

1 Introduction

1.1 Scope

These are the Terms and Conditions (**Terms**) governing the use of the CarbonTrail website accessible at <https://carbontrail.co> (**Website**) and the service provided through the Website (**Service**). These Terms set out the rights and obligations of all users regarding the use of the Website and Service and set out the agreement between You and Us.

1.2 Acceptance

- (a) Your access to and use of the Service and Website is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service and Website.
- (b) By accessing or using the Service and/or Website You agree to be bound by these Terms. If You disagree with any part of these Terms, then You may not access the Service or Website.

2 Definitions and Interpretation

2.1 Definitions

For the purposes of these Terms, as the context permits, the following terms have the following meanings:

“Account” means a unique account created for You to access the Service or parts of the Service.

“Accounting Tool” means a third-party piece of software used to manage and maintain the finances of an organisation.

“Data” means any data inputted into the Service by or on behalf of a user of the Service, including data sourced through an Accounting Tool or uploaded by the user, including the following information about the user and any of its Related Entities:

- (a) organisation name, line of business, and addresses;

- (b) employee and personnel information;
- (c) existing offset information;
- (d) Transactional Data; and
- (e) data from accounting providers and other external entities (including auditors) relating to Transactional Data.

“External Invited User” means Invited Users that are not Your personnel or personnel of Your Related Entities, e.g. a Sponsor, an accountant, auditor or investor.

“Feedback” means feedback, innovations, or suggestions sent by You regarding the attributes, performance or features of the Service or Website.

“Fees” means the fees (plus GST) payable for Your use of the Service (and for any products that may be available through the Service, such as a certification), either as agreed between You (or a Sponsor) and Us in writing, or otherwise as set out on the Website, and as updated from time to time by Us.

“GST” means goods and services tax under the Goods and Services Tax Act 1985.

“Internal Invited User” means Invited Users that are Your personnel or personnel of Your Related Entities.

“Invited User” means a person who been invited by You to use the Service and/or authorised to access Your Data in accordance with clause 3.6(a).

“Premium Subscription” means a premium subscription to the Service as described on the Website at [insert].

“Privacy Policy” means Our privacy policy accessible on the Website.

“Related Entity” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.

“Shared Third Party Data” means any Data:

- (a) that is inputted into the Service by a third party or on behalf of a third party, including Data sourced through the third party’s Accounting Tool or uploaded by the third party; and

(b) that the third party authorises You to access via the Service.

“Sponsor” means any third party entity that has sponsored (or agreed to sponsor) Your use of a Standard Subscription.

“Standard Subscription” means a standard subscription to the Service as described on the Website at [insert].

“Subscription Term” has the meaning defined in clause 6.

“Third-Party Service” means any service provided by a third-party (including Your Accounting Tool) that may integrate or interoperate with the Service, including by providing credentials used to create an Account.

“Transactional Data” means financial data that is imported from an Accounting Tool or accounting records.

“You” means the individual accessing or using the Service or Website, or the person on behalf of which such individual is accessing or using the Service or Website.

“Your Data” means any Data inputted into the Service by You or on Your behalf, including Data sourced through Your Accounting Tool or uploaded by You.

“We”, “Us” or “Our” means CarbonTrail Limited, a duly incorporated company registered in New Zealand.

2.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) the headings are for convenience only and have no legal effect;
- (b) the singular includes the plural and vice versa;
- (c) “including” and similar words do not imply any limit;
- (d) person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
- (e) a reference to personnel includes officers, employees, contractors and agents, but a reference to Your personnel does not include Us and
- (f) monetary references refer to New Zealand dollars.

3 User Accounts

3.1 Eligibility

To be eligible to use the Service You must be eighteen (18) years of age or older and have the capacity to form legally binding contracts under New Zealand law. If You are not eighteen (18) years of age or older, or do not have capacity to contract, please do not register to use the Service.

3.2 Process for registration

To request registration to use the Service, You must accept these Terms and provide Us with all user account details and other information requested by Us (either directly, or through a Third Party Service), which may include Your name, email address, physical address, and phone number. If any Account information is inaccurate or out-of-date, please let Us know immediately.

