



ORMEX

General Terms and Conditions of Use - GTU

The purpose of these General Terms and Conditions of Use (hereinafter the "GTU"), as well as the pages and documents to which they refer, is to define the conditions under which any Internet visitor or user (hereinafter the "User") may use the website accessible at the url address www.ormex.io (hereinafter referred to as "the Site"), the application www.ormex.app (hereinafter referred to as "the ORMEX STANDARD Registry Platform" or "the Platform"), and the associated pages that make them up, in particular for the purpose of creating a dedicated account (the "Account") in order to subscribe to and benefit from the services offered by ORMEX as defined in the ARTICLE 2 (hereinafter "the Services") and/or access and use an Account.

The GTU apply to any User acting individually in the context of the use of an Account of which he or she is the holder, as well as to any User, an individual, authorised by the holder of an Account to access it and use its functionalities.

It is specified that in the event of the creation of an Account and the purchase of Services on the Platform, the General Terms and Conditions of Use and Sale (GTCUS), and any special conditions agreed, constituting the contract between the Account holder and ORMEX (hereinafter "the Contract"), are applicable in addition to these GTU.

These GTU, which the User undertakes to read and accept without reservation, are binding on all Users accessing the Site and the Platform. When entering into a Contract with an Account holder, the User opening the Account, as well as any authorised User creating an User profile, will be asked to read and accept the GTU.

If the User accepts the GTU in the name and on behalf of an organisation or entity, the User represents and warrants that he/she is authorised to accept them in the name and on behalf of this organisation or entity, and to bind it in this capacity.

ARTICLE 1. ORMEX IDENTIFICATION AND LEGAL NOTICE

ORMEX, a "société par actions simplifiée" (simplified joint stock company) registered in the Paris Trade and Companies Register under number 888 173 218, whose registered office is at 18 bis, rue d'Anjou 75008 Paris, France, and which can be reached by e-mail at contact@ormex.org (hereinafter referred to as

"ORMEX").

The publication is managed by ORMEX, represented by Ms Goulnara AGUIAR, Goulnara.aguiar@ormex.io

The Site is hosted by:

For www.ormex.app: GCP Google Cloud Platform (Google Cloud France SARL, 8 rue de Londres, 75009 Paris); for www.ormex.io: Squarespace, New York City, USA.

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ARTICLE 2. SERVICES PROVIDED BY ORMEX

ORMEX STANDARD is a recognised global standard on the voluntary carbon market for the certification of projects implementing regenerative practices in the agricultural sector, in order to act in favour of the reduction of emissions and natural storage of greenhouse gases and contribute to the improvement of sustainable development objectives (hereinafter the "ORMEX STANDARD"). ORMEX offers various stakeholders (such as project developers, buyers of carbon credits, approved external auditors) access to the Platform and associated functionalities in order to assist them in describing the project, its certification, the issue of verified carbon credits, and the transmission of information and documents as part of the ORMEX STANDARD phases. The platform is also used to keep the ORMEX STANDARD register required under the voluntary carbon market.

ARTICLE 3. REGISTER – CREATE AN ACCOUNT

Apart from free access to the Site, anyone wishing to access and use the Services must create a dedicated Account.

The creation of an Account is subject to prior identification of the Account holder and acceptance of the GTCUS, and payment for the corresponding services. The pricing applied by ORMEX to its Services is specified in the GTCUS and/or ORMEX's pricing provisions.

ARTICLE 4. PERSONAL DATA

ORMEX processes personal data for the purposes of registration and Account creation. The identification of personal data, processing and purposes are specified in the PERSONAL DATA PROTECTION POLICY available at

www.ormex.io or www.ormex.app.

Some of the data collected and processed by ORMEX is necessary to enable access to the Platform and the performance of the Services provided by the Platform. Failure to provide such data may prevent access to and performance of the Services. ORMEX may not be held liable for such an impediment if the User refuses to provide the data.

ARTICLE 5. COOKIES

ORMEX uses cookies and other tracers on the Internet. These are the subject of separate information for the User, in particular through notices appearing on the Site and the cookies policy accessible on www.ormex.io or www.ormex.app.

The use of certain tracers or cookies is necessary to enable the User to access the Site and/or the Platform, the Account and the Services. ORMEX may not be held liable in the event that the User is unable to access the Site, Platform, Account or Services as a result of objecting to the use of these tracers or cookies.

ARTICLE 6. LOGIN TO THE ACCOUNT BY AN AUTHORISED USER

The User can connect to an Account via the "connection" link on the Web-Application.

To access them, Users must have an User profile attached to their Account, which they create when they first log in.

