

# Terms of Service

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Welcome to Green Story!

Green Story provides a complete sustainability platform that enables companies to unify their sustainability measurement and communication activities (the “Platform”). Among other features, the Platform includes a range of tools for companies to trace their products’ supply chains, conduct environmental and social lifecycle assessments, calculate Greenhouse Gas (“GHG”) inventory of their operations, neutralize their environmental footprint and communicate these efforts to existing and potential customers. In addition to access and use of the Platform, Green Story may provide additional Services (as defined herein) to its Users.

By signing up for an Account or by agreeing to the use of any Services provided by Green Story, the User explicitly agrees to be bound by the following terms and conditions, including any Addendums thereto (the “**Terms of Service**”), which shall **govern** the access to and use of the Platform, and the provision of any Services provided by Green Story.

Unless explicitly excluded or modified in any Agreement between User and Green Story, these Terms of Service shall form part of the contractual relationship between User and Green Story and shall create binding obligations of the User with respect to the Services and User’s access thereto. For greater certainty, User expressly agrees that the use of an ‘entire agreement’ clause in any Agreement shall not be construed as a removal of the application of these Terms of Service to Green Story and the User.

User explicitly agrees that Green Story may update, change or modify these Terms of Service without the consent or notification of User and that User shall be bound by the latest version of these Terms of Service as of the date upon which same may be uploaded to the Green Story website. Access to the most current version of the Terms of Services can be obtained at any time at: <https://greenstory.io/terms>. Each time User logs in to its Account or obtains Services from Green Story, it explicitly agrees to be bound by the then up-to-date Terms of Service.

As used in these Terms of Service:

- i. “**we**”, “**us**”, “**our**” and “**Green Story**” means, collectively (i) **GREEN STORY INC.**, a Canadian corporation, located at 130 King Street W, Suite 1885, Toronto, Ontario, M5X 1A9, Canada (individually referred to as “**Green Story Canada**”); and (ii) **GREEN STORY B.V.**, a private limited company located at Lange Vriestraat 2b 3511 BK, Utrecht, Netherlands (individually referred to as “**Green Story EU**”);
- ii. “**User**” means the business/entity and any of its affiliates which has (i) established an Account with Green Story; and/or (ii) has engaged the Services of Green Story through an Agreement, or otherwise. For the purpose of these Terms of Service, the term “**User**” shall include any and all employees, officers, agents, affiliates, subcontractors or authorized individuals of the User, and all individuals purporting to be same, regardless of their authority to bind the User;
- iii. “**Agreement**” means a contractual agreement, written or oral, entered into between User and either: (i) Green Story Canada, or (ii) Green Story EU, in respect of access to or use of the Services. For greater certainty, unless explicitly noted to the contrary, Green Story Canada will be the contracting party, except with respect to Professional Services provided to Users located

in or tied to the European Union (“EU”) or United Kingdom (“UK”), wherein the contracting party will be Green Story EU. The term ‘Agreement’ shall include any Professional Services Agreement;

- iv. “**Services**” means, the collective services provided by Green Story to its Users, including but not limited to: (i) access to and use of the Platform; (ii) any Professional Services; (iii) any services contemplated in any Addendums hereto (including but not limited to the Simplizero subscription service) and (iv) any Carbon Credit Services;
- v. “**Professional Services**” means any professional, consulting or advisory services provided by Green Story to User with respect to the sustainability of User’s business;
- vi. “**Addendum**” means any additional information, documentation, policy or sub-policy which is linked to, referenced in, or otherwise connected to the Terms of Service (each Addendum being incorporated by reference and forming part of the Terms of Service); including but not limited to: (i) the API Policy (ii) the Carbon Credit Policy; (iii) the Data Processing Policy; and (iv) the Privacy Policy;
- vii. “**Written Notice**” means notice provided by User to Green Story via email to connect@greenstory.io. or any other written notice provided to and explicitly accepted as such by Green Story.

## A. ACCEPTANCE OF TERMS

To obtain access to the Platform and to receive any other Service provided by Green Story, User must register for a Green Story account through the Green Story website (the “**Account**”). Upon registering for an account, User expressly and irrevocably accepts and agrees to these Terms of Service and any Addendums made thereto.

Any individual accepting these Terms of Service on behalf of User, and any subsequent individual accessing or using User’s Account expressly, irrevocably, unconditionally and absolutely represents and warrants that: (i) they have full legal authority to bind the User; (ii) they are at least 18 years old; and (iii) that they have read and understand the Terms of Service in full.

## B. ACCOUNTS

### B.1. Account Owner

1. Notwithstanding the individual registering for and obtaining access to an Account, the User shall remain the contracting party of Green Story and shall be considered the “**Account Owner**”. The Account Owner shall be responsible for those individuals who have access to and use of the Account.
2. Any individual signing up for an Account on behalf of User must use their employer-issued email address provided to them by User, and, through the use of such email address to establish an Account, represents and warrants that they have the authority to bind the User.
3. Each Account can only be associated with one Account Owner. An Account Owner may have multiple Green Story Accounts.

## **B.2. Team Accounts**

1. Based on the specific pricing plan provided by Green Story to User, User can create one or more team member accounts (each a “**Team Sub-Account**”) allowing other individuals to access the Account. Each Team Sub-Account must include the full legal name and a valid email address of the individual accessing such Team Sub-Account. Through the use of Team Sub-Accounts, the Account Owner shall be able to allow other individuals to obtain access to and use Account Owner’s Account. Account Owner may also grant various levels of access to Team Sub-Accounts.
2. The Account Owner is responsible for ensuring that each and every individual having access to or use of the Account, or any Team Sub-Account, including any of its employees, agents or subcontractors, complies with these Terms of Service and User accepts full liability for any breach of these Terms of Services by any such individual(s).