3.3 Privacy Policy

- (a) To register and maintain an Account, You will need to provide personal information to Us.
- (b) Our Privacy Policy, as updated from time to time, applies to Our collection, storage, use, and disclosure of personal information. Please read Our Privacy Policy carefully before registering for or using the Service.
- (c) Where You provide personal information about any individual, You are responsible for ensuring that You have all necessary authorisations to provide that personal information to Us for the purposes set out in Our Privacy Policy.

3.4 Warranties

By registering to use, or using the Service, You represent and warrant that:

- (a) You have the right, authority and capacity to enter into these Terms and You commit to abide by all of the Terms;
- (b) You have provided accurate and current personal information and other user account details when registering with Us; and
- (c) You have the authority to act on behalf of any person for whom You are using the Service. If You use the Service on behalf of any entity or

person, You are deemed to have agreed to these Terms on behalf of that entity or person.

3.5 Security

- (a) You are responsible for keeping Your Account details, including Your password and access credentials, secret and secure so that no other person may gain access to Your Account. This applies whether Your password is held directly with the Service or provided through a Third-Party Service.
- (b) You must immediately notify Us if You become aware of any use of Your Account details by another person or any breach of security, by sending an email to hello@carbontrail.co.

3.6 Invited Users

- (a) You may invite or authorise any person to be an Invited User by:
 - (i) creating user accounts for those Invited Users with separate login details; or
 - (ii) otherwise authorising that person to access Your Data through functionality available through the Website and/or Service.
- (b) You must procure each Internal Invited User's compliance with these Terms and any other reasonable condition notified by Us to You.
- (c) Each External Invited User's access to the Service is subject to the External Invited User accepting and complying with these Terms.
- (d) You are responsible for any Invited User accounts You create and any authorisations you grant to Invited Users, and must delete the Invited User's account or revoke the Invited User's authorisation if You no longer wish the Invited User to have access (e.g., where an Internal Invited User no longer works for You or Your relationship with an External Invited User ends).
- (e) If You have been authorised to access Shared Third Party Data as an External Invited User to the relevant organisation, You acknowledge that that organisation may revoke Your access at any time.

4 Use of Your Data and Data Protection

4.1 Acknowledgements

Transparency is one of Our core values at CarbonTrail. This value applies to Our use of Your Data, so the following acknowledgements are important for You to understand as the basis on which You provide Your Data:

- (a) We acknowledge that Your Data processed by the Service includes Your Transactional Data. This Data may include information that may be sensitive and We respect that.
- (b) You acknowledge that the Service uses machine learning and other technology that improves and enhances the Service on an automated basis, including to improve the accuracy and efficiency of the Service. This includes:
 - (i) processing, storing, and using, both Your Data and other users' Data to explore and identify patterns; and
 - (ii) using Your Data and other users' Data to support development of improved or additional features within the Service.
- (c) You acknowledge and agree that We may authorise Our personnel to access and use Your Data for the purposes contemplated in these Terms.
- (d) You acknowledge that the Service uses [AWS Bedrock](#), a commercial natural language processing and artificial intelligence service provided by Amazon Web Services (**AWS**). AWS provides AWS Bedrock to us on the terms set out at aws.amazon.com/service-terms.
- (e) You acknowledge and agree that AWS may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of AWS's terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, you agree and instruct that AWS may report the incident to the National Center for Missing and Exploited Children or other authority. See [here](#) for more details about abuse detection on AWS Bedrock and related information sharing with third parties by AWS.

4.2 Consents

You grant Us, and must arrange, all necessary consents and approvals for:

- (a) Us and our personnel to access and use Your Data for the purposes contemplated in these Terms; and
- (b) OpenAI to access and use Your Data as described in clause 4.1(d).

4.3 Protection of Your Data

We will:

- (a) implement and maintain information security procedures that comply with good industry practice, to protect Your Data in Our possession or control, including through appropriate choice of third-party outsourced service providers who host Your Data; and
- (b) take reasonably practicable steps to ensure that all technology used in the delivery of the Service accords with good industry practice in relation to the encryption systems, anti-virus, patches, updates, and upgrades for security purposes.

