

# TERMS OF USE

This document outlines the terms and conditions that govern your use of the Managed Guardian Service, including the rights and responsibilities of both you and us as the application owner. By accessing and using our application, you agree to abide by these terms and conditions.

Last Updated 2023

## MANAGED GUARDIAN SERVICE TERMS OF USE

These Managed Guardian Service Terms of Use ("Terms of Use") govern your use of the Managed Guardian Service digital information platform (the "Platform"), and all materials concerning the Platform provided by Envision Blockchain Solutions, LLC ("Provider," "we," "us," or "our"), in printed, electronic, or other form, that describe the Platform or its use or specifications (the "Documentation") provided to you ("you," "your," or "Customer"), including, unless inconsistent with the context, any person employed by the you.

### Acceptance of the Terms

By connecting to, accessing or using the Platform at <https://guardianservice.app/>, you acknowledge that you have read and understood the following terms of use and the terms of the Privacy Policy (collectively, the "Terms") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your conduct on the Platform. IF YOU DO NOT AGREE TO THE TERMS, DO NOT CONNECT TO, ACCESS OR USE THE PLATFORM.

The Terms may be revised and updated from time to time, with or without any notice. We shall make reasonable efforts to post a prominent notice in case the Terms shall change substantially. Provider urges you to check the Last Revised date which appears at the top of the Terms. You can review the most current version of the Terms at any time at:

<https://guardianservice.io/terms-of-use/>.

*By connecting to, accessing or using the Platform, you acknowledge that the Terms constitute a binding and enforceable legal contract between the Provider and you.*

### What is the Platform

The Platform enables application builders to create emissions & carbon offset tokens in order to administer a carbon emissions trading system. The Platform manages the technology infrastructure components to allow companies to create applications for policies, emissions reporting, and the creation of carbon emission offsets & credits. The Platform is based on the open-source Guardian that leverages the Hedera public distributed ledger network to mint

emissions and carbon offset tokens. It provides auditable, traceable, and reproducible records that document the emission process and lifecycle of carbon credits.

## Definitions

1. "hBar" refers to the tokens used for transactions within the Platform
2. "Vault" refers to either the Customer's own key management solution or the key management vault solution provided by Platform. The Vault is deployed by the Customer on the cloud of its choice.
3. "Digital Assets" refers to any assets created by the Customer using the Platform.
4. "Private Keys" refers to the secret key(s) associated with the Customer's Digital Assets.

## Vault

The Platform provides you an option to use your own key management Vault or the Platform's key management Vault. If you use your own Vault, you must deploy it on the cloud of your choice and the deployment is solely your responsibility. In all cases, you are solely responsible and liable for securing and managing your Vault and any Digital Assets created using the Platform. Provider is not a custodian for Digital Assets or account information, including your Private Keys.

## Token Transactions

The Platform requires hBar tokens for many transactions. Customers take full responsibility for the purchase of hBar, maintenance of appropriate balances of hBar, and any tax-related events that may occur as a result of transacting using the Platform. Provider makes no representation or warranty as to the value of hBar or the ability of Customers to transact using hBar.

## Digital Assets

The Customer is solely responsible for any digital assets it creates using the Platform and any transactions related to such assets. The Platform is not responsible or liable for the management, custody, or security of digital assets.

## How Do You Become a Customer

The amount you pay to access the Platform is determined by the subscription plan you register for/ purchase/ renew (each, a "Plan"). To review the prices and detailed features of each Plan, please visit <https://guardianservice.io>. Upon purchase of a subscription Plan (also including the free Beta period), Provider grants you a non-transferable, limited license to use and access the Platform for the subscription term selected by you in strict accordance with these terms.

## Auto-Renewal of Subscription Plans

Unless you take active action to cancel your subscription, the default state is auto-renewal, meaning your subscription will be automatically extended following any subscription term

(monthly or yearly), for the same period of time as the subscription term and at the then current rate. If you wish to change or end your Subscription after an auto-renewal, contact us at [support@guardianservice.io](mailto:support@guardianservice.io). If you request to terminate your subscription plan after an auto-renewal the termination will be effective the earlier of thirty days after the request or the last day of the renewal term, and you will be charged a subscription fee pro rated as necessary to the effective date of the termination.

## Privacy Policy

We respect your privacy and are committed to protecting the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access, or use the Platform. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at <https://guardianservice.io/privacy>. If you intend to connect to, access, or use the Platform you must first read and agree to the Privacy Policy.

