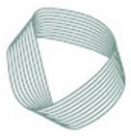


VIRIDIS
TERMS OF MEMBERSHIP
Effective Date: 25 June 2024

These Terms of Membership and Privacy Notice shall govern your membership of the Viridis community offered by Webcomm Limited (“**Sustainable Engineering**”) and use of our Materials, where we provide such Materials to you through our website at www.sustainable.engineering (“Platform”). We ask that you read these Terms and the Privacy Notice before you apply to become a member with us and provide your express agreement to these Terms by ticking the box on the Registration Form available on the Platform and submitting it. These Terms will govern your access to and use of our Services (as defined below).

1. INTRODUCTION

- 1.1. Welcome to the Viridis Platform provided by Sustainable Engineering (“**we**”, “**us**”, “**our**”). We provide services through the **Platform** that allow members (“**you**”, “**your**”) to have access to certain benefits (“**Member Benefits**”) such as a collaborative workspace and documentation, information and content (“**Materials**”), certain events, participate in our member community and benefit from member-only offers (“**Offers**”) that we may make available from time to time. We are a company registered in England and Wales, Webcomm Limited, with company number 03154426 and registered office at West Suite, 1 Tolherst Court, Turkey Mill, Ashford Road, Maidstone, Kent ME14 5SF, England.
- 1.2. The following terms and conditions (“**Terms**”) govern your membership, access to and use of the Platform, and access to and use of the member benefits and services offered on the Platform and participation in our Sustainable Engineering community (“**Services**”), as a registered member. All of these Terms apply to members’ use of the Platform, whether or not you are logged in. Some of the Terms (listed in section 1.5) also apply to guest users of the Platform. PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE PLATFORM OR SIGN UP AS A MEMBER. BY REGISTERING AS A MEMBER OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.
- 1.3. Please read our Privacy Notice which also governs your use of the Platform and Services. We will not use Personal Information (as defined in the Privacy Notice) or cookies in a way that is inconsistent with the purposes and limitations provided in the Privacy Notice.
- 1.4. The Platform and membership benefits are offered to business users only.
- 1.5. The Terms which are applicable to guest users (as well as registered members) are as follows: sections 1.1-1.5 (inclusive), 2, 3.1, 5, 6 and 8-15 (inclusive).



Sustainable Engineering

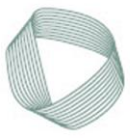
- 1.6. There may be supplementary terms which apply to specific Member Benefits, such as cancellation policies regarding events, and terms regarding advertising. You can view these by contacting info@sustainable.engineering.

2. CHANGES TO THE TERMS

- 2.1. We may, from time to time, update or modify these Terms or the Privacy Notice without prior notice to you (unless required to do so by applicable law). All changes are effective immediately when we post them. For this reason, we recommend that you review the Terms and Privacy Notice whenever you use or access the Platform and/or Services.
- 2.2. If at any time you do not agree to the Terms or Privacy Notice, please do not use or access the Platform or Services. Your continued use of the Platform and Services after any changes to the Terms or Privacy Notice will constitute your acceptance of the changes.

3. YOUR ACCESS TO AND USE OF THE SERVICE

- 3.1. The Services and any content viewed through the Platform is provided to you by Sustainable Engineering for use solely within the ordinary course of your business and may be subject to other restrictions which are marked against the content and/or Services. This means that you may not permit, assist or enable another person to access, copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, allow others to copy, or otherwise exploit the Platform or Services or any of the Materials or content, including but not limited to access or use of the Platform, Services, Materials or any of the content for any commercial purpose or for any purpose which competes with our business.
- 3.2. To become a member and make the most of the Platform and Member Benefits, you must register and create a login account. Keep your password safe and secure as you are responsible for all activity that occurs through your account. You agree that you will not share, sell, transfer, license or assign your account, login credentials, or any account rights. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address.
- 3.3. We offer five types of membership: (i) Standard; (ii) Branding; (iii) Marketeer; (iv) Exhibitor, and (v) Agency, details of which are set out in the member benefits section of the Platform and subject to sections 4 and 6 below.
- 3.4. Please ensure your registration details are kept up to date. You can do this on your profile page.
- 3.5. If you register for any of our membership packages, we may contact you using any of the contact details provided by you to provide information relating to your membership, the



benefits of upgrading to another level of membership, and otherwise relating to the community or your account.