5 Your Responsibilities

5.1 Use of Service and Shared Third Party Data

You:

- (a) must follow Our reasonable directions about the use of the Service;
- (b) must only use the Service and Shared Third Party Data for lawful purposes and in accordance with these Terms. Where separate terms apply to any certification, You must comply with those terms, including by not making any carbon-related representations or claims that do not comply with the certification terms;
- (c) are responsible for the use of the Service and Shared Third Party Data by Internal Invited Users and anyone who accesses or uses the Services or and Shared Third Party Data using Your or Your Internal Invited Users' login details;
- (d) must not commercially exploit the Service or Shared Third Party Data or make available the Service or Shared Third Party Data to any third

party. For clarity, where You are a service provider to an organisation that has authorised you to access their Data for the purposes of You providing services to that organisation, this clause does not prohibit you using the relevant Shared Third Party Data for those purposes;

- (e) must not attempt to undermine the security or integrity of any of Our systems;
- (f) must not use, or misuse, the Service in any way which may impair the ability of any other user to use the Service;
- (g) except where expressly authorised by Us, must not use any automated means to extract data (including Your Data and Shared Third Party Data) from the Service. For example, where We provide a public API with a separate terms applying to its use, You may extract or publish data using that authorised means;
- (h) must not attempt to view, access or copy any material or data other than that to which You are authorised to access; and
- (i) must not use the Service or Shared Third Party Data in a manner, nor transmit, input or store any Data, that breaches any third party right (including intellectual property rights and privacy rights) or is objectionable, incorrect or misleading.

5.2 Data Backups

You:

- (a) are responsible for making periodic back-ups of Your Data, and any Shared Third Party Data that you wish to have ongoing access to, to mitigate any risk of You suffering loss or damage in connection with any loss of, or corruption to, that Data;
- (b) agree to maintain a complete and accurate copy of Your Data in a location independent of the Service; and
- (c) acknowledge that although We perform regular backups of Data, We do not guarantee there will be no loss of, or corruption to, Data. As such, We have no liability for any loss of, or corruption to, Data.

6 Subscriptions and Payment

6.1 Subscriptions

- (a) Use of the Service is provided on a subscription basis, with each subscription having a term length as selected by You when subscribing to the Service via the Website or otherwise agreed in writing between Us and You ("**Subscription Term**").
- (b) When a Subscription Term expires, then unless We have agreed with You in writing a new subscription term, the Subscription Term automatically extends for another Subscription Term of the same length as the original Subscription Term on Our then-current Fees for the Service, until You terminate Your Account in accordance with these Terms or We give written notice that Your subscription will cease at the end of the then-current Subscription Term.

6.2 Fees

Except where you are using a Sponsored Subscription, You agree pay to Us the Fees and all other amounts, plus GST, either through the Service, through a Third-Party Service, through a payment processor, or upon invoice by Us by the specified due date. Fees must be paid in full without set-off or deduction. Fees paid are non-refundable, except where We (at Our sole discretion) agree to provide a pro-rata refund where a Subscription Term terminates partway through.

6.3 Sponsor

If a Sponsor ceases to pay for You to use a Sponsored Subscription, Your right to access and use the Service will be paused and You may elect to have the Fees charged directly to You. If You do not make arrangements to have the Fees charged directly to You within 30 days of the Sponsor ceasing to pay for You to use the Sponsored Subscription, We may terminate Your account and Your right to access and use the Service.

6.4 Subscription upgrade

- (a) If You are using a Sponsored Subscription, You may choose at any time to upgrade Your subscription to a Premium Subscription.
- (b) If You choose to upgrade your subscription to a Premium Subscription, Your use of the Service will no longer be sponsored and You will be solely responsible for paying the Fees for that Premium Subscription.

6.5 Payment method

You may pay the Fees by bank account transfer, direct debit, or by credit card. If You supply Your credit card details, You authorise Us and/or any payment processor or Third-Party Service to process payment of the Fees and any other outstanding amounts (as applicable) as they become due. You acknowledge that any payment processor or Third-Party Service may have separate terms applicable to processing payments, and You are responsible for reading and accepting those terms.

6.6 Non-payment

If You do not or (if applicable) a Sponsor does not pay any amount due, without limiting any of Our other rights or remedies, We may temporarily suspend Your right to access and/or use the Service. Except where you are using a Sponsored Subscription, We may also charge You default interest which becomes immediately due for payment, and/or require You to pay, on demand, all costs and expenses incurred by Us in the recovery or attempted recovery of any overdue amount, including any debt collection agency fees, legal fees and administration costs.

