

## TERMS OF SERVICE

### FOR THE USE OF THE CALCPLUS CARBON ACCOUNTING SERVICE

#### 1. APPLICATION OF TERMS OF SERVICE

- 1.1. These Terms of Service (**ToS**) applies to the connection, access to and use (**Use** (and **using** shall be construed accordingly)) of the CalcPlus Carbon Accounting Service (**CalcPlus Service**), which is operated by Data Engineering Projects Limited trading as Carbon-Zero (company number SC371934), a limited company limited, whose registered address is at 100 Union Street, Aberdeen, Scotland, AB10 1QR (**Carbon-Zero**). Carbon-Zero is a registered trademark of Data Engineering Projects Limited.
- 1.2. These Terms of Service are an agreement between Carbon-Zero and you or the entity or company, or any subsidiaries of that entity or company that you represent (hereinafter "**You**" or "**Your**") for paid usage of the CalcPlus Service. By signing up, communicating in written form or via electronic communication that you intend to use the service, you agree to these Terms of Service.
- 1.3. These Terms of Service apply to any Undertaking, other type of legal entity or sole trader wishing to Use the CalcPlus Service (**End User**) and any Authorised Representative (where applicable). You are the End User of this service.
- 1.4. References to a 'party' means a reference to either of Carbon-Zero or the End User (as the context requires) and references to the 'parties' shall be construed accordingly.
- 1.5. In accepting these Terms of Service, the End User acknowledges:
  - 1.5.1. Carbon-Zero licenses use of the CalcPlus Service to the End User on the terms and subject to the conditions of these ToS; and
  - 1.5.2. Carbon-Zero does not sell the CalcPlus Service as a whole to the End User. Carbon-Zero or its licensors remain the owners of the CalcPlus Service at all times.
  - 1.5.3. Carbon-Zero provides the CalcPlus Service on payment of the agreed fees for the period agreed. Where fees are not paid Carbon-Zero reserves the right to suspend or terminate use of the service until the agreed fees have been paid.
- 1.6. The End User is invited to print a copy of these ToS for future reference.

#### 2. ACCEPTANCE OF THE TERMS OF SERVICE

- 2.1. Please read these ToS carefully before accessing or using the CalcPlus Service in any manner. By email acceptance to Carbon-Zero or by continuing to Use the CalcPlus Service, the End User hereby confirms that these ToS constitutes a legally binding agreement between the End User and Carbon-Zero that governs the End User's Use of the CalcPlus Service.
- 2.2. You agree by accepting these Terms of Service to pay the fees agreed between Carbon-Zero and you for usage of the CalcPlus Service. We will confirm to you in writing via Electronic Communication the price of the CalcPlus service for the type of usage you have requested.
- 2.3. If the End User operates through one (or more) Undertaking, each such Undertaking must separately agree to these ToS and in doing so shall separately be bound to the terms of these ToS.

- 2.4. If you, as an Authorised Representative, are accepting these ToS on behalf of any End User that is an Undertaking, any other type of legal entity or sole trader, you hereby warrant, represent and undertake that you are entitled to bind such End User. Carbon-Zero reserves the right to require you or the End User to provide evidence of such authorisation from time to time.
- 2.5. If the End User does not accept or agree to be bound by these ToS or has not authorised an Authorised Representative to accept these ToS on its behalf, the End User is not authorised to Use the CalcPlus Service.

### **3. PURPOSE OF THESE TERMS OF SERVICE**

- 3.1. The purpose of these Terms of Service is to define the rights of Carbon-Zero and the rights and obligations of the End User with respect to the Use of the CalcPlus Service by the End User in order to undertake the carbon accounting services provided by the CalcPlus Service (**Purpose**).

### **4. GRANT OF RIGHTS TO THE END USER**

- 4.1. Subject to the End User's payment of the agreed service fees, agreement to and continued compliance with these ToS, Carbon-Zero grants to the End User a limited, revocable, non-exclusive, non-transferable license right to Use the CalcPlus Service, solely for the Purpose.
- 4.2. The rights granted to the End User pursuant to these ToS are limited to those expressly granted herein. Carbon-Zero (and its respective licensors) reserves all other rights.

