



Platform Terms and Conditions

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SCHEDULE 1. DEFINITIONS

1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Treeconomy Ltd (“**Company**“, “**we**“, “**us**“, or “**our**”), concerning your access to and use of treeconomy.co, as well as any other media form, media channel, desktop application, mobile platform or mobile application related, linked, or otherwise connected thereto, including the Sherwood Platform (collectively, the “**Platform**”). For the avoidance of doubt, these terms and conditions shall be deemed incorporated, to the extent applicable, with respect to any Master Services Agreement entered into between you and Treeconomy in relation to certain additional services to be provided to you by Treeconomy (the “**Master Services Agreement**”). References in these Terms and Conditions to the “**Customer Agreement**” shall refer to these Terms and Conditions and/or the Master Services Agreement, in each case, as the context shall require.

We are registered in England and have our registered office at 21 Albemarle St, London, London W1S 4BS. Our VAT number is GB402355241. You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Platform so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Platform after the date such revised Terms and Conditions are posted.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform.

In these Terms and Conditions, capitalised terms shall have the meanings ascribed to them in Schedule 1 (*Definitions*).

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, Platform designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks. Additionally, the Company retains all rights, title, and interest in and to the raw data collected, processed, or generated in the course of providing services, including the right to retain, use, and modify the raw data in the cloud to improve our technology and services.

Additionally, The Company reserves the right to resell, share, or license the raw data to third parties. The Company’s right to resell or reuse the raw data is not exclusive to any single customer and is a shared right amongst all clients and third parties.

3. USER REPRESENTATIONS

By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

4. USER REGISTRATION

- (i) You may be required to register with the Platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.
- (ii) If you are an MSA Customer who has not already been registered with the Platform, Treeconomy shall create an Account for you for the purposes of the Hosted Services and provide you with the login details for that Account on or promptly following your Master Services Agreement coming into force.
- (iii) You shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Platform and/or the Hosted Services using an Account and notify Treeconomy promptly of any such unauthorised access.

5. RAW DATA PURCHASE OPTION

You may opt to purchase the raw data for your use, subject to these Terms and Conditions. Such a purchase does not confer exclusive rights or ownership of the raw data to you. Treeconomy retains the right to use the raw data for any business purpose. A separate quote may be provided to you, and this formulation is stipulated for the best interest of Treeconomy.

6. FEES AND PAYMENT

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Platform. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Platform. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in GBP.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Platform.

If you are a MSA Customer, you shall be subject to the fees set out in your Master Services Agreement. Treeconomy may suspend the provision of the Hosted Services and/or the Maintenance Services Support Services if any amount due to be paid by you to Treeconomy under your Master Services Agreement is overdue, and Treeconomy has given you at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services and/or the Maintenance Services on this basis.

7. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. If you are an MSA Customer, the relevant terms of your Master Services Agreement will apply with respect to any termination of the Services (as defined in your Master Services Agreement).

If you are unsatisfied with our services, please email us at hello@treeconomy.co.

8. ACCEPTABLE USE / PROHIBITED ACTIVITIES

You may not access or use the Platform and/or the Hosted Services for any purpose other than that for which we make the Platform and/ Hosting Service available. The Platform may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us. For the avoidance of doubt, you may not use any part of the Platform or Hosted Services in order to build a product which competes with the Platform and/or the Hosted Services nor may you use any reports or methodology made available by Treeconomy via the Platform for any commercial purposes that are not specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

Automatically and systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.

Use any information obtained from the Platform (including any reports or methodology contained therein) for commercial endeavours that compete with Treeconomy.

Use any information obtained from the Platform in order to harass, abuse, or harm another person.

Make improper use of our support services or submit false reports of abuse or misconduct.

Use the Platform in a manner that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Attempt to copy, duplicate, create derivative works from, distribute or make any alteration to the Platform.

Attempt to reverse, compile, disassemble or reverse engineer the Platform, except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and Treeconomy.

Engage in unauthorised framing of or linking to the Platform.

Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.

Conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services.

Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

Delete the copyright or other proprietary rights notice from any Content.

Attempt to impersonate another user or person or use the username of another user.

Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.

Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.

Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.

Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, AI agent, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.

Use a buying agent or purchasing agent to make purchases on the Platform.

Make any unauthorised use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any competing revenue-generating endeavor or commercial enterprise.

9. USER GENERATED CONTRIBUTIONS

The Platform does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Contributions may be viewable by other users of the Platform and through third-party Platforms. As such, any Contributions you transmit may be treated in accordance with the Platform Privacy Policy.

