

CARBON CREDIT POLICY

This Green Story Carbon Credit Policy is an Addendum to, and forms part of, the Green Story Terms of Service. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Terms of Service. Words importing the singular shall include the plural, and vice versa.

A. DEFINITIONS

1. **“Carbon Credit”** means the certified reduction or removal of one tonne of carbon dioxide equivalent (tCO₂e) from the atmosphere. As used herein, the term Carbon Credits includes Contracted Credits and Postpaid Credits,
2. **“Carbon Credit Fees”** means any and all fees payable by User to Green Story in respect of the Simplizero subscription service, or otherwise payable pursuant to the Carbon Credit Policy, including but not limited to any usage fees or processing fees, as contemplated herein.
3. **“Carbon Credit Registry”** means a standardized electronic database that is capable of executing the processes regarding the issue, holding, transfer and cancellation or retirement of Carbon Credits generated under the applicable Carbon Credit Standard, such as the Gold Standard Registry, the VERRA Registry, the CDM Registry, American Carbon Registry, CAR Registry or an International Kyoto Registry.
4. **“Carbon Offset”** means reduction or removal of emissions of carbon dioxide or other greenhouse gases made in order to compensate for emissions made elsewhere such as in manufacturing and shipping of products. Green Story measures carbon offset in grams of CO₂e per transaction.
5. **“Carbon Credit Standard”** means the standard applicable for the Carbon Credits.
6. **“Certification Body”** means any entity who is qualified and accredited to certify Projects, products, and/or units as per the applicable Carbon Credit Standard rules.
7. **“Certified Emission Reduction” or “CER”** means a unit issued pursuant to Article 12 of the Kyoto Protocol generated by a clean development mechanism (“CDM”) project.
8. **“Contracted Credit”** means a Carbon Credit that User has agreed to pre-purchase from Green Story.
9. **“Project”** means any activity or intervention that generates a positive impact, and which has been submitted to a Certification Body for review and certification.
10. **“Project Developer”** means the leading individual or entity that is involved with the development of a Project that is seeking, or has achieved, certification to a specific Carbon Credit Standard.
11. **“Postpaid Credit”** means a Carbon Credit that User has agreed to use as part of the Simplizero subscription service and will pay for at the end of the applicable period as per the Carbon Credit usage accumulated during the applicable period.

12. **"Retirement"** means the process by which a Carbon Credit is 'retired' when it is purchased for carbon offsetting purposes and subsequently cancelled or 'retired' on the applicable Carbon Credit Registry. When a Carbon Credit is 'retired' the Carbon Credit can no longer be bought or sold. Within this Carbon Credit Policy, the term 'Retirement' includes Public Retirement and Private Retirement.
13. **"Retirement Certificate"** means the certificate that is issued by the Carbon Credit Registry at the time of Retirement.
14. **"Public Retirement"** means Carbon Credits that are retired by Green Story or its partner in a Carbon Credit Registry with a public attestation statement which can be viewed online and which confirms, but is not limited to, the following details: the Carbon Credit Registry in which the cancellation has taken place, the date of cancellation, the volume of Carbon Credits, the Carbon Credit Vintage, the Carbon Credit Registry account holder, the Project ID number, and the reason for the cancellation.
15. **"Private Retirement"** means Carbon Credits that are retired by Green Story or its partner, in a Carbon Credit Registry with attestation of the retirement provided in the form of a private electronic mail or electronic communication which includes, but is not limited to, the following details: the Carbon Credit Registry in which the cancellation has taken place, the date of cancellation, the volume of Carbon Credits, the Carbon Credit Vintage, the Carbon Credit Registry account holder, the Project ID number, and the reason for the cancellation.
16. **"Vintage"** means the year in which the emission reduction underlying a Carbon Credit has occurred.
17. **"Verified Emission Reduction" or "VER"** means a unit resulting from a Project in excess of the applicable baseline equal to one metric ton of carbon dioxide equivalent and issued pursuant to the relevant Carbon Credit Standard with the exception of the CDM.
18. **"Unit Price"** means the price payable per Carbon Credit.
19. **"Simplizero"** means Green Story's carbon offsetting offering involving a monthly subscription through which users support carbon-reducing projects in order to offset their carbon emissions.