## **B.3. Account Activation**

1. Each Account will be associated with a unique username and password. In order to step up an Account with Green Story, User must provide Green Story with the following information:
  - i. full legal name of User;
  - ii. business address of User;
  - iii. phone number of User;
  - iv. valid email address; and
  - v. any additional information requested by Green Story.
2. Green Story may, in its sole and unfettered discretion, reject any application for an Account.
3. Upon creation of an Account, User agrees to provide true, accurate, complete and updated registration information and maintain and promptly update such registration information to keep it true, accurate and complete at all times. If User provides registration information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, we have the right to suspend User’s Account, or prohibit access thereto, until such information is remedied. Additionally, Green Story may refuse User’s access to or use of any other Services being provided by Green Story.
4. User acknowledges that Green Story will use the email address provided on the opening of the Account, or as updated by User within the Account from time to time (“**Primary Email Address**”), as the primary method for communication with User. The Primary Email Address must be capable of sending and receiving communication. User is responsible for monitoring its Primary Email Address at all times and, if so required, shall respond to any communication made by Green Story to the Primary Email Address within a reasonable period of time. Green Story may communicate with

User by other means, but shall only be responsible for communication made by User through the Primary Email Address.

5. Through the establishment of an Account, User acknowledges that the Platform is a self-serve functioning software application, which provides analysis based on information and data pertaining to User's suppliers and customers specifically inputted to the Platform by User.
6. User explicitly acknowledges that it is responsible for maintaining the confidentiality of its Account username and password and to maintain the overall security of its Account and any Team Sub-Accounts established in respect thereof.
7. User must notify us immediately of any actual or suspected loss, theft or unauthorized use of its Account username or password.
8. Green Story accepts no responsibility and expressly disclaims any and all liability for any loss or damage with respect to User, or User's customers or suppliers, from User's failure to maintain security over its Account or any of its Team Sub-Accounts.
9. The application program interface policy (the "**API Policy**") governs User's access to and use of the Green Story API (as defined therein). User is solely responsible for the activity that occurs using User's API Credentials (as defined in the API Policy) and for keeping User's API Credentials secure.
10. User understands that the Data may be transferred unencrypted and involve:
  - i. transmissions over various networks; and
  - ii. changes to conform and adapt to technical requirements of connecting networks or devices.

### **C. CONTENT AND OUTPUT**

1. User and Green Story acknowledge that the Services are, in part, predicated on the inclusion and use of certain data into the Platform from various sources (collectively, the "Data"). For the purposes of these Terms of Service, the term 'Data' shall include, but shall not be limited to: trademarks, copyright content, manufacturing process data and certifications, and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by User or User's affiliates to Green Story or its affiliates, and includes any data provided by User in respect of User's business, or its suppliers.
2. The Data shall be comprised of the following:
  - i. Data provided directly to Green Story by User in respect of its business ("**User Data**");
  - ii. Data provided directly to Green Story by User's suppliers, or by User in respect of its suppliers ("**Supplier Data**", and collectively with User Data, the "**Primary Data**");
  - iii. Data provided directly to Green Story about User's customers ("**Customer Data**")
  - iv. Data sourced by Green Story through its internal processes and from certain third-parties supplying Green Story with datasets and scientific studies ("**Secondary Data**")
3. It is expressly acknowledged that User owns all right, title and interest in the User Data and, notwithstanding its input into the Platform or its use with respect to the Services, User will remain the owner of the User Data. User shall also own all right, title and interest in the results of any calculations determined by the Platform based on its use of User Data.

4. It is expressly acknowledged that User's suppliers own all right, title and interest in the Supplier Data and, notwithstanding its input into the Platform and its use with respect to the Services, User's suppliers will remain the owner of the Supplier Data.
5. Notwithstanding the foregoing, User hereby expressly grants to Green Story, for the sole purpose of providing the Services and only to the extent reasonably required to do so, a non-exclusive, transferable, royalty-free, worldwide right and license to host, use, process, analyze, distribute, expose, run, copy, store, communicate to the public, broadcast, reproduce, make available, display and translate any Primary Data which it provides to Green Story through its use of the Platform and in connection with the Services (collectively, the "**Data Use Rights**").
6. To the extent the Primary Data provided by User to Green Story includes Supplier Data, User represents and warrants to Green Story that User has all necessary right and authority to provide Green Story with same in respect of the Data Use Rights. User hereby expressly agrees to indemnify Green Story for any loss or damage it may incur based on its use of any Supplier Data provided to Green Story by User.
7. User expressly acknowledges that the Data Use Rights provided to Green Story include the use of the Data on a de-identified and anonymized basis by Green Story for the purpose of: (i) creating analytics for User and other users of the Platform and other Services provided by Green Story to the User and other users of the Platform; and (ii) making further improvements to the Platform and any of its Services. Green Story reserves all rights in and to any analytics or metadata it collects in the course of providing the Services.
8. Green Story reserves the right, but does not have the obligation, to monitor the Data that has been uploaded to or integrated into the Platform or the Services. Notwithstanding the Data ownership rights expressed herein, Green Story reserves the right, in its sole discretion, to block or prohibit access to any Data that has been uploaded to or integrated into the Platform or any of the Services if User violates these Terms of Service. User is solely responsible for ensuring it retains access to the Data, or copies thereof, other than through the Services, at its sole cost and expense. Notwithstanding User's removal of any Data from the Services, Green Story may retain such Data, or copies thereof, for a reasonable period of time for backup, archival or audit purposes.
9. User acknowledges that Green Story or any of its affiliates shall be entitled to review any and all Data uploaded or incorporated into the Services from time to time, for any purpose, including to verify its validity and authenticity to ensure the Services are provided at a standard acceptable to Green Story.
10. User hereby expressly acknowledges that, through the provision of the Services, Data may be communicated to or shared with certain third parties. To the extent reasonably possible, Green Story endeavors to protect the communication or sharing of such Data through a confidentiality agreement with such third parties of similar nature to that found within these Terms of Service. Notwithstanding the above, Green Story will not share or communicate any Data that is not de-identified and anonymized with third parties outside of the provision of the Services, without the prior consent of User.
11. User agrees that Green Story may, at any time, delete any or all of the Data uploaded to the Platform or submitted to Green Story as part of the Services, but Green Story is under no obligation to do so.
12. User acknowledges that the Platform's self-generated results are a by-product of the Data uploaded to the Platform. Green Story is not responsible for verifying the accuracy or completeness of the Primary Data. Green Story shall use its best commercial efforts: (i) to ensure the accuracy of any Secondary Data and it obtains through its internal due diligence processes; and (ii) while conducting its due diligence in respect of any third-parties it sources for the provision of Secondary Data.

