ONTOLY ACCEPTABLE USE POLICY

Version 1.1 — Final — November 2, 2026

1483124 BC Ltd. dba Ontoly

1. About This Policy

1.1 This Acceptable Use Policy ("**AUP**") governs your use of the Ontoly Sites and Services. It applies to everyone — whether you simply visit www.ontoly.org or the Ontoly Registry, hold an Ontoly Portal account, buy or sell BERUs through the Ontoly Portal, or act on behalf of someone who does.

1.2 This AUP forms part of the Ontoly Program Rules and is incorporated into the **Ontoly Platform Terms and Conditions** (the "**Platform Terms**"), and is to be read with the Ontoly Privacy Statement, the Ontoly Cookie Policy, the Know Your Customer (KYC) Policy and the E-Sign Consent. Capitalized terms not defined here have the meanings given in the Platform Terms. Consistent with Section 2.4 of the Platform Terms, where this AUP conflicts with the Platform Terms, the Platform Terms govern.

1.3 In this AUP:

- "**Sites**" means www.ontoly.org, the Ontoly Registry, the Ontoly Portal, and any other website, application or interface operated by or on behalf of Ontoly.
- "**Ontoly Content**" means all content Ontoly makes available on or through the Sites, including the BERS Standard, the BERS Validation and Verification Standard, approved methodologies, quantification protocols, guidance, templates, forms, reports, tools, the Ontoly Public Parameter List, software, text, graphics, artwork, logos, photographs, video, announcements, blog posts, newsletters, case studies and the selection, arrangement and presentation of any of the foregoing. Ontoly Content is "Tier 1 Data" under Part X of the Platform Terms.
- "**Public Registry Data**" means the project and BERU information that Ontoly is required by the BERS Standard to publish on the public Ontoly Registry without login credentials or account registration.
- "**Non-Public Areas**" means the Ontoly Portal, including its transaction, payment and account areas, and any part of the Sites requiring authentication or otherwise not intended for public access.

1.4 We may enforce this AUP as we consider appropriate, including by removing content, applying rate limits, blocking access, suspending or terminating accounts, and reporting conduct to law enforcement. We are not obliged to enforce it in any particular case, and choosing not to act on one occasion does not waive our right to act on another.

2. General Conduct

2.1 You must not use the Sites or Services:

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- in violation of any applicable law, regulation, by-law, order or rule, or to solicit or facilitate any unlawful act;
- to infringe or misappropriate the intellectual property, privacy, publicity, contractual or other rights of Ontoly or any third party;
- to transmit any virus, worm, malware, or other harmful code, or to conduct any denial-of-service or comparable attack;
- to probe, scan or test the vulnerability of any system or network, or to breach or circumvent any security, authentication or rate-limiting measure;
- to gain or attempt to gain unauthorized access to any account, system, data or network, or to use another person's credentials;
- to impersonate any person or entity, or to misrepresent your affiliation with any person or entity, including Ontoly;
- to collect or harvest personal information about other users, or to contact individuals whose names appear in Public Registry Data for marketing purposes;
- to interfere with the proper functioning of the Sites, the integrity of the Ontoly Registry, or another person's use of the Sites; or
- to facilitate a Prohibited Payment, sanctions evasion, money laundering or fraud.

2.2 Consistent with Section 2.14 of the Platform Terms, you must be at least 18 years of age, or the age of majority in your jurisdiction if higher, to use the Services or to buy or sell BERUs.

3. Ontoly Content and Copyright

3.1 Ownership. All Ontoly Content is owned by Ontoly or by third parties who have licensed it to us, and is protected by copyright, trademark and other laws in Canada, the United States and elsewhere. **The BERS Standard, the BERU framework, and all associated methodologies, templates, documentation and supporting tools are the copyrighted intellectual property of Ontoly.** Except as expressly stated in this AUP or the Platform Terms, no right or licence in Ontoly Content is granted to you.

3.2 What you may do. Subject to your compliance with this AUP and the Platform Terms, you may:

- view, download and print Ontoly Content for your own internal, non-commercial reference;
- use the BERS Standard, methodologies, templates and forms **for the purpose of establishing or operating a Project under the BERS Program**;
- use information displayed in your own Ontoly Portal account relating to your own Project or your own BERUs for your own business purposes, including showing it to your customers or prospective buyers; and

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- quote short extracts of Ontoly Content for the purposes of news reporting, comment, review, research or private study, with attribution as set out in Section 3.4.

3.3 What you may not do. You must not, without our prior written consent:

- copy, reproduce, republish, post, transmit, distribute, sell, licence, sub-licence, rent, lease or otherwise make available any Ontoly Content, in whole or in substantial part, to any third party;
- copy or republish our announcements, blog posts, newsletters, case studies or other website content, in whole or in substantial part, on any other website, platform, publication or service;
- adapt, translate, modify or create derivative works from any Ontoly Content;
- remove, obscure or alter any copyright, trademark or other proprietary notice;
- use the BERS Standard, any methodology, protocol, template or form to establish, operate, administer or support **a carbon crediting or environmental attribute program other than the BERS Program**, or to develop a product or service that competes with Ontoly;
- present Ontoly Content, or anything derived from it, as your own work; or
- reverse engineer, decompile or disassemble any software made available through the Sites, except to the extent this restriction cannot lawfully be excluded.

