

**CARBON SOLUTIONS PLATFORM PTE. LTD.  
WEBSITE TERMS OF USE**

*Please read these Terms carefully before using this Website. By browsing, accessing and/or using this Website, you signify and agree that you have read and accepted these Terms. If you do not agree to these Terms, please exit our Website and refrain from any further use and/or access to our Website. You are responsible for your compliance with all applicable laws and regulations in any jurisdiction.*

**1. GENERAL**

- 1.1. These terms and conditions (“**Terms**”) govern your use of or access to our website at [www.genzero.co](http://www.genzero.co) (“**Website**”), including any information, services, contents, functionalities, products or features that form part of the Website as offered and/or operated by Carbon Solutions Platform Pte. Ltd. (“**CSP**”). These Terms constitute a binding agreement between you and CSP.
- 1.2. In these Terms, “**we**”, “**us**” and “**our**” refers to CSP, a company incorporated under the laws of Singapore. “**You**” and “**your**” refers to any person and/or entity accessing and/or using the Website.
- 1.3. We may revise these Terms at any time without prior notice to you. You should visit this page from time to time and review the Terms to ensure that you understand all the terms and conditions that apply to your access to and use of the Website. Your continued access to and/or use of the Website indicate your acceptance of the revised Terms.
- 1.4. We may modify or discontinue any information or features that form part of the Website at any time, without notice to you, and without liability. We may also, in our discretion, cease to operate the Website at any time, but will give you advance notice of such intention.
- 1.5. From time to time, we may (including through our services providers or third parties) offer specific or new products, features, functionalities and/or services to complement or supplement the product/service offerings comprised within the Website. Additional or separate terms and conditions may apply to these products, features, functionalities and/or services, and you will need to accept and comply with those terms and conditions to enjoy them.
- 1.6. We may also from time to time publish additional guidelines, rules and conditions applicable to the access and use of the Website. You agree to comply with these additional guidelines, rules and conditions, which are incorporated by reference into these Terms.
- 1.7. We reserve the right to change the URL(s) of the Website without prior notice to you.

**2. ACCESS TO THE WEBSITE**

- 2.1. Your use of the Website is subject to your compliance with these Terms. You represent, undertake and warrant that you will:
  - 2.1.1. provide us with all necessary information and/or produce all necessary documents as may be required by us in order to provide you with products and/or services you need or may have requested on the Website;
  - 2.1.2. comply with all applicable laws and regulations with respect to your activities in connection with the Website; and
  - 2.1.3. comply with all applicable security or encryption standards, rules, procedures and guidelines.
- 2.2. We do not guarantee that the Website will:
  - 2.2.1. be error-free;
  - 2.2.2. be continuously available or uninterrupted in operation;

- 2.2.3. not be susceptible to any cybersecurity breach or cannot be compromised and/or free of any data breach (inadvertently or intentionally through interference or interception by third parties);
- 2.2.4. be free of bugs or other harmful virus, codes and components not specifically mentioned herein; or
- 2.2.5. will contain information that is always timely and accurate, sometimes inaccuracies may occur.

### **3. NO OBLIGATION TO SUPPORT OR MAINTAIN**

- 3.1. We have no obligation to provide, or continue to provide our Website, or any part thereof, now or in the future. We reserve the right, at any time, temporarily or permanently, in whole or in part, without prior notification and without incurring any liability to you, to: modify, suspend or discontinue our Website; charge for the use of our Website; restrict or modify access to our Website; and modify and/or waive any charges in connection with our Website.
- 3.2. We have no obligation to provide any maintenance, support or other services in relation to the Website, including providing any telephone assistance, documentation, error corrections, updates, upgrades, bug fixes, patches, and/or enhancements.
- 3.3. If and when we provide maintenance, support or other services in relation to our Website, your access and use of our Website may be interrupted, suspended or restricted.