Notwithstanding the foregoing, Green Story does not guarantee the accuracy of the Data, nor does it provide any assurances with respect to the accuracy of the Platform's self-generated results.

13. User expressly agrees that it is solely responsible for the input, transfer, maintenance and ensuring the accuracy of all Data uploaded to the Platform within its Account or otherwise provided to Green Story to be used as part of the Services in order to ensure that the Services provide the optimal and most accurate results. While Green Story may provide guidance to User in respect of same, Green Story shall not be liable for any loss or damage arising to User or any third-party due to false, inaccurate or insufficient Data.
14. User expressly grants Green Story a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use User's names, trademarks, service marks and logos associated with User's business (collectively, "**Trademarks**") in order for Green Story to operate, provide, and promote the Services and to perform its obligations and exercise any of its rights under these Terms of Service.

#### **D. COPYRIGHT AND DMCA NOTICE**

1. In the event User becomes aware or informed that any of the Data may: (i) infringe or violate the rights of any third party, or (ii) be libelous, tortious, or otherwise unlawful, User agrees to promptly inform Green Story of same and agrees to immediately withdraw the affected Data from the Services.
2. In accordance with the American *Digital Millennium Copyright Act*, the Canadian *Copyright Modernization Act* and similar legislation in other applicable jurisdiction, Green Story shall, in appropriate circumstances and at Green Story's sole discretion, limit or terminate one's access to the Services where it is suspected that there has been an infringement on any intellectual property rights, copyright or Trademarks of others, regardless of the severity of the occurrence or whether such persons are deemed to be repeat infringers.
3. If User believes that anything on the Platform or the other Services infringes upon any intellectual property rights, copyright or Trademarks that User owns or controls, User may notify Green Story of such infringement by providing Written Notice in respect of same.
4. Notwithstanding subsection D.3 above, if User knowingly misrepresents in its notification to Green Story that the Data or any other aspect of the Platform or Services has infringed on User's intellectual property rights, copyright or Trademarks, User may be liable for any damages, including costs and attorneys' fees, incurred by Green Story, or the alleged infringer, as may result due to Green Story taking any such actions, including but not limited to the removal of the alleged infringement from or the disabling of access to the Services, based on such misrepresentation. Green Story reserves the right to seek any and all legal sanctions permissible by law in respect of such misrepresentation.
5. Green Story does not guarantee that it will have the capability to remove infringing content from the Services in its entirety, but may only be able to block the display of any infringing content. User hereby expressly agrees to indemnify Green Story for any loss or damage it may incur in respect of its removal of, or based on its inability to remove, any infringing Data that was provided by User.

#### **E. PLATFORM RIGHTS AND RESPONSIBILITIES**

## **E.1. Ownership and Rights to Access and/or Use the Services**

1. User shall only use the Services solely for its own internal use and for lawful business purposes.
2. We reserve the right to provide our Services to any other parties, including any of User's direct or indirect competitors, and make no representation, warranty or promise of exclusivity to User.
3. User hereby expressly agrees that we are entitled to identify User as a customer of Green Story and use User's Trademarks in our advertising and marketing materials (including our website, case studies and press releases) solely in connection with such identification. User may seek to retract the foregoing permission by submitting a written request via email to its Green Story account manager. Upon receipt of such written notice request, Green Story shall cease to use User's Trademarks, but reserves the right to terminate User's access to the Platform and Services in connection with such removal.
4. Green Story may monitor User's use of the Services at any time and, subject to compliance with applicable laws, may gather, use and disclose any and all such Data in connection or associated with such use for the purpose of optimizing the Platform and the provision of the other Services.
5. We may change, modify or remove any features of our Services at any time and for any reason, with or without notice to User. Notwithstanding the foregoing, Green Story will endeavor to provide reasonable advance notice of any changes, modifications or removals of such features that may materially adversely affect User's use of the Services or User's rights under these Terms of Service.
6. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of User's business license, government issued photo ID of any persons authorized to use the Services by User, the last four digits of the credit card(s) on file, or confirmation of any authorized person's status as an employee or independent contractor of User, if applicable. Green Story reserves the right to determine, in our sole discretion, the rightful Account ownership and, if required, transfer an Account to the rightful Account Owner. If we are unable to reasonably determine the rightful Account Owner, without prejudice to our other rights and remedies, Green Story reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

## **E.2. Conduct on the Platform**

1. User may not, use or allow others to use, the Services in any manner other than as expressly allowed in these Terms of Service, or as otherwise provided for in any Agreement.
2. User expressly agrees not to:
  - i. modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, decompile, disassemble, re-engineer or otherwise attempt to gain access to the underlying technology of the Services, including any source code, process, data set, database, management tool, development tool, server or hosting site, nor attempt to, or permit, allow or assist any third-party in attempting to or carrying out any of the foregoing;



