

General Terms and Conditions - CO2.CAPITAL AG, Liechtenstein

PLEASE READ THESE GENERAL TERMS AND CONDITIONS ('TERMS') CAREFULLY AND THOROUGHLY AND ENSURE YOU UNDERSTAND THEM BEFORE ACCESSING OR USING OUR SERVICES. WHEN OPENING AN ACCOUNT ON OUR WEBSITE, YOU ARE INVITED TO AGREE TO THESE TERMS. BY CLICKING ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY AND ALL TERMS INCORPORATED BY REFERENCE.

I. General provisions

1. Risk Warning

- (1) Purchasing and investing in digital assets incurs risks which are not inherent in managing traditional financial instruments and other assets. By using our services, you acknowledge and agree that:
 - (a) You are aware of the risks associated with transacting in digital assets;
 - (b) You assume all risks with respect to your use of our services;
 - (c) CO2CAP is not responsible for or liable for any such risks or adverse outcomes.
- (2) We do not trade, offer, or hold ourselves out as providing assistance in relation to financial instruments, and the digital assets held by us are not protected by any investor compensation scheme under Liechtenstein law.
- (3) We are not qualified or authorized to give any advice, and we strongly suggest you consider obtaining advice from your professional adviser on any investments you make in digital assets.

2. Terms

- (1) These Terms govern the relationship between you and your use of the goods and services (i.e., Carbon Emissions Offset, Consulting, Solutions) provided by CO2.CAPITAL AG, Austrasse 14, FL-9495 Triesen, Fürstentum, Liechtenstein ('CO2CAP' or 'we'). These Terms also apply to all future business transactions between you and us insofar as they are transactions of a similar nature.
- (2) The provisions in Part II of these Terms apply specifically to our 'Offset' services.
- (3) You are invited to agree to these Terms and our Privacy Policy before registering as a user on our website. When you click on 'I agree to the Terms and Conditions, and I have read the Privacy Policy' or similar prompt when registering a user account, these Terms become a legally binding agreement between you and us.



- (4) By subsequently using our website and services, you further acknowledge that you have read, understood, and agree to be bound by and comply with these Terms and the Privacy Policy in their latest version, as they may be amended from time to time by us, as well as with all applicable laws and regulations.
- (5) If you do not agree with these Terms or our Privacy Policy, you should refrain from using our website and our services.
- (6) These Terms shall apply on an exclusive basis. Unless one of our managing directors or other authorized signatories agrees in writing, where a conflict arises between these Terms as amended from time to time and any other contractual terms, including, but not limited to, alternative terms and conditions of purchase on which you purchase goods and services, these Terms shall prevail, even where we have knowledge of such alternative terms and conditions.
- (7) In the case of any discrepancy between these Terms and our Privacy Policy, these Terms shall prevail.
- (8) By registering as a user on our website, you represent and warrant that you have read, understood, and accept these Terms and our Privacy Policy and that you are 18 years of age or older.
- (9) If you create an order for an end customer or other third party, this does not result in a separate contractual relationship between CO2CAP and that end customer/third party. Unless otherwise expressly agreed, we shall provide our services exclusively to you, as the counterparty to the contract with us and pursuant to these Terms. Accordingly, CO2 Offset orders shall be invoiced exclusively between us and you.
- (10) You agree to not use our website or services for any unlawful, abusive, or fraudulent activity.

3. Website and software services

- (1) CO2CAP provides a powerful one-stop-shop website that you can use to access our services and products. As part of the registration process, you will be required to comply with our anti-money laundering and counter-terrorist financing ('AML/CTF') checks. You authorize us, or a third-party service provider, to take any measures deemed necessary to verify and authenticate your identity, confirm the information you submit and to take any action we deem necessary based on the results of our investigations.
- (2) By registering on our website, you hereby agree to:
 - (a) Provide true, accurate and complete information when opening a user account;
 - (b) Maintain and promptly update the information you have provided to us to ensure it remains true, accurate, actual and complete at all times while you are a user;



