

General Terms and Conditions Global Climate GmbH (GC) – GTC 1. Januar 2020

1. Purpose

GC offers his clients comprehensive services and Platform-based IT solutions in the area of sustainability. The definition and specification of the specifically ordered services is done in the respective individual order by the client. Access to this Services and use of the Plattform are strictly subject to these General Terms & Conditions and is only granted after full payment of the corresponding fee

2. Confidentiality

Unless specifically authorized by the other Party, Global Climate and third party platform users may use the information and documents, of whatever nature, concerning the other Party to which they have access during or in connection with the use of the Software Services only for the purposes of those Services. The content of Evaluation questionnaires and information related to the evaluation methodology or CO2 calculation are considered confidential information.

The above statements on confidentiality do not apply to publicly available information or to information that is known to the other party prior to the provision of the Service. Each Party may, without prior notice, approval or consent of the other Party, disclose Confidential Information required to be disclosed by law to tax authorities, local or state governmental agencies and courts, and to the representatives, outside counsel and advisors of that Party or for audit purposes.

For the purposes of the Service, the Client/Rated Company grants Global Climate the non-exclusive, royalty-free right to host, cache, process, reproduce and display worldwide the information provided by the Rated Company in connection with the use of the GC Platform, and to use this data to develop the GC Database. The Rated Company warrants and represents that it has all rights and authority necessary to use the data for the purposes of the Service.

3. Obligations of the customer to cooperate

The client/evaluated company is obliged to provide cooperation services free of charge, truthfully and completely, as far as they are necessary for GC's service provision. Required cooperation services can be provided in the form of necessary data, documents, naming of contact persons, providing information, providing technical environments, etc. The customer must also ensure that his access data to the Global Climate Platform is kept safe and not passed on to third parties. The customer shall be liable for any damage resulting from unauthorized or careless disclosure of access data to third parties.

4. Subscription, fees and terms of payment

Remuneration and terms of payment for services provided by GC are based on the conditions specified in the respective individual order. Otherwise the following applies: All prices are quoted without showing sales tax.

For customers within the EU: Customers and rated companies with a billing address within the European Union will only be billed in Euro. The client owes GC the statutory value added tax applicable to the prices quoted. The payment of the invoice has to be made cashless to one of the accounts indicated on the invoice. Invoices from GC are due for payment without deduction at the latest 10 days after the invoice is issued. When using GC Online Solutions, the payment methods offered there can be used alternatively. If payment is made by direct debit, an amount of EUR 10.00 will be charged in addition to the invoice amount in the event of a return debit, which consists of the return debit fee and compensation for additional expenses. GC has the right to claim further damages if the damage caused by delay is higher than the fees claimed by GC. The customer is free to prove that GC had a lower damage.

For customers outside the EU: Customers and rated companies with a billing address outside the European Union can choose to be billed in Euro or US dollars. Bank charges (fees for bank transfers and currency exchange, etc.) as well as all fees for collection services are paid by the customer or rated company in addition to the agreed fee. Late payments, may result in late fees of 0.5% of the amount due.

If the customer is in default with payments in a not inconsiderable amount despite reminders or if there are circumstances that noticeably affect the creditworthiness of the customer, e.g. application for the opening of composition or bankruptcy proceedings, GC is entitled to temporarily stop any further services that GC has committed itself to, to make all outstanding amounts immediately due and payable, as well as to extraordinarily terminate all existing contracts with the customer. Any agreed deadlines for the execution of outstanding work on the part of GC will automatically lose their validity in this case. The client is not entitled to exercise a right of retention against GC because of any other claim not resulting from the respective contract with GC. In the case of premature termination of consulting contracts by the client, GC can demand a payment corresponding to the services provided by the client up to that point in time, including travel costs and expenses incurred, as long as these have not been paid in advance. A refund of payments already made will not be made.

5. Term and termination

The term and notice period of consulting contracts and the use of online services are based on the agreements in the respective order.

The use of the Global Climate Services by clients and rated companies is subject to the condition that all fees shown with the offer or on the website are paid.

The client or rated company may terminate the agreement with Global Climate at any time and without cause by discontinuing use of the Services and sending a written notice to Global Climate. The electronically stored data of the client/rated company will be deleted upon request. Global Climate may terminate this agreement with the client/reviewed company without notice if the client/reviewed company becomes aware of a material breach of any of the terms of this agreement. In the event of early termination, there will be no refund of the fee already paid.

6. Intellectual property rights

The client basically receives a simple, unlimited right of use and exploitation of the work results provided by GC. The client only receives an exclusive right of use and exploitation of the work results designated as customer-specific if this has been expressly agreed in writing in the respective individual order.

All copyrights and property rights of GC, among other things with regard to software, know-how, materials provided in writing or electronically and other intellectual property remain with GC. The assignment of GC does not constitute any transfer of these rights. GC only grants the client rights of use to the extent explicitly stated in the respective individual order. Any use, in particular also the duplication and passing on to third parties, outside of the contractual relationship between GC and the client is expressly forbidden to the client. The granting of rights of use or other expressly granted rights only becomes effective with the complete payment. The rights granted by GC to the client are not transferable. A transfer of rights and obligations from the contracts concluded with GC by the client to a third party requires the prior written consent of GC. In case of an agreement to a transfer, the client is obliged to return or delete all documents, information, accesses, etc. that he has received from GC within the scope of the contract.

