

Terms of Use

The present Terms of Use govern the User's access and use of the Services offered by Greenomy. The purpose of these Terms of Use is to inform the User of Greenomy's rights and obligations towards every User of the Platform and the limits of User's rights in connection with the use of the Platform.

1. Acceptance and Modification of Terms

1.1 Acceptance of terms.

The use of the Platform is subject to the User's acceptance of these Terms of Use. The User acknowledges that it is authorised by a Client and/or End Client to use the Services and that it has read, understood and agrees to be bound by these Terms of Use. If this is not or no longer the case, the User must refrain from opening a User Account or immediately stop using the Services and cancel the User's account. If a natural person accepts these Terms of Use on behalf of a company or legal entity, the Client and/or End Client warrants that such person has the authority to do so.

1.2 Modifications of terms.

Greenomy reserves the right to update these Terms of Use from time to time, at its sole discretion, by providing a 14-day notice, either by Platform notice, email or any other form of communication. If the User does not agree with the changes, the User must stop using the Services and cancel the Client and/or End-Client subscription within 14 days following such notification. The User understands and agrees that its continued use of the Services past those 14 days constitutes an acceptance of those changes.

2. Use of the Services

2.1 Access right.

Subject to the terms, limits and conditions following which the Client and/or End Client is authorised by Greenomy or the Entity to use the Platform, the User is granted a limited, revocable, non-exclusive, non-transferable and non-assignable right to access and use the Platform for lawful business purposes only. Each User Account is connected to a Client and/or an End Client and may only be used by its designated User. Each User is responsible for keeping its login information (i.e., username and password) secure and for keeping the information up to date and complete. Each Client and/or End Client can manage its User Accounts via the Admin User. The Client and/or End Client is responsible for the activities conducted under its User Accounts.

2.2 Responsibilities.

The User shall (i) comply at all times with these Terms of Use, any documentation related to the Platform and all applicable laws and regulations, (ii) ensure it has appropriate infrastructure to access and use the Services, (iii) be responsible for the legality and accuracy of any data the User provides in connection with the Platform, (iv) promptly notify Greenomy and/or the Entity if the User discovers any security breach or any unauthorised use of a User Account or login data and take all appropriate measures to prevent unauthorised access or use of the Platform, and (v) implement sufficient procedures and checkpoints to satisfy the Client and/or End Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining means external to the Platform for any reconstruction of any lost data.

2.3 Use Restrictions.

The Client and/or End Client shall not and shall ensure its Users shall not: (i) modify, translate or adapt the Platform for any purpose nor arrange or create derivative works based on the Platform; (ii) decompile, reverse-engineer or disassemble the Platform or any part of it or otherwise attempt to discover the source code, underlying structure or algorithms relevant to the Platform; (iii) copy any of the components of the Platform (including any software associated to it) in any way to create a software that is functionally equivalent to the Platform or any part thereof; (iv) transfer, dispose of, grant as a right to access, lease, or distribute any of the components of the Platform (including any software associated to it) or documentation in any way to third parties; (v) merge or integrate the Platform or any component thereof into any other programs without an express prior written agreement with Greenomy detailing the limits, conditions and compensation of such integration; (vi) remove, obscure, or alter proprietary rights notices of Greenomy or its licensors (including trademarks and copyrights notices) which may be affixed to or contained within the Platform, (vii) provide access to the Services to an individual associated with a Greenomy Competitor; or (viii) extract information from the Services in furtherance of competing with Greenomy.

3. Marketing and Testimonials

3.1 Testimonials.

The Client and/or End Client agrees to be contacted for testimonials about its experience with the Platform, which Greenomy may post online (Website, social media platforms, etc.) and use in its marketing materials.

3.2 Use of logo.

In addition, Greenomy may request the Client and/or End Client's authorisation to display Client and/or End Client's name and logo on its Website and for general marketing purposes. This authorisation cannot be unreasonably withheld. The Client and/or End Client may revoke this authorisation at any time by email request to marketing@greenomy.io.

4. Data

4.1 Raw Data.

The Services allows the User to upload, submit, store, send Raw Data from the Client and/or End Client and, as the case may be, access Raw Data from other Clients or End Clients using the Platform.

The Client and/or End Client retains the ownership of such Raw Data. When submitting Raw Data on the Platform for the purpose of generating the Output, the User warrants and represents that it is either the owner of the Raw Data or holds a valid permission to use and submit such Raw Data from its owner.

The User grants to Greenomy a non-exclusive, worldwide, royalty-free licence to host, copy, use, display, transmit, analyse, and model Raw Data as appropriate for Greenomy to provide and ensure proper operation of the Services to the Client and/or End Client.

4.2 Output.

The Client and/or End Client retains the ownership of any Output that is generated by the Platform.

