

CHOOOSE General Terms & Conditions

Introduction

CHOOOSE is the trading name of CHOOOSE AS (hereinafter referred to as “CHOOOSE”). CHOOOSE provides our customers with an agreed number of carbon credits or various emission reduction units (also referred to as “Carbon Units”) 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, “CHOOOSE service”, “our service” or “the service” means the service provided by CHOOOSE for providing you as a customer (Customer) with virtual carbon units, including all features and functionalities, website, and user interfaces, as well as all Carbon Units acquired, and other content associated with our service. CHOOOSE provides the 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 CHOOOSE service, websites, and software applications, you are entering into a binding contract with CHOOOSE 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 CHOOOSE services and/or entering into the Agreements on behalf of a company, organization, entity, or brand (an Organization) 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 CHOOOSE service or acquire any virtual Carbon Units from CHOOOSE. The Agreements cover important information about CHOOOSE services provided to you including any charges, taxes, and fees we may bill you. In order to use the CHOOOSE 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 CHOOOSE is true, accurate, and complete, and you agree to keep it that way at all times.

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 using the CHOOOSE services.

3. CHOOOSE Service. When using CHOOOSE services we grant you limited, exclusive, non-transferable virtual carbon units. The virtual emission units will always correspond to actual Carbon Units acquired by CHOOOSE 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. We continually update the CHOOOSE 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 emission units acquired by the users or the actual Carbon Units acquired by CHOOOSE. You agree to use the CHOOOSE 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 CHOOOSE service, unless approved in writing by CHOOOSE. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content in the CHOOOSE service; or manipulate the content of the CHOOOSE 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 Carbon Units may vary from time to time, and may be affected by a variety of factors, such as your location, and/or availability of Carbon Units. The CHOOOSE services strives to at all times acquire the generally accepted emission trading solutions, Carbon Units or certified emission reductions as provided by regional or national states, international organizations and similar (e.g. the UN, the EU, or recognized NGOs). CHOOOSE warrants that the origin of the Carbon Units is certified and/or provided by such entities and/or the market/platforms provided by them and/or third parties not being CHOOOSE, and such documentation is available upon request from you to the CHOOOSE customer service. The CHOOOSE 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 CHOOOSE agree that any dispute, claim, or controversy between you and CHOOOSE arising in connection with or relating in any way to these Agreements or to your relationship with CHOOOSE 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 CHOOOSE 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 CHOOOSE FAQ section on our website. In the event of any conflict between these GTCs and information provided by CHOOOSE 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. 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. As a CHOOOSE customer we will also send you information about CHOOOSE products and ongoing campaigns.

9. Warranty and disclaimer. CHOOOSE warrants and guarantees that the Carbon Units 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 CHOOOSE 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 Carbon Units 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 Carbon Units. Neither CHOOOSE nor any owner of content warrants that the CHOOOSE 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 CHOOOSE 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 CHOOOSE service. No advice or information whether oral or in writing obtained by you from CHOOOSE shall create any warranty on behalf of CHOOOSE in this regard.

10. Limitation. You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the CHOOOSE service is to stop using the CHOOOSE 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 CHOOOSE service, third party applications, or third party application content, without regard to whether CHOOOSE has been warned of the possibility of those damages, or (3) aggregate liability for all claims relating to the CHOOOSE service, third party applications, or third party application content more than the amounts paid by you to CHOOOSE and not exceeding the amount actually paid by CHOOOSE for the Carbon Units 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 CHOOOSE's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

11. 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.

12. 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.

13. 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.

14. 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 CHOOOSE Service; and (3) your violation of any law or the rights of a third party.

15. Payment. 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. We do not provide refunds or credits for any purchase. When purchasing Carbon Units through CHOOOSE, you consent to get access to CHOOOSE services immediately.

16. Passwords & Account Access. The Customer who created the CHOOOSE account and whose Payment Method is charged (the "Account Owner") has access and control over the CHOOOSE 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 CHOOOSE 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, CHOOOSE or our partners from identity theft or other fraudulent activity.

17. Privacy. Your customer relationship with CHOOOSE will be treated as a running customer relationship in order for CHOOOSE to provide you with the best possible service level, including access to information about previous transactions. When using CHOOOSE services and becoming a Customer, CHOOOSE will process your personal data in accordance with the CHOOOSE Privacy Policy.

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