

AQ GREEN TEC TERMS OF SERVICE

As of: 8 September 2022

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING SERVICES OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

1. CONTRACTUAL RELATIONSHIP

- 1.1. These Terms of Service (the "Terms" or "Terms of Service") and the privacy policy (together with the Terms the "Agreements") which can be accessed at <https://www.aq-greentec.com/privacy-policy/> or via our mobile application (the "AQ Green App") form the contractual relationship between you ("user" or "you") and us, AQ Green TeC GmbH, Neuer Wall 63, 20354 Hamburg ("AQGT" or "we" or "us"). The Agreements govern your use of our services offered through our website (<https://www.aq-greentec.com>, the "AQGT Website") and the AQ Green App.
- 1.2. The Agreements are concluded upon registration as a user through the AQ Green App and run for an indefinite time unless in case of the AQ Green App deletion of the app and termination of your user account.

2. OFFERED SERVICES

Through the AQ Green App we offer you a variety of services (as described herein the "Services").

- 2.1. **AQ Green App**
You can download the AQ Green App for free from the Apple App Store or the Google Play Store. Through the AQ Green App you can calculate your carbon footprint and neutralise it by purchasing carbon offsets.
- 2.2. **AQGT Third-Party Integration**
It is our intention to offer our services on third-party websites, providing different onboarding routes for uses. This functionality is not yet offered and our terms of service will be updated accordingly in the near future.

3. ADDITIONAL TERMS AND CONDITIONS

- 3.1. When downloading and using the AQ Green App or accessing the AQGT Website please note that you may incur additional charges from your mobile data or internet provider.
- 3.2. If you access the Services via the AQ Green App and have downloaded the AQ Green App from the app store of a third party, the Terms of Service of the app store provider will apply in addition to our own Terms of Service. Please be sure to review the terms of use for your country.

4. USER ACCOUNTS

- 4.1. Use of the AQ Green App requires setting up a user account.
- 4.2. Currently, users must create an account by entering account details on the app. In the future, users will be provided various registration routes such as Google login. Our terms will be updated accordingly.

5. CALCULATION OF CARBON FOOTPRINT

- 5.1. Through the AQ Green App and through our partners' websites we offer you free of charge the possibility to calculate your carbon footprint, i.e. your personal CO2 emissions over various available time-ranges (calculation ranges include once-off, weekly, monthly and annual emission captures). You simply answer specific questions about your activities and lifestyle and input the data into our calculator. For calculating your carbon footprint, we use scientific methods and a variety of data. The specific calculation formula is our trade secret and may change or be adapted at any time. Based on your input your carbon consumption will be shown in the AQ Green App as a monthly average consumption (the "Monthly Carbon Footprint").
- 5.2. The exact calculation of your carbon footprint depends on your overall activities and lifestyle whereas you can only input, and we can only consider a limited amount of information. By using our carbon calculator, you expressly acknowledge and accept (i) that the result will be an approximation, (ii) that we expressly do not guarantee that the calculated carbon footprint corresponds to your actual carbon footprint and (iii) to the extent the calculation yields your carbon footprint over a time period partly in the future, e.g. over a year, that the calculated carbon footprint is necessarily a prediction about the future and as such necessarily an estimate.

6. CARBON OFFSETTING

- 6.1. Through the AQ Green App we offer you the option of offsetting your carbon footprint. This is done either through once-off purchases of carbon credits or through auto offset or annual subscriptions.

- 6.2. Once off offsets are not currently in our mobile application but will be a future feature. For once-off offsets you can purchase a chosen amount of carbon credits and invest them in our climate protection projects. The amount of carbon credits you buy can be decided by you. Alternatively, you can subscribe to auto offsets whereby your Monthly Carbon Footprint will be matched by your monthly offsets - as calculated through our carbon calculator (see Clause 5).
- 6.3. If you want to reduce your carbon offset on a regular basis, you can subscribe to our regular carbon offset mechanism (a "Subscription") for a chosen period of time (the "Subscription Term"). During the Subscription Term we will in monthly intervals automatically allocate the pre-agreed amount of carbon credits to the relevant projects (subject to Clause 6.4). This is the case for auto offsets. For auto offsets, your initial payment for the Monthly Carbon Footprint of the running month will be instant and following receipt of the initial payment your first carbon credits will be retired. Thereafter, you will be billed at the 28th day of every month with regard to your Monthly Carbon Footprint of the relevant month and your carbon credits retired following receipt of the relevant payment.
- 6.4. Offsetting your carbon footprint means that you purchase carbon credits through the AQ Green App which are then allocated to one or several climate protection projects and thereby retired. You can select from a variety of climate protection portfolios from our portfolio offerings. Our projects are carefully selected and meet the highest certification criteria via at least one of the global standards: Verified Carbon Standard, Gold Standard, Climate Action Reserve, Woodland Carbon Code, Clean Development Mechanism. We continuously review, expand and adjust our projects portfolio and you expressly acknowledge and accept that we cannot guarantee the availability of any given project for carbon offsets or the availability of carbon credits in any given project. From the selection of portfolios, your carbon credits will be allocated towards the projects within the portfolio based on the predetermined allocations set by the AQGT team.