## Use Restrictions

There are certain conducts which are strictly prohibited on the Platform. Please read the following restrictions carefully. Your failure to comply with any of the provisions set forth herein may result in the termination or suspension of your access to the Platform and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf:

- Use the Platform for any illegal, unlawful or unauthorized purposes;
- Use the Platform in any form of spam, unsolicited mail or a similar conduct.
- Interfere with or violate Customers' rights to privacy and other rights, or harvest or collect data and information about Customers without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other automatic device, process or method to access the Platform and retrieve, index and/or data-mine information;
- Interfere with or disrupt the operation of the Platform, or the servers or networks that host the Platform, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
- Impersonate any person or entity or provide false information on the Platform, whether directly or indirectly;
- Falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Provider or any third party endorses you, your website, your business, or any statement you make, or present false or inaccurate information about the Platform;

- Transmit, distribute, display or otherwise make available through or in connection with the Platform any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our platform infrastructure or that may otherwise adversely affect any customer's experience in connection with the Platform;
- Bypass any measures we may use to prevent or restrict access to the Platform;
- Copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Platform in any way;

## Intellectual Property Rights

The Platform and the Intellectual Property rights pertaining thereto (other than Customer Generated Content), including, but not limited to, inventions, patents and patent applications, trademarks, trade names, copyrightable materials, graphics, text, designs (including the "look and feel" of the Platform), specifications, methods, procedures, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered (collectively, "Intellectual Property"), are owned by and/or licensed to Provider and subject to copyright and other applicable intellectual property rights under U.S laws, foreign laws and international conventions.

## Customer Generated Content

- The Platform allows you to upload, post, publish and make available through it, your own possibly copyrightable materials (the "Customer Generated Content").
- As long as your Customer Generated Content is subject to the applicable copyright law, such Customer Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property.
- You understand and agree that you are solely responsible for your Customer Generated Content and the consequences of posting or publishing such material in any way.
- You agree that you will not post or upload any Customer Generated Content containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for Provider to use or possess in connection with the Platform. Provider explicitly reserves the right to remove the Customer Generated Content connected to the Platform without prior notice, at its sole discretion.

- When you upload, post, publish or make available Customer Generated Content on the Platform, you grant to the Provider an irrevocable, perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable and worldwide license, to use, reproduce, distribute, transmit, prepare derivative works of, display, make available to the public and perform that Customer Generated Content in connection with the Platform, whether through the Internet, any mobile device or otherwise, in any media formats and through any media channels known today and developed in the future.

## Customer Representations and Understandings

As a condition for your use of the Platform, you hereby represent and warrant that:

- You possess the legal authority to enter into these Terms and to form a binding agreement under applicable law, to use the Platform in accordance with these Terms, and to fully perform your obligations hereunder;
- The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- You will not infringe or violate any of the Terms; and
- You will comply with all applicable laws, including financial regulation, commodity regulation, and securities laws.

You acknowledge and agree that:

- Provider may remove any Customer Generated Content and/or discontinue your use of the Platform in its sole discretion with or without any reason;
- Provider does not provide legal, tax, or financial advice and Customers are responsible for consulting their own advisors regarding the applicability of any laws to their use of the Platform.
- If you create an application, website or associated user interface accessing the Platform, Provider does not endorse your application or the content of your website and you shall not indicate otherwise in your application or website. Provider makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any users of your application

or website, or any transactions completed there, or any contract concerning the application or website entered into between you and any third party.

## Trademarks and Trade names

Provider's logo and all other proprietary identifiers used by Provider in connection with the Platform ("Company Trademarks") are all trademarks and/or trade names of the Provider, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Platform belong to their respective owners ("Third Party Marks"). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the Company Trademarks or the Third Party Marks.

## Links to Third Party Platforms

The Platform may contain links to websites of third parties ("Third Party Platforms"), whether such links have been suggested by Provider, shared by any Customer, or posted by third parties. You hereby acknowledge that the Provider has no control over such Third Party Platforms, and you further acknowledge and agree that the Provider is not responsible for the availability of Third Party Platforms, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or any materials on or available Third Party Platforms.

## Disclaimer and Warranties

THE SITE AND THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PROVIDER DOES NOT WARRANT THAT THE SITE OR THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. THE PROVIDER MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SITE AND/OR THE PLATFORM AT ANY TIME OR TO DISCONTINUE DISPLAYING OR PROVIDING ANY INFORMATION, CONTENT OR FEATURES WITHOUT A NOTICE TO YOU.

THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE OR THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY, OR QUALITY OF THE SITE OR THE PLATFORM, AND IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND INFORMATION RECEIVED THROUGH THE SITE OR THE PLATFORM. THE PROVIDER DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED IN ANY USER GENERATED CONTENT.

## Limitation of Liability

THE USE OF THE SITE AND THE PLATFORM IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE SITE OR THE PLATFORM, OR THE USE OR INABILITY TO USE THE SITE OR THE PLATFORM, REGARDLESS OF WHETHER THE PROVIDER OR AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE LIABILITY IS MANDATORY, IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (\$100.00).

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL THE PROVIDER'S MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE.

## Indemnification

You agree to defend, indemnify and hold harmless Provider, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Platform; (ii) your violation of any term of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Platform. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

## General

1. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.
2. Any claim relating to the Platform or the use thereof will be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its conflict-of-laws principles.
3. Any dispute arising out of or related to the Platform will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the state of federal courts located in or having venue in Palm Beach County, Florida. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.

4. If any provision of this Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Terms and will not affect the validity and enforceability of any remaining provisions.
5. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
6. These Terms constitutes the entire terms and conditions between you and the Provider relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Provider.

For information or questions please contact: [support@guardianservice.io](mailto:support@guardianservice.io)