

Carbon Credit Services Terms & Conditions

Last Updated: August 2026

By checking the agreement box, enrolling, or connecting your charging station to The Chargy Network Inc. ("Company," "we," "us," or "our"), you ("Client," "Participant," or "you") agree to be bound by these Terms & Conditions ("Terms"). Please read them carefully.

1. Eligibility & Network Participation

1.1 Eligibility: You represent and warrant that you are a legal resident of Canada, have reached the age of majority in your province or territory of residence, and are the owner or authorized operator of an eligible electric vehicle charging station ("Charging Station") installed at a single-family residential property in Canada.

1.2 Technical Requirements: Your Charging Station must support Open Charge Point Protocol (OCPP) version 1.6 or newer, or another compatible software integration protocol explicitly approved by Company.

1.3 Connectivity: You agree to connect your Charging Station to Company's network software ("Network"). Company provides access to the Network software at no charge. You are solely responsible for maintaining an active internet connection at your own expense to ensure continuous data transmission.

1.4 Exclusions: Charging stations used for fleet, commercial, workplace, multi-tenant residential, or shared-use purposes are strictly ineligible unless approved in writing by Company.

2. Compensation & Payments

2.1 Monthly Rate: Company shall pay you \$0.10 CAD per kWh ("Compensation") for each full calendar month your Charging Station remains connected to the Network, provided that the Charging Station records a minimum monthly energy usage of 100 kWh or greater, as verified by the Network software. The per-kWh rate is subject to change at any time based on Company's projected revenue from the sale of carbon credits; any rate change will be communicated to you in advance and will apply to the billing period following notice.

2.2 Payout Schedule: Earnings are calculated monthly and disbursed in Canadian Dollars (CAD) via electronic funds transfer (EFT) or Interac e-Transfer to the account details provided in your webform account settings within 30 days following the end of each calendar month.

2.3 Minimum Thresholds: No Compensation is earned for any month in which total energy usage is below 100 kWh.

2.4 Referrals: If you participate in any Company referral program, referral bonuses will be calculated and paid quarterly in accordance with Company's active referral rules.

3. Exclusivity & Carbon Credit Rights

3.1 Exclusive Rights: By enrolling in the Network, you grant Company the exclusive right to claim, register, aggregate, and monetize all carbon credits, environmental attributes, and offsets generated by your Charging Station under Canada's Clean Fuel Regulations (CFR) or any successor federal, provincial, or international frameworks.

3.2 Non-Duplication: You warrant that you do not have an existing agreement with any other carbon credit service provider, aggregator, or manufacturer platform (including proprietary back-end systems such as Wallbox, Autel, or similar). You agree not to allow any third party to claim carbon credits for your Charging Station while enrolled in the Network.

3.3 Fraud & Repayment: If Company is unable to generate or monetize carbon credits due to false, misleading, or duplicate claims resulting from your actions or omissions, Company reserves the right to demand repayment of all Compensation paid to you within the preceding 24 months, payable within 30 days of written notice.

4. Verification & Audit Rights

4.1 Site Inspection: You agree to permit Company or a designated third-party verification body to inspect your Charging Station upon reasonable advance notice to verify operational status, location, and telemetry accuracy.

4.2 Failure to Permit Inspection: Unreasonable refusal or failure to allow inspection may result in immediate account termination, forfeiture of pending Compensation, and clawback of previously paid Compensation.

5. Data Ownership & Privacy

5.1 Data Ownership: Company is the sole owner of all telemetry and charging data collected through the Network software.

5.2 Consent to Collect & Share: By enrolling, you consent to Company collecting, processing, and analyzing charging data (e.g., kWh delivered, timestamps, diagnostic metrics). Company will not sell your personal data or share it with third parties, except as required for regulatory compliance, audit verification, or carbon credit certification under the CFR.

6. Government Dependency & Regulatory Changes

6.1 Regulatory Dependence: Program participation and Compensation are contingent upon the continued operation of Canada's Clean Fuel Regulations (CFR) or successor frameworks.

6.2 Regulatory Adjustments: If regulatory changes render your Charging Station ineligible or alter carbon market conditions, Company reserves the right to modify

Compensation rates, adjust eligibility rules, or unenroll your Charging Station upon 30 days' notice without further liability.

7. Hardware, Software & Disclaimers

7.1 Hardware & Safety: Company is not responsible for the installation, maintenance, electrical safety, or physical operation of your Charging Station. You are solely responsible for ensuring your hardware complies with local electrical codes and operating standards.

7.2 Software "As-Is": The Network software and application services are provided on an **"AS IS"** and **"AS AVAILABLE"** basis without warranties of any kind. Company does not guarantee continuous uptime, error-free operation, or compatibility with all charger hardware.

8. Limitation of Liability

8.1 Consequential Damages: To the maximum extent permitted by applicable law, Company shall not be liable for any indirect, incidental, special, or consequential damages arising from your participation in the Network.

8.2 Liability Cap: Company's total aggregate liability arising out of or related to these Terms shall not exceed the total Compensation paid to you in the 12 months preceding the claim, or \$100 CAD, whichever is greater.

9. Termination & Program Modification

9.1 Voluntary Unenrollment: Either party may terminate participation at any time with 30 days' written notice (including notice via email or account settings).

9.2 Payout Upon Termination: Upon valid termination, Company will disburse any earned but unpaid Compensation for full calendar months completed prior to the termination date, provided you are not in material breach of these Terms.

9.3 Terms Updates: Company reserves the right to update these Terms at any time. Material updates will be communicated via email or notification on the Network platform. Continued participation after notification constitutes acceptance of updated Terms.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law principles.