- (c) Maintain the security and confidentiality of your user account by protecting your login credentials from unauthorized access or use;
- (d) Promptly notify us if you discover or suspect any unauthorized access or use of your user account or any security breaches related to your user account;
- (e) Be fully responsible for all activities that occur under your user account and any action that takes place through your user account, and accept all risks of any authorized or unauthorized access to your user account;
- (f) Not impersonate anybody by opening a false user account;
- (g) Not use robots, scrapers, or other tools to open a user account or extract personal data or information from our website.
- (3) If and when you pass our AML/CTF checks, you will have access via our website to your own CO2CAP Wallet that is held on a secured third-party Network. The Wallet will store and archive all your trades and offsets history, providing full transparency and traceability. Part II of these Terms sets out further provisions regarding our Offset services.
- (4) When logging in to your user account on our website, you will be required to enter your login ID and password and comply with such other security procedures as we may implement from time to time, such as 2FA.
- (5) You are solely responsible for maintaining the security and confidentiality of your login credentials and 2FA. You agree not to disclose your login credentials to any third party.
- (6) To the fullest extent permitted by applicable law, we will not be liable for any loss that you may incur as a result of a third party accessing your user account, whether with or without your knowledge.
- (7) We do not guarantee uninterrupted availability of the software supporting our website. In the event of interruptions to availability for reasons for which we are responsible, we will make technically and economically reasonable efforts to restore availability in a timely manner. It is anticipated, and you can reasonably expect, that our software might be unavailable or deficient for up to a total of five full days per contract year. You agree that we shall not be held liable for any losses arising from any defects that already existed at the time the agreement between us and you was concluded.
- (8) We are entitled to take appropriate technical measures to protect against non-contractual use of our website and software. Such measures are intended to minimize the existence and effect of defects of our website and software.
- (9) We have the right to revoke your access to our website and software and/or terminate our contract if your use significantly deviates from the permitted use or violates rules intended to protect against unauthorized use. In this context, we may interrupt or block access to the contracted services. We will generally exercise our discretion to grant you a



reasonable grace period to remedy the relevant issue first. Revocation of access shall not automatically result in the termination of the contract between us and you. We may only withdraw access without notice for a reasonable period of not more than 90 days.

- (10) You have the right to regain access to our software and website after you prove to our satisfaction that you have permanently stopped use in violation of the agreement.
- (11) For the sake of clarity, you shall no longer be entitled to use or access our software or website following the termination of the contract between you and us.
- (12) You may not transfer, lease, license, assign or sell your user account (or any use thereof) to a third party without our prior consent.

4. Execution of transactions and cooperation obligations

- (1) The scope and nature of the services we provide are defined by the relevant signed or online offer in conjunction with the scope of work associated with such offer. Changes to such scope and nature can only be made by way of written agreement between us and you.
- (2) Our obligation to execute transactions is subject to your compliance with your contractual obligations.
- (3) We are entitled to subcontract with affiliated partners and subcontractors.

5. Transaction execution deadlines, default and liability for default

- (1) Transaction execution dates stated in the contract are usually approximate unless they are expressly indicated as fixed and binding in the contract. In all cases, CO2CAP has no liability for any consequences, including losses, arising from its failure to comply with a transaction execution deadline, even after following a first reminder by you of the same.
- (2) Adherence to fixed transaction execution dates presupposes the agreed or, depending on the type of service, reasonably expected timely, cooperation and delivery of documents and information by you. If the preceding requirements are not satisfied in time, the period of time for transaction execution will be extended accordingly. You shall bear any additional costs resulting from the fact that work must be repeated or is late owing to delay, incorrect or incomplete information, or deficient cooperation on your part.
- (3) If failure to comply with applicable deadlines is caused by a force majeure event, the deadlines shall be extended accordingly. 'Force majeure' means the occurrence of an event or circumstance which prevents one party from performing one or more of its contractual obligations under the contract if and to the extent that the party affected by the impediment may show that such impediment is beyond its reasonable control, that it could not reasonably have been foreseen at the time the contract was



concluded and that the consequences of the impediment could not reasonably have been avoided or overcome by the party affected.