- ii. sublicense, subcontract, translate or sell any rights to the Services;
  - iii. use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services;
  - iv. harvest or collect information about or from other users of the Services;
  - v. probe, scan or test the vulnerability of our Services, nor breach the security or authentication measures or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services;
  - vi. attempt to gain unauthorized access to the Services or related systems or networks;
  - vii. use the Services in whole or in part for any illegal or other purpose except as expressly provided under these Terms of Service, or as provided for in any Agreement, including without limitation, allowing any distribution or sublicense or other access of the Services by any person or entity that is not the User (or an authorized representative of the User);
  - viii. interfere with or disrupt the integrity or performance of the Services;
  - ix. attempt to gain unauthorized access to the Services or related systems or networks;
  - x. create Internet 'links' to the Services or 'frame' or 'mirror' any content therein;
  - xi. access the Services by any means other than through the Account or the interface that is provided by us for use in accessing the Services; or
  - xii. facilitate or encourage any of the foregoing violations by any person.
3. In addition, while using our Services, User expressly agrees not to do any of the following:
- i. violate: any laws in User's governing jurisdiction (including but not limited to copyright laws), the laws applicable to User in the jurisdictions of any of its customers, clients, vendors, or suppliers, the laws of the Province of Ontario and the federal laws of Canada applicable therein, any applicable laws of the EU, and any third-party rights under any Agreement or otherwise under these Terms of Service (Notwithstanding the foregoing, to the extent compliance with any laws in User's governing jurisdiction would constitute a breach of or conflict with any applicable laws in any other jurisdiction, User's compliance within its governing jurisdiction shall not be considered a breach under these Terms of Service);
  - ii. transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any applicable law;

- iii. upload or distribute any virus, trojan horse, time bomb or other malicious code or technologies that may damage, interfere with, harm, or attempt to damage, interfere with or harm, our Services, the operation of the Services or the interests or property of Green Story or those other persons to which it provides its Services; or
  - iv. use the Services to send any altered, deceptive, or false source-identifying information.
4. User expressly agrees to take all reasonable precautions to prevent unauthorized or improper use of the Services by any authorized or unauthorized users of its Account or any Team Sub-Account.
5. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Green Story employee, member, officer, or authorized representative will result in immediate termination of User's Account and access to any of the Services.
6. User is responsible for ensuring it has the capability of obtaining access to the Account and the Services made available to it by Green Story. The foregoing may involve any and all third-party fees associated with obtaining such access, such as internet service provider, mobile or airtime charges. Additionally, User is solely responsible for obtaining, at its sole expense, any and all equipment necessary to obtain and maintain access to the Account and any of the Services, as same may be provided by Green Story. User is solely responsible for any and all fees associated with ensuring it has the capability of obtaining and maintaining such access.
7. Green Story reserves the right to seek any and all legal sanctions permissible by law in respect of any violations of this subsection E.2.

## **F. ADDITIONAL SERVICES**

### **F.1. Carbon Credit Services**

1. In addition to these Terms of Service generally applying to the Services, the Green Story carbon credit policy, attached as an Addendum hereto (the "**Carbon Credit Policy**") shall specifically apply to User's access to and use of the carbon credit services (the "**Carbon Credit Services**"). Notwithstanding the foregoing, if User is not provided with Carbon Credit Services, the terms of the Carbon Credit Policy shall not apply to User's contractual arrangement with Green Story.
2. The Carbon Credit Policy may be accessed through the following link: [.Carbon Credit Policy.](#)
3. For greater certainty, the Carbon Credit Policy shall apply solely to the Carbon Credit Services.

### **F.2. Professional Services**

1. Where Professional Services are provided to User, such services shall be governed by a written agreement entered into by Green Story and User (a "**Professional Services Agreement**").
2. Notwithstanding any lack of reference therein, upon the execution of a Professional Services Agreement these Terms of Service shall automatically be incorporated. If the parties to a Professional Services Agreement wish to modify or otherwise render any of these Terms of Service inapplicable,

same must be explicitly noted in writing within the Professional Services Agreement, or in a schedule attached thereto.

3. Green Story will provide the Professional Services rendered to you on the delivery due dates as set out in the Professional Services Agreement or in the relevant Statement of Work (“SOW”) attached to or referenced therein.
4. Green Story shall provide reasonable efforts to perform the Professional Services in a timely manner. Except if and insofar as explicitly communicated in writing otherwise, the delivery due dates indicated by Green Story in any Professional Services Agreement or SOW are benchmarks only, and shall not form part of Green Story’s binding obligations therein. If at any time Green Story becomes aware that it may not be able to perform the Professional Services by any date set out in the applicable Professional Services Agreement or SOW (or any other deadline agreed by the parties in writing), Green Story will promptly notify User and give details of the reasons for the delay.
5. Green Story shall apply such time, attention, proprietary knowledge and care as may reasonably be expected in respect of the performance of the Professional Services.
6. Green Story shall comply with lawful and reasonable directions regarding the Professional Services communicated to it from time to time by User, provided such directions do not deviate from or add to the scope of the Professional Services as set out in the Professional Services Agreement, any SOW or these Terms of Service. Green Story reserves the right to refuse any request which is beyond such scope, including, but not limited to, changes which require an alteration of the agreed upon Professional Services. Where Green Story consents to perform any requested additional services, or any expansion to the agreed upon scope, it shall notify User of any additional costs and changes to any agreed upon timeframes for the delivery of the Professional Services, as amended.

## **G. PAYMENTS, TERMS & RENEWALS**

### **G.1. Terms**

1. Unless otherwise agreed to in any Agreement between User and Green Story, the “**Term**” of the Services provided to User by Green Story will begin on the date upon which User is first provided with Services by Green Story and shall continue until terminated in accordance with these Terms of Service. For greater certainty, if the Services provided to User solely pertain to access to the Platform, the date upon which Green Story first provides Services to User shall be the date upon which User obtains access to its Account.
2. The Term of any and all Services shall be for a period of one (1) year, unless otherwise agreed to amongst User and Green Story (“**Initial Term**”).
3. Unless otherwise set out in an Agreement, or otherwise separately agree upon in writing, after the expiry of the Initial Term, User’s access to and use of the Services shall automatically renew for successive one (1) year periods, unless User has provided Green Story with Written Notice, as set out in subsection G.2 of these Terms of Service.
4. Specific terms only applicable to the provision of Professional Services shall be separately laid out in the Professional Services Agreement and, at Green Story’s sole discretion, may be construed separately from the provision of other Services.

