

Green Story Terms of Service

Contents

- 1. Interpretation and Definitions 2
- 2. Acceptance Of Terms..... 4
- 3. Accounts..... 4
- 4. Acknowledgement 5
- 5. License to Use 5
- 6. Additional Services 6
- 7. Platform Rights and Responsibilities..... 7
- 8. Payments, Terms & Renewals..... 8
- 9. Suspension And Termination 10
- 10. Confidentiality 10
- 11. Intellectual Property 11
- 12. Disclaimer, Release of Liability, Indemnification 12
- 13. Force Majeure 13
- 14. Privacy And Data Protection 13
- 15. Compliance And Governing Law 14
- 17. Changes..... 14

By signing up for an Account or by agreeing to use 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, the 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 with 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.

1. Interpretation and Definitions

1.1. Interpretation

- 1.1.1. The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.
- 1.1.2. Please refer to your Professional Services Agreement to confirm, inter alia, which entity you are contracting with, and the relevant jurisdiction. For clients without a Professional Services Agreement, the default terms are specific in this. Terms of Service.

1.2. Definition

As used in these Terms of Service:

- 1.2.1. “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, whereas “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- 1.2.2. “**Account**” means a unique account created for the user to access our services or part of our services.
- 1.2.3. “**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);
- 1.2.4. “**Company**” (referred to as either “the Company”, “We”, “Us”, “Our”, and “Green Story”)

means **GREEN STORY EUROPE B.V.**, a private limited company located at Lange Viestraat 2b 3511 BK, Utrecht, Netherlands (individually referred to as “**Green Story EU**”); unless specified in your Professional Services Agreement as:

GREEN STORY INC., in which case it means the Canadian corporation located at 130 King Street W, Suite 1885, Toronto, Ontario, M5X 1A9, Canada (individually referred to as “**Green Story Canada**”); **OR**

SIMPLIZERO SUSTAINABLE SOLUTIONS PVT LTD, in which case it means the private limited company located at 126, SWAVALAMBI NAGAR, NAGPUR, Maharashtra, India - 440022.

1.2.5. “**Confidential Information**” means any information disclosed by either party to the other party under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, Personal Information, software, facilities, equipment and operating plans). Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already rightfully in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure and discloses only so much of the Confidential Information as is required.

1.2.6. “**Country**” here refers to the **Netherlands** where Green Story BV is situated, unless the Company specified in your Professional Services Agreement is:

GREEN STORY INC., in which case Country refers to **Canada**; **OR**

SIMPLIZERO SUSTAINABLE SOLUTIONS PVT LTD, in which case Country refers to **India**.

1.2.7. “**Data Controller**” here means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

1.2.8. “**Professional Services**” means any professional, consulting or advisory services provided by Green Story to User with respect to the sustainability of User’s business;

- 1.2.9. “**Professional Services Agreement**” means where Professional Services are provided to User, such services shall be governed by a written agreement entered into by Green Story and User.
- 1.2.10. “**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;
- 1.2.11. “**Terms of Service**” (also referred to as “**Terms**”) means these Terms of Service that form the entire agreement between you and the Company regarding the use of the Service.
- 1.2.12. “**User**” (also referred to as “**You**”) 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 the same, regardless of their authority to bind the User;
- 1.2.13. “**Written Notice**” means notice provided by the 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.

2. Acceptance Of Terms

- 2.1. To obtain access to the Platform and to receive any other Service provided by Green Story, the User must register for a Green Story account through the Green Story website (the “**Account**”). Upon registering for an Account, or by signing a Professional Services Agreement, the User expressly and irrevocably accepts and agrees to these Terms of Service and any Addendums made thereto.
- 2.2. 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.

3. Accounts

3.1. Account Owner

- 3.1.1. 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.
- 3.1.2. Any individual signing up for an Account on behalf of the User, must use the employer-issued email address provided to them by the User and, by using such email address to establish an Account, represents and warrants that they have the authority to bind the User.

3.1.3. Each Account can only be associated with one Account Owner. An Account Owner may have multiple Green Story Accounts.