### **5. LICENCE RESTRICTIONS**

- 5.1. Except as expressly provided in these ToS or as necessary for the Purpose, the End User may not and warrants, represents and undertakes that it shall not:
  - 5.1.1. use, copy, maintain, distribute, sell, publish, display, sublicense, rent, make corrections to, or modify the CalcPlus Service nor any component thereof;
  - 5.1.2. modify, adapt, decompile, disassemble, reverse assemble, reverse compile, reverse engineer, or otherwise translate the CalcPlus Service or any component thereof, unless to the extent the foregoing restrictions are expressly prohibited by applicable law;
  - 5.1.3. use or sublicense use of the CalcPlus Service or any component thereof:
    - 5.1.3.1. to or for the benefit of a third party; and/or
    - 5.1.3.2. for any purpose other than the Purpose; or
  - 5.1.4. store, access or transmit information or data on the CalcPlus Service:
    - 5.1.4.1. is inaccurate;
    - 5.1.4.2. has not been legally obtained;
    - 5.1.4.3. is in violation of or which could give rise to claims in respect of any other applicable Intellectual Property Right; or
- 5.2. Without prejudice to any other right that Carbon-Zero may have, if at any time Carbon-Zero considers (acting reasonably) that the Use of the CalcPlus Service by the End User:
  - 5.2.1. endangers or potentially could endanger the security or functioning of the CalcPlus Service, Carbon-Zero is entitled immediately and without prior notice to disconnect

the End User from the CalcPlus Service. Carbon-Zero shall notify the End User about such measure and the reasons thereof as soon as reasonably practicable following any such disconnection. Any reconnection of the End User to the CalcPlus Service shall be at Carbon-Zero's discretion and only once Carbon-Zero is satisfied that there is no longer any danger to the security or functioning of the CalcPlus Service; and

- 5.2.2. is in breach of these ToS, Carbon-Zero is entitled immediately to disconnect the End User from (or restrict the End User's access to) the CalcPlus Service (and may then exercise its further rights in accordance with these ToS), provided that, if such breach is capable of cure, the End User fails to cure the breach within thirty (30) calendar days (or such shorter period as may be notified by Carbon-Zero, acting reasonably) following the notification of the breach to the End User by Carbon-Zero.

## **6. OBLIGATIONS OF THE END USER**

- 6.1. The End User undertakes to Use the CalcPlus Service solely for the Purpose and in accordance with these ToS.
- 6.2. The End User represents, warrants and undertakes that:
  - 6.2.1. the End User is responsible for and shall maintain the security and the confidentiality of its credentials and passwords to connect to the CalcPlus Service, and is solely responsible for any activities carried out through its account within the CalcPlus Service, including for the correctness and accuracy of any information or Data entered, uploaded or generated by the End User on the CalcPlus Service;
  - 6.2.2. the End User's own system(s) and any connection or access by the End User to the CalcPlus Service shall be protected by appropriate security measures, as necessary to protect against unauthorised access, interception, disruption or other Security Breach, including the security measures as notified by Carbon-Zero to the End User from time to time; and
  - 6.2.3. the End User shall notify Carbon-Zero of any Security Breach as soon as it becomes aware of such Security Breach and shall take all necessary measures to mitigate such Security Breach, in so far as this is possible, and comply with any of Carbon-Zero's reasonable requirements in connection with the same.
- 6.3. Notwithstanding any other provision of these ToS, the End User represents, warrants and undertakes that it shall not:
  - 6.3.1. Use the CalcPlus Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these ToS or act fraudulently or maliciously (for example (without limit), by hacking into or inserting malicious code, including viruses, or inaccurate, false or harmful data into the CalcPlus Service);
  - 6.3.2. infringe any Intellectual Property Rights in or relating to the CalcPlus Service, or those of Carbon-Zero or any third party in relation to the use of the CalcPlus Service; or
  - 6.3.3. Use the CalcPlus Service in a way that could, or is reasonably likely to, damage, disable, overburden, impair or compromise the CalcPlus Service or interfere with other Users.
- 6.4. The End User may authorise its End User Representatives ("Authorised Representatives") to Use the CalcPlus Service on behalf of the End User as necessary for the Purpose, subject to the following conditions:
  - 6.4.1. The End User procures that End User Representative is informed of and is bound by and is required to observe and does comply with the terms of these ToS;

- 6.4.2. the End User remains fully responsible and liable for any act or omission of its End User Representative(s); and
- 6.4.3. without prejudice to other remedies, in the event that the End User Representative breaches the terms of these ToS (or causes the End User to be in breach of the terms of these ToS), Carbon-Zero reserves the right to require (without any liability for Carbon-Zero) the End User to suspend or withdraw the authorisation granted by the End User to the relevant End User Representative in accordance with this Section 6.3.3, and the End User shall comply with any such request.

