

## CHOOOSE General Terms & Conditions Introduction

CHOOOSE is the trading name of CHOOOSE AS (hereinafter referred to as "CHOOOSE"). CHOOOSE provides our subscribers and customers with an agreed amount of CO2 reductions, currently with CO2 emission quotas (also referred to as "Quotas") that we acquire and delete from the market. Our service also may include recommendations and other information regarding CO2 emission reductions, and marketing and PR services as agreed with the customer. These general terms & conditions ("GTCs") govern your use of our service. As used in these GTCs, "Choose service", "our service" or "the service" means the service provided by CHOOOSE for providing the subscribers with measurable CO2 reductions, including all features and functionalities, website, and user interfaces, as well as all Quotas acquired, and other content associated with our service. CHOOOSE provides the Choose service to you and may be named as the sender and/or contracting party for invoices and similar formal correspondence and documentation. By signing up or otherwise using the Choose service, websites, and software applications, you are entering into a binding contract with Choose as provider of the service. Your agreement with us includes these GTCs, our Privacy Policy (the GTCs and Privacy Policy, and any additional terms that you agree to, are referred to together as the "Agreements"). If you are using the Choose services and/or entering into the Agreements on behalf of a company, organization, entity, or brand (an "Organization", and such account, if on a monthly subscription, an "Organization subscription"), the terms "you" and "your", as used throughout the Agreement, apply to both you and the Organization, as applicable. You acknowledge (including on behalf of and as a representative of the customer if an Organization) that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you do not agree with (or cannot comply with) the Agreements, then you may not use the Choose service. The Agreements cover important information about Choose services provided to you including any charges, taxes, and fees we may bill you. In order to use the Choose service, you need to have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to Choose is true, accurate, and complete, and you agree to keep it that way at all times. Other terms and conditions may apply to individuals covered by an Organization's membership, and we refer to your Organization's representative for further information.

**1. Definitions.** The term "CHOOOSE" refers to Choose AS and its affiliates. The term customer or similar references to the party using the Choose services refers to you and/or the person signing up for a subscription via the Choose website or via other channels.

**2. Membership.** Your Choose subscription will continue month-to-month until terminated. Unless you cancel your subscription before your monthly renewal date, you authorize us to charge your next month's membership fee to your Payment Method (see "Cancellation" below). You may also make a pre-payment giving you access to the Choose service for a specific time period or for a specific amount of virtual emission quotas. To use the Choose service you must provide us with a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). You can find specific details regarding your subscription with Choose by visiting our website and clicking on the "FAQ" link available. If you open an Organization subscription, you represent and warrant that you are authorized to grant all permissions and licences provided in the Agreements and to bind the Organization to the Agreements. We may change the price of our service from time to time e.g. on the

grounds of price fluctuations on CO2 emission quotas. The price for your subscription, if applicable, may vary depending on the jurisdiction you elect as your origin, due to different average emissions per citizen of such jurisdiction.

**3. Choose Service.** During your Choose service subscription, we grant you limited, exclusive, non-transferable virtual emission quotas. The virtual emission quotas will always correspond to actual Quotas acquired by Choose that will be deleted from the relevant emission quota market and made unavailable for all third parties. Except for the foregoing limited service, no right, title or interest shall be transferred to you. You may buy separate virtual emissions quotas from Choose also outside your subscription. Such acquisitions will be governed by these GTCs. We continually update the Choose service, including seeking to minimize cost per actual and virtual emission quota. In addition, we continually test various aspects of our service, including our website, user interfaces and promotional features. Such testing may interfere with normal stability of our webpage, but will not have any impact on the virtual emissions acquired by the users or the actual emission quotas acquired by Choose. You agree to use the Choose service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale or re-sale, or use (except as explicitly authorized in these GTCs) content and information contained on or obtained from or through the Choose service, unless approved in writing by Choose. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content in the Choose service; or manipulate the content of the Choose service in any way. We may terminate or restrict your use of our service if you violate these GTCs or are engaged in illegal or fraudulent use of the service. Unless specifically stated by CHOOOSE, the origin of the actual emission quotas may vary from time to time, and may be affected by a variety of factors, such as your location, and/or availability of emission quotas. The Choose services strives to at all times acquire the generally accepted emission trading solutions, emission quotas or certified emission reductions as provided by regional or national states, international organizations and similar (e.g. the UN, the EU, or recognized NGOs). Choose warrants that the origin of the Quotas is certified and/or provided by such entities and/or the market/platforms provided by them, and such documentation is available upon request from you to the Choose customer service. CHOOOSE will every 24 month balance the amount of CO2 reductions achieved by acquiring Quotas with the amount of virtual emission reductions in order to secure that the number of Quotas correspond with the number of virtual emission reductions. The Choose service is free of VAT, ref. the Norwegian VAT Act of 2009 sec. 3-20.

