

Sustainaccount AG

General Terms & Conditions

1.1. Applicability of General Terms and Conditions

These General Terms and Conditions (the "Terms" or "GTC") form an integral part of the Agreement between Sustainaccount AG, having its registered office at Tramstrasse 8, 8707 Uetikon am See, Switzerland ("Sustainaccount", "Company"), and the Client, whether personally or on behalf of an entity ("Client"), collectively referred to as the "Parties".

- 1.2. The Terms apply to all services unless otherwise agreed in writing.

2. Definitions

- 2.1. The following terms have the specified meaning:

- I. "Agreement" refers to the entire contract consisting of this document, the accepted offer (or Specification of Contracted Services), and any other relevant components. In the event of a conflict between parts of the Agreement, the provisions of the accepted offer or Specification of Contracted Services shall prevail.
- II. "Client" refers to the party entering into an Agreement with the Company for the provision of services.
- III. "User(s)" refers to any individual who is authorized by the Client to access and use the Services.
- IV. "Services" refers to all the services provided by the Company.

3. Services

- 3.1. Scope: The Company provides Services related to climate risks, decarbonization and related topics as specified in the Agreement. The Client may access the Services via web, app, reports or other agreed formats.
- 3.2. Authorized Use: The Company grants the Client and its authorized Users a non-exclusive right to utilize the Services strictly as specified in the Agreement. Any unauthorized use, reproduction, distribution, or modification of the Services and related material is prohibited unless explicitly authorized in writing. The Client and its Users are expressly forbidden from providing access to the Services to third parties without prior written consent.
- 3.3. Delivery Terms: Unless otherwise agreed in writing, delivery times are approximate and non-binding. The Client may not claim damages for delays or service performance. Partial deliveries of products or services are permitted and may be invoiced upon completion. These are deemed accepted if used or not objected to in writing within 5 business days.
- 3.4. Account Registration and Security: To access certain features of the Service, the Client may be required to register for a user account. The Client is responsible for preventing unauthorized access and must keep login credentials confidential. The Client is liable for all activity under its account. Any unauthorized use or security breach must be reported immediately. The Company reserves the right to modify, suspend, or revoke access at any time without prior notice, including in the event of non-payment, without prejudice to further legal rights or remedies.
- 3.5. Service Modifications: The Company may modify the structure, design, technical aspects, and functionalities of the Services, including updates and upgrades, without Client consent if usability is not materially reduced. If a modification significantly affects the Client's use of the Service, the Client may terminate the Agreement without penalty by providing written notice within 60 days of the modification taking effect.

- 3.6. Service Availability: The Company will use commercially reasonable efforts to ensure Service availability and minimize disruptions due to updates and maintenance. The Company shall not be liable for service interruptions or delays beyond its control.

- 3.7. Third-Party Content: The Services may include data, links, or content originating from third parties. The Company does not investigate, monitor, or assume responsibility for the accuracy or security of such content. Inclusion of or linking to third-party content does not imply approval or endorsement. The Client accesses such third-party content at their own risk.

- 3.8. Use of Subcontractors: The Company reserves the right to engage subcontractors or affiliates. These entities shall not be deemed third parties under the Agreement.

4. Obligations of the Client

- 4.1. Provision of Accurate Information: The Client is responsible for timely, accurate and virus-free data and for complying with applicable data protection laws. The Company shall not be liable for any errors, omissions, or consequences resulting from inaccurate or incomplete data provided by the Client. Fees and expenses remain due even if the Service cannot be executed due to circumstances within the Client's control.
- 4.2. Prohibited Actions: The Client is expressly prohibited from building, supporting, or engaging directly or indirectly in the development of competitive products or services; creating derivative work; removing, modifying, or reverse engineering any aspect of the Services; providing unauthorized third-party access without explicit written consent from the Company.

5. Fees and Payment

- 5.1. Payment Terms: Fees are payable in advance unless otherwise agreed in writing. Invoice objections must be submitted in writing within 30 days of receipt, with a clear reason, or the invoice is deemed accepted. Vague remarks or partial payments do not constitute valid objections.
- 5.2. Payment Obligations: The Client must pay all fees as specified in the Agreement and provide valid payment details. Fees are non-refundable unless stated otherwise in writing. The Company may update pricing upon renewal or as otherwise specified in a written amendment. A reinstatement fee of up to 10% of the applicable annual contract value may apply after suspension for non-payment.
- 5.3. Authorization for Charges: By providing payment information, the Client authorizes the Company to charge for all fees due under the Agreement. The Client acknowledges that unutilized services do not entitle them to a refund. Any failure to use the Services does not relieve the Client of its payment obligations.

6. Intellectual Property Rights and Copyright

- 6.1. Intellectual Property: All copyrights, intellectual property and other proprietary rights related to the Services, including content, features and functionalities remain with the Company or respective third parties.
- 6.2. Limited License: The Client is granted a limited, non-exclusive, non-transferable and non-sublicensable right to use the Service solely for the Agreement's duration and purpose. Publication or distribution requires prior written consent from the Company and attribution to the source.