When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights,

including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms and Conditions.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms and Conditions.

Your Contributions are not false, inaccurate, or misleading.

Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Platform in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Platform.

10. CONTRIBUTION LICENSE

You and the Platform agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

11. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

12. PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

13. CONFIDENTIALITY

- (i) Each of you and Treeconomy undertakes and shall ensure that, subject to paragraphs 13(v), (vi) and (vii) below, it will not use, divulge or communicate to any person any and all Confidential Information. “**Confidential Information**” for the purposes of this paragraph 13 means all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as “confidential”), together with all reproductions (hard copy or electronic), extracts, summaries or analyses of such information in any medium or format made by or on behalf of any party, which relates to a party (the “**Disclosing Party**”), to a subsidiary, subsidiary undertaking, or holding company of the Disclosing Party and all other direct or indirect subsidiaries or subsidiary undertakings of any such holding company (a “**Group Company**”), or to its (or its Group Companies’) employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other party (the “**Recipient Party**”) in the course of their dealings as contemplated under the Customer Agreement Each of the parties shall prevent the publication or disclosure of any Confidential Information concerning such matter.
- (ii) Each of you and Treeconomy acknowledge that the Customer Agreement and any content delivered pursuant thereto (the “**Confidential Information**”) is confidential and each such party shall not, and shall ensure that none of its affiliates, officers, employees and agents shall, without the prior written consent of the other party, directly or indirectly distribute or otherwise disclose such Confidential Information to any other person.
- (iii) Treeconomy must:
- a. keep your Confidential Information strictly confidential;
 - b. not disclose your Customer Confidential Information to any person without your prior written consent, and then only under conditions of confidentiality approved by you;
 - c. use the same degree of care to protect the confidentiality of your Confidential Information as Treeconomy uses to protect Treeconomy's own confidential information of a similar nature, being at least a reasonable degree of care; and
 - d. act in good faith at all times in relation to your Confidential Information.
- (iv) You must:
- a. keep Treeconomy’s Confidential Information strictly confidential;

- b. not disclose Treeconomy Confidential Information to any person without Treeconomy's prior written consent, and then only under conditions of confidentiality approved in writing by Treeconomy;
 - c. use the same degree of care to protect the confidentiality of Treeconomy's Confidential Information as you use to protect your own confidential information of a similar nature, being at least a reasonable degree of care; and
 - d. act in good faith at all times in relation to Treeconomy's Confidential Information.
- (v) Notwithstanding anything to the contrary in this paragraph 13, each of you and Treeconomy may disclose the other's Confidential Information to its officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access your Confidential Information or Treeconomy's Confidential Information (as applicable) for the performance of their work pursuant to the Customer Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of such Confidential Information.
- (vi) This paragraph 13 imposes no obligations upon Treeconomy with respect to your Confidential Information or upon you with respect to Treeconomy's Confidential Information that:
- a. is known to the party before having been disclosed pursuant to the Customer Agreement and is not subject to any other obligation of confidentiality;
 - b. is or becomes publicly known through no act or default of you or Treeconomy (as applicable); or
 - c. is developed or created independently by or on behalf of Treeconomy (or any of its group companies) or you (or any of your group companies) (as applicable).
- (vii) The restrictions in this paragraph 13 do not apply to the extent that any of your Confidential Information or Treeconomy's Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of Treeconomy or your stock on any recognised stock exchange.

The provisions of this paragraph 13 shall continue in force for a period of 5 years following the termination of your subscription and/or your Master Services Agreement, at the end of which period they will cease to have effect.

14. PERSONAL DATA PROTECTION

- (i) Each of you and Treeconomy shall comply with the Data Protection Laws with respect to the processing of Personal Data.
- (ii) You warrant to Treeconomy that you have the legal right to disclose all Personal Data that you in fact disclose to Treeconomy under or in connection with the Customer Agreement.
- (iii) You shall only supply to Treeconomy, and Treeconomy shall only process, in each case under or in relation to the Customer Agreement, the Personal Data of data subjects to the extent reasonably required for the performance of Treeconomy's obligations and the exercise of Treeconomy's rights under the Customer Agreement.
- (iv) Treeconomy shall only process Customer Data during the term of the Customer Agreement and for not more than 30 days following the end of such term, subject to the other provisions of this paragraph 14.
- (v) Treeconomy shall only process Customer Data on your documented instructions (including with regard to transfers of Customer Data to any place outside the European Economic Area), as set out in the Customer Agreement or any other document agreed by the parties in writing.
- (vi) Treeconomy shall promptly inform you if, in the opinion of Treeconomy, an instruction of yours relating to the processing of Customer Data infringes the Data Protection Laws.
- (vii) Notwithstanding any other provision of the Customer Agreement, Treeconomy may process Customer Data if and to the extent that Treeconomy is required to do so by applicable law. In such a case, Treeconomy shall inform you of the legal requirement before processing, unless that law prohibits such information.
- (viii) Treeconomy shall ensure that persons authorised to process Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (ix) Each of Treeconomy and you shall implement appropriate technical and organisational measures to ensure an appropriate level of security for Customer Data.
- (x) Treeconomy must not engage any third party to process Customer Data without your prior specific or general written authorisation. In the case of a general written authorisation, Treeconomy shall inform you at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if you objects to any such changes before their implementation, then Treeconomy must not implement the changes. Treeconomy shall ensure that each third-party processor is