6. Payment, taxes, and liability for late payment

- (1) The payment for supplies of goods and services by CO2CAP is specific to each individual order made by you. All prices are usually quoted in Euros (€) and might be subject to applicable value added tax. Any withholding taxes, import duties, levies and customs duties that may be levied for services provided by us are to be borne by you. If you are legally obliged to deduct or withhold taxes from payment payable under these Terms, such payment payable hereunder must be increased in such a way that, after all necessary deductions and/or withholdings have been made, we will receive an amount corresponding to the amount that we would have received had such deductions or withholdings not been applied.
- (2) Expenses and travel costs are not included in the payment payable to us and will be invoiced separately.
- (3) Unless otherwise agreed, technical support and advice will be invoiced separately.
- (4) Invoices are to be paid by bank transfer to the account indicated in the invoice. Invoices from CO2CAP are due for payment in full no later than 15 working days after the invoice date. We are entitled to apply payments you make against older outstanding amounts due from you.
- (5) Where several CO2 Offset orders have been executed in the same month, they shall generally be invoiced together for that month. CO2CAP has the right to deviate from this approach at its own discretion and to issue separate invoices in the event of very low (under € 50) or very high order values. In any event, a statement of account will be available in December of each year at the latest.
- (6) Interest at the statutory rate under Liechtenstein law shall be charged on all outstanding amounts if you are late in making a payment due to us.
- (7) If, despite reminders, you are in default with regard to significant payment amounts, or if circumstances arise which noticeably affect your creditworthiness (e.g. application for the commencement of insolvency proceedings), we are entitled to temporarily suspend any further services to you to which we had committed ourself, to declare all outstanding payments to us to be immediately payable and to provide further services only in exchange for advance payment or the provision of security by you.

7. Intellectual property

- (1) All intellectual property rights to CO2CAP's goods and services are retained by us. This applies to software, know-how, written or electronic information material, blockchain data, marketing documents, logos, labels and media-related data products and all other value created by us.
- (2) Your right of use of our intellectual property shall be governed exclusively



- by the written agreement between us and you and shall be subject to these Terms.
- (3) You may not remove or change any copyright notices, serial numbers or other features intended to identify specific blockchain data or software.

8. General liability for compensation

- (1) To the fullest extent permitted by law, CO2CAP, its shareholders, officers, directors, employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, shall not be liable to pay any compensation and/or reimbursement of expenses, monetary or otherwise arising from defects, breach of duty arising from contractual obligations and/or tort. This applies in particular, but without limitation, to claims for damages arising from a loss of turnover or profit and financing costs.
- (2) You agree to indemnify, defend and hold us, our shareholders, officers, directors, employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, actions, costs, losses, damages, penalties, fines, liabilities, judgments and expenses (including reasonable legal costs) arising out of, relating to or resulting from or in any way related to your use of our services or any breach by you of these Terms.
- (3) Limitation periods applicable to claims for damages and reimbursement of expenses shall be governed by applicable statutory provisions.
- (4) Unless otherwise provided in writing in the contract, CO2CAP is only liable under the contract to you and, if applicable, to a third party specified by name in the contract. Liability to other third parties is, except where a tort arises, excluded.
- (5) Provisions regarding liability arising in relation to our Offset services are set out in Part II of these Terms.

9. Contract term and termination of the contract

- (1) The term of the contract between us and you is specific to each individual order.
- (2) Contracts of an indefinite term may be terminated by either party by providing 90 days' prior written notice. This is without prejudice to both parties' right of termination without notice for good cause.

10. Confidentiality, using you as references, inclusion in databases and public blockchains

(1) With regard to all internal technical and commercial information (e.g. prices, costs, etc.), including information exchanged or made available through the provision and use of our services and/or through the provision of means to access our services (hereinafter collectively referred



to as 'Information'), we and you undertake to use such Information solely for the purposes described in, and in accordance with, the provisions of these Terms. You and we shall keep Information confidential for all other purposes and not disclose such Information to third parties without the other's prior written consent.

- (2) The obligations set out above do not apply to Information for which the receiving party proves that:
 - (a) They were aware of it prior to receipt; or
 - (b) It was publicly available prior to receipt; or
 - (c) It was made publicly available following receipt at no fault of their own; or
 - (d) It was made available to them by a third party at any point in time without being subject to a confidentiality obligation; or
 - (e) It had already been created by the receiving party; whereby independent creation must be verified in writing.
- (3) The preceding confidentiality and non-disclosure obligations shall continue to apply after the termination of the contract between you and us.
- (4) You grant CO2CAP the revocable right to use activity and emission data obtained from your use of our services in anonymous form even after the end of the contract, in particular to record such data in CO2CAP databases and blockchains, and to exploit such data commercially. You and we expressly acknowledge that CO2CAP's data protection obligations under these Terms remain unaffected.
- (5) Furthermore, you grant CO2CAP the right to include your name in CO2CAP's customer list and to publicly refer to you as a customer. For such purposes, you grant us a simple license to use your company name and logo. You may, by written notice to us, revoke this license at any time with prospective effect.