## **7. OBLIGATIONS OF CARBON-ZERO**

- 7.1. Carbon-Zero shall take appropriate measures to ensure that the CalcPlus Service shall be developed, implemented, tested and operated for the whole period of time set forth in these ToS.
- 7.2. Without prejudice to the generality of the above, Carbon-Zero shall:
  - 7.2.1. use all reasonable efforts to set up and operate the CalcPlus Service in a diligent manner and shall take appropriate measures so that the CalcPlus Service and Data on the CalcPlus Service are protected by appropriate security measures, including against unauthorised access, interception or disruption;
  - 7.2.2. appoint a key contact point at Carbon-Zero for the performance of these ToS; and
  - 7.2.3. provide reasonable support to the End User and provide it with access to all relevant material and documentation in order to allow the End User to connect to the CalcPlus Service for the Purpose.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. The End User acknowledges and agrees that all rights, title and interest in and to, and all underlying Intellectual Property Rights in the CalcPlus Service, including (without limit) any application programming interfaces and graphical user interfaces or any other component of the CalcPlus Service anywhere in the world, belong to Carbon-Zero or their licensors, and are licensed (not sold) to the End User. The End User has no rights in, or to, any component of the CalcPlus Service, other than the right to use them for the Purpose in accordance with these ToS.

## **9. DATA PROTECTION**

- 9.1. The Carbon-Zero Privacy Notice as listed on our website [www.carbon-zero.uk](http://www.carbon-zero.uk) describes how we collect, user, process, retain and protect personal data. Please read the Privacy Notice alongside this Terms of Service.

## **10. CONFIDENTIALITY**

- 10.1. Carbon-Zero and the End User, each with respect to Confidential Information received from the other party, undertakes to:
  - 10.1.1. take all necessary precautions to prevent the other party's Confidential Information in its possession, custody or control from being copied, stolen or otherwise misappropriated;
  - 10.1.2. keep the other party's Confidential Information secret and confidential, and without limiting the foregoing, not disclose such Confidential Information to any person, except as expressly otherwise permitted by these ToS;
  - 10.1.3. exercise the same degree of care and protection with respect to the other party's

Confidential Information that it exercises with respect to its own proprietary and confidential information of same kind, but in no case less than with best care;

- 10.1.4. only use the other party's Confidential Information for the Purpose, at the exclusion of any other purpose; and
  - 10.1.5. take all necessary precautions in order to prevent any unauthorised misuse, disclosure, theft or other loss of the Confidential Information, and to notify immediately the other party upon becoming aware of the same and take all necessary measures in order to reduce the effects of such unauthorised misuse, disclosure, theft or other loss.
- 10.2. The restrictions on use or disclosure of Confidential Information as defined above do not extend to information which:
- 10.2.1. is or comes into the public domain through no breach of these ToS;
  - 10.2.2. will be lawfully received by the other party on a non-confidential basis after the Effective Date or has been lawfully received by Carbon-Zero or the End User on a non-confidential basis prior to the Effective Date from a third party;
  - 10.2.3. is independently developed by Carbon-Zero or the End User;
  - 10.2.4. is required by law, by court or governmental order to be disclosed, provided that before making such disclosure, Carbon-Zero or the End User, if permitted, gives the other party immediate notice thereof, and give the other party reasonable time under the specific circumstances, so that it may seek a protective order or other appropriate relief, or waive compliance with the non-disclosure provisions of these ToS. In such case, Carbon-Zero or the End User shall cooperate with the other party, by all legal means, in order to limit the effects of the disclosure and to prevent the disclosure of any other Confidential Information; and
  - 10.2.5. is to be disclosed as necessary for the Purpose.
- 10.3. Carbon-Zero shall take appropriate measures in relation to the protection of the identity of the End Users, without prejudice to Carbon-Zero's obligation to take appropriate measures to ensure that the CalcPlus Service shall be used and operated for the duration that these ToS are in force for the Purpose and in accordance with these ToS.
- 10.4. Carbon-Zero recognises that all business data entered or uploaded into CalcPlus is owned by the End User and that the company has no legal title to use the data for other business purposes unless written approval has been granted to do so. Upon termination of this agreement the End User may ask that all data is returned it or destroyed.

