

EULA

CO2IN Mobile Application

1. GENERAL

- 1.1. This End User License Agreement (the “EULA”) applies to the use of CO2IN Web and Mobile Application, which aims to help the global environment and to enable to dispose of the virtual tokens according to the Framework Agreement and the General Terms and Conditions (the “**Mobile Application**”). By downloading, browsing, accessing or using the Mobile Application and our Services, you confirm that you have read this EULA and that you agree to be bound by this EULA. This EULA outlines your rights and obligations when using our Mobile Application and the Services together with Framework Agreement and Terms and Conditions.
- 1.2. We reserve the right to amend this EULA at any time. You will be informed about every amendment of this EULA. If you disagree with any provision of this EULA, you must immediately discontinue your access to and use of the Mobile Application or any our Services. Continued use of the Mobile Application constitutes acceptance of this EULA, as may be amended from time to time.

2. DEFINITIONS

- 2.1. In this EULA, the following capitalized terms shall have the following meanings, except where the context otherwise requires:

Terms such as “**The CO2IN**” or the “**Company**” and “**we**”, “**us**” and “**our**” refer to The CO2IN, a.s., company ID no. 09450050, which is governed by the legislation of the Czech Republic and seated at Pobežní 620/3, Prague, 186 00, Czech Republic.

“**Account**” means an account created by a User on the Mobile Application during Registration.

“**Coin**” or “**Token**” means means a virtual instrument "CO2IN" linked to an Allowance

“**EULA**” means this End User License Agreement.

“**Framework Agreement**” means a Framework Agreement concluded between you and us in relation to the Services.

“**Privacy Policy**” means Privacy Policy available at: <https://co2in.com/>.

“**Register**” means to create an Account on the Mobile Application and “**Registration**” means the act of creating such an Account.

“**Tariff**” means the Company's tariff containing a list of fees charged by the Company to the Client in connection with the provision of CO2IN Services.

“**Services**” means all the services provided by us via the Mobile Application to the Users.

“**Terms and Conditions**” means Terms and Conditions available at: <https://co2in.com/>.

“**Users**” means users of the Mobile Application including you and “**User**” means any one of them.

“**Verification**” means the process of providing the Company with all required documents by the Client for the identification and / or control of the Client, and on the basis of the submitted documents the successful completion of the full identification and / or control of the Client by the Company.

“**Transfer of the Coin**” or “**Transfer of the Token**” means (i) the purchase and sell of the Token by between the Client and the Company, and / or (ii) the exchange of the Token for another Token between Clients, and / or (iii) the exchange of the Token for goods or services of another Client, and / or (iv) providing services and selling goods to another Client in exchange for the Token.

“**Allowance**” means another asset value corresponding to the right to release into the air the equivalent of a tonne of carbon dioxide within the meaning of the Allowance Trading Act.

“**Liquidation of the Allowance**” means the decommissioning of the Allowance, whereby the decommissioning of the Allowance may indirectly reduce CO2 emissions into the atmosphere.

“**Allowance Trading Act**” means Act No. 383/2012 Coll. of the Czech Republic, On the Conditions for Trading in Greenhouse Gas Emission Allowances, as amended.

3. THE MOBILE APPLICATION AND THE SERVICES

- 3.1. The Mobile Application is a platform through which, among other things, (i) the Transfer of the Coin takes place (ii) the Company allows Clients to carry out the Liquidation of the Allowance in exchange for Coins (iii) the Company may provide all electronic communication (distance communication) with Clients. In connection with these activities, as well as with other processes not listed here related to the Mobile Application and the Services provided, the Company

processes personal data.

- 3.2. The Mobile Application can only be installed on devices equipped with the iOS and Android operating systems.
- 3.3. You are aware of the fact that the ability to use the Mobile Application and the Services is dependent on the following conditions for which we are not responsible: (i) the availability of the User's internet connection (including a backup internet connection) with sufficient capacity to provide the Services; (ii) the proper functioning of the equipment used by the User when using the Mobile Application and the Services (software, hardware, etc.); and (iii) the proper functioning of Internet connection between the User and the data center from which the Services are provided. For the avoidance of doubt, the provision of the Services and the Mobile Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Mobile Application or the Services. To use the Mobile Application or the Services, you will need Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile operator (the “**Mobile Operator**”) will apply when using the Mobile Application. As a result, you may be charged by the Mobile Operator for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

- 3.4. We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be restricted to allow for updates, repairs, maintenance or the introduction of new features or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