To this end, they enter their email address bearing the domain name of the Account holder in order to create their profile. However, they will only be able to access the Account if they have been authorised by the Account holder in accordance with the information communicated to ORMEX by the latter.

It is the Account holder's responsibility to provide ORMEX with a list of Users authorised to access their Account and to ensure that this list is kept

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up to date.

The Account holder is obliged to inform ORMEX of any change in the User's individual identification, the address of their domain name or the designation of their organisation, and to request any removal of access for an authorised User, in order to guarantee access to the Platform for its authorised Users or to remove access. The actions taken by the User profiles authorised to access his Account will be deemed to be decisions taken by the Account holder and will be enforceable against him.

It is specified that the GTCUS may provide for a limited number of User profiles to be able to access the Account.

The User's identifiers are therefore his email address attached to the Account and the password that he defines himself. They must enter these again each time they log on to the Platform.

Choice of password: in order to guarantee the security of the Account and the User profile, the User undertakes to choose a sufficiently strong password in accordance with the advice of the CNIL: <https://www.cnil.fr/fr/les-conseils-de-la-cnil-pour-un-bon-mot-de-passe>.)

The User and the Account holder may be held liable for any access to the Platform using these identifiers.

The User's login and password are personal to him/her and remain his/her sole responsibility. The User assumes custody of them and the risk of their loss, and must take all necessary precautions to ensure their confidentiality, security and correct use, in order to prevent them from being disclosed to unauthorised third parties. The User must therefore not give access to his/her User profile to third parties or any other unauthorised person.

The User must ensure, alongside the Account holder who is the guarantor, the security of the workstations and individual devices that enable him/her to access the Site and the Platform. The Account holder and the User must take all

measures to prevent a third party from accessing the Account or having access to the information enabling them to access it, even without their knowledge (in particular by locking access to the consultation devices, computer, smartphone, etc.). - using another strong password.

The User or Account holder undertakes to inform ORMEX without delay of any loss, theft or unauthorised use of the Platform or their login details so that ORMEX can take appropriate action without delay, in particular by suspending access to the Account.

In the event of an express request to this effect by the Account holder, ORMEX may block any unauthorised access to the Account as soon as possible after receipt of the request.

The Account holder and User agrees that all actions related to the Account are deemed to have been carried out by him/her in the absence of notification of loss, theft or unauthorised use of Identifiers or during the period prior to ORMEX blocking unauthorised access.

ORMEX cannot be held responsible for the potentially harmful consequences of access to the Account by an unauthorised third party, except in the event of fault on its part.

Lending, sharing, transferring or selling Identifiers is prohibited and will not be binding on ORMEX.

Use of the Site and Platform requires the availability of the hardware and software necessary to connect to an Internet network, as well as a recent version of existing online browsing software in order to access the Site and Platform. ORMEX makes no commitment as to the compatibility of the Site and Platform with any device, computer, smartphone, tablet or any other connection device.

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ARTICLE 7. USING THE SYSTEM AND THE PLATFORM

The User and/or Account holder is solely responsible for use of the Site and Platform. He undertakes to use the Site and/or Platform only in the conditions defined by these GTU, the PERSONAL DATA PROTECTION POLICY and the GTCUS, which are enforceable against the Account holder and the Users of this Account.

The User therefore undertakes to:

- ✓ not to misuse the content of the Site or Platform for personal or advertising purposes;
- ✓ not to use the Site and Platform for illicit or prohibited purposes, and/or contrary to applicable laws and regulations;
- ✓ not to access or attempt to access and/or remain fraudulently on the Site and/or Platform, understood as automated data processing systems. Any fraudulent access to or use of the Site or Platform is prohibited and punishable by law (Article L. 323-1 of the French Penal Code). The same applies to any interference with or alteration of the operation of the Site and Platform, or in the event of the introduction, deletion or modification of the data contained therein;
- ✓ not to undermine or attempt to undermine the proper operation of the Site and the Platform, in particular by introducing viruses;
- ✓ not to use the Site or Platform in a way that is misappropriate, unreasonable, excessive, malicious (including substantial extractions from the Site, the use of robots or the practice of text and data mining), or that affects its stability and security;
- ✓ not to collect and process personal data in breach of the regulations in

force, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR) and Law No. 78-17 of 6 January 1978 on information technology, files and freedoms. It is hereby specified that in the context of using the Platform, the Account holder may be required, in his capacity as data controller, to collect personal data in order to carry out a project, and that it is his responsibility when publishing information and documents on the Platform, whether they are intended to be disclosed to the public or not, not to disclose sensitive information or personal data which is not relevant to the content of the documents and information to be transmitted under the ORMEX STANDARD, and the use and publication of which has not been authorised by the person.