5. Access to the Platform may include a certain number of hours of support per one (1) year period, as specified in an Agreement. The agreed upon number of hours counts as the maximum per one (1) year period. Any hours not used will expire at the end of the respective one (1) year period.

## G.2. Cancellation

1. Should User wish not to renew for the next successive one (1) year period, User shall provide Green Story with Written Notice of its intent not to renew the Services, at least sixty (60) days prior to the end of the Initial Term, or the then current one (1) year period, as applicable.
2. Upon providing Written Notice of cancellation of the Services:
  - i. User will continue to have access to its Account through to the end of the then current one (1) year term, unless otherwise limited, suspended or terminated in accordance with these Terms of Service;
  - ii. any outstanding balance owed to Green Story for User's use of the Services through to the effective date of such termination will immediately become due and payable in full;
  - iii. unless otherwise provided for in the Terms of Service, User will not be entitled to any refunds of any Fees, pro rata or otherwise; and
  - iv. at the end of the then current one (1) year period, User will lose access to its Account and any and all Data in respect thereof or connected thereto.
3. Any Data specific to User's Account may be stored for a period of two (2) years (starting from the end of User's Term). In the event User decides to re-subscribe to the Services, Green Story endeavors to provide User with access to any Data that was stored by Green Story based on the aforementioned timeline. Notwithstanding the foregoing sentence, Green Story shall not be liable for any loss or damage suffered by User, or any third-party in respect of User's inability to obtain access to any Data associated with User's Account prior to User's cancellation, whether or not stored by Green Story.
4. In the event User forgets to cancel its subscription before the auto renewal date of the then current one (1) year term, Green Story may accept User's Written Notice of termination, provided such Written Notice is delivered within 7 days of the applicable auto-renewal date.

## G.3. Plans, Fees, and Payment

1. In these Terms of Service:
  - i. "**Fees**" shall mean any and all applicable fees charged by Green Story to User in respect of the Services provided, including but not limited to: (i) Subscription Fees; (ii) Overage Fees; (iii) any Carbon Credit Fees; and (iv) any other sustainable project contributions and other fees associated with the Services (the "**Additional Fees**");
  - ii. "**Subscription Fees**" shall mean the fees associated with User's access to and use of the Platform based on the type of subscription plan chosen by User;
  - iii. "**Overage Fees**" shall mean applicable fees relating to additional sales units processed beyond the limits, as associated with User's chosen subscription plan; and

- iv. **“Carbon Credit Fees”** shall have the meaning as set out in the Carbon Credit Policy.
2. **Fees:** User shall pay all Fees applicable to the Services provided to User by Green Story. Note that any and all Fees are as set out in the Agreement or the Green Story website, and subject to change on an annual basis, at the sole discretion of Green Story.
3. **Payment Method:** User must keep a valid payment method on file with us to pay for all incurred and recurring Fees (the **“Authorized Payment Method”**). The Authorized Payment Method shall be linked to User’s Account. Unless otherwise indicated, all Fees and other charges and all payments made by User shall be in U.S. Dollars.
4. **Subscription Fees:**
  - i. All Green Story subscriptions plans are tied to an annual term. The applicable Subscription Fee pertaining to User’s subscription plan will remain fixed during the then current one (1) year period, unless User upgrades its subscription plan.
  - ii. All of our subscription plans have the option to be billed monthly or annually.
  - iii. It will be in Green Story’s sole discretion to discontinue monthly billing and switch your billing to annual billing at any time during the then current one (1) year period. Whether Green Story decides to switch to annual billing will depend on its ongoing payment risk assessment of User. Green Story reserves the right to discontinue User’s access to the Services following such switch until the requisite payment is made by User.
  - iv. Subscription Fees are paid in advance and will be billed monthly or annually in accordance with these Terms of Service (each such date, a **“Subscription Billing Date”**).
5. Subject to subsection G.3.4, all Fees, excluding Subscription Fees, will be charged on a monthly basis, at the start of each month (the **“Monthly Billing Date”**) based on the Fees incurred for the previous month, regardless of User’s Subscription Billing Date. On each Monthly Billing Date, User will be charged, through its Authorized Payment Method, for all such Fees that have been incurred and remain unpaid.
6. Additional Fees associated with the provision of Professional Services by Green Story shall be set out in and paid for in accordance with the Professional Services Agreement. If no fixed fees are agreed to in any Professional Services Agreement, Green Story shall charge User for such Professional Services based on the hourly rate published therein. If payment of such Additional Fees is not provided for in the Professional Services Agreement, Green Story reserves the right to charge User for same in accordance with subsection G.3.5 on the appropriate Monthly Billing Date. User expressly agrees that Green Story may charge certain administrative processing fees with respect to payments made for Additional Fees associated with the provision of Professional Services if User makes payment of same via credit card.
7. Green Story shall be entitled to invoice User for any and all Fees upon User’s registration to a Green Story subscription plan.
8. Unless otherwise stated, invoices submitted by Green Story will become due the same day.