7. REDEMPTION CODES AND REFERRAL CODES

- 7.1. If you have received a redemption code from one of our corporate partners which is valid for offsetting a pre-agreed amount of CO₂e over a pre-agreed period of time (each a "Redemption Code") you can redeem your Redemption Code

through the AQ Green App after having registered a user account.

- 7.2. Any Redemption Code is only valid for the amount of carbon credits and the time period it represents. For further information about the content of your Redemption Code please contact the entity you received the Redemption Code from.
- 7.3. If you have received a referral code from one of our corporate partners which represents a pre-agreed amount of carbon offsets (each a "Referral Code" and together with the Redemption Code each a "Code") you can enter your Referral Code via the AQ Green App. Please note that Referral Codes are not prepaid, i.e. entering a Referral Code via the AQ Green App will only define the amount of carbon credits to be offset. You will then have the option of purchasing the pre-set amount of carbon offsets through the AQ Green App through an auto offset.
- 7.4. By entering or redeeming your Code via the AQ Green App you (i) agree to be bound by the terms of the Agreements and (ii) represent that you are duly authorized to use and redeem the Code. Please note that in addition to these Terms further terms of the entity that has given the Code to you may apply.

8. PROHIBITED USES

- 8.1. We offer our Services exclusively to consumers. Hence, you may not exploit the AQ Green App commercially or otherwise use the Services for any commercial purpose.
- 8.2. The user account you set up with us is personalized to you. Hence, you may not allow third parties to use your user account and in particular you may not:
- make accessible or transfer to any third party your log in credentials;
 - circumvent any access restriction or access control systems put in place by us for access to the Services; or
 - transfer any rights and obligations to any third party.
- 8.3. You may use the Services only for lawful purposes and in accordance with the Terms. You agree not to use the Services:
- in any way that violates any applicable national or international law or regulation;
 - for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
 - to transmit, or procure the sending of, any advertising or promotional material,

including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation;

- (d) to impersonate or attempt to impersonate AQGT, an AQGT employee, another user, or any other person or entity;
- (e) in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; or
- (f) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm or offend AQGT or users of the Services or expose them to liability.

8.4. Additionally, you agree not to:

- (a) use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services;
- (b) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
- (c) use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent;
- (d) use any device, software, or routine that interferes with the proper working of the Services;
- (e) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- (f) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services; or
- (g) otherwise attempt to interfere with the proper working of the Services.

8.5. If we in our sole discretion determine that you violate Clause 8 we may in addition to any other remedy we may have under these Terms suspend the Services offered to you until the violation is remedied.

9. USE BY MINORS

The Services are intended only for access and use by individuals at least eighteen (18) years old. Users below that age must obtain the consent from your parents or legal guardian. By accessing or using any of the Services,

including making purchases and/or entering into Subscriptions through the AQ Green App, you warrant and represent that (i) you are at least eighteen (18) years of age or, if younger, you are acting with explicit consent from your parents or legal guardian and (ii) you are with the full authority, right, and capacity to enter into the Agreements and abide by all of the terms and conditions of these Terms.

10. THIRD-PARTY CONTENT

The Services may include links to content or services of third-party providers. In some cases, content made available by third parties may be shown or the Services may enable you to use additional services of third parties. We strive to design our applications in such a way that this will be readily apparent to you. All content and/or services of third-party providers are subject to the applicable terms, conditions, and policies of such third-party providers. We hereby expressly disclaim any responsibility or liability for content or services of any third parties. You are personally responsible for making sure that you do not violate the terms and conditions of such third-party providers.