**4. Governing Law.** These GTCs shall be governed by and construed in accordance with the laws of Norway. These terms will not limit any consumer protection rights that you may be entitled to under mandatory laws. You and Choose agree that any dispute, claim, or controversy between you and Choose arising in connection with or relating in any way to these Agreements or to your relationship with Choose as a user of the service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by the ordinary courts of Oslo, Norway.

**5. Third-Party Applications.** You may encounter third party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Applications") that

interact with the Choose service. Your use of these Applications may be subject to third party terms of use or license terms.

**6. Customer Support.** To find more information about our service and its features or if you need assistance with your account, please visit the Choose FAQ section on our website. In the event of any conflict between these GTCs and information provided by Choose representatives or other portions of our website, these GTCs will prevail.

**7. Survival.** If any provision or provisions of these GTCs shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

**8. Changes to GTCs.** Choose may, from time to time, change these GTCs and the GTCs will at all time be available and updated at the website.

**9. Electronic Communications.** We will send you information relating to your use of the service (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

**10. Warranty and disclaimer.** CHOOOSE warrants and guarantees that the Quotas acquired will not under any circumstance be re-sold or in any other way made available to any third party. We endeavour to provide the best service we can, but you understand and agree that the Choose service is provided “as is” and “as available”, without express or implied warranty or condition of any kind, and that the use of the service is at your own risk. To the fullest extent permitted by applicable law, CHOOOSE and all owners of the actual emission quotas or services make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement, except for the cancellation (offset) of such Quotas. Neither CHOOOSE nor any owner of content warrants that the Choose service is free of malware or other harmful components. In addition, CHOOOSE makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party applications (or the content thereof), user content, or any other product or service advertised or offered by a third party on or through the Choose service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that CHOOOSE is not responsible or liable for any transaction between you and third party providers of third party applications or products or services advertised on or through the Choose service. No advice or information whether oral or in writing obtained by you from Choose shall create any warranty on behalf of CHOOOSE in this regard.

**11. Limitation.** You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Choose service is to stop using the Choose service. To the fullest extent permitted by law, in no event will CHOOOSE, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Choose service, third party applications, or third party application content, without regard to whether Choose has been warned of the possibility of those damages, or (3) aggregate liability for all claims relating to the Choose service, third party applications, or third party application

content more than the amounts paid by you to Choose and not exceeding the amount actually paid by Choose for the Quotas acquired on your behalf (as a virtual CO2 emission quota under the service) or for subscribers during the prior twelve months in question. Nothing in the Agreements removes or limits Choose's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

**12. Entire Agreement.** Other than as stated in this section or as explicitly agreed upon in writing between you and CHOOOSE, the Agreements constitute all the terms and conditions agreed upon between you and CHOOOSE and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

**13. Severability and waiver.** Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law. Any failure by CHOOOSE or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive CHOOOSE's or the applicable third party beneficiary's right to do so.

**14. Assignment.** CHOOOSE may assign the Agreements or any part of them, and CHOOOSE may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

**15. Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify and hold CHOOOSE harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any activity in which you engage in or through the Choose Service; and (3) your violation of any law or the rights of a third party.

**16. Billing.** The membership fee for our service will be billed on a monthly basis to your Payment Method on the first calendar day in the month commencement of your paid subscription started. In some cases the timing of your billing may change, for example if your Payment Method has not successfully settled. Visit our website and click on the "FAQ" for further information on payment date. You can change your Payment Method by visiting our website and follow the instructions contained therein. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method. You authorize us to continue billing the Payment Method, as it may be updated and you remain responsible for any uncollected amounts. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details. You can cancel your membership at any time, and you will continue to have access to the Choose service through the end of your monthly billing period. We do not provide refunds or credits for any partial-month membership periods. To cancel, go to the Choose web page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. If you signed up for the Choose service using your account with a third

party as a payment method and wish to cancel your Choose membership at any time, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Choose service through that third party. You may also find billing information about your Choose membership by visiting your account with the applicable third party. When you register for a subscription or make a pre-payment, you consent to get access to Choose services immediately. If you reside outside the United States and register for a subscription online, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days (the "Coolingoff Period"). Refunds will not, however, be provided if you have accessed Choose services at any time during the Cooling-off Period and received virtual emission quotas or that CHOOOSE has acquired actual emission quotas that are allocated to your account. We may change the price of our service from time to time e.g. on the grounds of price fluctuations on CO2 emission quotas; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following email notice to you. The price for your subscription may vary depending on the jurisdiction you elect as your origin, due to different average emissions per citizen of such jurisdiction.

**17. Passwords & Account Access.** The member who created the Choose account and whose Payment Method is charged (the "Account Owner") has access and control over the Choose account. To maintain control over the account and to prevent anyone from accessing the, the Account Owner should not reveal the password nor the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Choose website and not through a hyperlink in an email or any other electronic communication, even if it looks official. We can terminate your account or place your account on hold in order to protect you, Choose or our partners from identity theft or other fraudulent activity.

**18. Contact.** If you have any questions concerning the Choose service or the Agreements, please contact Choose by visiting our website and follow the instructions contained therein: <http://choose.today>

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