6.7 Fee changes

We update the Fees on Our Website from time to time. Where We have agreed Fees with You for a Subscription Term, the Fees applicable during any subsequent Subscription Term will be calculated at Our then-current Fees, unless expressly otherwise agreed in writing with You.

7 Intellectual Property

7.1 Your Data

We claim no ownership rights over any of Your Data that You supply through use of the Service. Nothing in these Terms transfers ownership of any of Your Data. However, You acknowledge that the models We use to provide the Service, which are derived from anonymised data, are owned by Us, in accordance with clause 7.3.

7.2 Shared Third Party Data

All title to, and intellectual property rights in, Shared Third Party Data remains the property of the relevant third party.

7.3 Our rights

Title to, and all intellectual property rights in, the Service and Website (excluding Data, but including the models We use to provide the Service, which are derived from anonymised data) and all information, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel forming part of the Service or Website, and all underlying systems, features, and functionality are the property of Us and/or Our licensors. Nothing in these Terms transfers that ownership and You agree to not dispute Our ownership of such items at any time.

7.4 Protection of Intellectual Property

The Website and Service is protected by copyright, trade mark, and other laws of both New Zealand and other countries. Our trade marks and trade dress may not be used in connection with any product or service without Our prior written consent.

7.5 Licence for Your Data

You grant Us a worldwide, non-exclusive, fully paid up, transferable, perpetual, irrevocable, sub-licensable, licence to use, store, copy, modify, translate, make available and communicate Your Data for any purpose connected with the exercise of Our rights and performance of Our obligations under these Terms.

7.6 Feedback

You assign all rights, title and interest in any Feedback You provide Us. If for any reason such assignment is ineffective, You agree to grant Us a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

8 Cancellation and Termination

8.1 Cancellation by You

- (a) Subject to clause 8.1(b), You are entitled to terminate Your Account at any time with effect from the end of the then-current Subscription Term through functionality available through the Website or by emailing Us.
- (b) If You have selected a monthly Subscription Term, the earliest date for termination under clause 8.1(a) will be the date that is 6 months after Your first Subscription Term commences ("**Minimum Subscription Term**").
- (c) You can also delete Your Account at any time through functionality available through the Website or by emailing Us. If You delete Your Account, Your right to access and use the Service automatically ends.
- (d) If You have selected a monthly Subscription Term and Your Account is deleted before the expiry of the Minimum Subscription Term, You will remain liable to pay the Fees through to the expiry of the Minimum Subscription Term.

8.2 Suspension or termination by Us

We may suspend or terminate Your Account immediately, without prior notice or liability, if We reasonably consider that You have:

- (a) undermined, or attempted to undermine, the security or integrity of the Service, Website, or any underlying system;
- (b) used, or attempted to use, the Service for improper purposes or in a manner that reduces the operational performance of the Service; or
- (c) breached these Terms or any applicable law.

8.3 Consequences of Termination

- (a) Termination of Your Account:
 - (i) terminates Your right to use the Service immediately;
 - (ii) is without prejudice to any rights of a party which accrued up to and including termination; and

- (iii) will not affect the provisions of these Terms which by their nature survive termination including regarding warranties, liability, intellectual property), termination, and section 12 (General).
- (b) No compensation is payable by Us to You as a result of termination of Your Account for whatever reason, and You will not be entitled to a refund of any Fees that You have already paid.

9 Warranties

9.1 General

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

9.2 Disclaimers

- (a) To the maximum extent permitted under applicable law, We and Our respective licensors and service providers, expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the Service and any Shared Third Party Content, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.
- (b) Without limitation to the foregoing, We provide no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- (c) Without limiting the foregoing, neither We nor any of Our suppliers make any representation or warranty of any kind, express or implied:
 - (i) as to the operation or availability of the Service, or the information, content, and materials or products included in the Service, including the Shared Third Party Content;
 - (ii) that the Service will be uninterrupted or error-free; or
 - (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service, including the Shared Third

Party Content, recognising that the Service uses technology and models that are constantly evolving.