3.4 Citation. Where you cite or reference the BERS Standard, the BERU framework or any Ontoly methodology, you must cite Ontoly as creator and owner and must clearly reference the specific version number and publication date of the document cited.

3.5 Program compliance. If you participate in the BERS Program, your use of the Sites and Services is additionally conditional on your compliance with the BERS Standard, the BERS Validation and Verification Standard, the Know Your Customer (KYC) Policy, the E-Sign Consent and all other Ontoly Program Rules. Failure to comply with those rules is a breach of this AUP.

4. Public Registry Data — Permitted Access and Its Limits

4.1 Our transparency commitment. The Ontoly Registry exists to make the BERS Program auditable and independently scrutinizable. The BERS Standard requires that project-level documentation published on the Registry, and retirement data in machine-readable form, be **accessible to any member of the public at no cost and without login credentials, account registration, or any other access condition.** Nothing in this AUP is intended to restrict that access, and if any provision of this AUP is inconsistent with it, the BERS Standard prevails.

4.2 Automated access to Public Registry Data is permitted. You may access, download and reuse Public Registry Data, including by automated means and in bulk, provided that you:

- **(a)** attribute the data to the Ontoly Registry and state the date on which it was retrieved;

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- **(b)** do not present the data in a manner that is misleading, deceptive or false, and do not alter it in a way that changes its meaning;
- **(c)** do not present the data as certified, endorsed, verified or supplied by Ontoly beyond what the Registry record itself states, and do not imply that Ontoly has reviewed, approved or sponsored your use;
- **(d)** where you republish data relating to a Listed (Unvalidated) Project, clearly reproduce the statement that Listing confers no certification, validation, eligibility determination or assurance of any kind from Ontoly;
- **(e)** do not use the data to contact individuals named in it for marketing purposes, or to construct a profile of an identifiable individual;
- **(f)** respect any published rate limits, robots.txt directives, or documented API terms, and do not impose an unreasonable or disproportionate load on our infrastructure; and
- **(g)** do not circumvent technical measures we apply to protect availability.

4.3 Reasonable technical measures. We may apply rate limits, caching requirements, request throttling, API keys and comparable measures to protect the availability and stability of the Registry. These measures manage **how** Public Registry Data is accessed; they are not used to deny access, to charge for it, or to require registration as a condition of obtaining it.

4.4 Not everything on the Registry is Public Registry Data. The Registry also displays Ontoly Content — including report templates, narrative guidance, methodology descriptions and design elements — which remains subject to Section 3. The permission in Section 4.2 extends to the project and BERU **data**, not to the surrounding Ontoly Content.

4.5 Commercial redistribution. You may use Public Registry Data in commercial analysis, research, ratings, reporting and comparable products. You must not, however, republish substantially the whole of the Registry as a standalone dataset or database product that is presented as, or operates as, a substitute for the Ontoly Registry, or that is marketed in a way likely to cause confusion as to source.

5. Prohibited Automated Access

5.1 The permission in Section 4.2 applies **only** to Public Registry Data. You must not use any robot, spider, scraper, crawler, headless browser, script, data-mining tool, automated agent or comparable means to access, monitor, index, extract, copy or store:

- **(a)** any data, page, record or file within the **Ontoly Portal**, including account pages, project workspaces, submission forms, monitoring reports, verification correspondence, holdings, transaction records and any document made available to you as an Account Holder;
- **(b)** any data, page, listing, price, inventory or record within the **Ontoly Portal**, including Listing Prices, Indicative Price Ranges, available quantities, transaction pages and transaction records;

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- **(c)** any Non-Public Area, or any content behind authentication, whether or not you hold valid credentials for it; or
- **(d)** Ontoly Content, other than as permitted by Section 3.2.

5.2 You must not aggregate, resell, or make available to any third party any data extracted from the Ontoly Portal, whether obtained by automated means or manually, except in respect of your own Project or your own BERUs as permitted by Section 3.2.

5.3 You must not use Listing Prices, Indicative Price Ranges or other pricing data obtained from the Ontoly Portal to construct a price index, benchmark, trading signal or comparable product without our prior written consent.

5.4 Holding valid credentials does not authorize automated access. Your account permits you to use the Ontoly Portal as intended through the interfaces we provide; it does not permit programmatic extraction.

6. Transaction Conduct

6.1 If you buy BERUs through the Ontoly Portal, you must not:

- transact with the intent of artificially affecting the price, supply or demand of BERUs;
- structure purchases, accounts or holdings in order to avoid or frustrate identity verification, beneficial ownership disclosure or sanctions screening;
- use payment credentials you are not authorized to use, or initiate a chargeback in respect of a fee you owe Ontoly where the BERUs concerned have been transferred or retired in accordance with your instructions; or
- make any environmental claim about a BERU beyond what is supported by the applicable Validation Statement, Verification Statement and BERS Program documentation.