### **4. INTELLECTUAL PROPERTY**

- 4.1. This Website (including, for the avoidance of doubt, all materials and contents located therein (including pages, documents, and online graphics, audio and video), logos, trade marks, service marks, domain names, trade names, designs, the source and object codes, and the format, directories, queries, algorithms, structure and organisation of our Website) are proprietary to us, and all intellectual property rights associated therewith, whether registered or not, are protected by law, and owned by or licensed to us.
- 4.2. References to any names, marks, products or services of third parties do not necessarily constitute or imply CSP's endorsement, sponsorship or recommendation of the third party, information, product or service. To the maximum extent permitted by law, we are not responsible and disclaim all liability for:
  - 4.2.1. such third party products, services and/or websites;
  - 4.2.2. for any act or omission of these third parties; or
  - 4.2.3. any dealings between you and these third parties, whether or not such dealings have been performed or facilitated through our Website.
- 4.3. We retain all rights in the Website and reserve all rights not expressly granted to you. You acknowledge that you have no right, title, interest in and to the Website, and you agree not to challenge the validity of our ownership of or rights to the Website. No material, graphic or image from this Website may be appropriated or modified in any manner, or reproduced, republished, uploaded, posted, transmitted or distributed in any way, without the prior written permission of CSP.
- 4.4. No party is permitted to establish links to this Website without prior written permission from CSP. CSP reserves all rights to deny permission for any such links. CSP is under no obligation to establish reciprocal links with any third party. Nothing contained herein confers any license or right under any copyright, patent, trademark or other proprietary rights of CSP or any third party.
- 4.5. In order for us to provide you with the facilities and functionalities offered by the Website, you hereby grant us a non-exclusive, transferable, irrevocable, unconditional, sub-licensable, royalty-free, worldwide licence to use, reproduce, distribute, create derivative works of, display and perform any information that you upload, submit, store, send or receive through the

Website for our business and operational purposes (including without limitation to transmit communications and store undelivered communications on our servers).

## 5. USAGE RESTRICTIONS

- 5.1. Neither CSP, any of its affiliates, subsidiaries, employees, agents, partners, principals and representatives (all of the foregoing, collectively, "**CSP Parties**"), nor any other person is, in connection with this site, engaged in rendering auditing, accounting, tax, legal, advisory, consulting or other professional services or advice. You agree not to use the content of this Website as a substitute for independent investigations and competent financial and business judgment. You shall obtain professional advice tailored to your particular factual situation. You shall be solely responsible for all matters arising from your use of this Website.
- 5.2. You agree to use this Website in accordance with these Terms and for lawful and proper purposes and shall not:
  - 5.2.1. modify, adapt, improve, enhance, alter, translate or create derivative works of our Website;
  - 5.2.2. use or merge our Website, or any component or element thereof, with other software, databases or services not provided by our Website;
  - 5.2.3. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of our Website, or decrypt our Website;
  - 5.2.4. interfere in any manner with the operation of our Website;
  - 5.2.5. circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to our Website;
  - 5.2.6. create a database by systematically downloading and storing our Website;
  - 5.2.7. interfere or attempt to interfere with services we provide on our Website ("**denial of service attacks**") including, but not limited to, "flooding" of networks, deliberate attempts to overload a service provided on our Website, attempting to "crash" us and taking any action that imposes an unreasonable or disproportionately large load on the services provided by us on our Website or the associated infrastructure;
  - 5.2.8. circumvent, or attempt to circumvent, user authentication or security measures ("**cracking**") of any Internet or intranet site or any of the accounts of any other person using the Website, including but not limited to, accessing data and/or information not intended for you, logging into an account you are not expressly authorised to access or in a manner which is not authorised by us;
  - 5.2.9. circumvent, or attempt to circumvent, any protection measures (electronic or otherwise) in place to regulate or control access to the Website, including without limitation through the use of a virtual private network, proxy service, or any other third party service, network, or product with the effect of disguising your IP address or location;
  - 5.2.10. use any kind of program/script/command/application, or send messages of any kind, designed to, in any manner, interfere with any user's terminal session;
  - 5.2.11. use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine", "crawl" or in any way gather our Website or reproduce or circumvent the navigational structure or presentation of our Website;
  - 5.2.12. violate any applicable laws, rules or regulations in connection with your access or use of our Website;
  - 5.2.13. cache frame or link to the Website without our prior written consent;
  - 5.2.14. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or which creates liability on CSP's part;
  - 5.2.15. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
  - 5.2.16. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

5.2.17. interfere or attempt to interfere with the operation or functionality of our Website; or obtain or attempt to obtain unauthorized access, via whatever means, to any of CSP's systems.

