

TERMS AND CONDITIONS OF USE FOR THE CLIMATEPARTNER “PARTNER NETWORK”

(As of: December 2023)

1. **Scope**

1.1 Membership and use of the partner network ("**CP Partner Network**") provided by ClimatePartner GmbH ("**CP**"), respectively St.-Martin-Str. 59, D-81669 Munich, Germany, are subject to the following General Terms and Conditions of Use ("**GTC**"). By applying for membership, you agree to these Terms and Conditions in their currently valid version.

1.2 The use of the CP Partner Network is exclusively governed by these GTC unless you have concluded an individual agreement with CP in writing. In this case, the individual agreements shall prevail. Conflicting provisions or deviating terms of the user shall not be applicable, even if CP provides access to the CP Partner Network in the knowledge of the deviating provisions, unless CP has expressly agreed to the deviation in writing.

2. **Membership**

2.1 Membership in the CP Partner Network is only possible for entrepreneurs, legal entities under public law or special funds under public law, not for consumers. Membership will not be granted to competitors of CP. Membership is subject to the potential member offering a service (i) which is not available at CP and (ii) that tangibly contributes towards emission reduction or other sustainability initiatives.

2.2 Potential members can apply for membership by accepting these GTC on the Partner Network registration form.

2.3 Membership is subject to CP's prior approval of the member's application at all times. CP may reject an application without giving reasons. There is no right to approval of a member's application.

2.4 Membership in the CP Partner Network means that:

- the member's company, product and service description,
- the member's logo, and
- the member's offered reduction measures and the Greenhouse Gas Protocol scope of their service offering and/or products impact,

will be displayed on a public-facing subpage on the CP Partner Network website.

2.5 If an application for membership has been approved, the member will receive an individual subpage including the features as outlined in Section 2.4 above. The content is subject to approval by CP and is uploaded by CP employees. There is no right to upload content in the CP Partner Network.

2.6 CP reserves the right to discontinue the operation of the CP Partner Network in whole or in part at any time, as well as to remove a member's content without notice. Due to the nature of the Internet and computer systems, CP does not guarantee the uninterrupted availability of the CP Partner Network.

3. **Termination**

Membership may be terminated by CP or members with one (1) month notice prior to the end of the month. Notice of termination must be given in writing and sent to the following e-mail address: partnerships@climatepartner.com.

4. **Use of the CP Partner Network / Intellectual Property**

- 4.1 The CP Partner Network contains data and information of all kinds, which are protected as intellectual property rights (such as trademark and/or copyright) for the benefit of CP or for the benefit of third parties. It is therefore not permitted to download, reproduce and/or distribute the CP Partner Network in whole or in part. Reproduction for technical reasons for the purpose of browsing is permitted, as long as this action does not serve economic purposes, as well as permanent reproduction for one's own use. Any other use, distribution, reproduction, transmission, or creation and distribution of derivative works is not permitted.
- 4.2 It is permitted to set a link to the CP Partner Network as long as it serves only as a cross-reference. Framing of the CP Partner Network is not permitted.
- 4.3 The content of our CP Partner Network has been created with the utmost care. CP assumes no liability for the accuracy, completeness, and currency of its content. As the operator of the CP Partner Network, CP is responsible for its own content on these pages in accordance with Section 7 (1) of the German Telemedia Law ("**TMG**") in accordance with general laws.
- 4.4 If the CP Partner Network contains links to external third-party websites over whose content we have no influence, we cannot be held liable for this third-party content. The respective provider or operator of the pages is always responsible for the content of the linked pages. If we become aware of any legal infringements, we will remove such links immediately.
- 4.5 The member warrants that the content and information provided to CP for uploading to the CP Partner Network do not violate applicable law, official orders, third-party rights (such as intellectual property rights) or agreements with third parties. The member shall indemnify CP against claims asserted by third parties due to a breach of this Section 4.5 upon first request.

5. **Liability**

- 5.1 CP shall not be liable for any loss or damage or any expenses suffered or incurred by members, irrespective of the legal grounds on which any such claim may be based (breach of pre-contractual obligation, contract, tort etc.).
- 5.2 Notwithstanding the foregoing, CP shall be liable for any expense, loss or damage caused by willful act or gross negligence; for any death, personal injury or damage to health for which CP is held responsible; where its liability arises under the German Product Liability Act (*Produkthaftungsgesetz*); and for any expense, loss or damage caused by any breach of any material obligation (*wesentliche Vertragspflicht*). CP's liability in the event of any breach of any material obligation under these GTC shall be limited to such typical loss or damage as could reasonably have been foreseen, unless CP's liability is due to willful acts or gross negligence, death, personal injury or damage to health, or where it arises under the German Product Liability Act.
- 5.3 Where and to the extent that CP's liability is excluded or limited pursuant to the provisions set out above this shall also apply with respect to any statutory or vicarious agents or employees acting on behalf of CP.

6. **Confidential Information**

All details released by CP regarding your membership, such as login details (if applicable) and other information, are strictly confidential and subject to confidentiality. Disclosure of such information to third parties is prohibited. This provision does not apply to information that was already in the possession of the disclosing party prior to

membership, that is already in the public domain and/or is required to be disclosed for legal reasons.

7. **Final provisions**

- 7.1 CP reserves the right to modify these GTCs provided that the changes are reasonable, taking into account the interests of both parties (e.g. to adapt them to technical and legal developments). CP will notify you of the change to the GTCs by e-mail in good time before the changes come into effect. Other modifications that affect contractual ancillary obligations ("*vertragliche Nebenpflichten*") shall be deemed to have been agreed if you do not object in writing within six (6) weeks of receipt of the notification. If you object the modifications, both Parties may terminate the membership according to section 3.
- 7.2 These GTC are subject to German law.
- 7.3 The place of jurisdiction for all disputes arising from this contractual relationship is Munich.