

DOVU Carbon Market Terms of Service

Effective Date: **15 December 2021**

IMPORTANT NOTICE:

PLEASE READ THESE TERMS OF SERVICE ('Terms') CAREFULLY AS THEY APPLY TO YOUR USE OF THE DOVU.MARKET AND THE DOVU PLATFORM AND FORMS PART OF THE AGREEMENT BETWEEN YOU AND US, DOVU LIMITED ('Dovu', 'we' or 'us'). YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE AS DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR PARTICIPATE IN THE DOVU.MARKET.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE DOVU PLATFORM OR MARKET AND YOU SHALL NOT BE CREATING AN ACCOUNT WITH US.

1. OVERVIEW

These Terms govern DOVU.Earth and DOVU.market associated with your DOVU account (“**account**”), which is operated by Dovu Limited or its affiliates (collectively “**DOVU**”, “**our**,” “**us**” or “**we**”).

These Terms do not alter in any way the terms and conditions of any other agreement you may have with DOVU for other products and services.

We offer access to our Platform and the Dovu.market including all information, tools and services available from this site to you (“the User”) conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our Platform and/ or making a purchase from us, you engage in our “Service” and agree to be bound by the following Terms, including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

2. PLATFORM AND THE DOVU.MARKET

We have built a Platform which enables our Customers (individuals and/or legal entities) to offset their carbon footprint, through purchasing of carbon credits available on the voluntary market.

DOVU Carbon Market is a feature within our Platform which allows for the purchase of verified voluntary carbon credits in the form of non-fungible tokens (NFT - cDOV) and view certificates as proof of retirement.

All available cDOV credits in our Market have gone through a verification process by independent third parties, who have performed the calculations based on the data provided by the Sellers.

3. YOUR ACCOUNT WITH US

In order to make cDOV purchases in our Platform you must first create an account by registering your details with us.

You agree that all information you provide during the signup process to register with is accurate and true.

By completing the registration process you will be given access to your account.

4. PURCHASES AND CERTIFICATION

For purchases for up to GBP2500 you can use our Checkout page. If you wish to purchase higher amounts, you can use bank wire transfer.

When you purchase a cDOV, the retirement of the cDOV and issuance of your certificate is immediate.

In addition to being presented with your certificate upon checkout, it will also be emailed to the email address linked with your account. The retirement is recorded on Hedera Hashgraph DLT within 1 hour. The cDOV can not be unretired or resold.

5. KEEPING YOUR ACCOUNT SAFE

You must keep the device you use to access your account and the security details you use to log onto your account safe at all times and never disclose it to anyone or record it in any way that may result in it becoming known to another person.

We will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive such a request then you must NOT supply your security details to them.

If you know or suspect that someone else has your security details you must change your password immediately and contact us immediately. You must do this by contacting us [here](#) and we will stop transactions being carried out in your account. If you do not inform us and your security details are used by someone else you will be responsible for any unauthorised transactions in your account.

In the case that an e-mail address registered with us is compromised, you should immediately let us know.

6. CLOSING YOUR ACCOUNT WITH US

You may close your Dovu Wallet at any time but you need to give us 14 days' notice before you do so. Alternatively you will be able to terminate your account with us via your Profile panel within your account under "Delete Account".

We may close your account at any time by giving you one (1) month notice and immediately if:

- you are in breach of any of our Terms as applicable;
- you breach or we have reason to believe that you are in breach of any law or regulation that is applicable to your use of your account;
- we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

We may suspend or otherwise restrict the functionality on your account at any time if:

- We reasonably believe that your account has been compromised or for other security reasons; or
- We reasonably suspect your account has been used or is being used without your authorisation.

Once your account has been terminated, most of the information will be erased. However, we would maintain information of the retired cDOV and the respective certificates, together with any tax related data, which we are obliged to maintain for a period of 6 years.

If you would like access to your transaction history after you have closed your account please contact us at support@dovu.io

If we suspend or stop your access to your account we will try to inform you in advance using the contact details you have provided. We may not be able to do so in every case, e.g. for a legal or security reason or for reasons outside of our control.

7. CHARGES

We charge a 15% fee for transactions made on our Platform.

Prices for our services are subject to change. Although we will do our best to ensure that you are notified of such changes either via email or notification, there might be occasions where this is impossible. In any case you would be notified at the checkout stage, what the updated fees are.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

8. SERVICES (when applicable)

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

9. BILLING AND ACCOUNT INFORMATION

For all payments we use Stripe integration. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per Customer or per order. These restrictions may include orders placed by or under the same customer account, the same credit/debit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the DOVU.Market. You agree to promptly update your account and other information, including your email address and credit/debit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

10. THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

11. PERSONAL INFORMATION

Please review our [Privacy Policy](#) that governs your visit to all our websites, Platform, products and services, to understand our practices.

12. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

13. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

14. FORCE MAJEURE

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

15. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall DOVU, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

16. INDEMNIFICATION

You agree to indemnify, defend and hold harmless DOVU and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

17. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

18. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These HUB Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

19. REFUND POLICY

We do not provide any refunds. Once a purchase has been made, it becomes immutable and ledgered on the blockchain.

20. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

21. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Kingdom.

22. CONTACT INFORMATION

Questions about the Terms should be sent to us at legal@dovu.io.