

Aclymate Terms & Conditions of Use

Version 2.0 – Effective April 1, 2026

1. Acceptance of Terms

Aclymate, Inc. (“Company,” “**us**,” or “**we**”) operates the Aclymate.com website (the “**Site**”) and provides a suite of climate-focused products and services, including but not limited to carbon footprint analysis, carbon credit purchasing, and our **Turn Key** service—a climate bookkeeping solution for emissions tracking and offsetting (collectively, the “**Offerings**”). These Terms & Conditions of Use (“**Terms**”) govern your access and use of the Site and Offerings.

By accessing or using the Site or any Offerings, you agree to be bound by these Terms, as well as any additional agreements between you and the Company. If you are party to a Master Services Agreement, these Terms form part of that Agreement. To the extent of any conflict between that Agreement and these Terms, the Agreement will prevail. We reserve the right to modify these Terms at any time without prior notice. Your continued use of the Site or Offerings constitutes your acceptance of any changes.

"Affiliates" includes our subsidiaries, service providers, licensors, partners, and others involved in creating or delivering the Site or Offerings.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE OR OFFERINGS. YOUR USE OF THE SITE AND SERVICES INDICATES YOUR ACCEPTANCE OF THESE TERMS.

2. Offerings

Scope of Services

The Company provides several climate-focused Offerings, including:

- Automated analysis of business financial and operational data to calculate your carbon footprint.
- The ability to purchase verified carbon credits to offset emissions.
- Access to personalized emissions reports and tracking tools.
- **Turn Key Service:** A climate bookkeeping solution that functions similarly to a financial bookkeeper—managing routine emissions tracking, data entry, credit procurement, and reporting to support ongoing climate compliance and communication needs.

No Guarantees

While we aim to deliver high-quality Offerings, we cannot guarantee specific results, outcomes, or improvements based on the use of the Site or our services.

Service Interruptions

Temporary interruptions may occur due to technical issues beyond our control. Services are provided “AS IS,” without warranties as to uptime, delivery timing, or preservation of user settings or content.

3. Payment

Fees and Billing

You agree to pay all fees for Offerings selected through the Site, including subscriptions, transactions for carbon credits, and charges related to the **Turn Key** climate bookkeeping service as outlined in your applicable service agreement or invoice.

Payment processing is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. You agree to abide by the relevant terms of our agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data

privacy, and permitted and prohibited uses. Payment is handled directly between you and Stripe and we do not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to us is a record of the transaction including invoice information and the amount of the transaction.

Overdue Amounts

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance of Offerings or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

4. Third Party Websites

Third-Party Sites and Information

This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality, or otherwise, of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or

association with the Site or party by us, or any warranty of any kind, either express or implied.

5. Company Intellectual

Content

For the purposes of these Terms, “content” refers to any information, communications, software, published works, reports, dashboards, graphics, logos, designs, or other materials made available through the Site or Offerings, and owned by the Company or its Affiliates.

Ownership of Content

By accepting these Terms, you acknowledge that all content made available to you through this Site or the Offerings is protected by U.S. and international intellectual property laws and is the exclusive property of Aclymate, Inc. or its Affiliates.

The following are registered trademarks, trademarks, or service marks of Aclymate, Inc. or its Affiliates: **Aclymate, Fix Your Footprint, Climate Leader, and Net Zero for All.** All custom graphics, icons, and interface elements are trademarks or service marks of Aclymate. Nothing in these Terms grants you the right to use any Company or Affiliate trademarks, logos, or names without prior written permission.

Permitted Use of Content

You are granted a limited, non-exclusive, non-transferable license to access and use the Offerings solely for your internal business purposes. You may **download, store, and share reports generated by the Site or our services**, including those from the **Turn Key climate bookkeeping service**, as long as such use is in accordance with your subscription or service agreement and is not redistributed or sold to third parties.

Except for those generated reports and permitted downloads, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute other Site content in any form or by any means without prior written authorization from us. Any unauthorized use of Site content or Offerings constitutes a violation of our intellectual property rights and may result in legal action, including civil or criminal penalties.

No Warranty for Third-Party Infringement

Neither Aclymate nor its Affiliates represent or warrant that your use of materials accessed through this Site will not infringe upon the rights of third parties.

6. Confidential Information

As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

7. Email Services & Data Stored on Our Servers

Spam Prevention

We use automated tools or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of malicious or harmful content. However, such tools or techniques are not perfect, and we therefore are not responsible in cases where legitimate communications are accidentally blocked, or unsolicited communications get through to your Company supplied email account.

Storage Provided by Us

While If you opt to store personal data of any kind on our servers, you understand and agree to abide by our general practices and limits concerning use of the Offerings available on our Site, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted, and the maximum

number of times you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee (if applicable), that remain inactive for longer than 6 months (180 days) days, or in cases where you have violated one or more terms of this Agreement.

8. Disclaimer

ALL CONTENT AND OFFERINGS INCLUDING THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT, SITE OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or Offerings provided by any third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are agreed to solely between the seller of such merchandise and you.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

9. Limitation of Liability & Indemnification

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Offerings purchased on the Site during the twelve (12) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense,

to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. Termination of Use

Grounds for Termination

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

No Right to Offerings Upon Termination

Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

11. Miscellaneous Provisions; International

Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other

locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

Governing Law

This Site (excluding any Third Party websites) is controlled by us from our offices in Denver, Colorado, and the statutes and laws of the state of Colorado shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state courts located in Denver, Colorado or the U.S. District Court for Denver, Colorado with respect to such matters controlled by that court.

Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at **support@aclymate.com** if by email, or to our address at **Aclymate, Inc. 1888 Sherman Street, Suite 220, Denver, CO 80203** if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email. Aclymate Terms of Use v. 2.0 (July 8th, 2024)

No Resale Right

You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you under Section 5 of these Terms.

Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, epidemic, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Savings Clause

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement

These terms and conditions constitute the entire agreement and

understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

[END OF Aclymate Terms & Conditions of Use]