B. USING GREEN STORY'S CARBON NEUTRAL SERVICE

1. Simplizero is the carbon offsetting subscription service being made available to Green Story's Users. Green Story reserves the right to change the marketing name of Simplizero at any time in the future without notification to or the consent of User.
2. User agrees, represents and warrants that if a product sold via one of User's sales channels (for example, User's ecommerce channel) is made carbon neutral via its use of Simplizero, then such product must be carbon neutral when sold across all User's sales channels, including but not limited to, wholesale, retail, and any third-party marketplaces in order to ensure Green Story is protected from claims of greenwashing and false marketing.
3. Green Story sells Carbon Credits, in the form of Contracted Credits or Postpaid Credits to its subscribers as part of the Simplizero subscription service. Such Carbon Credits are exclusively tied to the Simplizero subscription service. When using the Simplizero subscription service, User must exclusively purchase Carbon Credits from Green Story.

4. Carbon Credits purchased via the Simplizero subscription service must be used and retired for the purpose of making User's products carbon neutral. Notwithstanding the aforementioned sentence, a maximum of 10% of all Carbon Credits purchased annually by User may be used for offsetting User's non-product related activities such as its corporate/operational footprint, but such use must be pre-approved by Green Story. Green Story may provide or withhold such pre-approval at its sole discretion.

C. PURCHASING CARBON CREDITS

1. When User purchases Carbon Credits from Green Story, User represents, warrants, agrees and understands that:
 - i. it has read the Project listing, including the Project description, before making a purchase or agreeing to use the Carbon Credits for offsetting; and
 - ii. it will submit appropriate timely payment as follows:
 - in respect of Contracted Credits: payment must be made before the Carbon Credits can be used for the purpose of carbon offsetting; and
 - in respect of Postpaid Credits: payments must be made at the end of each and every month, based on User's Carbon Credit usage in that respective month.
2. Green Story does not make any specific representations, warranties or promises, nor take any responsibility regarding: (a) the reliability, capability, or qualifications of any Project Developer, any other participant in the Project, any Certification Body or any intermediaries involved in or ancillary to any Project; or (b) any information and assessments with respect to the Project received by Green Story in good faith from third-parties, including but not limited to those persons set out in subsection (a).
3. Green Story is not responsible for the contents or reliability of information found within any third-party websites which may be linked to the Simplizero subscription service, and does not make any endorsement with respect to any of the views expressed within such third-party websites. Green Story cannot guarantee that these links will work and we have no control over the availability, or the working state of the linked third-party websites.

D. CONTRACTED CREDITS

1. Green Story is selling the Contracted Credits as part of its Simplizero subscription service. The Contracted Credits are exclusively tied to User's subscription to the Simplizero subscription service and cannot be transferred while User's subscription is active.
2. Any Contracted Credits purchased by User are non-refundable.
3. The Unit Price for Contracted Credits is as agreed upon between User and Green Story at the time of purchase, based on the specified volume of Contracted Credits purchased.

E. POSTPAID CREDITS

1. The Unit Price for Postpaid Credits shall fluctuate based on the market for same, and may change any time during any particular month. Green Story shall not be responsible for providing User with notification of any change in Unit Price.

2. Green Story does not guarantee the availability or quantity of available Postpaid Credits with respect to any Project.

F. RETIREMENT OF CARBON CREDITS

1. Green Story retires Carbon Credits monthly in the official Carbon Credit Registries based on the usage of Carbon Credits in User's account during the previous month. Carbon Credits are retired to the nearest tonne. Any residual amount from the previous month that is not retired is carried over to the subsequent month and shall be included in the Retirement process by Green Story during such subsequent month.
2. If User has Contracted Credits with Green Story for a Project involving a Public Retirement, Green Story shall proceed with the Public Retirement solely on User's behalf.
3. For Postpaid Credits, Green Story will combine User's Carbon Credit usage from the previous month with Carbon Credit usage of other subscribers and carry out a combined Retirement of Carbon Credits per Project. The Carbon Credit Retirements are publicly displayed in the official Registries. While the User's Carbon Credits will be associated with the applicable Retirement Certificate, it will not specifically include or reference User's name.
4. In the course of providing the Simplizero subscription service, User hereby acknowledges and agrees that Green Story may use third-parties to assist Green Story or otherwise deal with the Retirement of Carbon Credits on its behalf.