6.2 If you offer BERUs for sale through the Ontoly Portal, you must ensure that all information you provide about your Project and BERUs is accurate, complete and not misleading, you must not use the Ontoly Portal to advertise, promote or solicit for any product, service or program other than the BERUs you are offering, and **you must not confirm under Section 6B.8(a) of the Platform Terms that you have received a purchase price you have not received.**

7. Your Content

7.1 "**Your Content**" means anything you submit, upload, post or transmit to or through the Sites that is not Project data submitted under the Ontoly Program Rules — for example, feedback, correspondence, grievance submissions and any material you provide for publication.

7.2 You are responsible for Your Content. You represent that you own it or have all rights necessary to provide it, and that it does not infringe any third party's rights or breach this AUP.

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7.3 You grant Ontoly a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, adapt and display Your Content solely to operate and provide the Sites and Services and to respond to you. This licence ends when you remove Your Content or close your account, except to the extent we are required to retain it under the Ontoly Program Rules or applicable law, or where it has been shared with another person who has not deleted it.

7.4 We may remove or refuse to publish Your Content at any time, with or without notice, if we consider that it breaches this AUP or exposes Ontoly or any other person to risk.

7.5 Feedback. If you send us suggestions, enhancement requests, recommendations or other feedback about the Sites or Services, you agree we may use it without restriction and without obligation of confidentiality, attribution or compensation to you. This does not give us any right to your confidential Project data, which is governed by Part XVI of the Platform Terms and the Ontoly Privacy Statement.

8. Copyright and Trademark Complaints

8.1 Ontoly respects intellectual property rights and expects users of the Sites to do the same. If you believe that material on the Sites infringes your copyright, please send a written notice to our copyright agent at the address in Section 10 containing:

1. your name, address, telephone number and email address;
2. identification of the copyrighted work you claim has been infringed;
3. identification of the material you claim is infringing, with enough detail (including a URL) for us to locate it;
4. a statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law;
5. a statement that the information in your notice is accurate; and
6. your physical or electronic signature.

8.2 Where a notice relates to material hosted in Canada, we will handle it in accordance with the notice-and-notice regime under the *Copyright Act* (Canada), which requires us to forward a compliant notice to the person responsible for the material and to retain records. Where a notice relates to material subject to the *Digital Millennium Copyright Act* (United States), we will respond in accordance with that Act, including by removing or disabling access to material where required and by forwarding counter-notifications.

8.3 Notices that are incomplete, or that are submitted without a good faith belief of infringement, may not be actioned. Knowingly making a material misrepresentation in a copyright notice may expose you to liability.

8.4 Trademarks. "Ontoly", "BERS", "BERU", the Ontoly logo and related names and marks are trademarks of Ontoly. You may use them only to refer accurately to Ontoly, the BERS Program or your participation in it, and only in a way that does not suggest sponsorship, endorsement or affiliation that does not exist. You must not use them in your own product name, domain name, logo or branding, or in any way likely to cause confusion.

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8.5 If you believe a user of the Sites is infringing your trademark, contact us using the details in Section 10.

9. Consequences of Breach

9.1 If we believe you have breached this AUP we may, in our discretion and without liability to you and in accordance with Parts III and IV of the Platform Terms: issue a warning; remove or disable access to content; apply rate limits or block your IP address or device; suspend or terminate your account and access to the Sites and Services; refuse to record, suspend or reverse a transfer of BERUs; cancel or withhold BERUs in accordance with the Platform Terms; publicly record enforcement action in accordance with the BERS Standard; and report the matter to a regulator or law enforcement.

9.2 We will choose a response proportionate to the breach, and where practicable and appropriate we will contact you first. We are not required to do so where the breach is serious, ongoing, or presents a security or integrity risk.

9.3 Nothing in this Section limits any other remedy available to Ontoly at law or in equity, including injunctive relief. You acknowledge that a breach of Sections 3, 4 or 5 may cause harm for which damages are not an adequate remedy.

10. Changes and Contact

10.1 We may update this AUP from time to time. Where a change is material we will notify Account Holders in accordance with Section 2.5 of the Platform Terms. Changes affecting Visitors take effect when posted. The version in force is always available at www.ontoly.org.

10.2 Questions, complaints and copyright or trademark notices under this AUP should be sent to:

Address:	Attention: Legal / IP Notices 1483124 BC Ltd. dba Ontoly B3787 Garibaldi Highlands PO Squamish, BC Canada V0N 1T0
By e-mail:	info@ontoly.org (mark copyright or trademark notices “IP Notice”)

Privacy questions should be directed to info+privacy@ontoly.org. Grievances under the BERS Program may be submitted to info+grievances@ontoly.org.

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