



CLIMAGAP

CLIMAGAP PTE. LTD.

TERMS AND CONDITIONS OF USE

The Site is owned and operated by Climagap. The following Conditions govern your use and/or access of the Site. By using or accessing the Site, you are deemed to have accepted and agreed to be bound by these Conditions. It is your responsibility to ensure that you have read and understood these Conditions and any accompanying risks, obligations and responsibilities. If you do not agree to any part of these Conditions, please do not use and/or access the Site.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Conditions" : The terms and conditions contained herein and any amendments from time to time, as published on the Site.

"Personal Data" : Data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number, credit card information and any other information disclosed to Climagap during usage that may enable Climagap or a third party to identify you.

"we", "our" and "us" : Climagap Pte. Ltd.

"Site" : Web version of the website located at www.climagap.com. which includes both web and mobile platforms.

"you" or "your" : Individuals who are 18 years of age or older, or otherwise under the supervision of a parent or legal guardian.

1.2 Interpretation

(a) The headings in these Conditions are inserted for convenience only and shall not affect the interpretation of these Conditions.

(b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female, other or neuter).

(c) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.

2. ACCESS AND USE OF THE SITE

2.1 Terms of Use. By using and/or accessing the Site, you hereby agree that:

(a) if you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Conditions and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the services, information and functions made available on the Site or purchase of any product, good or merchandise (including any part thereof) made available for sale on the Site; and (iii) your acceptance and compliance with these Conditions. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Site.

(b) you will not copy, or distribute any part of the Site in any medium without our prior written authorisation; and

(c) you will not use the Site for any purpose that is unlawful or prohibited by these Conditions, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others.

Notwithstanding any other rights or restrictions in these Conditions, you may not use the Site to: (i) transmit via or through the Site any information, data, text, images, files, links or software except in connection with your authorised use of this Site or otherwise in response to specific requests for information by us, (ii) introduce to the Site or any other computer or website viruses, worms, Trojan horses and/or harmful code, (iii) obtain unauthorised access to any computer system, (iv) impersonate any other person or falsely state or otherwise misrepresent your affiliation with any person or entity, (v) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity, (vi) misrepresent the identity of a user or use a false e-mail address, (vii) tamper with or obtain access to the Site or any component of the Site, (viii) conduct fraudulent activities, or (ix) collect or harvest information regarding other users of the Site for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial e-mail(s).

2.2 Links to Third Party Sites. The Site may contain links to third party websites that are not affiliated with or owned, operated, or controlled by us, including third party payment system providers. You acknowledge and agree that we are not responsible for the content, privacy policies, or practices of such third party websites or the companies that own them. By using the Site, you expressly relieve us from any and all liability arising from your access and use of any third party website.

3. CHANGES TO THE SITE

We may alter, suspend, or discontinue this Site in whole or in part, at any time and for any reason, without notice or cost. We may, in our sole discretion, terminate or suspend your use of or access to all or part of the Site for

any reason, including without limitation, breach of these Conditions. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

4. TRANSACTIONS CONCLUDED THROUGH THE SITE

Contracts for the supply of goods, services or products formed through the Site or as a result of visits made by you to the Site are governed by the specific terms and conditions of supply for that good, service or product, as highlighted to you prior to any contract being formed. By purchasing carbon credits through the site, either directly or through subscription services, you agree to the following: (i) Climagap will retire carbon credits purchased through the site. (ii) Climagap reserves the right to retire carbon credits purchased through the site in bulk, in Climagap's name. Climagap will provide customers with a receipt that identifies the amount of credits retired as part of the bulk. (iii) All Sales made through Climagap are considered final and no exchanges or refunds will be given. (iv) In the case that a carbon credit purchased through the site is not available, Climagap reserves the exclusive right to exchange the carbon credit for a like product. Climagap will notify the customer in such an instance.

5. LIMITATION OF LIABILITY

5.1 There are no Representations or Warranties. The Site, its content, services and all text, images, merchandise and other information provided herein are provided on an "as is" and "as available" basis without representations or warranties of any kind, whether express, implied or statutory, including but not limited to warranties of title or implied warranties of merchantability satisfactory quality, fitness for a particular purpose or non-infringement. Without limitation to the generality of the foregoing, we expressly disclaim any warranty, condition, guarantee, term or representation (a) as to the reliability, accuracy, completeness, and validity of any content or material on the Site, (b) that the functions contained on the Site will be secure, uninterrupted or free of errors, (c) that any defects will be corrected, or (d) that the Site or the server(s) that makes it available are free of viruses or other harmful components. Any and all such warranties, conditions, terms and representations are specifically excluded. We assume no responsibility for errors or omissions in the materials on the Site, including factual or other inaccuracies or typographical errors. You expressly agree that your use and/or access of the Site is at your sole risk.