11. Data protection

- (1) To the extent that we have access to your personal data or personal data regarding third parties that is derived from you, we will act exclusively as a data processor and will process and use such data only for the purpose of performing the contract. We will comply with your instructions and with applicable data protection laws and regulations regarding the handling of such data. You shall be liable for any adverse consequences to the performance of the contract arising from such instructions.
- (2) You remain the controller both regarding the general contractual relationship and for purposes of data protection laws and regulations. If you process personal data in connection with the contract (including collection and use), you shall be responsible for ensuring that you are



- entitled to do so in accordance with the applicable provisions, in particular provisions of data protection law, and shall indemnify us against all third-party claims arising from a breach of said provisions or legislation.
- (3) The following applies regarding the relationship between you and us: with regard to third-party data subjects, you are responsible for the processing (including the collection and use) of personal data, unless we are responsible for any claims asserted by third-party data subjects due to a breach of duty for which we are responsible. You will assume responsibility for reviewing, processing and responding to any enquiries, requests and claims from third-party data subjects. This also applies if a third-party data subject asserts a claim against CO2CAP.

12. Final provisions

- (1) The place of performance for all supplies of goods and services by us is the location of our registered office, unless expressly agreed otherwise in the individual order.
- (2) To the extent permitted by law, all communications between you and us shall be by electronic means. We reserve the right to choose a different form of communication (e.g., written letter) in individual cases.
- (3) Liechtenstein law applies to, but the UN Convention on Contracts for the International Sale of Goods is expressly excluded from, all contractual relationships between you and us, including these Terms. The courts of the jurisdiction in which CO2CAP's registered office is located shall have exclusive jurisdiction to settle any dispute or claim arising directly or indirectly from the contractual relationship between you and us.
- (4) The invalidity or unenforceability of one or more provisions of these General Terms and Condition shall not affect the validity or enforceability of the contract between us as a whole. You and we shall use our best endeavors to replace, by agreement, any ineffective contractual provisions with effective provisions that come as close as possible to fulfilling the economic purpose of the ineffective provisions concerned. The same applies in the case of any omissions in these Terms that need to be resolved.
- (5) Changes and additions to an individual order shall only be effective if they have been expressly agreed by you and us.
- (6) We expressly reserve the right to amend the provisions of these Terms, including the provision in Part II of these Terms, at any time and without need to provide a justification for doing so. We will inform you of any such changes in a timely manner by email before those changes take effect. Unless you provide us with written notice of any objection to those changes within 28 days of our email, you shall be deemed to have accepted those changes. Our email will remind you of the 28-day period and the legal consequences of acceptance in the absence of objection.



13. Complaints

We have a written complaints procedure, a copy of which is available on request. If you are dissatisfied with any of our services or feel you have suffered a loss through any actions of CO2CAP, our directors, employees or agents, you should write in the first instance to us.



II. Special Terms and Conditions - Offset

If we provide you with Offset services, the provisions in Part II of these Terms shall apply, in addition to the provisions in Parts I and III.

14. Subject matter of the contract for Offset services

- (1) We offer you via individual online contracts the opportunity to offset your CO2 emissions or those of your end customer(s) using our CO2 Offset ('Offset') service.
- (2) Before CO2CAP can accept an individual order for our Offset service, you must have recently completed an audit about your carbon emissions footprint.
- (3) We source and tokenize trees and climate protection projects for our green carbon credits. Every asset has been scanned, quantified, certified, and saved in our 'CO2 Credits Vault'. Forest health is permanently monitored through satellite imagery. Our technology provides full transparency and traceability to our customers, thus strictly avoiding double counting of green assets.
- (4) Once you have completed the registration process on our website, you can purchase green CO2 token certificates ('CO2CERTs') through your user account, which is accessed via our website. CO2CERTs are in the form of non-fungible tokens ('NFTs') that digitally represent the certified proof of the CO2 offsets, as measured in kilograms of sequestrated carbon dioxide, for which you have paid and contain detailed information about the underlying green assets (i.e., source, location, species, economics etc.).
- (5) You must order a minimum quantity of 1 kg of CO2 Offset per order. If this minimum quantity is not reached, we reserve the right to round up the ordered quantity to the minimum amount necessary for the order to proceed.
- (6) Unless you explicitly state a preference for the underlying green asset you wish to purchase from us, we will select the green asset(s) at our discretion from the green assets held in our CO2 Credits Vault.
- (7) We reserve the right to acquire CO2 offsets from comparable, equivalent certified third-party projects without prior notification to you.
- (8) All CO2CERTs that you purchase are held in your CO2CAP Wallet, which you can access at any time via our website.
- (9) CO2CERTs cannot be traded nor transferred out of your CO2CAP Wallet.
- (10) All purchases of CO2CERTs from us by customers are confirmed on our blockchain.



