

TERMS AND CONDITIONS FOR OFFSETTING EMISSIONS THROUGH CLIMATECARE



I. BACKGROUND TO THIS AGREEMENT

- 1.1. ClimateCare funds projects with the specific aim of making reductions in CO₂ and other greenhouse gas concentrations in order to reduce climate change. Your receipt of the online calculator purchase constitutes your agreement to the terms and conditions shown below, which may be subject to change from time to time.
- 1.2. You (the Purchaser) wish to offset greenhouse gas emissions. By purchasing emissions reductions through the online calculator, you are entering into an agreement with ClimateCare to provide services to offset the emissions using the information you have provided.

2. PAYMENT TERMS OF THE AGREEMENT

- 2.1. You understand that by entering into this agreement, you are delivering a purchase order to ClimateCare. All amounts payable under the terms of this agreement are exclusive of UK VAT.
- 2.2. Upon receipt of full payment, ClimateCare undertakes to offset the amount of CO₂ emissions specified in the online purchase receipt and subject to this agreement. This offset will be accomplished by ClimateCare financing CO₂ offset projects and then retiring carbon emission reduction credits (VERs) generated by those projects into the appropriate public registry.
- 2.3. You acknowledge and agree that ClimateCare has no obligation to allocate any VERs to You until it has received full payment.
- 2.4. The Parties agree and acknowledge that the VERs to be allocated in respect of the GHG Emissions to be offset shall be allocated from the ClimateCare Mixed Portfolio of projects. Details of the current ClimateCare Mixed Portfolio are available online and can be viewed via <https://climatecare.org/our-climatecare-project-portfolio/>. The projects within this Portfolio are updated from time to time.
- 2.5. ClimateCare shall use all reasonable efforts to register the projects falling within the relevant Project Portfolio, on a registry approved by the applicable Standard, as soon as reasonably practicable.
- 2.6. Subject always to Clause 3.4, promptly following the issuance of the relevant VERs into the relevant registry, ClimateCare shall permanently retire or cancel any VERs (as the case may be) which have been allocated to You in accordance with this Agreement. Upon payment, ClimateCare shall provide a certificate to You which guarantees such permanent retirement or cancellation (as the case may be).
- 2.7. In the event that a relevant project (i) fails to be registered on an eligible registry in accordance with the applicable Standard or (ii) in ClimateCare's sole discretion, is reasonably unlikely to deliver to ClimateCare a sufficient number of VERs to satisfy an allocation to the Client pursuant to this Agreement (in each case a "Shortfall Quantity") ClimateCare reserves the right to satisfy its obligations in respect of the Shortfall Quantity by retiring or cancelling (as the case may be) a volume of reasonably comparable VERs equal to the Shortfall Quantity from similar project(s) of a comparable quality and Standard.
- 2.8. Following receipt of payment You will receive a non-transferable certificate, sent by email, to demonstrate that the emissions will be offset. The certificate does not evince carbon neutrality or anything other than that retirement of the specified number of carbon emission reduction credits (VERs) will be conducted on Your behalf. You will not receive title to the carbon emission reduction credits achieved by any of ClimateCare's emission reduction projects.
- 2.9. ClimateCare undertakes not to offset a given carbon emissions reduction credit for more than one party or to sell a carbon emission reduction credit to more than one party.

3. YOUR PRIVACY

- 3.1. ClimateCare may also be referred to in this statement as "we" or "us". Any personal data ClimateCare collects from you may be processed for purposes including:
 - 3.1.1. Providing services to offset greenhouse gas emissions (the Services), administering business relationships and related services.
 - 3.1.2. Compliance with any requirement of law, regulation, associations, voluntary codes we decide to adopt, or good practice, anywhere in the world.
 - 3.1.3. Confirming and verifying an individual's identity (this may involve the use of a credit reference agency or other third parties acting as our agents) and to conduct due diligence. We may also screen against publicly available government and/or law enforcement agency sanctions lists.
 - 3.1.4. The detection, investigation and prevention of fraud and other crimes or malpractice.
 - 3.1.5. For the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights.
- 3.2. The personal data may be disclosed:
 - 3.2.1. To any partner organisation, any organisation in our group of companies, their agents, auditors, service providers, regulators, governmental or law enforcement agencies or any person we reasonably think necessary for the processing purposes outlined above.
 - 3.2.2. To actual or potential purchasers of parts of our business, and their respective advisers and insurers, and in relation to the transfer of our contractual rights and/or obligations.
 - 3.2.3. If we or any person to whom we disclose personal data otherwise have a right or duty to disclose the personal data, or are allowed or compelled by law to do so. For example, financial institutions and payments and messaging service providers may from time to time be required, under subpoena or otherwise, to provide certain transaction information to authorities or other official bodies, whether located in the European Union or overseas, to assist in the prevention of terrorism, money laundering and other crimes.
 - 3.2.4. ClimateCare operates globally and therefore personal data may be processed and disclosed as described above in any country in which we conduct business or have a service provider. This may include some countries that do not provide statutory protection for Personal Data.
- 3.3. Individuals about whom we process personal data may request a copy of the personal data held in relation to them by us. We may, where allowed by law, charge a fee for this. If any personal data is found to be wrong, the individual concerned has the right to ask us to amend, update or delete it, as appropriate. In some circumstances individuals also have a right to object to the processing of their personal data.
- 3.4. This privacy statement may change from time to time and should be reviewed periodically.

4. LIMITATION OF LIABILITY

- 4.1. You acknowledge and agree that ClimateCare makes no representation or warranty as to accuracy or validity and accepts no liability in respect of any:
 - 4.1.1. Data, figures or amounts communicated to it or calculated as, or representing, GHG emissions data or similar;
 - 4.1.2. Statement by You or any third party, including any Affiliate or Customer, that the Services provided under this Agreement represent the actual measured "carbon footprint" or provide "carbon neutral" or "climate neutral" status or other similar concept to You, Your Affiliates, or any of Your Customers.

- 4.2. Neither You nor ClimateCare shall be liable for any consequential, indirect or special loss arising out of any breach of this Agreement;
- 4.3. The aggregate liability of each Party under or in connection with this Agreement is limited to the aggregate value of the payments made by You under this Agreement up to and including the date of claim.

5. GOVERNING LAW

- 5.1. These terms and conditions shall be governed by and construed in accordance with English law.
- 5.2. No delay by ClimateCare in enforcing any of the terms or conditions of this Agreement will affect or restrict ClimateCare's rights or powers arising under this Agreement.

THANK YOU

For further information please contact:

E: business@climatecare.org

T: +44 (0) 1865 591000

W: climatecare.org

ClimateCare

112 Magdalen Road

Oxford, OX4 1RQ

WE TURN CLIMATE RESPONSIBILITIES INTO POSITIVE OUTCOMES