4. Acknowledgement

- 4.1. 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.
- 4.2. 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**”)
- 4.3. It is expressly acknowledged that User owns all rights, titles and interests 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 rights, titles and interests in the results of any calculations determined by the Platform based on its use of User Data.
- 4.4. It is expressly acknowledged that the User’s suppliers own all rights, titles, and interests in the Supplier Data, and notwithstanding their input into the Platform and their use with respect to the Services, the User’s suppliers will remain the owner of the Supplier Data.

5. License to Use

- 5.1. 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**”).
- 5.2. 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 rights and authority to provide Green Story with same in respect of the Data Use Rights. The Parties hereby expressly agree to indemnify each other for any loss or damage it may incur based on its use of any Supplier Data provided to Green Story by User, or vice-versa, condition precedent that Green Story took made all reasonable efforts for the safe storage and use of such data.
- 5.3. 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.

6. Additional Services

6.1. Carbon Credit Services

- 6.1.1. In addition to these Terms of Service generally applying to the Services, the Green Story carbon credit policy (the "**Carbon Credit Policy**") shall specifically apply to the User's access to and use of the carbon credit services (the "**Carbon Credit Services**"). Notwithstanding the foregoing, if the User is not provided with Carbon Credit Services, the terms of the Carbon Credit Policy shall not apply to the User's contractual arrangement with Green Story.
- 6.1.2. We reserve the right to provide carbon credits from an equivalent carbon offsetting or carbon reduction project to the carbon project(s) originally specified or discussed with you "Carbon Project", at our sole discretion.
- 6.1.3. For clients selecting specific carbon credit projects, we will allocate the requested credits from our inventory. Green Story can substitute equivalent carbon credits at its sole discretion at any time with prior notification to client. This policy is effective from December 1, 2024.

6.2. Professional Services

- 6.2.1. 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.
- 6.2.2. 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.
- 6.2.3. 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.
- 6.2.4. 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 .

7. Platform Rights and Responsibilities

7.1. Ownership and Rights to Access and/or Use the Services:

- 7.1.1. User shall only use the Services solely for its own internal use and for lawful business purposes.
- 7.1.2. Green Story reserves the right to provide its Services to any other parties, including any of User's direct or indirect competitors, and makes no representation, warranty, or promise of exclusivity to User.
- 7.1.3. User expressly agrees that Green Story is entitled to:
 - 7.1.3.1. Identify the User as a customer of Green Story.
 - 7.1.3.2. Use User's Trademarks in Green Story's advertising and marketing materials (including its website, case studies, and press releases) solely in connection with such identification.
 - 7.1.3.3. The 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.

7.2. Conduct on the Platform

- 7.2.1. 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.
- 7.2.2. While using Green Story Services, User expressly agrees not to do any of the following:
 - 7.2.2.1. Violate:
 - 7.2.2.1.1. Any laws in the User's governing jurisdiction (including but not limited to copyright laws).
 - 7.2.2.1.2. The laws applicable to User in the jurisdictions of any of its customers, clients, vendors, or suppliers.
 - 7.2.2.1.3. The laws of the Province of Ontario and the federal laws of Canada as applicable therein.
 - 7.2.2.1.4. Any applicable laws of the EU, and
 - 7.2.2.1.5. Any third-party rights under any Agreement or otherwise under these Terms of Service (Notwithstanding the foregoing, compliance with any laws in User's governing jurisdiction that would breach or conflict with any applicable laws in any other jurisdiction will not be considered a breach under these Terms of Service.)
- 7.2.3. Transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability or otherwise violate any applicable law.
- 7.2.4. Upload or distribute any virus, trojan horse, time bomb, or other malicious code or technologies that may:

- 7.2.4.1. Damage, interfere with, or harm our Services.
- 7.2.4.2. Interfere with the operation of the Services.
- 7.2.4.3. Harm the interests or property of Green Story or those other persons to which it provides its Services.
- 7.2.5. Use the Services to send any altered, deceptive, or false source-identifying information.
- 7.2.6. 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 the immediate termination of User's access to any of the Services.
- 7.2.7. Green Story reserves the right to seek any and all legal sanctions permissible by law in respect of any violations of this subsection 7.2. of this section.

