



Standard Terms and Conditions for CorpCarbon Software Application Subscription

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These Terms and Conditions ("**Terms**") govern the use of the **CorpCarbon** which is Carbon Emissions Reporting Software ("**Software**") by corporate users ("**Subscriber**") provided by **ENERGI TRANZ PTE LTD** ("**Provider**") incorporated in Singapore, (registration number: 202204915Z).

By subscribing to and using the Software, you agree to be bound by these Terms.

1. Subscription and Access

1.1 License Grant:

Provider grants Subscriber a non-exclusive, non-transferable, and revocable right to use the Software for its intended purposes based on the subscription plan purchased. This subscription is granted solely for internal corporate use and may not be resold or sublicensed.

1.2 Subscription Plan:

The subscription to the Software is based on the plan selected by the Subscriber at the time of purchase. The specific features and usage limits for each plan are outlined in the accompanying Service Agreement or pricing documentation.

1.3 Authorized Users:

The Subscriber may add Users who are employees ("Authorized Users") to access the Software. You are responsible for ensuring that Authorized Users comply with these Terms. The number of Authorized Users may be limited depending on the subscription plan.

2. Subscription Fees and Payment

2.1 Fees:

In exchange for access to the Software, the Subscriber agrees to pay the applicable subscription fees as set forth in the pricing plan during the sign-up.

2.2 Payment Terms:

Payments are to be made via the payment method and within the payment term as set forth in the pricing plan during the sign-up.

2.3 Late Payments:

If payment is not received by the due date, the Provider may suspend or terminate access to the Software until all overdue amounts are paid in full.

3. User Responsibilities

3.1 Data Accuracy:

The Subscriber is solely responsible for providing accurate and up-to-date data used in the Software, including carbon emissions data. The Provider makes no representations regarding the accuracy of the data entered by the Subscriber.

3.2 Proper Use:

You agree to use the Software only for lawful purposes and in accordance with applicable regulations, including those governing carbon emissions reporting. You shall not use the Software to violate any local, state, or national laws, nor shall you transmit harmful or unlawful content through the Software.



3.3 Account Security:

You are responsible for maintaining the confidentiality of your account credentials, including usernames and passwords. You agree to immediately notify the Provider of any unauthorized use of your account.

4. Carbon Reporting and Data Integrity

4.1 Carbon Emissions Reports:

The Software is designed to assist with the tracking, reporting, and analysis of carbon emissions data. You acknowledge that the reports generated by the Software are dependent on the data entered by the Subscriber. It is your responsibility to validate and verify the data provided through the Software.

4.2 Data Privacy and Security:

Provider agrees to protect the Subscriber's data in compliance with applicable data protection laws, including PDPA. Provider shall implement appropriate technical and organizational measures to protect data from unauthorized access, loss, or disclosure.

5. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party in connection with the Software. Confidential information will not be disclosed to third parties without the prior written consent of the disclosing party, except as required by law.

6. Intellectual Property

6.1 Ownership of the Software:

The Software, including its design, functionality, source code, trademarks, and other intellectual property, is the exclusive property of the Provider. You are granted a limited, non-transferable, non-exclusive license to use the Software as provided under these Terms.

6.2 Restrictions on Use:

The Subscriber shall not reverse-engineer, decompile, or disassemble the Software or attempt to gain access to its source code. Any modifications or enhancements made to the Software shall remain the intellectual property of the Provider.

7. Limitation of Liability

7.1 No Warranty:

The Software is provided "as is," and the Provider makes no warranties or representations, either express or implied, regarding the Software's merchantability, fitness for a particular purpose and non-infringement.

7.2 Limitation of Liability:

In no event will the Provider be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or business opportunities arising from your use of the Software.

8. Termination

8.1 Termination by Provider:

The Provider may terminate or suspend access to the Software at any time if the Subscriber breaches these Terms or fails to make timely payments.



8.2 Termination by Subscriber:

The Subscriber may terminate the subscription at any time, subject to any minimum subscription period or notice requirements outlined in the Service Agreement.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Singapore. Any disputes arising from or relating to these Terms will be resolved through mediation, in Singapore.

10. Miscellaneous

10.1 Force Majeure:

Neither party shall be liable for failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, such as natural disasters, acts of government, or technical failures.

10.2 Amendments:

The Provider reserves the right to modify these Terms at any time. Any changes will be communicated to the Subscriber and will become effective upon posting or as otherwise specified.

10.3 Entire Agreement:

These Terms constitute the entire agreement between you and the Company regarding the use of the Software.