G. TAX DEDUCTION

1. User's purchase of Carbon Credits may be tax deductible depending on the laws of User's home jurisdiction. Green Story makes no representations or warranties, nor does it provide any advice as to whether User's purchase of Carbon Credits is tax deductible and accepts no responsibility in respect of same. User shall consult a local tax professional should it wish to determine whether such Carbon Credits are tax deductible.

H. CANCELLATION OF SERVICE

1. Upon cancellation of its Simplizero subscription service, User shall pay to Green Story, all Carbon Credit Fees as contemplated herein, or as otherwise disclosed to User by Green Story.
2. Upon cancellation of the Simplizero subscription service, User can request to transfer or retire its remaining Contracted Credits pursuant to the payment of the applicable subscription usage fee.
3. Total usage fees are calculated by multiplying: (i) the processing fee per product as per User's existing Simplizero subscription service plan at the time of cancellation, by (ii) the volume of additional products which can be made carbon neutral (the "**Volume**"). Volume is calculated by dividing: (i) the remaining Contracted Credits on the last day of User's active subscription, by (ii) the average carbon offset amount per product.

I. COPYRIGHT

1. The images and information related to each Project belong to the independent Project Developers and/or Project participants. For any Project supported via Simplizero, the written consent of Green Story is required in order for User to use the information and/or the images included in the online Project profile pages on the Simplizero website to communicate its climate action efforts to third-parties, or for any other reason. Green Story's consent may be predicated on User being required to accredit the relevant Project Developer(s) and/or Project participants. Any dispute in respect of the foregoing shall be settled directly between User and the Project Developer(s) and/or Project participants, as applicable. Green Story shall not be held liable for any loss or damage pertaining to User's use of such information and/or images, and User hereby expressly agrees to indemnify Green Story for any and all claims made against it in respect of same.

J. NON-CIRCUMVENTION

1. User hereby agrees that for a period of one (1) year after the termination of its Simplizero subscription service, User will not contract nor negotiate directly, or indirectly, with any of the Project Developer(s) or Project participants associated with any Projects which User was made aware of through its dealings with Green Story in respect of Carbon Credits, or matters ancillary thereto. This Section J shall not apply to User as it relates to any Project Developer or Project participants that User already had a genuine business relationship with prior to subscribing for the Simplizero subscription service.

K. MISCELLANEOUS

1. User acknowledges and agrees that, as it relates to reserving and retiring Carbon Credits as part of the Simplizero subscription service, Green Story may use any and all third-parties as it deems necessary, in its sole discretion, including but not limited to Carbon Credit wholesalers, Project Developers and Carbon Credit marketplaces.

2. Green Story may restrict User from purchasing Carbon Credits in the future and may take legal action against you under applicable law if you commit any fraudulent action or material breach of any obligation or restriction under this Carbon Credit Policy or any other provisions of the Terms of Service.
3. As it relates to Carbon Credits, in the event of any inconsistency between the provisions of this Addendum and any other provision found within the Terms of Service, the provisions of this Addendum shall prevail.
4. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Terms of Service shall remain in full force and effect and continue to govern the relationship between User and Green Story. If any provision of this Addendum is held to be illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.
5. For avoidance of doubt and to the extent allowed by applicable law, any and all liability arising from or with respect to this Addendum shall be governed by the relevant provisions found within the Terms of Service, including, but not limited to Section K – *Disclaimer, Release of Liability* of the Terms of Service.
6. User hereby acknowledges and agrees that Green Story may amend this Addendum from time to time by posting the relevant amended and restated Addendum on Green Story's website, and such amendments to the Addendum are effective as of the date upon which such amendment is posted. User's continued use of the Services, including the Simplizero subscription service, after the amended Addendum is posted to Green Story's website constitutes your express agreement to, and acceptance of, the amended Addendum. If User does not agree with any changes made to the Addendum, User must cancel the Services in accordance with the terms of the Terms of Service.