Any use outside the limits set out in these GTU, the PERSONAL DATA PROTECTION POLICY and the GTCUS is the responsibility of the User and the Account holder.

ARTICLE 8. INTELLECTUAL PROPERTY AND INDUSTRIAL

All elements of the Site and Platform - in particular, and without this list being exhaustive : the structure, tree structure, Services offered therein, content, information presented therein, texts, graphic chart, illustrations, photographs, images, graphics, sounds and videos, their layout, databases, software implemented therein as well as corporate names, trade names, brand names, domain names, trademarks, logos, as well as all derivative works

relating thereto and all knowledge or processes relating thereto, including the rights inherent in and relating to all applications and registrations relating to the Site and the Platform - is protected under intellectual and industrial property rights, including copyright and other rights relating to literary and artistic property. These elements and the associated rights are and remain at all times the exclusive property of ORMEX and/or are used by ORMEX with the authorisation of the person who holds the rights and in compliance with the rights of third parties.

The User acknowledges that the Site and the Platform contain original works that have taken considerable time, effort and expense to develop, and that they are likely to be protected by intellectual property law and are subject to French and international legislation in this area. The trademarks and logos reproduced on the Site and Platform are registered or unregistered trademarks belonging exclusively to ORMEX.

Nothing in the Site, the Platform or the provisions of these GTU may be considered as an invitation or an implicit authorisation, whether in the form of a licence or by any other means, to have any right whatsoever over the elements of the Site and the Platform.

Any use of all or part of these elements is prohibited and requires the prior written consent of ORMEX.

Certain content of the Platform offered for download may under no circumstances be used by the User for any purpose other than that for which it is intended and under the conditions specified in these GTU.

Users undertake to respect intellectual and industrial property rights relating to the Site and the Platform, and the elements making them up, and in particular not to:

- ✓ Reproduce, represent, modify, alter or redistribute any element contained in or relating to the Site or the Platform

without ORMEX's prior authorisation;

- ✓ Divert or make commercial use of the Site and/or Platform and/or Services by offering them to third parties, without first seeking ORMEX's express consent;
- ✓ Extracting, reusing, storing, reproducing, representing or preserving, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or a qualitatively or quantitatively substantial part of the Site or Platform, as well as repeatedly and systematically extracting or reusing qualitatively and quantitatively insubstantial parts when these operations manifestly exceed the conditions of normal use of the Site and Platform;
- ✓ Create a derivative work from all or part of the elements of the Site or Platform,
- ✓ And in general, not to infringe any intellectual or industrial property right, and not to exploit any element of the Site and Platform without ORMEX's prior written authorisation.

Unless otherwise stipulated herein, the User has the non-exclusive, non-transferable right, limited to his/her sole use in connection with the use of the Site, to display the content offered, and in connection with the use of the Platform and Services, to display, copy and download content associated with the downloadable documents offered by ORMEX, subject to:

- a) to retain all copyright and other intellectual property rights notices relating to such content and documents, and
- b) To use them solely for personal or internal, non-commercial purposes or in accordance with the use expected under the purpose of the Services, and

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- c) Not to modify them in any way, except in authorised fields.

The Site and Platform include restrictions on use and impose requirements on the User in order to access the functionalities of the Services offered.

Any breach of the provisions of this article may result in the immediate termination of the User's right to use the Site and/or the Platform, and the User may be held liable for infringement of intellectual property rights, copyright or any other right or claim where applicable.

ARTICLE 9. PROVISION OF CONTENT

As part of the Site and Platform, ORMEX provides information and documents. It is hereby specified that ORMEX does not grant any express or implicit guarantee with regard to news, information, content (in particular text, images, data, audio, audiovisual or multimedia content, etc.), databases, documentary holdings, sites, software solutions and/or search engines made available to the User by ORMEX (the "Information").

The User is solely responsible for the use and interpretation he makes of the Information, data and documents published by ORMEX, as well as for any action or advice he deduces or issues therefrom. It is specified that ORMEX is not intended to act as a substitute for the User in carrying out research and/or interpreting the questions or analysing the data obtained.

Apart from the User's responsibility to use the Information in accordance with the provisions of the GTU, the User is solely responsible for searching for, using and exploiting the Information.

ARTICLE 10. HYPERTEXT LINKS AND PARTNER SERVICES

The creation of hypertext links within the framework of a third-party site or application,

particularly a commercial one, referring to any of the pages or elements of the site or Platform may only be made with the prior written authorisation of ORMEX.

All third-party sites with a hypertext link to the site or the Platform are not under the control of ORMEX and ORMEX therefore disclaims all responsibility for access, content and operation of these sites, as well as any editorial responsibility.