5.2 No Liability for Indirect or Consequential Losses. To the maximum extent permitted under applicable law, we shall not be liable to any user of the Site or any other person for any direct, indirect, special or consequential loss or damage (including, but not limited to, damages for loss of profits, loss of data or loss of use) arising out of or related to the use, inability to use, performance or failure of this Site or any materials posted therein, or any information contained therein or stored or maintained by us, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

5.3 Third Party Service Providers. You acknowledge and agree that your access and use of the Site is dependent on third party service providers such as internet, network, connectivity or other link providers. Your payment for any transactions or contracts concluded by you for the supply of goods or services formed through the Site is processed by third party payment system providers and we do not retain or process any such payment information. We cannot guarantee the security of such third party payment system(s) or any payment data on the Site. We are not responsible for any acts or omissions of any third parties and disclaim any and all liability in connection with the acts, omissions or defaults of such third parties. Without prejudice to the generality of the

foregoing, we are not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet or the actions or inaction of any other person or entity, including any internet service provider. By using and/or accessing the Site, you expressly relieve us from any and all liability in connection with the acts, omissions or defaults of such third parties.

5.4 Liability Implied by Law. For the avoidance of doubt, nothing in this Condition 5 excludes, restricts or modifies any condition, warranty, right or liability implied into these Conditions where to do so is illegal or would render any provision hereof void.

6. INDEMNITY

6.1 By using and/or accessing the Site, you agree to indemnify, hold harmless and defend us and our partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, damages, liabilities, costs and/or expenses, including but not limited to attorneys' fees, arising directly or indirectly from your access of and/or use of this Site, including without limitation, any claims of infringement of a third party's rights, any assertion and enforcement of our rights under these Conditions and any breaches of your obligations under these Conditions

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership. The intellectual property rights in and to the content on the Site, all information shared with us via all media platforms and in the material published on it are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce these intellectual property rights to the fullest extent of the law.

7.2 Restricted Use. You may not copy, reproduce, modify, republish, upload, post, transmit, adapt, download, distribute or howsoever deal with any content or material from the Site in any form or by any means without our prior written permission, and you are solely responsible for obtaining such permission before dealing with any content or material that is available on the Site.

8. DISPUTE RESOLUTION- BINDING ARBITRATION AND WAIVER OF CLASS CLAIMS

8.1 In the interest of resolving disputes between you and Climagap in the most expedient and cost effective manner, you and Climagap agree that any and all disputes arising in connection with these Terms of Use will be resolved by binding arbitration. Arbitration will be administered by the Singapore International Arbitration Centre, according to Climagap's rules in force at the time of commencement. Proceedings will take place in Singapore and in the English language. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement with you to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Use. You understand and agree that, by entering into these Terms of Use, you and Climagap are each waiving the right to a trial by jury or to participate in a class action.

9. DISCLAIMER

9.1 Except as expressly stated in these terms of service or in any separate written agreement between you and Climagap, the site and the services are provided on an as-is and as- available basis. You agree that your use of the site and the services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except as expressly stated in these terms of service. Except as expressly stated in these terms of service, we make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site, and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (4) any interruption or cessation of transmission to or from the site or the services, (6) any system errors caused in our website, shopify and carbon footprint calculator (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third- party providers of products or services.

10. CARBON CREDIT PURCHASES

10.1 Climagap provides customers access through the Services to information relating to carbon offset projects. Customers are able to purchase carbon credits directly through the Site or through the Climagap Subscription (See terms of Subscription Services).

10.2 All purchases through the Site are subject to these Terms of Service. By purchasing carbon credits through the Site, you also consent to the usage of all information and terms provided at the time of purchase provided below: (i) Information provided on our site , videos and marketing materials, (ii) Information provided on our carbon footprint calculator, and (iii) Any other information collected and produced during the course of the sale.

11. PROCESSING AND REFUNDS

11.1 Third-party payment processors are connected to your account and will bill you for Services through a payment account. Climagap will not be subjected to any and all errors, mistakes, malfunctions made by the Payment Processor. All charges as set forth at the time of your purchase in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your payment provider.

11.2 All Climagap purchases are considered final and no refunds will be issued.

12. TERMS AND TERMINATION

12.1 These Terms and Conditions shall remain in full force and effect when you use the Site.

13. GENERAL

13.1 Amendments. We may at any time in our sole discretion amend or vary any provision of these Conditions by publication on the Site. If you do not consent to such variation or amendment, you should not use or access the Site. If, following such amendment or variation, you continue to use or access the Site, you shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to be bound thereby.

13.2 Correction of Errors. There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Site is inaccurate at any time without prior notice.

13.3 Illegality and Severability. Each of the provisions of these Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid be deemed not to form part of these Conditions but the validity, enforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.

13.4 Amendments to this Terms of Use Agreement. Climagap reserves the rights to occasionally and at our discretion, amend the company's Terms and Conditions without notice prior to changes made. Any and all changes and updates will be in effect immediately after posting. That said, Climagap will make efforts to try to communicate such material changes or updates, either through email or account/Site notifications.

13.5 Publication. Climagap shall have the right at its discretion to publish Company's information (eg. Logos, company name and particulars) for their own marketing and communications. Climagap will seek approval from User on publication and publicity matters and User will be given 24 hours to agree. If the User did not agree during the stipulated time frame, it will be deemed the user has consent to the usage.