- 3.6. If we discover that you have created an account that violates these rules, we will terminate your account without warning. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting us at info@sustainable.engineering.

4. OUR COMMUNITY AND MEMBER BENEFITS

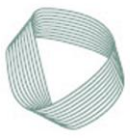
- 4.1 Community. By becoming a member, you can become part of our members' community and interact with other members through the forums, participating in events, registering for webinars and enjoying offers exclusive for members, as applicable to your membership type and as detailed in the member benefits section of the Platform.
- 4.2 Communications. By signing up to membership of the community you agree that we may send you community news and information by email to the contact details provided as part of our legitimate interests in running the community and membership programme and in accordance with our Privacy Policy (on our site footer). We will use your contact details, in accordance with our Privacy Policy to send you updates, information about members and membership products, services and ideas, and offers, etc. If you no longer wish to receive these, you can opt out of this at any time by emailing us at info@sustainable.engineering. As part of the Member Benefits for all types of membership, we provide a monthly editorial reminder service; you can opt out of this at any time by emailing us at info@sustainable.engineering.
- 4.3 Benefits. The Member Benefits will be regularly updated, so please make sure you check the benefits section of our Platform to receive the latest information and offers. All information and Member Benefits provided are intended for general information purposes only and are not intended as any advice or recommendations. The Materials or events may be co-sponsored by a member, but again this is general information and is not to be interpreted as an endorsement of any kind. Certain benefits will be available to certain membership packages only, but you can upgrade at any time.
- 4.4 Offers. From time to time, we may make offers available to all or certain classes of members. These may be subject to separate terms and conditions, which you should check carefully before accepting.
- 4.5 Services.
 - a) Private messaging. Our Platform may enable you to send private messages to other members. If it does so, you agree that our acceptable use and content standards at section 6 apply to any such private messages. For the avoidance of doubt, We have the power and right to access and review all private messages transmitted via our



Sustainable Engineering

Platform and may do so in our sole discretion if we think it is necessary or if we receive a report of abuse from another member.

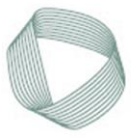
- b) Collaborative workspace. We will do our best to assess any possible risks for members when they use any collaborative workspace provided on our Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate the collaborative workspace or any interactive service we provide on our Platform, and we expressly exclude our liability for any loss or damage arising from the use of the collaborative workspace or any interactive service by a member in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise. The collaborative workspace and all interactive services are subject to fair usage, and we reserve the right to suspend or delete any user account which is using any of the interactive services excessively or otherwise in breach of these Terms.
- c) SE magazines. As a member you will receive a copy of or access to our SE magazines. You can opt out of this at any time, by unsubscribing via your profile or emailing us at info@sustainable.engineering.
- d) Submitting and Viewing Content. As a member you are able to add an overview of your business and experience to our Viridis community directory and submit synopses of proposed articles to our Sustainable Engineering magazines. Please note that acceptance of a proposed article for publication in a SE magazine is at the discretion of the editors. Please refer to section 5 for more information uploading content. You are also able to view content shared by others in our monthly SE magazines, if you subscribe to the magazine.
- e) Monthly editorial reminder service. Unless you opt out, we will email you on a monthly basis to remind you to submit a synopsis of your idea, products and experience to our SE magazines, Viridis knowledge base and other services. This is an automated service, and we accept no liability if for any reason you do not receive this.
- f) Support. We offer various levels of support, such as customer and technical support, and editorial support, depending on your membership package. More information is available at info@sustainable.engineering.
- g) Advertising. All members are able to place an advertisement in our SE magazines in relation to their products and services, subject to availability. These are subject to our content standards and the additional terms set out in our supplementary terms which can be requested from info@sustainable.engineering regarding



Sustainable Engineering

specification, order process and cancellations amongst other terms. Different terms and prices may be applicable to different types of user.