6.3. **Client Data:** The Client retains ownership of data provided. The Company may store copies to meet legal obligations and is granted the necessary rights to process and back up data. The Company may suspend access to the Services without liability if there is reasonable suspicion that the Client's data is unlawful or infringes third-party rights. Suspension will be lifted once the issue is resolved. Reasonable suspicion includes notices from authorities, courts, or credible third parties.

6.4. **Third-Party Applications:** The Company is not liable for third-party applications used with the Services. The Client acknowledges that third-party providers are solely responsible for their own security, data protection, and performance. The Company is not liable for any data loss, service disruption, or breach resulting from third-party integration.

7. Warranties, Limitation of Liability and Indemnification

7.1. **Service Provision and limitations:** The Services are based on the Company's current knowledge and technology and are updated where feasible. The Company offers no warranties for future developments, outcomes, or new features.

7.2. **No Guarantee of Results:** The Services may include projections or advice that may not materialize. All content is provided "as is" without warranty and does not constitute legal, financial, or audit advice. The Client bears sole responsibility for its use. The Company is not liable for any damages arising from decisions based on the content.

7.3. **Service Availability Disclaimer:** The Company does not guarantee uninterrupted, error-free, or secure access to the Services. There are no warranties regarding the correction of defects or the absence of harmful components.

7.4. **Limitation of Liability:** To the extent permitted by law, the Company shall not be liable for direct, indirect, incidental, or consequential damages, including, but not limited to, lost profits, data, or reputational harm. The Company's total liability for any claim under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client in the 12 months preceding the claim.

7.5. **Indemnification:** The Client agrees to indemnify and hold harmless the Company, its affiliates, directors, officers, employees, and service providers against any claims, liabilities, damages, costs, and expenses arising from the Client's use of the Services, omissions, misuse, or breach of this Agreement. This indemnification obligation does not limit the Company's right to pursue additional claims.

7.6. **Statute of Limitations:** Claims must be submitted in writing within 60 days of the underlying event. After this period, they are permanently barred.

8. Duration and termination

8.1. **Term and Renewal:** Contracts have a minimum term of 12 months and automatically renew unless otherwise agreed in writing or terminated. Termination must be communicated in writing at least 90 days in advance. The Client remains responsible for all fees incurred until the termination date. Fees for annual subscriptions are due for the full year, irrespective of the chosen payment frequency. Pre-paid amounts shall not be refunded, unless otherwise agreed in writing. Non-used services do not grant rights to refunds.

8.2. **Termination by the Company:** The Company may terminate the Agreement with immediate effect and without liability if the Client engages in fraud, commits a material breach of contract, or engages in serious misconduct that renders continuation of the Agreement unreasonable or may significantly harm the Company's reputation, operations, or

business interests. Upon termination, the Client must promptly return all documents and data and delete any software components provided by the Company, ensuring no further use.

8.3. **Survival of Terms:** Provisions that by their nature extend beyond termination shall remain in effect, including but not limited to payment obligations, license restrictions, intellectual property rights, confidentiality, disclaimers, indemnification, and liability limitations.

9. Confidentiality and data protection

9.1. **Confidential Information:** Confidential information includes any information designated as confidential or that should reasonably be understood as confidential under the circumstances.

9.2. **Confidentiality Obligation:** Both Parties agree to maintain the confidentiality of any exchanged information and to use such information only for the purposes of the Agreement.

9.3. **Data Protection Compliance:** The processing of personal data by both Parties shall comply with all applicable data protection laws.

10. Miscellaneous

10.1. **Third-Party Beneficiaries:** The Agreement is intended solely for the benefit of the Parties and their respective successors and assigns. No third party shall have rights under this Agreement.

10.2. **Modifications:** Amendments must be in writing and signed by both Parties to be valid. Electronic signatures are accepted and considered binding. The Company may update these Terms at its discretion, effective at contract renewal. Material changes may be objected to within 30 days, allowing the Client to terminate the Agreement at the end of the current term. Continued use constitutes acceptance. Legal or non-material updates may apply immediately.

10.3. **Waiver:** No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a continuing waiver of the same provision in the future.

10.4. **Reference and service development:** The Client agrees that the Company may use the Client's company details as a reference in marketing materials and on its website unless expressly opted out in writing. The Company may also use the provided information in anonymized form for service development.

10.5. **Force Majeure:** Neither Party shall be liable for failures due to events beyond their control, such as natural disasters, strikes, or regulatory changes. This does not release the Client from its obligation to pay accrued fees.

10.6. **Compliance with laws:** Both Parties shall comply with all applicable laws, regulations, and industry standards in fulfilling their obligations under this Agreement.

10.7. **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect. Any invalid provision will be replaced by a valid provision, serving a similar economic purpose.

11. Governing law and jurisdiction

11.1. **Governing Law:** The Agreement is governed by Swiss law.

11.2. **Jurisdiction:** All disputes related to the Agreement shall be exclusively subject to the jurisdiction of the courts of Zurich, Switzerland.

By entering into the Agreement or accessing the Services, the Parties acknowledge and accept these General Terms and Conditions.

Last update: 12 February 2025