## 11. LIMITATION OF WARRANTY AND LIABILITY

- 11.1. **Disclaimer of warranty.** Except as expressly provided in these ToS, the CalcPlus Service is provided "as is", and all warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Carbon-Zero, including (without limit) in respect of compliance with descriptions, quality or fitness for purpose are excluded except to the extent such exclusion is prohibited or limited by law. Specifically, Carbon-Zero does not warrant that the CalcPlus Service will be error and defect free (whether apparent or hidden/latent) or will perform in an uninterrupted manner.
- 11.2. **Exclusion of Indirect Damages.** Without prejudice to Section 11.1 above, neither party shall be liable for any claims, demands, costs, expenses, losses, liabilities and damages, howsoever arising or caused, whether direct, indirect or consequential, including any loss of profits, loss of benefit, loss of turnover, loss of income, loss of savings, loss of contract,



loss of use, loss of business or business interruption, loss of opportunity, loss of goodwill, loss of data, loss of clientele, third party's claim, or any other indirect, special, incidental or consequential damages of any kind (**Indirect Damages**) whether arising out of or in connection with a contractual breach, tort (including negligence and gross negligence), breach of statutory duty, hidden or latent defect, or otherwise, regardless of whether the damages were foreseeable, in connection with or arising out of Use of the CalcPlus Service.

11.3. **Liability Cap.** Subject to Sections 11.3 and 11.4, Carbon-Zero's maximum aggregate liability to the End User arising out of, or in connection with these ToS and use of the CalcPlus Service, for claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses, liabilities and damages, howsoever arising or caused, whether arising out of or in connection with a contractual breach, tort (including negligence and gross negligence), breach of statutory duty, hidden or latent defect, or otherwise, regardless of whether the damages were foreseeable, shall in no event exceed the total amount of annual service fees payable by the End User. The End User's maximum aggregate liability arising out of, or in connection with these ToS and use of the CalcPlus Service, for damages, howsoever arising or caused, whether arising out of or in connection with a contractual breach, tort (including negligence and gross negligence), breach of statutory duty, hidden or latent defect, or otherwise, regardless of whether the damages were foreseeable, shall in no event the total amount of annual service fees payable by the End User.

11.4. **Cumulative Liability Cap.** Subject to Section 11.4, Carbon-Zero's maximum cumulative aggregate liability to all End Users, on a collective basis, arising out of or in connection with these ToS and the CalcPlus Service for claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses, liabilities and damages, howsoever arising or caused, whether arising out of or in connection with a contractual breach, tort (including negligence and gross negligence), breach of statutory duty, hidden or latent defect, or otherwise, regardless of whether the damages were foreseeable shall in no event exceed the total amount of annual service fees for all End User in aggregate for all claims.

11.5. **Exclusion.** Nothing in these ToS will exclude or limit the parties' liability:

11.5.1. for fraud or wilful misconduct;

11.5.2. for death or personal injury arising from the party's negligence or, in the case of the End User, that of the End User Representatives; and

11.5.3. any other liability which cannot be limited or excluded under applicable law.

## 12. EXPORT RESTRICTIONS

12.1. It is not our intention that you will order our service for use outside the UK, but if you do, you agree to comply with all international and national laws that apply to the service. We will not be liable for any breaches of any laws or regulations of the country in which you are receiving or using the service. You are responsible for payment of any duties or taxes in the country in which you are using the service.

## 13. TERM AND TERMINATION

13.1. These ToS shall come into force on the Effective Date and shall continue, unless earlier terminated in accordance with the terms of these ToS, for a period of 12 months (**Initial Term**). After the Initial Term, these ToS will continue, upon receipt of payment of published or agreed CalcPlus Service fees, unless and until terminated by either party: (i) giving the other at least ninety (90) days' notice in writing, such notice to expire no earlier than the end of the Initial Term; or (ii) in accordance with the other terms of these ToS.

13.2. Without prejudice to other remedies under applicable law, either party may terminate these

ToS at any time on giving written notice to the other party if the other party:

- 13.2.1. commits an irremediable material breach of these ToS;
  - 13.2.2. commits a material breach of these ToS which is capable of being remedied but has failed to remedy such breach within 30 days after having received written notice from the terminating party requiring the same; or
  - 13.2.3. has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three business days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the other party is incorporated, resident or carries on business.
- 13.3. Upon termination or expiry of these ToS, each party shall return to the other party any Confidential Information of the other party in its possession, or at the other party's request shall destroy any such Confidential Information. A receiving party shall, however, be entitled to retain such Confidential Information as may be required by applicable law.