- h) Networking and introductions. As a member you will meet and be introduced to other members through the Platform. This is something we actively encourage. However, this is not an endorsement of other members. Please make sure you do your own checks on other members and the services/products that they offer to make sure they are suitable for your organization. We cannot and do not accept responsibility or liability for any loss that may be suffered from one member doing business with another member or arising from any use of any materials or content supplied by members.
- i) Branding. Premium members have the opportunity to create and post your corporate sustainability profile and display your company logo or product brands. You grant us a licence on the terms set out in section 5.4 to use your profile, logo and/or brands for display on the Platform and inclusion in our Viridis community directory and in any content, you submit to our SE magazines. We will offer various branding options, which you can discuss with us, by using our contact details as set out in section 15. You have the option of removing your profile, logo and brands from our Platform at any time, but this will not apply to any content previously posted or submitted to our SE magazines. Our sustainability champions will also be awarded a digital badge, for use in accordance with our published guidelines.
- j) Price lock. Depending on your membership package, we may from time to time offer price locks for a specified duration, during which the prices will not increase. Such offers may be subject to other terms and conditions. If they are subject to a specified validity period, they will automatically lapse if not accepted during that validity period.
- k) Access Sustainability Engineering's Editorial Team. Where access to our editorial team is part of your membership package, you will have the opportunity to discuss your content with us including guidance on subjects, writing styles, technologies and applications and adapting this to our 'How to' style. This is subject to fair use restrictions to enable all members who have subscribed to this service to benefit. This will be reviewed from time to time. As a guideline, our editorial team will be able to assist you with one writing project per calendar month, up to 30 minutes per calendar month and subject to a maximum of 10 emails or messages, which should not cover multiple or repeat queries. All assistance will be provided virtually only. All requests should be sent directly through the Platform to our editorial team in the first instance. If you do not receive a response within 1 working day, please then send us an email at info@sustainable.engineering. If our team and you agree that a phone call or virtual meeting would be the best way to provide the support, this can be set up through the Platform, making use of available calendar slots. If we determine that this fair use is being abused, we will let you know and if this persists, we reserve the right to terminate or suspend your account.



- l) Technical Writing Support. Where technical writing support is part of your membership package, you will be able to ask us to provide editorial advice including guidance on subjects, writing styles, technologies and applications and adapting this to our “How to” style. This is subject to fair use restrictions, as described in paragraph (k) above and updated from time to time.
- m) Sponsorship. As a sponsor, your sponsorship funds help fund our staff, development and operating costs. In return for a period of 12 months: you are given exclusivity in your nominated technology category, full membership of our Champions Programme, a seat on Sustainable Engineering’s steering committee, a monthly full page advertisement in one of our SE magazines, inclusion in the newsletter that goes to our registered members (who have not unsubscribed), exclusive branding on our LinkedIn Executive briefings in relation to your nominated technology category, branding on the Platform homepage and grandfathered rates. All content and branding submitted must comply with our Content Standards and Acceptable Use set out in sections 5 and 6 of these Terms and our editorial control. Additional information and terms are available from info@sustainable.engineering.

5. MEMBER CONTENT

5.1 As a member or guest contributor you are able to upload and share text, images, photographs, logos, data, information, views, graphs and/or other materials with the community through the Platform (“**Member Content**”). The ways in which you might publish and share Member Content on the Platform include (but are not necessarily limited to):

- a) Articles;
- b) case studies; and
- c) community content (including forum posts and user comments).

5.2 When posting Member Content you undertake, warrant and agree that:

- a) the Member Content is your own original work and is not copied or adapted from any third-party work without their consent;
- b) the Member Content shall be accurate in all material respects;
- c) we will review the Member Content prior to publication on the Platform and may make reasonable changes to the Member Content and/or reject publication of the Member Content in part or in whole.

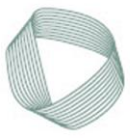


Sustainable Engineering

- 5.3 Whenever you make use of a feature that allows you to upload Member Content to the Platform, or to make contact with other members of the community, you must comply with our acceptable use & content standards (see section 6 below). You warrant that any such Member Content contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 5.4 Any Member Content you upload to the Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Member Content, but you are required to (and by uploading the Member Content you do so) grant us a non-exclusive, royalty-free, perpetual, worldwide licence (including the right to sub-license to other members) to use, store, copy, modify and adapt that Member Content and to distribute and make it available to members.
- 5.5 You warrant and represent that we also have the right to disclose your identity to any third party who is claiming that any Member Content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 5.6 While we encourage sharing in order to promote green and clean engineering and manufacturing, we will not be responsible, or liable to any third party, for the Member Content or accuracy of any Member Content posted by you or any other member.
- 5.7 We have the right to remove any posting you make on the Platform or suspend any collaborative workspace for any reason whatsoever including if, in our opinion, your post does not comply with the acceptable use and content standards set out below at section 6.
- 5.8 The views expressed by members and other users on the Platform do not represent our views or values.