8. Payments, Terms & Renewals

8.1. Terms

- 8.1.1. 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.
- 8.1.2. 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").
- 8.1.3. Unless otherwise set out in an Agreement, or otherwise separately agreed upon in writing, after the expiry of the Initial Term, User's access to and use of the Services shall be renewed after User's consent for successive one (1) year period unless User has provided Green Story with a Written Notice.

8.2. Cancellation

- 8.2.1. Should the User wish not to renew for the next successive one (1) year period, the User shall provide Green Story with Written Notice of its intent not to renew the Services thirty (30) days prior to the end of the Initial Term, or the then-current subscriptions shall continue without any intimation from Green Story.

8.3. Plans, Fees, Payment and Taxes

- 8.3.1. In these Terms of Service:
 - 8.3.1.1. "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:

- 8.3.1.1.1. (i) **Subscription Fees:** It 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;;
 - 8.3.1.1.2. (ii) **Overage Fees:** It shall mean applicable fees relating to additional sales units processed beyond the limits, as associated with User’s chosen subscription plan;
 - 8.3.1.1.3. (iii) **any Carbon Credit Fees:** It shall have the meaning as set out in the Carbon Credit Policy.; and
 - 8.3.1.1.4. (iv) **any other sustainable project contributions and other fees associated with the Services (the “Additional Fees”);**
- 8.3.2. **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.
- 8.3.3. **Payment Method:** The 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 the User’s Account. Unless otherwise indicated, all Fees and other charges and all payments made by User shall be in Euros (EUR), unless agreed in writing otherwise, unless the Company specified in your Professional Services Agreement is:
- GREEN STORY INC., in which case the payment should be in USD (USD); OR
- SIMPLIZERO SUSTAINABLE SOLUTIONS PVT LTD, in which case the payment should be in Indian Rupee (INR).
- 8.3.4. **Taxes:** the User will be responsible for any and all taxes payable in relation to the Fees. The Fees quoted by Us are the gross amounts to be paid by You to Green Story, without any deductions for taxation.

8.4. **Subscription Fees:**

- 8.4.1. 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”).
- 8.4.2. All of the subscription plans offered by us have the option to be billed monthly or annually.
- 8.4.3. All Green Story subscription plans are tied to an annual term. The applicable Subscription Fee pertaining to the User’s subscription plan will remain fixed during the then-current one (1) year period unless the User upgrades its subscription plan.
- 8.4.4. If Green Story is not able to process payment of any Fees using the User’s preferred Authorized Payment Method, Green Story 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 the User has not remedied its outstanding payment obligations within fourteen (14) days of Green Story's initial attempt to process payment, Green Story may suspend, revoke access to, or cancel the Services. Access to the Services may only be restored upon payment of any Fees then outstanding.

8.5. Consultation Fees:

8.5.1. For the purpose of payment of consultation fees, fifty (50) per cent of the amount shall be paid in advance of the commencement of the consultation service provided by Green Story.

8.6. Overdue Invoices

8.6.1. 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, the 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).

8.6.2. Green Story may withhold or restrict Services to You in relation to any overdue invoices. Under such circumstances the Invoices remain payable and any outstanding contract will continue and incur Fees in accordance with this Terms of Service.

8.7. International Payments:

8.7.1. All clients should make payments directly to their counterparty listed in the Professional Services Agreement, subject to section 1.2.4.

9. Suspension And Termination

9.1. We may terminate or suspend User's access to our Services (including access to its Account) with 30 days notice period, in whole or in part, at any time, , and without liability, in our sole discretion, for any non-compliance with the provisions of these Terms of Service.

10. Confidentiality

10.1. **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.

10.2. **Non-Disclosure:** Each party covenants and agrees that it shall:

- 10.2.1. not disclose any Confidential Information to any person or entity without the express prior written authorization of the other party; and
- 10.2.2. not use any Confidential Information for any purpose whatsoever other than strictly in connection with the Services.

10.3. **Permitted Disclosures:** Notwithstanding subsection 10.2. of this Section, either party may disclose the other party's Confidential Information to:

- 10.3.1. 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
- 10.3.2. 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.