In addition, the Site may provide Users with access, via hypertext links placed in the various sections, to services published and supplied by third parties, and may contain clickable advertising elements (banners, buttons, etc.) directing Users to third-party sites and services.

The third-party sites and the advertising elements and third-party services to which they provide access are offered independently by the advertisers or third-party publishers of these services, under their sole responsibility.

The presence of these links cannot and must not be interpreted as an express or implicit endorsement of these sites, their content or any products or services offered on them. It is the User's responsibility to refer to the general conditions of use of these sites for more details on the conditions applicable when consulting them.

ORMEX may not be held liable for the content of third-party sites accessible via links appearing on the Site or Platform, nor for all offers, information consulted or transactions carried out on such sites; the publishers of third-party sites are the only parties involved in a contractual relationship with the User.

ARTICLE 11. MAINTENANCE AND AVAILABILITY

ORMEX uses its best efforts to maintain a reasonable level of operation and availability of the Site and Platform. The availability and proper

functioning of the Site and Platform on a continuous and permanent basis (in a complete or accurate manner, or free from anomalies, viruses, bugs or technical errors) cannot be guaranteed.

In addition, ORMEX reserves the right at any time and without notice to suspend access to the Site and Platform, or to limit use thereof, in particular to carry out maintenance operations or updates or modifications. ORMEX shall not be liable to Users and Account Holders for any damage and/or loss resulting for Users or Account Holders from a total or partial interruption of access to the Site and/or Platform.

ARTICLE 12. AMENDMENTS AND CHANGES TO THE GTU

These GTU are subject to change, and ORMEX reserves the right to modify them at any time. The GTU in force are those accessible on the Site and Platform in the section visible at the bottom of the page of the Site and Platform under the heading "General Terms and Conditions of Use". Each time a User connects to the Site and Platform, the visitor is required to read any changes to these GTU.

ORMEX will inform Users with access to an Account as soon as possible of any changes to the GTU by inviting them, via a message on the Site, to consult the updated GTU and to accept them. Acceptance of changes to these GTU is required to access the Account.

ARTICLE 13. RESPONSIBILITY

Each User and Account holder is solely liable for any direct or indirect damage arising from: use of the Site, the Platform and the Services, any breach of these GTU, as well as any wrongful activity initiated from the Site, the Platform and/or the Account, or as a result of any negligence.

As a result, each User indemnifies ORMEX, alongside the Account holder, against any legal or administrative action, claim, demand or opposition from any public authority, or from any natural or legal person claiming an infringement of legal and/or regulatory provisions, a prejudice, an infringement, a right and/or a violation of such a right directly or indirectly caused by the User's activity via the Site and Platform (including when using the Account), as well as for any unauthorised use of the Site or Platform.

In any event, without prejudice to ORMEX's other rights and actions, ORMEX reserves the right to deactivate any Account and/or User profile or any other type of access to the Site or Platform, if ORMEX becomes aware of any misuse or abuse of the Site or Platform, including but not limited to:

- ✓ Intrusion or attempted intrusion into ORMEX's systems, or misappropriation of its resources,
- ✓ Actions causing a disproportionate load on the Site, the platform or their infrastructures, or interrupting, suspending, slowing down or preventing access thereto,
- ✓ Breaches of security and authentication measures,
- ✓ If there are objective and concrete reasons to believe that any of the content of the User and/or Account holder violates these GTU, the rights of third parties (in particular intellectual property rights), any law or regulation (in particular the rights of individuals with regard to their personal data), or causes harm to others.
- ✓ And, in general, any action prejudicial to the rights and interests of ORMEX or Users.

ORMEX cannot be held liable in this respect.

Limitations and exclusions of liability

ORMEX may not be held liable for non-performance of its obligations under these GTU if such non-performance is due to force majeure as defined in Article 1218 of the French Civil Code.

It is specified that ORMEX is only bound by obligations of means under the terms of these GTU, and ORMEX's liability to Users and/or the Account holder is limited solely to damage that is caused directly by a breach for which ORMEX can be shown to be solely responsible. ORMEX may not be held liable for any indirect or unforeseeable damage that may result from its breaches, such as any moral or commercial prejudice, loss of profits, turnover, orders, revenue, customers, loss of data and any action brought against the User and/or Account holder by a third party and the consequences thereof.

In all cases where ORMEX's liability is established, to the fullest extent permitted by law, regardless of the nature, basis and terms of the action brought against ORMEX (including in the event of action by a third party or an authority), it is expressly understood that (except in the event of gross negligence or fraud, proof of which is duly provided by the User or Account holder) ORMEX's liability under the GTU may never exceed the sum of EUR 10,000.

