SET FORTH IN THESE TERMS OF USE, AND REFERENCES TO "YOU" SHALL ALSO REFER TO THE ORGANIZATION THAT YOU REPRESENT.

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 (including photographs, commentary and feedback among Users about the same), third party website links, 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, or where you are not the owner of the User Content, Validere does not purport to have any ownership interest in such third-party-owned User Content. 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, 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, third-party consents and releases necessary to grant Validere and its affiliates the license to the User Content as set forth above; (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, confidentiality or privacy, or result in the violation of

any applicable law or regulation; and (iii) the User Content is not defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Validere in its sole discretion, whether or not such material may be protected by law. Upon Validere's request, you agree to provide Validere evidence of third-party consent and releases you obtained related to your User Content. 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.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS VALIDERE FOR ANY LOSS, DAMAGES, CLAIMS, COSTS AND EXPENSES (INCLUDING ON A SOLICITOR-CLIENT BASIS) RELATED TO THIRD-PARTY CLAIMS OR LAW ENFORCEMENT PROCEEDINGS REGARDING THE USER CONTENT YOU SUBMIT OR UPLOAD TO THE PLATFORM, INCLUDING WITHOUT LIMITATION: i) CLAIMS REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, RELEVANCE, AND TIMELINESS OF SUCH INFORMATION; ii) CLAIMS ARISING FROM ALLEGED BREACHES OF APPLICABLE PRIVACY LAWS; (iii) CLAIMS REGARDING THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (iv) CLAIMS REGARDING INVASION OF PRIVACY, HARASSMENT, DEFAMATION, LIBEL, FRAUD, OR THE INFLICTION OF EMOTIONAL DISTRESS; OR (V) CLAIMS ARISING FROM ANY OF YOUR BREACHES OR VIOLATIONS OF THESE TERMS OF USE.

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; (c) if your Organization advises that you

are no longer an authorized user for its enterprise-level subscription; or (d) 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 determine in its sole and unfettered discretion to 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.