4.3 Aggregated Data.

The User understands and accepts that Greenomy and its partners may create Aggregated Data for benchmarking purposes from the Raw Data and Output they have received access pursuant to Section 4.5 below. These data sets do not allow (directly or by inference) the re-identification of any data subject as the source of such data. During and after the Term, Greenomy may use, reproduce, sell, share, transfer or otherwise exploit the Aggregated Data in any way, without any restriction, in its sole discretion.

4.4 User Experience Data.

During the performance of the Agreement, Greenomy may receive User experience data for the purposes of improving the overall user experience on the Platform, developing new functionalities and improving the quality of Services in general, it being understood that such use shall be internal only.

4.5 Access and disclosure of Raw Data and Output.

For the avoidance of doubt, Section 4.5 does not apply to the temporary subscription to the Platform aimed at evaluating the Services prior to entering into a full subscription nor the Impact Scoring Platform which is subject to specific provisions in Annex 1. The Admin User, at its sole discretion, may choose via the sharing options provided on the Platform to make available to current and future Greenomy clients and partners:

- i. the Raw Data pertaining to the Client and/or End Client;
- ii. and/or the Output pertaining to the Client and/or End Client.

In the event that the Admin User decides not share its Raw Data and/or Output, the Admin User acknowledges that Clients may still request access to such information. The Admin User retains the discretion to accept or decline such requests through the request management system on the Platform. In the event that the Admin User chooses to share its Raw Data and/or Output within the Platform, the Client and/or End Client hereby grants Greenomy and its partners an unrestricted license to use such information. The Client and/or End Client may withdraw this licence at any moment through the Admin User and the sharing options provided on the Platform, upon which Greenomy will ensure the Raw Data and/or Output is no longer accessible to Greenomy Clients, Greenomy and its partners.

The Admin User warrants and represents that it is authorised by the Client and/or End Client to grant the usage rights detailed in Section 4.5, if applicable, and that such grant of rights neither violates applicable law nor infringes the rights of third parties.

4.6 Third-party data provider.

The End Client is aware that Raw Data and Output as defined in this Section 4 and the rights detailed here above do not include the data from third-party data providers to which the Client and/or End Client may choose to obtain access on the Platform through the purchase of data licences directly to such third-party data providers. The access to third-party providers' data by the User is not part of the Agreement and is governed exclusively between third-party data providers and the Client and/or End Client.

5. Intellectual Property

5.1 Intellectual Property Right.

Subject to the limited rights expressly granted hereunder, Greenomy reserves all of its rights, titles and interests in and to the Services and the Platform, including all of their related Intellectual Property Rights. Any customisation, as the case may be, requested by the Client and/or End Client shall be incorporated to the Services and Platform and Greenomy's Intellectual Property Rights. Nothing contained in the Terms of Use shall be construed as granting the User any licence or right to make commercial use of any Intellectual Property of Greenomy.

6. Confidential Information

6.1 Confidentiality.

Each party (the "Receiving Party") shall keep any Confidential Information of the other Party (the "Discloser") secret and confidential and shall not disclose without the Discloser's prior written consent, intentionally or unintentionally, any part of that Confidential Information to any third party. The Receiving Party shall not (without the Discloser's prior written consent) use the Confidential Information, except for the exclusive purpose of performing its obligations under the Agreement or receiving the benefit of its rights under the Agreement.

6.2 Disclosures.

Disclosure of Confidential Information to third parties is allowed when legally required or when agreed upon by the parties. The Client and/or End Client acknowledges and accepts that Greenomy may display on the search bar tool of its Platform the corporate name of Clients and End Clients that are registered on the Company Portal to financial institutions that are clients of Greenomy.

This display is intended to facilitate data-sharing requests as outlined in Section 4.5, enabling financial institutions to identify and request access to Raw Data and/or Output pertaining to the Client and/or End Client.

7. Warranties and Disclaimers

7.1 Greenomy warranties.

Greenomy represents and warrants that it holds all Intellectual Property Rights necessary for the provision of the Services and as such, that it has acquired or has entered into agreements, assignments of rights or licences with any third parties who may hold rights to all or part of the elements comprising the Platform for End Client to use the latter. Greenomy represents and warrants that it maintains industry

standard level of administrative, technical and physical safeguards designed to protect the information End Client provides against accidental, unlawful or unauthorised destruction, loss, alteration, access, disclosure or use.

7.2 Warranty Disclaimer.

Save as expressly and specifically provided in these Terms of Use, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms of Use. In particular, the Client is informed that Greenomy makes no representation or warranty: (i) as to the accuracy, reliability, timeliness or completeness of the reports generated or of the Output. Any downloading, reliance on or use of such content by the User or any third party will be at their own risk; (ii) that the Services will be uninterrupted or error-free, or defects will be corrected or that the Platform is free of viruses or other harmful components; (iii) as to any results from the use of the Services and shall only be held to an obligation to use best endeavours; (iv) that Raw Data, or the use thereof, will not infringe rights of third parties.