11. USER-GENERATED CONTENT

11.1. If and to the extent you record, collect, import, process, post, link, store, share and otherwise make available certain text, graphics, videos, statistics, location data, or other material (“Content”) using the Services you remain solely responsible for that Content. We will not review or endorse any such Content.

11.2. To the extent it may become necessary for us to use user-generated Content for the performance of the Services, in particular for the calculation of your personal carbon footprint, you already grant us a non-revocable, non-exclusive, free of charge, worldwide license to any user-generated Content created by you.

11.3. By posting Content on or through (e.g. on social networking sites) the Services, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, (ii) you will not upload or use that Content in violation of Clause 8 and (iii) that the posting of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright. You will indemnify us against any claims, damages and losses resulting from any of the foregoing representations being wrong.

11.4. We have the right but not the obligation to monitor and edit all Content provided by users.

12. LINKS TO OTHER WEBSITES

12.1. Our Services may contain links to third-party websites or services that are not owned or controlled by us.

12.2. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

12.3. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

12.4. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

13. CHANGES TO THE SERVICES

We reserve the right to withdraw or amend our Services, and any service or material we provide via the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

14. AMENDMENTS TO THE TERMS

14.1. We may amend these Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

14.2. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

14.3. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised Terms. If You do not agree to the new Terms, you are no longer authorized to use the Services.

15. UPDATES TO AQ GREEN SOFTWARE

We regularly update our applications and hence may offer updates to the AQ Green App at any time and without notice. This is to ensure up-to-date security and to maximise usability of the AQ Green App. As the AQ Green App is continuously updated system requirements may change with it. We do not promise to keep the AQ Green App accessible and operable on the

devices it was originally downloaded to and installed on.

16. PRICES AND PAYMENT TERMS

16.1. Prices and currency of our Services may vary depending on the country you are in. Prices of any Subscriptions depend on various parameters and such as amount of carbon to be offset as well as prices and availability of carbon credits on the market. The actual price of your current Subscription will be displayed to you in the AQ Green App when you subscribe to your auto offset. Thereafter, the price of your next payment will be made available for your viewing by viewing your active auto offset. Given that auto offset subscription works based on your monthly emissions, the more emissions you add the higher your subscription price will be.

16.2. We expressly reserve the right to change our prices of our Services at any time and at our sole discretion. Such changes will not affect the current Subscription Term and will be notified to you before the beginning of the next Subscription Term when such change will become effective.

16.3. Payment for Services will be collected instantly as you subscribe to an auto offset and then at the end of every month based on your monthly emissions. For the processing of all payments, we use a trusted third-party payment processor.

16.4. We offer different payment methods whereby the user can enter either credit or debit card information. Please note that these payment methods are subject to the additional terms provided by the relevant payment provider. By using a certain payment method, you accept and agree to the terms applicable to the chosen payment method and such terms will form part of the Agreements. We reserve the right not to offer certain payment methods and to refer you to other payment methods if there is a valid reason for doing so.

17. INTELLECTUAL PROPERTY

17.1. The Services and their original content (excluding content provided by users), features and functionality are and will remain the exclusive property of AQGT and its licensors. The Services are protected by copyright, trademark, and other laws of foreign countries (the "Protected Content"). Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of AQGT.

17.2. To the extent necessary for using the Services, we hereby grant to any User who registers a user account a non-exclusive, non-transferrable, non-sublicensable right to use the

Protected Content for non-commercial purposes subject to the terms of the Agreements. This license will automatically cease if the Agreements are terminated or otherwise cease to exist.

- 17.3. Nothing in the Agreements shall authorize a user to
- (a) distribute or make available Protected Content to third parties;
 - (b) lease or transfer the AQ Green App or its content or any other Protected Content to third parties; or
 - (c) use any Protected Content outside the context of the Services;

18. DISCLAIMER OF WARRANTY

18.1. THE SERVICES ARE PROVIDED BY AQGT ON AN "AS IS" AND "AS AVAILABLE" BASIS. AQGT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

18.2. NEITHER AQGT NOR ANY PERSON ASSOCIATED WITH AQGT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER AQGT NOR ANYONE ASSOCIATED WITH AQGT REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

18.3. AQGT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

18.4. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. LIABILITY

19.1. To the extent the Services are free of charge, we shall not be liable for any damages arising due to the use of the Services by the user unless such damages result from our wilful intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*). Our liability for gross negligence is limited to reasonably foreseeable damages.