## **6. THIRD PARTY POSTINGS AND HYPERLINKS TO THIRD PARTY WEBSITES**

6.1. This Website may contain hyperlinks to other websites and/or platforms ("**External Sites**") which are neither maintained nor controlled by CSP, or may contain content posted on or via the Website by third parties. CSP shall not be responsible for any errors or omissions in any content in the websites, products and/or services of any hyperlinked External Site or any hyperlink contained in a hyperlinked External Site, nor for the privacy and security practices employed by these External Sites, and under no circumstances shall CSP be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Website, or arising from access to External Sites. Use of the websites and any hyperlinks and access to External Sites are entirely at your own risk.

6.2. You acknowledge that CSP has no control over and excludes all liability for any material on the Internet which may be accessible via the Website, and under no circumstances shall CSP be deemed to have endorsed any such content thereto.

6.3. We may place advertisements such as banners, java applets and/or such other materials for the purposes of advertising products and/or services ("**Advertisements**") in different locations on the Website and at different points during your access and use of the Website. These locations and points may change from time to time. You will not be entitled to receive any payment, fee and/or commission in respect of the Advertisements.

## **7. PERSONAL DATA**

7.1. Your personal data may be collected, used, disclosed and/or processed by us when you access and use our Website. You consent to our collection, use, disclosure and processing of your personal data in accordance with our [Privacy Policy](#).

## **8. SECURITY AND RISKS**

8.1. CSP takes certain industry-accepted precautions to secure the Website or portions thereof. However, you acknowledge and agree that such precautions cannot guarantee that use of the Website is invulnerable to security breaches, nor does CSP makes any warranty, guarantee, or representation that use of the Website is protected from and free of all viruses, worms, Trojan horses, and other vulnerabilities.

8.2. Where appropriate, we use available technologies to protect the security of our Website. To the maximum extent permitted under applicable laws, we do not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through our Website.

8.3. Internet transactions and communications may be susceptible to interference or interception by third parties. You acknowledge that there are inherent risks (including risks related to security, authenticity, integrity and confidentiality) in such activities conducted over electronic networks. We expressly disclaim any liability for such risks, which you agree to assume. We make no warranties that our Website is free of infection by computer viruses or other unauthorised software.

## **9. GENERAL DISCLAIMERS**

9.1. The Website is provided "as is" and "as available" with no warranties whatsoever. To the maximum extent permitted by applicable law, CSP Parties make no guarantee, representation or warranty of any kind, either express or implied:

- 9.1.1. regarding the timeliness, quality, fitness, completeness, correctness, accuracy, suitability, reliability or otherwise of the Website or its content or the results of its use for any purpose;
  - 9.1.2. regarding the availability or appropriateness of the Website;
  - 9.1.3. that the Website or your use of the Website will not infringe the intellectual property or other proprietary rights of any third party;
  - 9.1.4. that the Website (or the server that makes it available) will be error-free, unhackable, uncompromisable, free of any data breach (inadvertently or intentionally through interference or interception by third parties), or free of any bug, computer virus, unauthorised software or other harmful elements, codes or components not specifically mentioned herein;
  - 9.1.5. that the Website will contain information that is always timely and accurate;
  - 9.1.6. that the Website will operate or function properly on your devices or operating systems; or
  - 9.1.7. that the Website will not cause any damage to your devices or operating systems.
- 9.2. Your access and use of our Website is voluntary and at your sole risk. You are solely responsible for:
- 9.2.1. your reliance on our Website and its contents;
  - 9.2.2. any liability or damage that you may incur through use of our Website and its contents; and
  - 9.2.3. for all decisions or actions resulting from your access and use of our Website and its contents.

## **10. LIMITATION OF LIABILITY**

- 10.1. To the maximum extent permissible and subject and pursuant to all applicable laws and regulations, CSP Parties shall not be liable for any direct, indirect, incidental, special, exemplary, consequential or other damages whatsoever (including but not limited to liability for loss of use, data or profits), including but not limited to contract, negligence or other tortious actions, even if any of the CSP Parties has been advised of the possibility of such damages or losses that were, are being or will be incurred:
- 10.1.1. arising out of or in connection with your use, access or reliance on the Website (or any content, information, data or statement found thereon);
  - 10.1.2. resulting from the performance of the Website or any delay or failure thereof; and/or
  - 10.1.3. resulting from any delay in operation or transmission, communication failure, Internet access difficulties or malfunction of equipment or software.
- 10.2. The accessibility and operation of the Website relies on technologies outside our control. We are not responsible for such technologies that are used or supported on the Website. You agree to bear all risks associated with these technologies.