13.6 Governing Law. These Terms shall be governed by and construed in accordance with the laws of Singapore. The parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of, under, or relating to these Terms of the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the Singapore courts.

13.7 Personal Data. By using and/or accessing the Site, you acknowledge that you have read and agree to our Privacy Policy at, which forms a part of these Conditions, and you consent to our collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the Privacy Policy.

Last Changed: 4 August 2021

CLIMAGAP

PRIVACY POLICY

1. Introduction

1.1 Climagap Pte. Ltd. (herein, "Climagap", "we", "us", "Site") are committed to safely collecting, using and protecting your data in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore ("PDPA"). By visiting and using our platform and services, or any other means of installing or downloading our software, you are hereby consenting to the data practices described in this policy. If you do not wish to consent to the described collection, use and disclosure of any and all data, please exit the site and do not continue with our services.

2. The data collected

2.1 We may obtain various types of information about you, as well as information you send us about others, as a result of your use of the Services. You provide us with this information on occasion, and data about you is obtained automatically on other occasions. In this Privacy Policy you are acknowledging and agreeing to, provide, access, and disclose the following 'personally identifiable information':

- I. Name
- II. Phone number
- III. Email address
- IV. User name
- V. Password
- VI. NRIC/passport (if applicable)
- VII. Company Name
- VIII. Company address
- IX. Estimated Carbon footprint (And data associated with calculating the carbon footprint in the calculator)
- X. Payment information (Credit card details)
- XI. Company Logo
- XII. Carbon Credit Purchases through the site

2.2 Additionally, any and all financial information (such as your credit/debit card information, address, date of birth, or other information) provided will most likely be stored with our third-party payment processors. Any queries relating to personal or financial information regarding payment processors you may contact them directly and we advise you do so having read their Privacy Policy beforehand.

2.3 In the instance Climagap collects additional information with regards to your interaction with our Site, we will not be held accountable for the content of such information provided to us by you.

2.4 When concerned with Sensitive Personal information and data relating to children, Climagap will not be responsible for unknowingly collecting, processing or storing such information that we ask you do not post, upload, store, display, transmit, or submit to our Site. Any and all losses or damages experienced due to your disclosure of Sensitive Personal Information while using the Site and our services shall not hold Climagap accountable.

3. How we intend to use the data collected

3.1 Data collected is intended for the sole purpose of administering and communicating Climagap's services to you. The data provided may be used as follows:

3.2 If a customer purchases carbon credits through our Site, we may be inclined to disclose your information with an applicable registry to make a purchase on your behalf or to register the customer as the holder of the carbon credit.

3.3 In order to improve Climagap's services, data may be used for testing features, training purposes, data analysis and any other elements Climagap sees fit for improving your experience and our services.

3.4 To process, and where necessary, respond to your application, enquiry or request.

3.5 To administer and communicate updates and/or changes made to both our services and Site, in addition to recently updated or newly available products. In the event Climagap needs to contact you with administrative or other matters related to your account or data.

3.6 For legal and security purposes, as required by laws, regulations and legal processes.

4. The sharing and disclosure of data

4.1 Climagap may disclose or share your Personal Information, without notice, only if required to do so by law or in the good faith belief that any such action is necessary to: (a) comply with any legal requirements, (b) protect and defend the rights or property of Climagap, (c) act under exigent circumstances to protect the personal safety of users of www.climagap.com or the general public, (d) Climagap employees and contractors may have access to your data on a need to know and confidential basis to the extent necessary to render the Services and related support for the Services, (e) potentially share necessary information with our affiliates or third party providers, in which case we will require those affiliates to honour this Privacy Policy and, (f) if data is no longer identifiable with a natural persona and is aggregated or de-identified, Climagap has the right to use such data for any and all purposes.

5. Security measures

5.1 Although we will make every effort to keep your personal information safe, no internet-based service can fully guarantee the security of your personal information that you transmit to our site. Please remember you are providing us your information at your own risk and all account information related to the Services, including any applicable credentials, log-ins, passwords, etc, you are responsible for and Climagap will not be held accountable in the instance of damages or losses.

6. Amendments to this Privacy Policy

6.1 Climagap reserves the rights to occasionally and at our discretion, amend the company's Privacy Policy without notice prior to changes made. Any and all changes and updates will be in effect immediately after posting. Continuing to use the services upon changes made to the Privacy Policy is at your own risk and to no longer be bound by our Policy, your only option is to discontinue all relations with our services. That said, Climagap will make efforts to try to communicate such material changes or updates to the Privacy Policy, either through email or account/Site notifications.

7. Contact

7.1 Climagap Pte. Ltd. welcomes your comments regarding this Privacy Policy. If you believe that the company has not adhered to this Privacy Policy or have any other questions, complaints, or requests regarding your Personal Information or this Privacy Policy, please contact us at:

Byron Munson

contact_us@climagap.com

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