

TERMS & CONDITIONS:  
PLAN A SERVICES SUBSCRIPTION

BACKGROUND

- A. PlanA.Earth GmbH (“Plan A”, “We”, “Us”, “Our”) is a limited liability company registered in Germany. Plan A operates a climate change-oriented website providing various Services. These Terms and Conditions describe the use of Plan A’s Services by a Business.
- B. These Terms and Conditions apply to any Business (“You”, “Your”) which enters into a Services Subscription with Plan A.
- C. These Terms and Conditions set out the conditions under which You receive the Services defined below on a Subscription basis, paid for by the Subscription Fee (monthly). The Services provide a means for You to calculate an estimate of Your operational carbon dioxide (CO<sub>2</sub>) emissions periodically (for example, every month or quarter), and view the data over time. The Services also include a monthly Action Plan, based on the results of the calculations, outlining steps that Your Business can take in order to reduce Your operational CO<sub>2</sub> emissions.

1. DEFINITIONS

- 1.1. Services: refers collectively to the Services provided by Plan A to the Business. These include: access to and use of the Carbon Calculator, Dashboard, and Action Plans.
- 1.2. Subscription/ Services Subscription: refers to the relationship between Plan A and the Business, in which the Business pays for the use of Plan A’s Services. The duration of this can be called the Term.
- 1.3. Carbon Calculator: the online software developed and owned by Plan A which the Business will use to calculate an estimate (see 4.3) of their CO<sub>2</sub> emissions for particular indicators (such as office space, power consumption, employee and business travel).
- 1.4. Dashboard: the online page that displays the Business’s emissions data and provides contextual information.
- 1.5. Action Plan(s): the online recommendations delivered by Plan A to the Business upon submission (or re-submission) of data entry using the Carbon Calculator, recommending operational and behavioural changes that will aid the Business in reducing their operational CO<sub>2</sub> emissions.
- 1.6. Subscription Fee: refers to the amount of money paid by the Business to Plan A for the Services.
- 1.7. Term: refers to the period during which the Business is subscribed to the Services.

2. GRANT OF RIGHTS

2.1. We grant to You:

- 2.1.1. Access to and use of the Services during the Term;
- 2.1.2. Use of Plan A logo during the Term;
- 2.1.3. Permission to refer to Plan A and the Subscription in Your internal and external communications in accordance with these Terms and Conditions.

2.2. You grant to Us:

- 2.2.1. Permission to refer to Your Business and the Subscription in our internal and external communications in accordance with these Terms and Conditions.

2.3. Either Party must inform the other if, during the Term, any grants cannot be fulfilled.

3. OBLIGATIONS

3.1. Our obligations to You:

- 3.1.1. We shall provide the Services as part of the Subscription with reasonable skill and care.

3.2. Your obligations to Us:

- 3.2.1. You will meet the payments of the Subscription Fee.
- 3.2.2. You, Your employees, agents and contractors shall not do anything which may:
  - 3.2.2.1. Disparage the Subscription or Us;
  - 3.2.2.2. Damage our goodwill associated with the Subscription;
  - 3.2.2.3. Or be otherwise prejudicial to the image and/ or reputation of Us and our activities.
- 3.2.3. You acknowledge and agree that you are responsible for any voluntary additional costs paid by You during the term of the Subscription, that do not involve Us or the Services (for example, additional voluntary marketing efforts conducted by you, costs associated with implementing any Action Plans).
- 3.2.4. You agree to promptly comply with all reasonable instructions and directions issued by Us in connection with the Subscription and its promotion - such as requests for information, reviews of content produced and deadlines.
- 3.2.5. The Carbon Calculator, Dashboard and Action Plans are only for Your use and are not be shared or disseminated amongst other Parties.
- 3.2.6. The Carbon Calculator and Dashboard must not be decompiled, disassembled or reverse engineered: no attempt can be made to obtain source code from which any component of the Services is compiled.

4. Carbon Calculator

- 4.1. The Carbon Calculator has been produced on a best efforts basis. The conversion factors used in the calculator come from a variety of sources including: EU Joint Research Centre (CoM Default Emissions Factors), Handbook Emissions Factors for Road Transport (4.1), Deutsche Bahn Environmental Reporting, Emissions from CPA08

Products by Eurostat. We have taken reasonable care to ensure the information is accurate, but cannot be held liable for any errors or omissions.

- 4.2. Plan A is not responsible for inaccurate, erroneous or incomplete data provided by You or for calculation errors resulting from inaccurate, erroneous or incomplete data.
- 4.3. The Carbon Calculator provides an emission estimate only and therefore should not be relied upon as an accurate record of the actual emissions. We accept no liability if the calculator's results inaccurately reflect actual emissions.

## 5. FINANCIAL

- 5.1. The Subscription Fee is Paid monthly and in advance, on the first calendar day of each month.
- 5.2. The Subscription Fee is 200 Euros.
- 5.3. Payment is made by direct debit from You to Us.
- 5.4. Subscription Fees are paid in Euros.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Neither Party shall knowingly do, cause or permit anything to be done which may prejudice or harm or has the potential to harm the distinctiveness or reputation of the other Party's intellectual property (e.g. name, logo), or do anything which will or may affect any registration of the other Party's intellectual property.
- 6.2. You agree that You shall not use Plan A design or content in any way that, in Our reasonable opinion, connotes that we are forming a partnership or any trading agreement (other than this Subscription), or that We endorse any part of Your Business, trading name or style.
- 6.3. If during the Term either Party becomes aware of any threatened or actual unauthorised use or any misuse of the other Party's intellectual property rights, then it shall promptly notify the same to the other Party in writing. The non-owner of the intellectual property rights will, at the owning Party's reasonable request and cost, provide all reasonable co-operation in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.