#### **14. CHANGES AND UPDATES TO THE CALCPLUS SERVICE**

- 14.1. Carbon-Zero may update, change, enhance and/or modify the CalcPlus Service at any time.
- 14.2. Updates or amendments to the CalcPlus Service shall be provided from time to time by Carbon-Zero to the End User. Such updates or amendments will be communicated by means of email to the contact point named by the End User, with copy to the email address notified by the End User to Carbon-Zero.
- 14.3. Release Management

Any updates and changes to the CalcPlus Service referred to in Section 14.2 follow a specific release management process similar to ITIL V3 or newer. The release management distinguishes between Emergency Fix, Minor Release and Major Release, as follows:

(i) Emergency Fix

An Emergency Fix is used to correct urgent errors in the CalcPlus Service. Threats to data security, data integrity or system security are explicitly considered as urgent errors. Emergency Fixes typically include hot fixes and/or bug fixes. Due to the nature of the threats that should be fended off, time is a crucial factor. Therefore, Emergency Fixes can be applied prior to communicating such a change. Nevertheless, the End User should be informed as soon as possible about the Emergency Fix. Given the nature of the system described, backward compatibility is an essential aspect of any change including emergency changes.

(ii) Minor Release

A Minor Release is used to bundle a set of smaller improvements, corrections and/or known bugs. Typically, a Minor Release does not include changes of interfaces. If such changes are included, they are backward compatible. Minor Releases will be distributed at least 30 calendar days prior to becoming effective.

(iii) Major Release

A Major Release is used to roll out new functionality and/or processes. Backward compatibility is not necessary. After a transitional period a Major Release completely replaces the former Major Release. Major Releases will be distributed at least 60 calendar days prior to becoming effective.

- 14.4. If the deployment or installation of such updates, changes and/or modifications to the CalcPlus Service imply a (temporary) restriction or interruption of the End User's access to parts or all of the CalcPlus Service, Carbon-Zero shall endeavour to provide the End User with reasonable prior notice that allows to mitigate the impact and shall endeavour to take all diligent efforts to minimise any restriction or interruption.
- 14.5. All updates, changes or modifications to the CalcPlus Service or any of its components shall be the sole property of Carbon-Zero.
- 14.6. All maintenance, repair work, alterations, updates, changes and modifications of any nature whatsoever to the CalcPlus Service shall be carried out at Carbon-Zero's discretion.

## 15. GENERAL PROVISIONS

- 15.1. The End User may not assign these ToS, in whole or in part, without Carbon-Zero's prior written consent and any attempted assignment in violation of this provision shall be null and void. Carbon-Zero may assign its rights under these ToS without the End User's consent at any time, it being agreed that Carbon-Zero shall inform the End User about such assignment and the reasons thereof at Carbon-Zero's earliest convenience.
- 15.2. Carbon-Zero shall not be liable under these ToS to the extent such liability results from circumstances beyond its reasonable control, including but not limited to strikes, lockouts or other industrial action, acts of God, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure, failure of telecommunications networks or default of suppliers or sub-contractors (**Force Majeure Event**). If a Force Majeure Event continues for a period of 30 days or more, Carbon-Zero shall be entitled to terminate these ToS on giving written notice to the End User.
- 15.3. The End User is responsible for all facilities, utilities and equipment necessary to use and access the CalcPlus Service including appropriate computer equipment and internet connections, in each case at the End User's sole risk and expense.
- 15.4. The End User must report any Security Breaches or any other alerts or incidents of which they, their End User Representatives or their IT Service Provider have become aware in relation to the use of and access to the CalcPlus Service to Carbon-Zero and respond to any request for information from Carbon-Zero in a timely manner.
- 15.5. Termination or expiry of these ToS shall not affect the continuance in force of any provision hereof which expressly or by implication is intended to come into or continue in force after termination or expiry, including Sections 5, 8, 9, 10, 11, 15 and 16.
- 15.6. Upon termination or expiry of these ToS, the End User shall destroy all copies of the CalcPlus Service and related documentation, in each case which are in his/her possession, (if any), except where the retention of such copies is necessary for the End User to comply with its obligations under applicable law, in which case the End User shall inform Carbon-Zero of such legal obligation and the basis thereof and shall keep all these copies securely.
- 15.7. The parties to these ToS are independent companies or business entities. This agreement does not create a partnership, franchise, joint venture, agency and fiduciary or employment relationship between the parties.