9. All amounts payable by User, as described in these Terms of Service, are exclusive of applicable sales tax or levies payable as a result of Green Story's provision of the Services. User is responsible for paying all applicable taxes arising on receipt of a valid invoice from Green Story as and when due. If User is not charged taxes by Green Story, User is responsible for determining if any taxes are payable, and if so, self-remitting such taxes to the appropriate tax authorities in the respective jurisdiction(s).
10. User must maintain an accurate jurisdiction and location within such jurisdiction in the administrative console of its Account. If User changes its location and/or jurisdiction, User must promptly update same within the administrative console of its Account.
11. User shall pay all amounts due and payable under these Terms of Service in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Green Story may at any time, without limiting its other rights or remedies, set off, deduct, or withhold such amounts from any liability owed to User under or in connection with these Terms of Service (whether present, future, actual or contingent, liquidated, or unliquidated, disputed or undisputed).
12. If we are not able to process payment of any Fees using User's preferred Authorized Payment Method, we may make subsequent attempts to process payment using any alternative Authorized Payment Method and may take any further steps as may be required to ensure such Fees are paid. If User has not remedied its outstanding payment obligations within fourteen (14) days of our initial attempt to process payment, we may suspend, revoke access to, or cancel User's Account and the Services. User's Account may only be reactivated and access to the Services restored upon payment of any Fees then outstanding.
13. If an invoice remains unpaid for sixty (60) days from the applicable due date, and provided Green Story has provided User with at least fourteen (14) days' notice of such unpaid amounts, User will be immediately in default under these Terms of Service and User shall be bound to pay the lesser of: (i) any statutory commercial interest applicable within User's governing jurisdiction; and (ii) any statutory commercial interest applicable under the laws of the jurisdiction governing these Terms of Service, from the initial due date of the invoice. If such invoice remains unpaid for a further sixty (60) days Green Story shall be entitled to charge to the User, the reasonable costs associated with collecting such unpaid amounts (including, but not limited to costs associated with the use of a debt-collecting agency).
14. Notwithstanding any suspension, revocation or cancellation contemplated in this Section G, Green Story reserves the right to terminate your Account in accordance with Section H - *Suspension and Termination*.

## **H. SUSPENSION AND TERMINATION**

1. We may terminate or suspend User's access to our Services (including access to its Account), in whole or in part, at any time, with or without prior notice, and without liability, in our sole discretion, for any non-compliance with the provisions of these Terms of Service.
2. Upon termination of User's access to our Services (including access to its Account) or any part thereof, User's right to use or access our Services, its Account, or such relevant part of the Platform, will immediately cease to exist.

3. Termination of User's access to our Services (including access to its Account) or any part thereof shall not relieve User of any obligations arising or accruing prior to such termination or limit any liability that User may otherwise have to Green Story or any third party.
4. Should Green Story terminate User's access to the Services, for any reason other than User's non-compliance with the provisions of these Terms of Service, User shall not be liable for payment in respect of any unused portion of the Services, and provided User has prepaid for the Services, Green Story shall reimburse User in respect of any unused portion thereof.
5. Save and except for any amounts owing to User under subsection H.4, User agrees that Green Story shall not be liable to User, or any third party, for any damages or loss pertaining to the termination of User's access to our Services pursuant to this Section H or pursuant to any other provision of these Terms of Service.
6. All provisions of these Terms of Service pertaining to the obligations, responsibilities or liability of User, or any provisions providing a benefit or corresponding right to Green Story shall survive termination in accordance herewith, and shall in no way limit the ability of Green Story to rely on same when pursuing any claim or purported amount owed to Green Story. For greater certainty:
  - i. User shall remain liable for any and all amounts owing under these Terms of Service, including any unpaid Fees or associated amounts; and
  - ii. as same may pertain to a benefit to Green Story, or an obligation of User, the following provisions shall survive termination: Section B – *Accounts*, Section G – *Payments, Terms and Renewals*, Section H – *Suspension and Termination*, Section I – *Confidentiality*, Section J – *Intellectual Property*, Section K – *Disclaimer, Release of Liability*, Section M – *Privacy and Data Protection*, Section N – *Compliance and Governing Law*, Section O – *Changes*, and Section P – *General Conditions*.
7. Upon termination of the Services by either party for any reason other than for non-renewal of the Term:
  - i. Green Story will immediately cease providing User with the Services and User will no longer be able to access its Account;
  - ii. unless otherwise provided in these Terms of Service, User shall not be entitled to any refunds of any Fees previously paid, pro rata or otherwise; and
  - iii. any outstanding balance owed to Green Story for User's use of the Services through the effective date of such termination will immediately become due and payable in full.
8. In the event of termination of the Services by Green Story in accordance with the provisions of these Terms of Service, Green Story shall not be liable to User for any damages or loss whatsoever arising therefrom.

## **I. CONFIDENTIALITY**

1. **Access:** Each party, being Green Story and User, acknowledges and agrees that it may, pursuant to the provision of the Services, access to the Account, or the contractual relationship between the parties, obtain access to certain information of the other party and/or the other party's affiliates that is generally not available to or known by the public, may be proprietary in nature, and may have particular value, the disclosure of which could be harmful to the other party's interests (collectively, "**Confidential Information**"). Such Confidential Information may include, but is not limited to: information and knowledge regarding products, formulations, processes, techniques, specifications, trade secrets, strategies and programs, financial data, vendor and customer relationships, business and marketing plans, collaborator relationships, joint-venture relationships, methods of operation and other proprietary information or materials in any form, electronic or otherwise, including, without limitation, with respect to Green Story, information or knowledge in respect of the Platform.
2. **Non-Disclosure:** Each party covenants and agrees that it shall:
  - i. not disclose any Confidential Information to any person or entity without the express prior written authorization of the other party; and
  - ii. not use any Confidential Information for any purpose whatsoever other than strictly in connection with the Services.
3. **Permitted Disclosures:** Notwithstanding subsection I.2, Either party may disclose the other party's Confidential Information to:
  - i. those of its representatives who need to know such Confidential Information for the purpose of performing their obligations with respect to the Services, their use of the Account or a particular Team Sub-Account, or to comply with their obligations under these Terms of Service, provided that such party informs such representatives of the confidential nature of the Confidential Information before such disclosure; and, at all times, such party shall be responsible for such representatives' compliance with the confidentiality obligations set out herein; and
  - ii. such external experts or third parties, provided that the receiving party is bound by confidentiality provisions no less stringent than those found within these Terms of Service, or as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the disclosing party will give the other party to these Terms of Service prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded the requisite level of confidential treatment.
4. **Exceptions:** The provisions of this Section I shall not apply to any Confidential Information that:
  - i. is or becomes generally available to the public (other than as a result of its disclosure by a party to these Terms of Service or its representatives in breach of this Section I);
  - ii. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - iii. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the