8. Liability

8.1 Exclusions.

In no event shall Greenomy be liable to the Client and/or End Client or any third party for losses, damages, liabilities, claims and expenses of whatever kind (including without limitation reasonable attorneys' fees) arising out of (i) the improper use or misuse of the Services by the User, (ii) misappropriation or unauthorised use of Raw Data or Output by the User, (iii) breach of any representations, warranties, and covenants by the User, or (iv) any unlawful, fraudulent, harassing, libellous, or obscene content provided by the User to the Platform.

9. Protection of Personal Data

9.1 Data Protection.

For the good performance of the Platform and associated services, the User is aware that Greenomy will require the User to share certain limited Personal Data. Such handling of Personal Data by Greenomy will be done in accordance with the GDPR as well as Greenomy's privacy policy, which can be viewed by clicking on the following link: <https://greenomy.io/privacy-policy>.

10. Suspension and Expiration

10.1 Suspension.

In the event of a breach of these Terms of Use by any User, Greenomy reserves the right to take the appropriate measures, including but not limited to the suspension of the User Account, suspension of the Services, termination of the Form, and seeking judicial remedies.

10.2 Expiration.

Upon expiration of the Client and/or End Client's right to access the Platform no matter the reason, all User Accounts will be deactivated, making the Platform unavailable and any data on it inaccessible.

11. Final Provisions

11.1 Applicable law & jurisdiction.

These Terms of Use shall be governed exclusively by the laws of Belgium. Disputes arising in connection with these Terms of Use shall be settled by the courts of Brussels, Belgium.

11.2 Validity.

If any provision of these Terms of Use is held to be unlawful, invalid or otherwise unenforceable for any reason whatsoever, it shall be deemed severed from the Terms of Use and shall not affect the validity, legality and enforceability of the remaining provisions. To the maximum extent permitted by applicable law, the unlawful, invalid or unenforceable provision shall be amended to achieve as closely as possible the intention of the original term.

11.3 Assignment.

The Client and/or End Client may not assign or transfer in any other manner any of the Client and/or End Client rights or obligations under these Terms of Use, either in whole or in part, to a third party.

11.4 Definitions.

All capitalised terms herein shall have the meaning ascribed to them in this Section. The capitalised terms not defined in this section shall have the meaning ascribed to them in the [General Terms and Conditions](#).

a. "**Admin User**" means the User designated by the Client and/or End Client to administer the Platform.

b. **“Agreement”** means (i) the contractual agreement between the Client and Greenomy, or (ii) the contractual agreement between the End Client and the Entity.

c. **“Entity”** means (i) the financial institution and/or company authorised by Greenomy to invite an End Client to register on the Platform, or (ii) the Greenomy partner authorised by Greenomy to resell subscriptions to the Platform to an End Client. In both cases, Greenomy is not in direct contractual relation with such End Clients that are using the Platform.

d. **“End Client”** means, (i) the company invited by an Entity to register to the Platform, or (ii) the company purchasing a subscription to the Platform from an Entity reselling subscriptions to the Platform.

e. **“Term”** means the period during which the Client and/or End Client is authorised to use the Platform.

f. **“User”** means any employee, contractor, agent, or representative of the Client and/or End Client of Greenomy to whom credentials have been granted to access and use the Services.

g. **“User Account”** means an individual account assigned to Users by the Client and/or End Client protected with a unique password and allowing access to and actions on the Platform.

Annex 1 - Impact Scoring Platform-Specific Provisions

The Impact Scoring Platform-specific provisions below only apply to Users of the Impact Scoring Platform, and replace the equivalent provision in the Terms of Use.

4.3. Aggregated Data

The User understands and accepts that Greenomy may create Aggregated Data for benchmarking purposes from the Raw Data and Output it receives and from the use, performance and operation on the Impact Scoring Platform. These data sets do not allow (directly or by inference) the re-identification of any data subject as the source of such data. During and after the Term, Greenomy may use, reproduce, sell, share, transfer or otherwise exploit the Aggregated Data in any way, without any restriction, in its sole discretion.

4.5. Access of Raw Data and Output

Before submitting the Raw Data on the Impact Scoring Platform, the Admin User shall receive a formal notification indicating that both the Raw Data and the Output will be shared on the Impact Scoring

Platform upon submission. Consequently, this information will be accessible to Entities who have a legitimate business interest in accessing the Raw Data and Output (e.g., current or prospective investors, lenders or corporate clients of the Client) for ESG screening purposes. By proceeding with the submission, the End Client hereby grants Greenomy and these Entities on the Impact Scoring Platform an unrestricted license to access and use such information.

Any Entity accessing the Raw Data and Output of End Clients represents and warrants that it has a legitimate business interest in doing so and will use the information solely for ESG screening purposes.

Additionally, Greenomy may provide access to the Raw Data and Output to individuals or entities conducting academic and/or non-commercial research, provided that any resulting reports, presentations, websites, or other publications do not personally identify the Client.