## 15.8. Notices

15.8.1. Any notice given under these ToS shall be in writing (but excluding fax transmission and electronic mail) and may be served by leaving it at, or by sending it by pre-paid first-class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is, in the case of Carbon-Zero, the address set out in section 1.1 of these ToS and in the case of the End User, the address provided during the on-boarding process, or in each case such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first-class post or recorded delivery, forty-eight hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

15.8.2. Each party agrees that without preventing any other mode of service permitted by any rule of court, any document in any proceedings (including but not limited to any claim form or other originating process) may be served on any party by being delivered to or left for that party at its postal address for service of notices under Section 15.8.1 and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices under Section 15.8.1.

15.8.3. All notices must be given in the English language and not any other language.

## 15.9. Choice of law and jurisdiction

15.9.1. These ToS and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

15.9.2. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15.10. These ToS consist the entire agreement for provision of the CalcPlus Service between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In addition to this agreement, other information provided by Carbon-Zero, such as but not limited to our Privacy Policy, should be taken into consideration. In the event of a conflict between these ToS and any other information provided by Carbon-Zero, these ToS shall prevail.

15.11. The Carbon-Zero logo as presented on these ToS, and CalcPlus are registered trademarks of Data Engineering Projects Limited. You agree not to display or use the Carbon Zero or CalcPlus trademarks without prior written permission.

## 16. DEFINITIONS

As used in these provisions, the following capitalised terms shall have the meanings set forth below:

16.1. **Acceptance** means Electronic Communication between you and us accepting these Terms of Service and our accepting your order or request to use the CalcPlus Service.

“Acceptance” and “Accepted” will be interpreted in the same way.

- 16.2. **Authorised Representative** shall mean any person nominated by the End-User during the CalcPlus on-boarding process, authorised legally to bind the End User and accept the terms of these ToS on the End User’s behalf;
- 16.3. **CalcPlus Service** shall mean the CalcPlus carbon accounting service provided as a software-as-a-service offering to the End User for the payment of agreed service fees.
- 16.4. **Confidential Information** shall mean.
- (i) all information of any nature whatsoever (including, but not limited to, all data, trade secrets, know-how, business information, plans, reports, analyses, studies, drawings, designs, models, concepts, ideas, discoveries, techniques, sketches, tools, computer programs, flow charts, processes, timetables, specifications and technical and quality standards (such as draft and signed contracts, business and/or financial records, samples, correspondence, presentations)),  
  
on whatever support and in whatever form, format, or medium (including, but not limited to, written, oral, graphic, electronic, html pages, pictures, audio, video),  
  
that a disclosing party discloses to the receiving party, or to which the receiving party obtains access, and that relates to the CalcPlus Service, its development, implementation, testing or operation, including but not limited to respective information of Carbon-Zero and third parties involved in the development, implementation, testing or operation of the CalcPlus Service and of End Users;
  - (ii) all Data;
  - (iii) all information and software for or related to the CalcPlus Service; and
  - (iv) any information which, if not otherwise described above, is designated by the disclosing party as confidential or is of such a nature that a reasonable person would believe it to be confidential.
- 16.5. **Data** shall mean any information uploaded, processed, transferred, generated or stored on or through the CalcPlus Service and whether or not these include Personal Data.
- 16.6. **Effective Date** shall mean the date on which the End User accepts these ToS in accordance with Section 2 above.
- 16.7. **Electronic Communication** means electronic communication between you and Carbon-Zero by email.
- 16.8. **End User Representative** shall mean any of the End User's directors, officers, employees, contractors, agents or similar from time to time (and which may include the Authorised Representative).
- 16.9. **Intellectual Property Rights** shall mean any or all patents, rights to inventions, utility models, registered designs, design rights, trademarks, service marks, author rights, copyrights, neighbouring rights and related rights, database rights, trade and business names, domain names, know-how, rights in computer software, proprietary marketing materials, trade secrets, and any and all other intellectual or industrial property rights in all their patrimonial and moral aspects, as well as any application therefore, anywhere in the world (whether registered or not).
- 16.10. **Personal Data** shall mean any and all information relating to an identified or identifiable individual as defined under the UK General Data Protection Regulation and, including (without limit) the Data Protection Act 2018.

- 16.11. **Security Breach** shall mean any event that endangers the security or the functioning of the CalcPlus Service, including but not limited to any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Data or (other) Confidential Information, as well as the unauthorized upload of data or the upload of illegitimate data onto the CalcPlus Service.
- 16.12. **Undertaking** shall have the meaning given to it in s.1161 Companies Act 2006.
- 16.13. **User(s)** shall mean any authorised user, including the End User, of the CalcPlus Service. User and End User shall have the same meaning.