- information to the receiving party; or
- iv. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

## **J. INTELLECTUAL PROPERTY**

1. All intellectual property rights ("**IP Rights**") of Green Story related to the Services provided to User under these Terms of Service, and all content, features and functionality provided by or included with or with respect to the Services, including, but not limited to, content, layout, logos, text, graphics, design, databases, algorithms, process, software, and any application program interface ("**API**") that we provide to User now or in the future, and all documentation that we make available to User in connection with the foregoing, are and will remain the exclusive property of Green Story and its licensors. IP Rights shall include, but are not limited to, trademarks, copyrights, industrial rights, and all types of neighboring rights. User acknowledges that it has no right to or in respect of such IP Rights and no license to use such IP Rights have been provided by Green Story to User, except as may be explicitly set out in these Terms of Service.
2. All IP Rights of User provided to Green Story in respect of its provision of the Services and all documentation that User makes available to Green Story in connection with the foregoing, are and will remain the exclusive property of User. Green Story acknowledges that it has no right to or in respect of such IP Rights and no license to use such IP Rights have been provided by User to Green Story, except as may be explicitly set out in these Terms of Service.
3. The Services and any services provided by our licensors are protected by copyright, trademark and other intellectual property laws and rights. As a user of these Services, we grant User a limited, non-transferable, non-sub licensable, non-exclusive, and revocable license to access and use the Services solely as permitted by and subject to these Terms of Service. Except for this limited license, we do not grant you any other rights or licenses with respect to the Services, and such rights and licenses are expressly reserved to us and our licensors. This limited license is a right to use the Services and does not include any right to modify or eliminate information, property, brands, or copyright of Green Story or otherwise pertaining to the Services. Except for in the context of its normal use as stipulated herein, User is not allowed to copy, multiply, spread, forward or offer the Services or the content of or pertaining to the limited license to any third party. User is not allowed to remove or modify any trademark, copyright or any other sign added by Green Story from any material of or created by Green Story, or to modify or imitate same. User shall never: (i) harm or (ii) unjustifiably benefit from the reputation of, the IP Rights of Green Story.
4. For greater certainty, these Terms of Service explicitly do not transfer any intellectual property rights of Green Story to User.

## **K. DISCLAIMER, RELEASE OF LIABILITY, INDEMNIFICATION**

1. USER HEREBY EXPRESSLY UNDERSTANDS AND AGREES THAT, SAVE AND EXCEPT FOR MATTERS INVOLVING GROSS NEGLIGENCE AND WILFULL MISCONDUCT,

GREEN STORY, ITS AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS WILL NOT BE LIABLE, RESPONSIBLE OR OBLIGATED IN ANY MANNER WHATSOEVER, DIRECTLY OR INDIRECTLY, FOR: (i) DELAYS, INTERRUPTIONS, FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE SERVICES; (ii) FAILURE BY GREEN STORY TO PROVIDE TECHNICAL SUPPORT; (iii) UNAUTHORIZED ACCESS TO, LOSS OF, DELETION OF, OR ALTERATION OF USER DATA OR SUPPLIER DATA; (iv) TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES; AND (v) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES IN RESPECT OF OR PERTAINING TO LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN RESPECT OF THESE TERMS OF SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, CONTRACT OR OTHERWISE.

2. To the extent not prohibited by applicable law, User hereby expressly agrees to indemnify, defend and hold harmless Green Story, its affiliates and licensors, and their respective employees, contractors, agents, shareholders, officers and directors (the “**Indemnified Parties**”) from and against any and all claims, damages, obligations, losses, liabilities, suits, settlements, judgments, costs, fines, penalties, debts and expenses (including, but not limited to, attorneys’ fees) (collectively referred to as “**Claims**”) resulting from or arising out of the:
  - i. misuse of the Services or use other than in accordance with these Terms of Service by User or its representatives or authorized individuals;
  - ii. breach of these Terms of Service by User or its representatives or authorized individuals;
  - iii. infringement or violation of any applicable laws or the rights of any third party by User or its representatives or authorized individuals;
  - iv. any content which User submits, transmits or otherwise may make available through or with respect to the Services;
  - v. all matters relating to the Account; or
  - vi. any other claims or allegations made by any third-party in respect of the Services or any Agreement between Green Story and the User governed thereby.
3. User also agrees to defend the Indemnified Parties from all Claims at User’s sole expense, with counsel reasonably acceptable to us, if so instructed by us. The Indemnified Parties shall be entitled to participate in the defense of any such Claim without waiving or reducing any of User’s obligations under these Terms of Service. User shall also indemnify the Indemnified Parties for any expenses incurred in enforcing these Terms of Service.
4. User shall be responsible for any breach of these Terms of Service by its affiliates, agents or subcontractors and will be liable as if it were User’s own breach.
5. User’s use of the Services shall be at its sole risk. The Services are provided on an ‘**as is**’ and ‘**as**

**available'** basis without any warranty or condition, express, implied or statutory.

6. Notwithstanding Green Story's use of best commercial efforts hereunder, Green Story does not warrant that:
  - i. the Services will be uninterrupted, timely, secure, or error-free;
  - ii. the results that may be obtained from the use of the Services will be accurate or reliable.;
  - iii. the quality of any products, services, information, or other materials purchased or obtained by User through or with respect to the Services will meet User's expectations, or that any errors in the Services will be corrected; or
  - iv. the Services are or will be free from viruses, or other forms of malware.
7. Green Story is not responsible for any of User's tax obligations or liabilities relating to the use of or in connection with the Services.
8. Green Story shall not be liable for any possible losses or harm that may derive from interferences, omissions, interruptions, software viruses, telephone breakdowns or disconnections in the operational functioning of the Services whether or not caused by Green Story.
9. GREEN STORY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF OR TO USER'S CUSTOMERS, CLIENTS, CONSUMERS OR ANY THIRD-PARTY DUE TO THE USE OF THE SERVICES BY USER.
10. OUR CUMULATIVE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT EQUAL TO THE FEES (EXCLUDING ANY APPLICABLE TAX) THAT USER HAS PAID TO US AND THAT RELATE TO SIX (6) MONTHS PRIOR TO THE EVENT CAUSING THE LOSS OR DAMAGE.