4. OBLIGATIONS OF THE USERS

- 4.1. As a User you are obliged to:
- use the Mobile Application and the Account only in accordance with the purpose designated by us, specified in particular in the Framework Agreement and the General Terms and Conditions;
 - use the Mobile Application and the Account, including all Services, in accordance with this EULA and applicable legislation;
 - secure the Account with a username, password and PIN code and implement and maintain standard security processes (including adequate technical, administrative and physical safeguards) to protect all Account access data and prevent unauthorized use or unauthorized access to the Account;
 - maintain the confidentiality of the information necessary to access its Account and must not allow the use of the Account by third parties;
 - inform us of any unauthorized use or unauthorized access to the Account and ensure timely revocation / replacement of potentially or actually compromised access data.
- 4.2. Without our express prior written consent, the Users shall not, nor allow any third party: (a) decompile, disassemble or reverse engineer the Mobile Application, including any Services provided; (b) remove, modify or obscure any copyright or proprietary notices contained in the Mobile Application or the Services; (c) use the Mobile Application, including any Services provided, to create a similar or competitive product or service; (d) gain unauthorized access to the Mobile Application (e.g. through another system or tool); (e) use the Mobile Application, including any Services provided, in a manner that violates applicable legislation or violates any third party privacy or intellectual property rights; (f) publish, post, upload or otherwise transmit through the Mobile Application or the Services any data that contains viruses, Trojans, worms, time bombs, corrupted files or other computer programs or procedures that are capable of being harmed, harmed, invisibly captured or appropriate any systems, data, personal information or property of someone else; (g) transmit spam, chain messages or other unsolicited communications through the Mobile Application or the Services; (h) violate the integrity or security of the Mobile Application, including any Services provided; or (i) take any action that may impose a disproportionate burden on our infrastructure.

- 4.3. You warrant that all information provided during the Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account. We are not obliged to verify the correctness, accuracy, timeliness and truthfulness of any information provided by you.

4.4. If you are not the bill payer for the mobile telephone or other handheld device being used to access the Mobile Application, you are obliged to obtain permission from the bill payer in order to use the Mobile application first, therefore while using the Mobile Application you will be assumed to have received permission from the bill payer for using the Mobile Application.

4.5. By submitting any text, images or other data (the “**Material**”) via the Mobile Application, you represent that you are the owner of the Material or have proper authorization from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material to promote any products or services. We reserve the right to block access to and/or to edit or remove any Material which in our reasonable opinion may give rise to a breach of this EULA or applicable legislation.

5. PERSONAL DATA PROTECTION

5.1. The User acknowledges that the processing of personal data by us is governed by Privacy Policy which is considered an integral part of both this EULA and Terms and Conditions.

6. UNDERAGE USERS

6.1. Our Mobile Application and Services are not intended for and we do not direct them to anyone under the age of 18 (eighteen).

6.2. In the event that the information you provide in this regard is not truthful, we shall not be liable as the age is verified based on the information and documents provided by the User.

6.3. If you are under the age of 18 (eighteen), you may not use the Mobile Application or the Service without the approval of a parent or guardian.

7. INTELLECTUAL PROPERTY

7.1. The User acknowledges and agrees that we remain the exclusive holder of all rights relating to the Mobile Application and the Services and that the Mobile Application and the Services are protected by copyright legislation and other related regulations. The User is granted only the right to use the Mobile Application and the Services to the extent necessary for the use of the Mobile Application and the Services in accordance with their purpose and purpose stipulated by this EULA.

7.2. Nothing in this EULA or any other document shall be construed as granting, assigning or transferring any intellectual property rights to the Mobile Application or the Services and any parts thereof, know-how, trade secrets, documents, technologies, patents or expertise owned by us or used in operation of the Mobile Application and provision of Services by us to the User.

7.3. The User shall not sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge the Mobile Application.

7.4. User shall not without a prior written approval given by us rename the Mobile Application, or remove its identifications, copyrights, logotypes, logomarks, trademarks or other intellectual property notices, information or acknowledgements. Any our logomarks and trademarks are and shall remain our sole property. The User shall always comply with our guidelines, instructions and requirements.

7.5. When using the Mobile Application and the Services, the User is always obliged to proceed in such a way that it does not violate any our rights and acts in accordance with the applicable legislation, especially with legal norms relating to copyright. We may restrict the use of the Mobile Application or the Services if the User breaches this EULA, Terms and Conditions or any applicable legislation.

8. LIMITATION OF LIABILITY

8.1. The Mobile Application and the Services are provided to the Users AS-IS. The User expressly agrees that use of the Mobile Application and the Services is at the User’s sole risk. Neither we, nor our employees, affiliates, agents, distributors, resellers, or the like, warrant that the Mobile Application and the Services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information or service contained in or provided through the Mobile Application and the Services.

8.2. The User further acknowledges and agrees: (a) that it is solely responsible for proper use of the Mobile Application, and (b) that it shall have no remedy for any failure of the Mobile Application.

8.3. Under no circumstances, including negligence, shall we, our officers, agents or anyone else involved in creating, producing, or distributing the Mobile Application and the Services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Mobile Application and the Services;

or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to force majeure, communication failure, theft, destruction or unauthorized access to our records, programs or services.

8.4. Except as expressly set forth in this EULA and the Framework Agreement, we make no warranties, express, implied or statutory, relating to anything within the scope of the contract between you and us. All implied warranties of merchantability, fitness for a particular purpose, noninfringement, compatibility, title, usage of trade and course of dealing are expressly disclaimed and excluded. This disclaimer applies to, but is not limited to, all software, goods, improvements, equipment, and services provided by us to the User.

9. MISCELLANEOUS

9.1. Shall any dispute arise in connection with EULA and our services, it shall be settled pursuant to the Framework Agreement.

This EULA enters into force and becomes effective as of 9 September 2021.