19.2. To the extent the Services are paid services, our liability for damages resulting from our wilful intent or gross negligence is unlimited. In case of us breaching a material contractual obligation due to ordinary negligence (*einfache Fahrlässigkeit*) our liability is limited to reasonably foreseeable damages. A contractual obligation is material within the meaning of the foregoing sentence if its performance is necessary for achieving contractual purposes and if the user may reasonably rely on its performance.

19.3. Our liability for wrongful harm to life, limb, or health remains unaffected by the foregoing limitations.

19.4. In all other cases any liability on our part is excluded.

20. TERMINATION

20.1. Subject to the remainder of this Clause, the Agreements will terminate automatically when your user account is deleted.

20.2. Subject to Clause 20.3 you may cancel your user account at any time without cause or explanation. Please note that simply deleting the AQ Green App will not cancel your account or your participation in the Services. Please send any request for cancellation of your user account to accounts@aq-green.com. Following cancellation of your user account all associated personal data as well as data and content uploaded by you to the AQ Green App will be excluding any anonymized and aggregated data.

20.3. You may cancel a Subscription at any time without cause or explanation effective as of the end of the running Subscription Term. You can do so by simply using the cancel subscription function in the AQ Green App. Please note that simply deleting the AQ Green App will not cancel your Subscription. Following a cancellation of your subscription your user account will remain in place unless and until you also cancel your user account.

- 20.4. We may terminate the Agreements and cancel your user account with two weeks' notice (text or written form), however at the earliest at the end of the running Subscription Term (if applicable).
- 20.5. We may terminate the Agreements and any Subscription with immediate effect for cause. The following instances shall without limitation be deemed good cause:
- (a) serious or repeated violations by you of the Agreements;
 - (b) violation of Clause 8 of these Terms;

21. DATA PRIVACY

We will process your personal data in compliance with applicable data protection laws and in compliance with our data privacy policy which can be accessed at <https://www.aq-greentec.com/privacy-policy/> or via the AQ Green App.

22. REVOCATION RIGHTS

- 22.1. In some countries, such as in the member states of the European Union, users have a revocation right. You are responsible for checking whether you have a revocation right.
- 22.2. If you have a revocation right under the laws applicable to you the following applies to you:
- (a) Your revocation right will come into existence as soon as you enter into a contract with us for the purchase of carbon offsets or as soon as you subscribe to a Subscription (each a "**Contract**").
 - (b) You may revoke the Contract within fourteen (14) days from the conclusion of the Contract without indicating any reason by sending to us a revocation notice in text form (e.g. letter, e-mail) expressing your desire to no longer be bound by the relevant Contract. Please address any revocation notice to the following address:

AQ Green TeC GmbH, Neuer Wall 63,
20354 Hamburg

E-mail: revocations@aq-greentec.com.

- (c) Following receipt of a valid revocation notice from you the Contract will be unwound. You will receive a refund for any payments already made under the revoked Contract. Refunds will be made via the payment method used for making the payment.

- (d) If you have requested that our Services begin during the notice period for revocation, you must compensate us for such reasonable amount as corresponds to the volume of Services that were provided prior to receipt of the notice to exercise the right to revoke the Contract relative to the total volume of Services provided for in the Contract.

23. ASSIGNMENTS

We reserve the right to transfer our rights and obligations under the Agreements to any subsidiary, affiliate or successor. Any such transfer will not affect the availability of the Services to you or the operation of the AQ Green App. We will always inform you before we transfer any obligations under the Agreements.

24. GOVERNING LAW

These Terms shall be governed by, and construed in accordance with, the laws of Germany excluding its conflicts of laws rules

25. JURISDICTION AND DISPUTE RESOLUTION

- 25.1. To the extent legally permissible, all disputes under and in connection with these Terms or their validity, shall be exclusively settled before the district courts of our registered office.
- 25.2. The European Commission makes available a platform for online dispute resolution ("ODR Platform"). You can access the ODR Platform at www.ec.europa.eu/consumers/odr. You will find our email address in the imprint.
- 25.3. We prefer to address any concerns you may have directly and therefore do not participate in any consumer mediation proceedings. Please contact us directly with any questions or problems.

26. WAIVER AND SEVERABILITY

- 26.1. No waiver by AQGT of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of AQGT to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.
- 26.2. Should any provision of these Terms be or become, either in whole or on part, void, ineffective or unenforceable, the remaining provisions will remain unaffected thereby. The same applies in case of unintentional gaps in these Terms.