15. The scope of our liability for climate protection projects

- (1) The CO2 savings realized via climate protection projects comprise a third-party service provided by the operator of the relevant climate protection project, for which CO2CAP assumes no liability of its own. Third-party services are not CO2CAP's own services provided by CO2CAP itself or by its agents but rather services whose fulfilment is dependent on third parties and on whose execution CO2CAP has no direct influence of its own.
- (2) Regarding such third-party services, CO2CAP's liability is limited to the prudent selection of third-party services and the performance of contracts with third-party providers, specifically the purchase and retirement of emission certificates. For this purpose, CO2CAP shall endeavor to contract with suitable project operators.
- (3) We only select projects whose operators are considered trustworthy and who are contractually obliged to comply with our standards. Should it become apparent that a project is not able to reduce CO2 emissions as expected, we will discontinue the use of that project for CO2 Offsets and replace certificates with those from another suitable climate protection project.
- (4) We carefully examine the projects used for CO2 Offset on the basis of information and documents provided by the project operators. Due diligence and assessment of the quality of projects are promptly performed following an initial scan carried out by a drone operator. We are not liable for the accuracy of information provided to us by the drone or the project operators, nor are we liable for the information in brochures regarding levels of emissions and their reductions or other project information.

16. The scope of your liability

- (1) You warrant to CO2CAP that data you supply or input into our website is correct. We are not able to verify the accuracy of any data provided to us. You agree that we can and do expressly exclude any and all liability for results that arise from inaccurate data that has been provided or input into our website.
- (2) You may only label those orders that are climate-neutral as such. If we ascertain that the volume of your climate-neutral labelled products or services is greater than the order volume stored in the calculation software, we are entitled to invoice you for certificates to the corresponding extent. If you refuse to cooperate in this regard, you agree that we may, in good faith, estimate the quantity of emission compensation payable by you to us. We reserve the right to claim damages against you for losses arising from a breach of your contractual obligations (e.g., by your improper use of labelling).



III. Trademark license agreement

17. Grant of trademark usage rights for CO2CAP trademarks

- (1) We shall provide you with CO2CAP labels (e.g., the CO2CAP logo/signet and/or the CO2CAP labels/badges) with our protected trademarks for your cooperation with us and/or for contractual CO2 Offset orders in accordance with the currently valid guidelines for the use of our labels for customers, in particular on the basis of the current CO2CAP Label Guide. You have the right to use the relevant licensed CO2CAP label(s) for your advertising and external communication in relation to your collaboration with us and your use of associated services in the field of climate protection.
- (2) You are entitled to affix the specifically licensed CO2CAP trademarks to your respective licensed products or product groups and batches and their packaging, to market the products so marked and thus to advertise them accordingly. Our labels may only be used in the specifically licensed form and specified graphic and color design and in accordance with the current CO2CAP Label Guide. Use of a CO2CAP label is subject to the detailed requirements for the specification of the applicable serial ID within the label.
- (3) You are granted a simple, non-transferable right of use of our trademarks, which is limited in time to the term of the contract and is subject to territorial and content limitations. The license is specific to the goods, services and territories specified under the individual order. You are strictly prohibited from making any modification to our trademarks or combining our trademarks with other trademarks and/or character elements. Any graphic or other alteration and editing is only permitted with our written permission.
- (4) Unless we provide our prior written consent, you are not permitted to transfer the license to use our trademarks, transfer any associated rights, or grant sub-licenses to use our trademarks, to any third party, including but not limited to entities with which you are affiliated. This applies, inter alia, to image copies, whether in electronic or other form.
- (5) The use of the climate-neutral label ('climate-neutral') is tied to a specific purpose. Climate-neutral labels may only be used if you have performed the CO2 Offset with CO2CAP in the agreed quantity, within the agreed period and using the agreed products, goods, or other climate-neutral services.
- (6) You can verify your offset of emissions and climate neutrality by accessing your user account and CO2CAP Wallet. CO2CAP's 'climate-neutral' label contains the public key to your CO2CAP Wallet. This public key may also be used by your customers and other third parties to verify the Offset. The CO2CAP label must therefore be used in accordance with the CO2CAP Label Guide.
- (7) If you fail to make the requisite payment following an Offset order, we will issue you with a reminder for payment. If you fail to make payment following that reminder, the license shall automatically expire.