- (d) Without limiting the foregoing, You acknowledge and agree that:
- (i) the Service uses artificial intelligence technology to produce carbon footprint insights (“**Insights**”);
 - (ii) due to the use of the artificial intelligence technology, the Insights can be factually incorrect, irrelevant, or nonsensical;
 - (iii) we use automated tests to test the accuracy of Insights, but do not manually check Insights to ensure that they are correct, accurate, complete, current, or suitable for any use or purpose (together, the “**quality standards**”);
 - (iv) You use and rely on the Insights at Your own risk and on an as is and as available basis;
 - (v) to the maximum extent permitted by law, We disclaim all warranties, conditions, guarantees, and/or representations relating to the Insights, including relating to the quality standards. You agree that We have no responsibility or liability for or in relation to the Insights or Your use of the Insights; and
 - (vi) we recommend that you review the Insights for correctness, accuracy, completeness, currency and suitability before using the Insights in any way, including publishing them or providing them to a third party.

9.3 Exclusion

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

10 Liability

10.1 Exclusions

To the maximum extent permitted by law, in no event shall We or Our suppliers be liable for any:

- (a) special, incidental, indirect, or consequential damages whatsoever;
- (b) damages for loss of profits, loss of data (including Your Data and Shared Third Party Data) or other information; or
- (c) business interruption, for personal injury, loss of privacy,

arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if We or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

10.2 Shared Third Party Data

You acknowledge and agree that:

- (a) We have no control over the Shared Third Party Data;
- (b) as between You and Us, You access and use the Shared Third Party Data at Your own risk; and
- (c) We are not liable or responsible to You or any other person in connection with the Shared Third Party Data or Your access and use of (or inability to access and use) the Shared Third Party Data. This exclusion applies regardless of whether Our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

10.3 Limitation

Notwithstanding any damages that You might incur, to the maximum extent permitted by law, the entire liability of Us and any of Our suppliers under or in connection with these Terms and/or Your use of the Service and/or the Shared Third Party Data, and Your exclusive remedy for all of the foregoing, shall be limited to the amount actually paid by You for use of the

Service in the six months immediately preceding the most recent event giving rise to liability.

11 Links to Other Websites and Services

The Website may contain links to third-party websites or services that are not owned or controlled by Us (including Third-Party Services). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise You to read the terms and privacy policies of any third-party websites or services that You visit.

12 General

12.1 Agreement

Except as provided in this clause 12.1, these Terms and Our Privacy Policy set out everything agreed by the parties regarding Your use of the Service and supersede anything else discussed, exchanged or agreed prior to You agreeing to these Terms. However, if We and You have entered into a separate agreement that refers to, or incorporates, these Terms, then these Terms will apply subject to that separate agreement.

12.2 Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.3 Waiver

Except as provided in these Terms, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

12.4 Force majeure

We are not liable to You for any failure to provide the Services or to otherwise perform Our obligations under these Terms to the extent the failure is caused by something beyond Our reasonable control.

12.5 Assignment

You may not assign or transfer any right or obligation under these Terms without Our prior written consent. We may, assign, transfer or novate any or all of Our rights and obligations under these Terms to any Related Entity or successor entity (including any entity that acquires all or any part of Our business or assets).

12.6 Changes to These Terms

- (a) We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.
- (b) By continuing to access or use the Service after those revisions become effective, You agree to be bound by the revised Terms. If You do not agree to the new Terms, in whole or in part, please stop using the Website and the Service.

12.7 Governing Law and Jurisdiction

- (a) These Terms are governed by and construed in accordance with the laws of New Zealand. The parties submit the non-exclusive jurisdiction of the courts of New Zealand in relation to any dispute arising under or in relation to that Agreement.
- (b) You acknowledge that the Service is not intended for use by users outside of New Zealand. If You are not based in New Zealand, You are not authorised to use the Service or register to create an Account.

12.8 Dispute Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Us. If this does not resolve the dispute, then:

- (a) You will promptly give full written particulars of the dispute to Us;

- (b) the parties will promptly meet (including by phone or video conference) and try to resolve the dispute;
- (c) if the dispute is not resolved within 10 business days of written particulars being given (or any longer period agreed to by the parties), either party may refer the dispute to mediation; and
- (d) neither party may commence other legal proceedings, except an application for urgent interlocutory relief, without using the mediation procedure first, and only if the dispute has not been resolved within 20 business days of the appointment of the mediator.

12.9 Contact Us

If You have any questions about these Terms, You can contact Us at hello@carbontrail.co or by using the contact details provided on the Website.