10.4. **Exceptions:** The provisions of this Section I shall not apply to any Confidential Information that:

- 10.4.1. 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);
- 10.4.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- 10.4.3. 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
- 10.4.4. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

11. Intellectual Property

11.1. 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 neighbouring rights. User acknowledges that it has no right to or in respect of such IP Rights and no license to use such IP Rights has been provided by Green Story to User, except as may be explicitly set out in these Terms of Service.

11.2. 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.

11.3. 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.

11.4. For greater certainty, these Terms of Service explicitly do not transfer any intellectual property rights of Green Story to User.

12. Disclaimer, Release of Liability, Indemnification

12.1. 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:

12.1.1. misuse of the Services or use other than in accordance with these Terms of Service by User or its representatives or authorized individuals;

12.1.2. breach of these Terms of Service by User or its representatives or authorized individuals;

12.1.3. infringement or violation of any applicable laws or the rights of any third party by User or its representatives or authorized individuals;

12.1.4. any content which User submits, transmits or otherwise may make available through or with respect to the Services;

12.1.5. all matters relating to the Account; or

12.1.6. 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.

13. Force Majeure

- 13.1. 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.
- 13.2. 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.

14. Privacy And Data Protection

- 14.1. Green Story obtains all the data, including personal data, only from the User and does not collect any of the data by itself. By submitting the data to Green Story, you assure us that you have read our Privacy Policy and have all the rights to provide the personal data and that the personal data was collected in accordance with all applicable laws, including, but not limiting the General Data Protection Regulation (EU GDPR) (the “GDPR”).
- 14.2. In order for us to provide our Services, you agree that we may process, transfer, and store the information you submitted to us. By signing up and start using Green Story you grant us that you:
- 14.2.1. Are fully GDPR compliant and you understand that the Company is only the processor or sub-processor of the personal data you provided;
 - 14.2.2. have the consent to use or submit us any personal data (your user agreed you share his personal data);
 - 14.2.3. provided the adequate protection of your user personal data;
 - 14.2.4. submitted personal data which is not excessive and is required by us;
- 14.3. Green Story is firmly committed to protecting the privacy of your personal information and the personal information of your representatives, authorized individuals, customers and suppliers. By using the Services, you acknowledge 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”).
- 14.4. 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 General Data Protection Regulation for EU or UK and the California Consumer Privacy Act and relevant State laws for Canada and USA Users,

Green Story's collection and use of personal information is also subject to the Green Story data processing policy (the "Data Processing Policy").

- 14.5. In case your account is cancelled or terminated the User data shall be removed as per [Article 5](#) of the General Data Protection Regulations (GDPR). Except if the User Data is collected for scientific or historical research, or for purposes that are in the public interest, in such case, Green Story can hold the information according to the rules provided in Article 5 of GDPR.

15. Compliance And Governing Law

- 15.1. Both User and Green Story agree to comply with applicable laws in relation to the provision and use of the Services.
- 15.2. 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 Country.
- 15.3. All disputes arising out of or in connection with these Terms of Service shall be finally and exclusively settled by the courts of the Country.

16. Dispute Resolution

- 16.1. If any dispute arises regarding the Services of the Company the User agrees to resolve the dispute amicably by contacting Green Story through a written notice of or by your claim (the "Notice") to the Green Story by email at connect@greenstory.io or a certified mail addressed to Lange Viestraat 2b 3511 BK, Utrecht, Netherlands.
- 16.2. If the dispute is not resolved in 30 days after the first interaction between the User and Green Story regarding the Notice, the User can opt for arbitration proceedings for the resolution of the dispute.
- 16.3. The User accepts that dispute arising out of these Terms of Services shall be resolved by arbitration in the Country in accordance with its rules. The number of arbitrators shall be 1 (one). The venue of arbitration shall be decided by Us. The language of the arbitration shall be English.

17. Changes

- 17.1. Green Story may change any and all Fees associated with the Services from time to time. We will provide the 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.
- 17.2. 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 the 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 17.3 applies, any changes made to the Fees shall not apply to the User until the end of its current one (1) year term.

17.3. 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. The User explicitly agrees to the change in Fees associated with any upgrade to its subscription plan.