For contracts with GC over a longer period of time, GC grants the client a simple, non-transferable right of use, limited to the duration of the respective period of time, of the registered trademarks of GC or one of its affiliated companies, which GC provides to the client. The right of use is limited to the use of the trademarks for the purpose of advertising the client with regard to the cooperation with GC and the associated services in the area of climate protection. At the end of the contract the granted right of use expires automatically. The client must immediately delete or remove the trademarks from all company appearances or company documents and immediately stop any further use for advertising purposes.

7. Indemnification

The liability of GC and its vicarious agents for any damage resulting from one or - in case of uniform damage consequences - from several breaches of duty in the course of the performance of an order is limited to the amount of fees paid by the client or the rated company for the service under this agreement in the previous twelve (12) months. The limitation of liability shall only apply to negligence. Liability for intent remains unaffected in this respect. Furthermore, the limitation of liability also applies to third parties insofar as these fall within the scope of protection of the contractual relationship. Further claims for damages are excluded. In particular, GC is neither liable for false statements of the client, false statements of certificate providers, false calculations of CO2 emissions due to improper use of the software nor for other actions or omissions of these, which are not within the sphere of influence of GC and which could lead to damages to the client.

The client is liable to GC for the correctness of the data supplied or entered by him. GC can not check the correctness of the provided data. Any liability of GC for results that result from incorrectly supplied or entered data is expressly excluded.

Any contributory negligence on the part of the customer, e.g. due to insufficient data backup, shall be credited to the customer. The GC-platform must be accessible for users at any time, 24 hours a day, 7 days a week, except during maintenance periods. Global Climate is not responsible for network related failures, interruptions, downtime, delays, system availability and other connectivity problems that affect the platform services. In the event that Global Climate becomes aware of a data breach that could seriously compromise the security of the Service or Users' data, Global Climate may, without notice, temporarily suspend access to the Service in order to correct the security breach in a timely manner. In such a case, Global Climate shall not be liable to the Users and the Users may not claim any compensation from Global Climate.

The rated company receives its score based on the disclosed information and news sources available to Global Climate at the time of the assessment. If any information or circumstances change materially during the validity period of the rating, Global Climate reserves the right to add a note to the rating of the rated company/financial assets and, if necessary, to re-rate the rating.

8. Confidentiality, Privacy, Reference

Both contracting parties undertake to ensure that the persons involved in the project treat all mutual confidential information as strictly confidential, are aware of the provisions on data protection and observe the regulations of the Federal Data Protection Act. This applies to employees, external consultants and any subcontractors of both parties to the contract who may be involved. Confidential information on the part of the customer is only present if the customer expressly marks a matter as a trade and business secret, unless it is obviously a trade or business secret. The client will mark such documents, which GC should especially secure and treat as a secret because of their special need for protection, accordingly at an early stage. In accordance with the law, GC is obliged to maintain secrecy about all facts that come to its knowledge in connection with the execution of the order, unless the client releases it from this obligation. The obligation of secrecy continues to exist after the termination of the contractual relationship. The obligation of secrecy exists to the same extent for employees of GC. GC is entitled to collect personal data of the client within the scope of the placed orders by machine and to process them in an automated file. Confidential information on the part of GC is available with regard to all the trade and business secrets of GC, this includes especially, but not conclusively, software, interfaces, know-how with regard to calculation models, etc. provided by GC, as well as the conditions of the respective individual orders.

The client grants GC the irrevocable right to include any company and emission data obtained by the client in anonymous form in the GC databases and to use them for benchmarks. In all other respects, the regulations on data protection apply (see GC's privacy policy). Furthermore, the client grants GC the right to include the client in the reference list and to name the client as reference. For this purpose, the client grants GC a simple right of use of the client's company name and logo. The customer can revoke this right at any time towards GC.

9. Applicable law and jurisdiction clause and Application of the Agreement

The place of performance for all deliveries and services of GC is the registered office of GC, unless otherwise expressly agreed in the respective individual order.

All communication by GC towards the client is done electronically, as far as legally permissible. GC reserves the right to choose a different form in individual cases, e.g. the written form. All contractual relationships between the client and GC are subject to German law, especially the German Civil Code and the German Commercial Code.

The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of GC, if the client is a registered trader.

The invalidity of one or more provisions of this contract shall not affect the validity of the remaining provisions. The contracting parties undertake to replace any invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. Until such time as such a provision has been agreed upon, the invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of a loophole in the contract that requires regulation. Changes and additions to the respective individual order are only effective if they have been expressly agreed in writing by both parties (GC and client).

GC expressly reserves the right to change the provisions of its general and special terms and conditions at any time and without giving reasons. GC will inform the client about the change of the terms and conditions by email in time before the changes come into effect. The changes are considered as accepted as long as the client does not object to the changed conditions within six weeks. GC will inform the customer separately in his notification email about the six week period and the legal consequences of acceptance in case of missing objection. The parties hereby agree that this agreement fully defines their respective rights and obligations with respect to the subject matter of the agreement. Any other terms, conditions or documents submitted by the client or rated companies that are in addition to, inconsistent with, or in conflict with this Agreement shall not be binding on Global Climate and shall be ineffective.