## 7. TERM AND TERMINATION

- 7.1. The duration of the Term is limited, and begins when You create Your account at the Plan A website.
- 7.2. Subscription cancellation: You can cancel Your Subscription by sending an email to hi@plana.earth with the subject "Account Termination: [name]", with [name] being the

first and second name that was used during account creation. In the body of the email, please include the name of the company associated with the Subscription. Your email will be processed within 3 working days and Your account will remain active for the remainder of the month since your most recent payment.

- 7.3. We reserve the right to terminate the Subscription early if You do not meet Your obligations (see 3.2).
- 7.4. The Subscription renews automatically each month.
- 7.5. The Subscription may be terminated by each Party at any time with immediate effect for a good cause, by giving written notice to the other Party.

A good cause exists if it is expressly named as such in these Terms and Conditions or if the terminating Party cannot reasonably be expected to continue the Subscription taking into account all circumstances of the individual case and weighing the interests of both Parties. A good cause for termination for each Party exists in the event that the other Party:

- 7.5.1. has committed a material breach of any of its obligations under the Subscription and has not remedied any such breach within 14 days of being required to do so by written notice; or
- 7.5.2. ceases or threatens to cease to carry on Business, has an order made or a resolution passed for its winding-up.

## 8. LIABILITY LIMITATION

- 8.1. Plan A is only liable for damages caused by Us or Our vicarious agents in the case of intent and gross negligence. Otherwise, we shall only be liable for slight negligence if an obligation is breached the observance of which is of particular importance for achieving the purpose of the contract (cardinal obligation). Of particular importance are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance You may rely. This liability is limited to foreseeable or typical damages.
- 8.2. Contractual liability claims shall become statute-barred one year after the beginning of the statutory limitation period.
- 8.3. The limitations of liability shall not apply in the case of intent and gross negligence on the part of Plan A or Our vicarious agents as well as for the absence of warranted characteristics, fraudulent intent, injury to life, limb or health or liability under the Product Liability Act.

## 9. CONFIDENTIAL INFORMATION

- 9.1. For the purposes of these Terms and Conditions, "Confidential Information" means, with respect to either Party, the non-public, confidential, secret or proprietary material and

information of such Party that has been or may be, directly or indirectly, disclosed to, or come into the possession or knowledge of the other Party, whether in verbal, written, graphic, electronic or other form, in connection with or as a result of entering into these Terms and Conditions.

9.2. Each Party will maintain the confidentiality of all Confidential Information of the other Party and will not release, disclose, use, make available or copy any such Confidential Information without the prior written consent of the disclosing Party except as necessary to carry out its obligations under these Terms and Conditions or as expressly permitted under these Terms and Conditions. Each Party may disclose the other Party's Confidential Information to its employees, agents or subcontractors on a need-to-know basis only and subject to entering into a non-disclosure agreement. Each Party will not use in any way, for its own account or for the account of any third Party, except as expressly permitted by, or required to achieve the purposes of these Terms and Conditions, or disclose to any third Party (except to that Party's legal advisor, accountants or other advisors as reasonably necessary), any of the other Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information, at least as stringent as it takes to protect its own Confidential Information. Excluded from this obligation of confidentiality is Confidential Information which:

- 9.2.1. is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party;
- 9.2.2. becomes known to the receiving Party directly or indirectly from a third Party source not having an obligation of confidentiality to the disclosing Party;
- 9.2.3. becomes publicly known or otherwise ceases to be secret, proprietary or confidential, except through a breach of these Terms and Conditions by the receiving Party;
- 9.2.4. is independently developed by the receiving Party; or
- 9.2.5. is required to be disclosed by a government authority or by law, provided that the receiving Party gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party to contest such disclosure.

9.3. The obligation to maintain secrecy shall also apply to the period after termination of the cooperation between the Parties.

## 10. STATISTICAL INFORMATION

10.1. Plan A shall have the right to use Business data (input into the Calculator) in an aggregate and anonymous manner, solely for the purpose of compiling statistical and performance information, or improve predictive capabilities related to the provision and operation of the Services, and may make such information publicly available, provided that such information does not incorporate Confidential Information of the Business. Plan A retains all intellectual property rights in such statistical information.

## 11. GENERAL

- 11.1. You may not assign, sub-licence or otherwise transfer any of Your rights or obligations under these Terms and Conditions without our prior written approval from Us.
- 11.2. The Subscription shall not create, nor shall it be construed as creating, any partnership or agency relationship between the Parties.
- 11.3. Governing Law. These Terms and Conditions and any non-contractual obligations arising in connection with them are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and shall be construed in accordance with German law.
- 11.4. Each of the Parties hereby submits to the jurisdiction of courts in Berlin, Germany for all disputes between the Parties arising out of or in connection with the Subscription and these Terms and Conditions, as far as legally permissible.
- 11.5. Waiver. No clause of these Terms and Conditions will be deemed waived and no breach excused unless such waiver or consent is provided in writing. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.