subject to equivalent legal obligations as those imposed on Treeconomy by this paragraph 14.

- (xi) Upon the date of your acceptance of these Terms and Conditions, Treeconomy is hereby authorised by you to engage, as sub-processors with respect to Customer Data.
- (xii) Treeconomy shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist you with the fulfilment of your obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- (xiii) Treeconomy shall assist you in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Treeconomy shall report any Personal Data breach relating to Customer Data to you within 24 hours following Treeconomy becoming aware of the breach. Treeconomy may charge you at its standard time-based charging rates for any work performed by Treeconomy at the request of your request pursuant to this paragraph 14(xiii).
- (xiv) Treeconomy shall make available to you all information necessary to demonstrate the compliance of Treeconomy with its obligations under this paragraph 14 and the Data Protection Laws.
- (xv) Treeconomy shall, at your choice, delete or return all of Customer Data to you after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- (xvi) Treeconomy shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. Treeconomy may charge you at its standard time-based charging rates for any work performed by Treeconomy at your request pursuant to this paragraph 14.
- (xvii) If any changes or prospective changes to the Data Protection Laws result or will result in Treeconomy and/or you not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Customer Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Customer Agreement as may be necessary to remedy such non-compliance.

15. HOSTED SERVICES

If you are a MSA Customer or otherwise a paying customer in respect of any Hosted Services:

- (i) Treeconomy hereby grants you, subject to both these Terms and Conditions and the terms of your Master Services Agreement (if applicable), a worldwide, non-exclusive, non-transferrable licence to use the Hosted Services by means of Supported Web Browser solely for your internal business purposes during the relevant SOW Term (as defined in your Master Services Agreement) or such term set out in your Statement of Work (in each case, as applicable);
- (ii) the licence granted by Treeconomy to you under paragraph 15(i) above is subject to the Hosted Services only being used by your officers, employees, agents and subcontractors;
- (iii) except to the extent expressly permitted by these Terms and Conditions, your Master Services Agreement (if applicable), or required by law on a non-excludable basis, the licence granted by Treeconomy to you under paragraph 15(i) above is subject to your compliance with respect to the Acceptable Use / Prohibited Activities set out in paragraph 8 and the User Generated Contributions in paragraph 9;
- (iv) Treeconomy shall use reasonable endeavours to maintain the availability of the Hosted Services to you at the gateway between the public internet and the network of the Hosted Services provider for the Hosted Services, but does not guarantee 100 per cent availability; and
- (v) for the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of your Customer Agreement:
 - a. a Force Majeure Event;
 - b. a fault or failure of the internet or any public telecommunications network;
 - c. a fault or failure of your computer systems or networks;
 - d. any breach by you of your Customer Agreement; or
 - e. scheduled maintenance carried out in accordance with your Customer Agreement.

16. MAINTENANCE AND SUPPORT SERVICES

If you are a MSA Customer or otherwise a paying customer in respect of any Maintenance Services Support Services:

- (i) Treeconomy shall provide the Maintenance Services and Support Services to you pursuant to a Statement of Work during the relevant SOW Term (as defined in your

Master Services Agreement) or such term set out in your Statement of Work (in each case, as applicable);

- (ii) Treeconomy shall where practicable give you prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to Treeconomy's other notice obligations under your Customer Agreement;
- (iii) Treeconomy shall give you written notice of the application of any material security Update to the Platform and prior written notice of the application of any material non-security Update to the Platform;
- (iv) Treeconomy shall make available to you a helpdesk in accordance with the provisions of your Customer Agreement;
- (v) you may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and you must not use the helpdesk for any other purpose;
- (vi) Treeconomy shall respond promptly to all requests for Support Services made you through the helpdesk; and
- (vii) Treeconomy shall provide the Maintenance Services and Support Services with reasonable skill and care.

18. TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Platform, provided that if you are a MSA Customer, they shall remain in full force and effect for the duration of your Master Services Agreement.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third

party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Upon termination of services, you shall have the right to retrieve any purchased raw data within a specified period. Post this period, the Company shall have no obligation to maintain or provide any copy of the data.

19. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

20. GOVERNING LAW

These Terms and Conditions are governed by and interpreted following the laws of England and Wales, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. Treeconomy Ltd and yourself both agree to submit to the non-exclusive jurisdiction of the courts of London, which means that you may make a claim to defend your consumer protection rights in regards to these Terms and Conditions of Use in the United Kingdom, or in the EU country in which you reside.

21. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each "Dispute" and collectively, the "Disputes") brought by either you or

us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be London, United Kingdom. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of the United Kingdom.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

22. CORRECTIONS

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

23. DISCLAIMER

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PLATFORM AND OUR 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 PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM CONTENT OR THE CONTENT OF ANY PLATFORM LINKED TO THE PLATFORM 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 PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM 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 PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED PLATFORM, OR ANY PLATFORM 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. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

24. LIMITATIONS OF LIABILITY

- (i) IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL

TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

(ii) Without prejudice to paragraph 23(i) above, if you are a MSA Customer, you further agree that:

- a. nothing in the Customer Agreement will:
 - i. limit or exclude any liability for death or personal injury resulting from negligence;
 - ii. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - iii. limit any liabilities in any way that is not permitted under applicable law; or
 - iv. exclude any liabilities that may not be excluded under applicable law.
- b. The limitations and exclusions of liability set out in this paragraph 23 and elsewhere in the Customer Agreement:
 - i. are subject to paragraph 23(ii); and
 - ii. govern all liabilities arising under the Customer Agreement or relating to the subject matter of the Customer Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Customer Agreement.
- c. Treeconomy shall not be liable to you in respect of any losses arising out a Force Majeure Event.
- d. Treeconomy shall not be liable to you, ProjectCo (as defined in your Master Services Agreement), investors, offtakers or any person in respect of:
 - i. any loss of profits or anticipated savings;
 - ii. any loss of revenue or income;
 - iii. any loss of use or production;
 - iv. any loss of business, contracts or opportunities;
 - v. any wasted expenditure;
 - vi. any loss of good will;
 - vii. any pure economic loss;

- viii. any loss or corruption of any data, database or software; providing that this paragraph 23(ii)(d) shall not protect Treeconomy unless Treeconomy has fully complied with its obligations under the customer data requirements set out in the Master Services Agreement;
 - ix. any special, indirect or consequential loss or damage or
 - x. or any liability whatsoever arising as a result of or in connection with the Services (as defined in the Master Services Agreement) or the taking or not taking of any action under or in connection with this letter, unless directly caused by its fraud, gross negligence or wilful misconduct.
- e. Treeconomy and its officers, employees and agents do not assume any responsibility for the accuracy or completeness of the data room or other information, data or material provided to investors, offtakers or any other person in connection with the Project (as defined in your Master Services Agreement).
- f. You shall indemnify Treeconomy and its officers, employees and agents on demand against any cost, loss or liability incurred by it (other than by reason of its fraud, gross negligence or wilful misconduct) to investors, offtakers or any other person as a result of or in connection with the Services or the taking or not taking of any action under or in connection with the Customer Agreement.
- g. Except as expressly and specifically provided in the Customer Agreement, the Customer assumes sole responsibility for results obtained from your use of the Platform and the Services, and for conclusions drawn from such use. Treeconomy shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Treeconomy by you in connection with the Services, any actions taken by Treeconomy at your direction, or any failure to perform any obligation under the Customer Agreement to the extent such failure or delay is caused, or contributed to, by your act or omission.
- h. Treeconomy's total aggregate liability under the Customer Agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

25. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any cost, loss, damage, liability, claim, or demand incurred by us to investors, offtakers or other person (other than by reason of our fraud, gross negligence or wilful misconduct) arising out of, in connection with (1) the Services, (2) use of the Platform; (3) breach of the Customer Agreement (including any of your representations and warranties contained therein); or (4) your violation of the rights of a third party, including but not limited to intellectual property rights. This also encompasses any issues related to the security and confidentiality of user data, as Treeconomy commits to

maintaining the security and confidentiality of the raw data in accordance with industry standards. Any shared or resold data will be anonymized or aggregated to prevent disclosure of confidential information, highlighting our dedication to the ethical handling of user data. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

26. USER DATA

We will maintain certain data that you transmit to the Platform for the purpose of managing the performance of the Platform, as well as data relating to your use of the Platform. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit, or that relates to any activity you have undertaken using the Platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

28 SURVIVAL

Upon the termination of your Customer Agreement all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): paragraphs 8, 13, 14, 18 and 19. If you are a MSA Customer, certain provisions of your Master Services Agreement shall also survive in accordance with the terms of such agreement.

29. MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Platform or in respect to the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Platform. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

30. NOTICES

- (i) Any notice required, authorised or other provided for under the Customer Agreement must be in writing. If you are a MSA Customer, the email address of each of you and Treeconomy will be set out in the “Particulars” of your Master Services Agreement.
- (ii) Notices shall be served:
 - a. where it is a notice in relation to termination of the Customer Agreement, or any proceedings involving a Court arising out of or in connection with the Customer Agreement, be validly addressed and sent by registered post to the other party’s address and by email to Treeconomy’s e-mail address or your e-mail address (as relevant), or such other address in England and Wales or e-mail address as a party shall notify in writing to the other; or
 - b. where it is not a notice served pursuant to paragraph 29(ii) above, by email to Treeconomy’s e-mail Address or your e-mail Address (as relevant) or such other e-mail address as a party shall notify in writing to the other.
- (iii) An automated response to a notice sent by e-mail that the e-mail has not reached the intended recipient, or that the recipient is out of the office or some other error message received by the serving party in response to a notice sent by e-mail is sufficient to show that the e-mail notice has not been received and shall invalidate the service of any e-mail notice.
- (iv) Unless the actual time of receipt is proved, a notice or document sent by registered post shall be deemed to have been given and received four Business Days after the date of posting and if emailed, subject to paragraph 29(iii) above, such notices shall be deemed to

have been given when received (except that if received on a non-Business Day or after 5.00 pm on any Business Day they shall be deemed received on the next Business Day).

In order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform, please contact us at:

Treeconomy, LTD
21 Albemarle St
London, London W1S 4BS
England
hello@treeconomy.co

SCHEDULE 1

DEFINITIONS

“Account” means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

“Business Day” means a day other than a Saturday, Sunday or public holiday when banks in the City of London are open for business;

“Customer Agreement” has the meaning given to it in paragraph 1 of this Agreement;

“Customer Confidential Information” means:

- a) any information disclosed by you or your behalf to Treeconomy during the term of the Customer Agreement OR at any time before the termination of such Customer Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - i. was marked as “confidential”; or
 - ii. should have been reasonably understood by Treeconomy to be confidential; and
- b) the Customer Data;

“Customer Data” means all data, works and materials: uploaded to or stored on the Platform by you; transmitted by the Platform at your instigation; supplied by you to Treeconomy for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by you (but excluding analytics data relating to the use of the Platform and server log files)

“Customer Personal Data” means any Personal Data that is processed by Treeconomy on your behalf in relation to the Customer Agreement;

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

“Documentation” means the documentation for the Hosted Services produced by Treeconomy and delivered or made available by Treeconomy to you;

“Force Majeure Event” means an event affecting the performance by a party of its obligations which is caused by acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party including, provided that the foregoing requirements are

satisfied, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, adverse weather conditions, rainfall, riots, terrorist attacks and wars;

“Hosted Services” means the services that Treeconomy provides to allow your authorised users to access and use the Platform, as specified in the Hosted Services Specification, which will be made available by Treeconomy to you as a service via the internet pursuant to a Statement of Work in accordance with the terms of the Customer Agreement;

“Hosted Services Specification” means the specification for the Hosted Services set out in the Documentation;

“Maintenance Services” means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

“Personal Data” has the meaning given to the term “personal data” in the Data Protection Laws;

“Quote” mean a quote document circulated by Treeconomy to the Customer electronically and labelled as a “Quote Document” containing, amongst other things, a description of the proposed services to be provided by Treeconomy, the timetable for their performance and the related payable fees;

“Service Provider Confidential Information” means any information disclosed by or on behalf of Treeconomy to you during the term of the Customer Agreement OR at any time before the termination of the Customer Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- a) was marked as “confidential”; or
- b) should have been reasonably understood by you to be confidential;

“Supported Web Browser” means the current release from time to time of Google Chrome, Apple Safari or Firefox;

“Statement of Work” means the statement of work agreed pursuant to a fully executed Quote entered into between the Customer and Treeconomy as amended and/or restated from time to time with the written consent of both the Customer and Treeconomy; and

“Upgrade” means a major version upgrade of any Platform software.