6. ACCEPTABLE USE AND CONTENT STANDARDS

- 6.1 You may access or use the Services, Materials, Member Content, Platform or Member Benefits only for lawful purposes and in accordance with these Terms. You agree not to use the Platform:
 - a) In any way that violates any applicable local, federal, state, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the UK or other countries);
 - b) To impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);



Sustainable Engineering

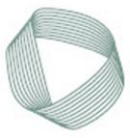
- c) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by asking for personally identifiable information or otherwise; and
- d) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

6.2 Additionally, you agree not to:

- a) Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform;
- b) Use any robot, spider or other automatic device, manual process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- c) Use any device, software or routine that interferes with the proper working of the Platform;
- d) Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- e) Attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, any server, computer or database connected to the Platform, or any accounts of other members or users; and
- f) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

6.3 You must comply with the spirit and the letter of the following standards.

- a) Member Content contributions must:
 - be accurate (where they state facts).
 - be genuinely held (where they state opinions).
 - comply with applicable law in the UK and in any country from which they are posted.
 - Be your original content, ideas, concepts, data and material or otherwise posted with appropriate and lawful permission.



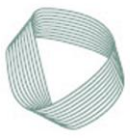
b) Member Content contributions must not:

- Contain any material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate from us, if this is not the case;
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

c) Where any Service is subject to a fair use obligation:

- Where your membership package includes editorial team access or technical writing support, this is subject to fair and reasonable use as described in sections 4.5(k) and (l), as updated from time to time.

6.6 Complaints.



- a) If you have any complaints or queries about the ownership or use of any content uploaded to the Platform, please email us at info@sustainable.engineering. We will investigate all complaints and reserve the right to temporarily suspend any content while we investigate. Any complaint and outcome will be decided in our sole discretion. More information on our complaints procedure can be found at our site footer.

7. PAYMENTS, BILLING, CANCELLATIONS AND REFUNDS

Payments and Payment Methods

- 7.1 The price of membership plans and Member Benefits shall be the price quoted on the Platform on the date of acceptance of the order by us and we reserve the right to amend our prices at any time at our sole discretion.
- 7.2 Payments for any of our Services can be made by monthly or annually via credit or debit card, direct debit, within 30 days of the date of our invoice, as may be updated from time to time.
- 7.3 We will use a third-party service provider to process the payments, such as Stripe, Go Cardless or PayPal, or other providers from time to time. You agree to the terms and conditions for use of those providers and understand that they would be solely responsible for the security, privacy, and processing of those transactions. You expressly authorise us to charge the credit/debit card or other payment form provided each recurring billing period (where you purchase a subscription plan). If you provide a payment method that results in overdraft, chargeback, or other fee from your bank, you alone are responsible for that fee.
- 7.4 Purchases made outside of the United Kingdom will be billed to your card provider in Great British Pounds (GBP) but will appear on your credit/debit card statement in your local currency. The final amount billed may vary from that shown on the 'currency converter' as a result of the currency exchange rate applied by your credit/debit card provider.
- 7.5 Any sales or other taxes that are chargeable will be charged at the rates from time to time in force in the UK.
- 7.6 Unless you have a price lock guarantee as part of your subscription, we reserve the right to increase our charges with effect from your next billing period, subject to us giving reasonable advance notice. Where you have a price lock guarantee as part of your subscription, this will hold the price of your subscription for the specified number of months.

7.7 Automatic Billing

- a) If you are a paying Member: by signing up to a subscription plan, you agree to automatic billing to be deducted from the payment form you provided to us and agree to pay the charges made to your account in connection therewith at the frequency agreed. Your subscription and regular billing of your account will continue indefinitely unless cancelled by you by following the steps described in section 7.8.

7.8 Cancellations and Refunds

- a) All payments are non-refundable, and we do not offer refunds for partially used periods for your membership. You may cancel your account or a recurring subscription plan at any time for any reason.
- b) If you cancel your subscription plan before the end of the current subscription plan period, or we terminate pursuant to section 8 below, we will not refund you any fees already paid to us. We will deactivate your account on the date specified by you (or, if we terminate your account or membership, by us), after which you will no longer be able to access the Member Benefits.
- c) If you wish to cancel a specific Member Benefit that you have signed up, additional terms may apply. You can find out further information about this by emailing us on info@sustainable.engineering or direct messaging through the Platform.