- (8) You are not permitted to use misleading labelling (e.g., labelling a product or group or batch of products with a false label, or with a label suggesting an offset that goes beyond the actual order). You shall not use any CO2CAP label if you or the relevant product, product group, batch or service has not been made climate-neutral or has been made insufficiently climate-neutral. In such cases, your license shall immediately expire.
- (9) You are obliged to use the CO2CAP trademarks and to document their use in factual, quantitative, and objective form, broken down according to the respective types of use, and must provide evidence of this to us once a year. CO2CAP will provide a corresponding form on request for such purposes.
- (10) At the end of the contract, the license automatically expires, after which you may no longer use the respective CO2CAP trademarks. If, in the course of normal business operations, there are still residual stocks of already printed materials, in particular appropriately marked product packaging or advertising materials, you may be granted a period of use not exceeding 90 days after the end of the contract. However, this period of use only applies to the extent and as long as your business or respective product, product group or batch is still climate-neutral. You must provide the relevant evidence of this without undue delay upon our request.
- (11) In the event that you or your products are no longer climate-neutral according to our guidelines, you must immediately remove all CO2CAP trademarks from all packaging and all public-facing profiles, company documents and advertising documents, and immediately cease any further use beyond this for sales and advertising purposes.

18. Warranty and defense of trademarks

- (1) CO2CAP warrants that it is the sole licensor of the trademarks described in detail in the CO2CAP Label Guide.
- (2) CO2CAP does not guarantee the legal validity, non-contestability, or marketability of the trademarks. CO2CAP does not guarantee that use of the logos and trademarks will not infringe any third-party rights.
- (3) You will immediately inform CO2CAP upon discovering any trademarks used within the territorial scope of the license which could be confused with CO2CAP's trademarks and of all infringements of these CO2CAP trademarks. CO2CAP will decide, at its own discretion, what action it will take, if any, in defense of its signets, labels, and trademarks against attacks from third parties.
- (4) If any claims are brought by third parties against you for infringing their trademarks by using our trademarks, we will provide you with information to assist you in defending such claims.
- (5) You undertake to fully entrust us with the defense of our rights and labels upon request and to grant us any powers of attorney required for this



- purpose. You will coordinate with us in advance of any out-of-court statements, legal steps, and settlement negotiations in connection with CO2CAP trademarks.
- (6) You and we shall each bear one-half of the legal fees, costs and disbursements associated with defending our trademarks, including but not limited to those associated with working towards and reaching an out-of-court settlement and those in advancing a legal claim through the courts. Subclauses (1) to (3) of this clause 18 shall apply in the event of attacks by third parties against the trademarks.
- (7) Notwithstanding an attack on CO2CAP's trademarks by a third party, you agree to continue to pay the agreed usage fees while you continue to be able to use our trademarks. You shall not be entitled to a refund of usage fees already paid.

19. Legal consequences of unlawful use

If you breach any of these Terms, we are entitled to exercise our rights, including but not limited to, withdrawing permission for you to use our service, and terminating the license without notice. We may assert rights arising from our trademarks if you breach provisions regarding:

- (a) The useful life of the CO2CAP trademarks, in particular the CO2CAP labels/badges and/or CO2CAP logos/signets; or
- (b) The form covered by the registration in which the trademarks may be used; or
- (c) The type of the goods or services for which the license is granted; or
- (d) The territory in which the trademarks may be used; or
- (e) Misleading or inaccurate information you provide to us or to third parties regarding the extent of the offset you achieve through our services or products.

This is without prejudice to CO2CAP's additional rights arising from any violation of contractual provisions, laws or regulations resulting from the unauthorized use of our trademarks, in particular the right to seek information or pursue injunctive relief and/or compensation against you.

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