## **11. TECHNICAL REQUIREMENTS**

- 11.1. You acknowledge and agree that for our Website to function, it may require a compatible device (including a mobile or computing device), appropriate third party software (such as browsers), and also connectivity to the internet. You are solely responsible for obtaining such device(s), software, and the necessary connectivity services to access and use our Website. We assume no responsibility for such devices, software and services, or for any functionality of our Website which are dependent on them to operate.

## **12. INDEMNITY**

- 12.1. You agree to fully indemnify the CSP Parties in respect of any and all claims, losses, damages, expenses (including legal costs on a full indemnity basis), liabilities (whether criminal or civil) and costs of settlement suffered or incurred by the CSP Parties or asserted against them in respect of:

- 12.1.1. any access, use of, or conduct in connection with the Website by you;
- 12.1.2. any breach of these Terms by you;
- 12.1.3. any violation of the rights of any third party;
- 12.1.4. our reliance on information, data or records provided by you in connection with your access and use of the Website;
- 12.1.5. the occurrence of any event arising out of in connection with your act, omission or default which compromises the security or integrity of the Website or its contents; and/or
- 12.1.6. your violation of any applicable law or the rights (including but without limitation the intellectual property rights and privacy rights) of any other person or entity.

### **13. CONFIDENTIALITY**

- 13.1. You shall, at all times, keep confidential all information provided by us or on our behalf that is marked or is by its nature confidential or proprietary ("**Confidential Information**"). You shall not disclose or permit to be disclosed the Confidential Information to any third party without our prior written consent. These obligations of confidentiality do not apply to information that is publicly available, already in your possession without confidentiality restrictions or required to be disclosed by order of a court or the relevant governmental authorities.

### **14. MODIFICATIONS**

- 14.1. CSP reserves all rights to make any and all changes to this Website and its contents at its sole and absolute discretion without prior notice to you. CSP reserves the right to deny or suspend access to this Website at any time without prior notice. Materials on our website may include technical inaccuracies or typographical errors, and changes may be periodically incorporated into such materials. CSP may make improvements and/or changes in the products, services and/or programmes described in such materials at any time without notice.

### **15. SUGGESTIONS, COMMENTS AND FEEDBACK**

- 15.1. If you respond to any part of the materials contained in the Website via any form of communication with us, including through feedback, questions, comments, suggestions, or the like, such information shall be deemed to be non-confidential and the CSP Parties shall have no obligation whatsoever with respect to such communications and shall be free to reproduce, use, disclose and distribute the information to others without limitation, and shall be free to use in any way for any purpose whatsoever the content of such communications including any ideas, know-how, techniques or concepts disclosed therein.

### **16. REPORTING VIOLATIONS**

- 16.1. You may contact us with a request to remove content on the Website if you have reasonable grounds to believe that the content:
  - 16.1.1. is defamatory, obscene, threatening, malicious, incites hatred or contains any other objectionable material;
  - 16.1.2. infringes any intellectual property rights or any other proprietary rights or was posted in breach of confidentiality obligations;
  - 16.1.3. is inaccurate or misleading; or
  - 16.1.4. is illegal.
- 16.2. You shall provide us with the necessary information and documentation we require for us to assess whether your requests are valid. If we are convinced that your requests are valid, we will take steps to remove the content. You represent and warrant that all information provided in connection with such requests shall be true, accurate and complete.

### **17. APPLICABLE LAW AND JURISDICTION**

- 17.1. The law applicable to the Terms is the law of the Republic of Singapore, and the courts of the Republic of Singapore shall have exclusive jurisdiction in case of any dispute arising out of the

Terms or your access and use of the Website. Any claim you may have against us in connection with the Terms or your access and use of our Website must be commenced within one (1) year from the claim arising.

## **18. MISCELLANEOUS**

- 18.1. The headings used in these Terms are included for convenience only and shall not limit or otherwise affect the provisions herein. Any amendment of the Terms, if sought by you, shall not be effective unless it is made in writing and signed by our duly authorised representative.
- 18.2. If any provision herein is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from and will not affect the validity and enforceability of the remaining provisions. The Terms constitute the entire agreement between you and us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral representations (including information found on our Website). Our failure to insist upon or enforce strict performance of any provision of the Terms shall not be construed as a waiver of any provision or right. A person who is not a party to the Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provisions contained herein. You may not assign your rights or obligations under the Terms. We may assign our rights or obligations under these terms to any third party at any time without your consent or notice to you.