7.9 Suspension and termination for non-payment

- a) When you make a purchase, you agree not to use an invalid or unauthorised payment method. If we are unable to process payment through the payment method we have on file for you, or if you file a chargeback disputing charges made to your payment method and the chargeback is granted, we may suspend or terminate your subscription plan or the applicable Member Benefit. If your payment method fails and you still get access to Member Benefits, you agree to pay us the corresponding fees within ten (10) days of notification from us. We reserve the right to disable access to your account pending payment.

7.10 Price Increases

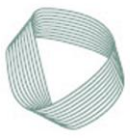
- a) We reserve the right to change our subscription plans for any Member Benefits at our sole discretion. We will also adjust the prices on an annual basis, unless you have a price lock guarantee in which case section 7.6 will apply. Any price changes will take effect following notice to you, except as otherwise required by applicable law. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the new amount.

8. TERMINATION

- 8.1 You agree that Sustainable Engineering, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of any Member Benefits, for any reason, including, without limitation if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms or, where there has been a twenty-four (24) months' period of account inactivity. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of our Services, may be referred to appropriate law enforcement authorities. We may also in our sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.
- 8.2 You agree that any termination of your access to the Services under any provision of these Terms may be effected without prior notice, and you acknowledge and agree that Sustainable Engineering may immediately deactivate or delete your account and all related information and/or bar any further access to the Services. Further, you agree that Sustainable Engineering will not be liable to you or any third party for any termination of your access to the Services. Refunds are not available for accounts which have violated these Terms; violations are determined at our sole discretion.
- 8.3 You may terminate your membership at any time by notifying us through the Platform or at info@sustainable.engineering.
- 8.4 On termination for any reason, your access to the Member Benefits will automatically cease and you will be unable to download any Member Content you uploaded into the Services or otherwise wish to retain.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 9.1 We own the intellectual property in all content and Materials, including but not limited to templates, information and fact sheets and related metadata, provided to or accessed by you through the Services and/or through the Platform (except for Member Content) and, except as permitted pursuant to section 3.1, you are not permitted to use, copy, reproduce, disclose, edit, modify, publish or otherwise use the content and Materials. You may not remove any watermarks or copyright notices contained in the Materials.
- 9.2 All other trademarks, product names, and company names or logos used or appearing on the Platform are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Sustainable Engineering, unless expressly so stated.
- 9.3 You may print or download material from the Platform only if:



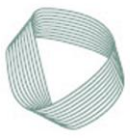
Sustainable Engineering

- a) it is for use in the ordinary course of your business in accordance with section 3.1;
- b) it is not stored on any medium other than for subsequent viewing;
- c) it is not reproduced, modified, adapted or processed.

- 9.4 For the purposes of these Terms, the term, “Trademark(s)” means all common law or registered trademarks, logos, service marks, trade names, internet domain names, or other indications of origin now or in the future used or owned by Sustainable Engineering.
- 9.5 Nothing contained herein grants or shall be construed to grant you any rights to use any Sustainable Engineering Trademark, unless expressly conferred by these Terms.
- 9.6 You agree that you will not use Sustainable Engineering’s Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Sustainable Engineering.
- 9.7 You agree that you will not contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Sustainable Engineering Trademarks or the Trademark rights claimed by Sustainable Engineering.
- 9.8 You agree that you will not use any Sustainable Engineering Trademark or any variant thereof (including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a metatag, keyword, or any other type of programming code or data.
- 9.9 You may not at any time, adopt or use, without Sustainable Engineering’s prior written consent any word or mark which is similar to or likely to be confused with Sustainable Engineering’s Trademarks.
- 9.10 You may not use a Sustainable Engineering Trademark or other proprietary graphic of Sustainable Engineering to link to the Platform without the prior written consent of Sustainable Engineering.
- 9.11 You may not frame or link to the Platform or any image without the prior written consent of Sustainable Engineering.