By express agreement, the User and ORMEX agree that this article shall survive termination or cancellation of all or part of these GTU and, where applicable, of the Contract, for whatever reason.

The data and information collected by ORMEX when these GTU are concluded (in particular when the User profile is created, GTU are accepted, or access to the User Account is activated), as well as connection data, browsing data, download data and, more generally, data relating to the use of the Site and the Platform, are kept by ORMEX as evidence.

ORMEX archives this data on a reliable and durable medium.

In this respect, the User is informed that ORMEX may collect the IP addresses and connection data of computer equipment accessing the Site and Platform, in particular for the purposes of access control, compliance with ORMEX's rights and proof of performance and/or any breach of these GTU, the Contract and/or ORMEX's rights. Such data and information shall be deemed authentic between the User and ORMEX until proven otherwise.

ARTICLE 14. TERMINATION AND SUSPENSION

Termination or cancellation for any reason whatsoever of the Agreement (including for breach) between ORMEX and the Account holder automatically results in closure of the Account, suspension of access to authorised Users and deletion of their profiles, unless ORMEX expressly agrees otherwise. It is then the responsibility of the Account holder to inform the User of this termination, for which ORMEX cannot be held responsible.

The Account holder's rejection of a new version of the GTU under the conditions set out in ARTICLE 12 "Modification and evolution of the GTU" automatically results in the termination of the Agreement between the Account holder and ORMEX, and makes it impossible for authorised Users to access the Account.

A User's rejection of a new version of the Terms and Conditions of Use under the conditions set out in ARTICLE 12 "Modifications and changes to the Terms and Conditions of Use" will automatically result in the User's access to this Account being terminated.

In addition, ORMEX may automatically terminate the Agreement and prohibit User access, without prior judicial decision and without compensation, in the event of a serious breach by the User and/or Account holder of the provisions of these GTU. The following are considered to be serious breaches: poor performance or non-compliance by the User

and/or Account holder with the obligations specified in ARTICLE 3 (REGISTER - CREATE AN ACCOUNT), ARTICLE 4 (PERSONAL DATA), ARTICLE 6 (LOGIN TO THE ACCOUNT BY AN AUTHORISED USER), ARTICLE 7 (using THE SYSTEM and the platform), ARTICLE 8 (INTELLECTUAL PROPERTY), ARTICLE 9 (PROVISION OF CONTENT), if this breach is not fully remedied by the User and/or the Account holder within fifteen (15) days of the sending of a registered letter with acknowledgement of receipt.

It is expressly agreed by the User and the Account holder to exclude the application of article 1226 of the French Civil Code and to retain as the only possibility of resolution or termination for non-performance of its obligations by one of the parties the implementation of the resolutive clause in this article.

In the event of a serious breach, the Account will automatically be closed, access to authorised Users suspended and their profiles deleted, unless ORMEX expressly agrees otherwise.

It is hereby stipulated that the stipulations of these GTU governing the use of the Site and Platform prior to the effective date of the closure of the Account and/or the deletion of the User Profiles are maintained and remain enforceable against the Users and the Account holder.

ARTICLE 15. MISCELLANEOUS PROVISIONS

If any provision of the GTU is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be deemed to be

unenforceable and all other provisions of these GTU shall remain in full force and effect unless its unenforceability materially affects the balance of these GTU. ORMEX will replace the provision declared null or inapplicable with a valid and enforceable provision having as far as possible the same effect as the provision declared null or inapplicable should have had.

ORMEX's failure to avail itself of the benefit of a right or of a breach or default by a User or Account holder of any of its obligations under these GTU shall not be construed for the future as a waiver by ORMEX of the obligation in question.

The headings of the articles inserted in the GTU are for reference purposes only and do not affect the interpretation of the GTU.

ARTICLE 16. APPLICABLE LAW AND JURISDICTION

Unless otherwise stipulated, these GTU are governed and interpreted in accordance with French law.

In all cases, ORMEX, the User and any Account holder undertake to use their best efforts to settle amicably any dispute that may arise in connection with the implementation of these GTU.

In the absence of an amicable settlement, any dispute arising out of or in connection with these GTU shall be submitted to the exclusive jurisdiction of the Paris Courts.

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HISTORY DOCUMENTARY

Please consult this table to ensure that you are using the latest version of this document. The document, as updated below, is current at the date of issue.

Reference document		ORM/ORP/GTU_APP_EN	
Reference/Version	Date	Updates	Status
ORM/ORP/GTU_APP_EN v1.0	2023_06_27	Final version	Edited