## **L. FORCE MAJEURE**

1. Save and except for the payment of Fees, neither party, being Green Story and User, will be liable for any default or delay in the performance of its obligations under any Agreement, including these Terms of Service, if and to the extent such default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic or pandemic or similar, explosion, war, terrorism, revolution, civil commotion, acts of public enemies, failures or delays in transportation or supply chains or public utility, closure or delay in or by financial institutions, or any act or order of Governmental Authority, or labour unrest such as strikes, slowdowns, picketing or boycotts, failure or delay of an information technology environment or any component element thereof including the Internet (each a "**Force Majeure Event**"), provided that each party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay (as applicable to it) and to recommence performance.
2. If the Force Majeure Event prevents, hinders, or delays the affected party's performance of its obligations for a continuous period of more than thirty (30) days, the party not affected by the Force Majeure Event may terminate the Services and/or any Agreement in respect thereof by giving thirty (30) days' written notice to the affected party.

## M. PRIVACY AND DATA PROTECTION

1. Green Story is firmly committed to protecting the privacy of User's personal information and the personal information of User's representatives, authorized individuals, customers and suppliers. By using the Services, User acknowledges and agrees that Green Story's collection, usage and disclosure of such personal information is governed by Green Story's privacy policy (the "**Privacy Policy**").
2. To the extent that Green Story processes personal information of User's representatives, authorized individuals, customers and suppliers as a 'data processor' or 'service provider' under certain data privacy or protection laws, including but not limited to the EU or UK General Data Protection Regulation and the California Consumer Privacy Act, Green Story's collection and use of personal information is also subject to the Green Story data processing policy (the "**Data Processing Policy**").

## N. COMPLIANCE AND GOVERNING LAW

1. Both User and Green Story agree to comply with applicable laws in relation to the provision and use of the Services.
2. These Terms of Service shall be governed by, interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the province of Ontario and the federal laws of Canada applicable therein. All disputes arising out of or in connection with these Terms of Service shall be finally and exclusively settled by the courts of province of Ontario.

## O. CHANGES

1. Green Story has the right to amend these Terms of Service from time to time at its sole and absolute discretion. Green Story will notify User of any changes to the Terms of Service by posting the updated Terms of Service on Green Story's website and revising the date of currency. It is User's sole responsibility to review the Terms of Service, as updated, and to remain informed of any changes to same. Green Story will also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including but not limited to sending an email to the Primary Email Address, informing User of the requisite changes. User's continued use of the Services following any update to the Terms of Service, or the posting of any such notice of such changes on the Green Story website, shall indicate acceptance by you of such modifications.
2. Green Story may change any and all Fees associated with the Services from time-to-time. We will provide User with thirty (30) days advanced notice prior to the effective date of any changes to the Fees by sending an email to the Primary Email Address, providing notice through the Green Story customer portal, or by similar means. The continued use of the Services by User following notice of such changes to the Fees shall be deemed as acceptance of same by User. Green Story will not be liable to User or to any third party for losses or damages pertaining to any modification, price change, suspension, or discontinuance of the Services (or any part thereof). Notwithstanding the foregoing, unless subsection O.3 applies, any changes made to the Fees shall not apply to User until the end of

its current one (1) year term.

3. Save and except for an upgrade of its then current subscription plan changed by User through its Account, any change to User's subscription plan shall require the mutual consent of the parties. User explicitly agrees to the change in Fees associated with any upgrade to its subscription plan.

## **P. GENERAL CONDITIONS**

1. **Entire Agreement:** These Terms of Service, including the Addendums, and any documents it incorporates by reference, including any Agreements entered into in relation to the Services, collectively constitute the entire agreement between User and Green Story and govern User's use of the Services and the Account, superseding any prior agreements between User and Green Story (including, but not limited to, any prior versions of the Terms of Service).
2. **Waiver:** The failure of Green Story or User to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision.
3. **Severability:** If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Terms of Service will remain in full force and effect. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of such provision) of the Terms of Service, and the Terms will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within these Terms of Service.
4. **Assignment:** Save for Green Story and its affiliates, User or anyone accessing Green Story Services pursuant to these Terms of Service, unless otherwise provided for in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms of Service. All the terms and provisions of these Terms of Service will be binding upon and inure to the benefit of the parties to these Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. Green Story will be permitted to assign its Agreement with User upon providing User with written notice of same. User will have no right to assign or otherwise transfer its Agreement with Green Story, or any of its rights or obligations thereunder or under the Terms of Service, to any third party without Green Story's prior written consent, to be given or withheld in Green Story's sole discretion.
5. **Conflict:** Unless expressly agreed to between the parties in any Agreement, in the event of any conflict or inconsistency between the provisions of any Agreement and the Terms of Service, the provisions of the Terms of Service shall prevail.

**Q. ADDENDUMS:**

The following policies, each an Addendum, and all the provisions contained therein, form part of these Terms of Service:

1. [Privacy Policy](#)
2. [Carbon Credit Policy](#)
3. [API Policy](#)
4. [Data Processing Policy](#)