10. INDEMNITY AND LIMITATION OF LIABILITY

- 10.1 You agree to defend, indemnify, and hold Sustainable Engineering, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising out of or in any way connected with your use of the Platform, our Services, Materials, offers,

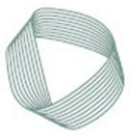


events your violation of these Terms, or your violation of any law or the rights of a third party.

- 10.2 Subject to Sustainable Engineering's liability for death and personal injury caused by its negligence (which shall be unlimited), in no event shall Sustainable Engineering, and (as applicable) Sustainable Engineering's subsidiaries, officers, directors, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our Platform, Materials, offers, events, our Services or these Terms (however arising, including negligence). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.
- 10.3 Subject to Sustainable Engineering's liability for death and personal injury caused by its negligence (which shall be unlimited), and except for a material breach by Sustainable Engineering of data protection legislation which results in an unauthorized use of personal data (in respect of which Sustainable Engineering's liability shall be subject to the cap at section 10.4), Sustainable Engineering's total liability, and (as applicable) the liability of Sustainable Engineering's subsidiaries, officers, directors, employees, and suppliers, to you or any third parties in any circumstance is limited to the greater of (a) the amount paid by you during the twelve (12) month period preceding the date a claim for liability arises under these Terms; or (b) five hundred pounds sterling (£500).
- 10.4 Subject to Sustainable Engineering's liability for death and personal injury caused by its negligence (which shall be unlimited), Sustainable Engineering's total aggregate liability under these Terms for a material breach by it of data protection legislation which results in an unauthorized use of personal data, shall in no event exceed the greater of (a) 1.5 times the amounts paid by you during the twelve (12) month period preceding the date a claim for liability arises under these Terms, or (b) seven hundred and fifty pounds sterling (£750).
- 10.5 All warranties, whether express or implied and whether statutory or otherwise are hereby excluded to the fullest extent permitted by applicable law.

11. **WARRANTIES AND DISCLAIMER**

- 11.1 Your use of the Platform, Materials, Offers and Services and attendance at Events is at your own risk. The Platform and Member Benefits are provided by Sustainable Engineering under these Terms "as is" without warranty of any kind, either express, implied, statutory or otherwise. Sustainable Engineering expressly disclaims any and all warranties of any kind, whether express or implied, to any of the Services or Member Benefits available from the Platform, including, but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law.



11.2 Without limiting sections 10.5 or 11.1, Sustainable Engineering makes no warranty that: (i) the Platform will meet your requirements; (ii) access to the Platform will be uninterrupted; (iii) the quality of the Platform will meet your expectations; (iv) any errors or defects in the Platform, Services or Materials will be corrected; or (v) that membership of the Viridis community will be beneficial for your business. Sustainable Engineering makes no representations or warranties that the Platform will be permitted in your jurisdiction, that the Platform will meet your needs, or that Sustainable Engineering will continue to support any particular feature of the Platform. To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the Platform, and no warranties shall apply after such period.

12. LINKS TO THIRD PARTY SITES AND SERVICES

12.1 In the event that the Platform or Services is available through any third-party platform, or if Sustainable Engineering provides links from the Platform to any third-party platform or permits any third party to link from its platform to the Platform, you understand and agree that Sustainable Engineering makes no warranty of any kind, express or implied, and accepts no responsibility for any content or practices of such third parties or their platforms. Such platforms are not under the control of Sustainable Engineering, and Sustainable Engineering provides and/or permits these links only as a convenience to you. The inclusion of any link does not imply affiliation, endorsement, or adoption by Sustainable Engineering.

13. GOVERNING LAW AND JURISDICTION

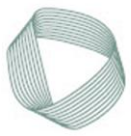
13.1 All matters relating to the Platform, Services and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule.

13.2 Any legal suit, action or proceeding arising out of, or related to, these Terms or the Platform shall be instituted by us exclusively in the courts of the United Kingdom.

14. GENERAL

14.1 No waiver by Sustainable Engineering of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sustainable Engineering to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

14.2 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be



Sustainable Engineering

eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

14.3 You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

14.4 You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity.

14.5 These Terms and Privacy Notice constitute the sole and entire agreement between you and Sustainable Engineering with respect to the Platform and Services and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

15. HOW TO CONTACT US

15.1 If You have any questions regarding the Platform, these Terms, our Privacy Notice, or the Member Benefits, You may contact us at: info@sustainable.engineering.