



Climagap Pte. Ltd.

Subscription Terms of Service

Welcome to CLIMAGAP (“Climagap”, “we”, “our”)! The following Terms of Service apply only to customers who have purchased a subscription service, and is not applicable to general users of the Site or those who have only purchased individual offsets through the Site.

We start every new subscriber relationship with a contract (the “Agreement”). The following contract details what you can expect from us, and what we expect from you (“you” or “yours”). Should you agree to the following, you should click “I agree” at check out to acknowledge that we are in agreement. This agreement will constitute as the legal equivalent of your signature on a written contract, and equally binding. Only by clicking “I agree” will you be able to access and use the services available on this Site and no modifications to such agreement will be allowed.

If you use our Subscription Services only for your personal use, you are considered a "User". If you use Subscription Services to execute orders or deliver Products to third parties (including your customers or “Customers”), you are considered a "Merchant".

1. Access and Services

Your access to the various Subscription services available on this Site depends on the level of Subscription Service Package you select. You agree to take full responsibility for your selection and use of the Subscription Services. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate charges, fees, terms and access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system. Climagap retains such rights without liability.

2. Using the Subscription Services

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. (a) Do not tell others your password or let your account be used by anyone except yourself, in doing so Climagap will hold no responsibility for events that follow. In the events of a breach, notify Climagap immediately (b) do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators (c) while we value your input, you should respect other users of the system and not do anything to attack or injure other users (d) you will not use our system to commit a crime or violate any laws in relation to our Subscription Services, or to plan, encourage or help others commit a crime, including any and all crimes relating to computers. Failure to comply, will result in termination effective immediately and all licenses and permissions granted hereunder shall automatically terminate and you shall immediately cease your use of the Services.

3. Paid Subscription term and payments

Your Access and Paid Subscription begins as soon as your initial payment for Subscription Services is processed. You will be given the opportunity to pay by credit card when you sign up. Climagap will charge you a standard monthly or annual fee for using our services. Climagap will only charge additional fees if agreed with you as part of the service you have selected. You should review the complete price list of

Subscription Services as stated on our platform before signing up for any services. Your subscription auto renews at the end of each time period. You may terminate your contract at any time. Due to the nature of our services we do not offer refunds or returns.

You will be liable for all charges accrued up to that time, including monthly/annual charges for the month/year for which you discontinued service. By accepting, you agree and understand that under no circumstances will a refund or exchange be issued at any one time. We reserve the right to change, modify, discontinue our fees at any time for any reason, but, when possible, we will attempt to give you advanced notice of such change.

Subject to applicable law, you accept the new price by continuing to use the Subscription Services after the price change takes effect. If during the term of your Paid Subscription the applicable sales tax, VAT, GST rate or any other tax or duty changes, we will adjust the tax-inclusive price for the Paid Subscription accordingly on your next billing date.

4. Limitations of Liability

The Subscription Service, its retired carbon credits, and all other content including 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 Subscription Services 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 Subscription Services is at your sole risk.

You agree to use the Subscription Services solely at your own risk, and understand that we do not guarantee the results of using the Subscription Services meeting your expectations or Subscription Services being secure or available at any particular time or location.

To the maximum extent permitted under Singapore law, we shall not be liable to any user of the Subscription Services 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 the Subscription services 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. Indemnification

By agreeing, using and/or accessing the Subscription Service, 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 Service, 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. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

6. Governing Law and Dispute Resolution

These subscription services 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 subscription services of the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the Singapore courts.

For the exclusive benefit of Climagap, Climagap shall also retain the right to bring proceedings as to the substance of the matter in courts of the country of your residence or, where these subscription services are entered into the course of your trade or profession, the country of your principal place of business.

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 subscription services 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 subscription services, 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 subscription services. You understand and agree that, by entering into these subscription services, you and Climagap are each waiving the right to a trial by jury or to participate in a class action.

7. General

We may at any time in our sole discretion amend or vary any terms of this Subscription Services by publication on the Site. If you do not consent to such

variation or amendment, you should not use or access the Subscription Services. 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.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

By using and/or accessing the Site, you acknowledge that you have read and agree to our Privacy Policy, 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.

If you have any questions about this Agreement, please contact us at contact_us@climagap.com

Last changed: 8/9/2021