

RE:STORE Terms of Use

Please read all of this carefully as it governs all use by you of the services provided on this site.

1. Parties and effectiveness of this Terms of Use,

1.1 When we refer to "we" or "us" in this Terms of Use, we mean a private limited company incorporated in Sweden (Reg. No. 559163-0602) and having its registered office at Östermalmsgatan 26A, 114 26, Stockholm, Sweden.

1.2 When we refer to "you" in this Terms of Use, we mean the individual or the company using the services provided on the Platform via the website www.re-store.io on the terms set out in this Terms of Use.

1.3 This Terms of Use means this user agreement between you and us, as the same may be altered or supplemented by us from time to time, which applies to your use of the Platform.

2. Definitions and Interpretation

Brand: means the legal entity recipient of the service provided through the Site and to which the End User may be redirected.

Data source means the underlying data that makes it possible to conduct calculations;

Data or **Product data** means the information about a specific service or product that the End User enter through the tool in order to carry out a calculation;

End User means the individual recipient of the service provided through the **Site**.

Intellectual Property Rights means patents, registered designs, trademarks, copyright, design rights, data usage rights, rights in and to confidential information and know-how, any rights to apply for any of the foregoing, and any rights analogous to the same anywhere in the world, whether registered or unregistered;

Lifestyle Calculator means the tool provided on the platform enabling the End User to calculate the carbon footprint caused by its consumption habits and lifestyle (The "**Calculation Results**")

Platform means the Re.store website;

Site means www.re-store.io or any other website notified by us to you from time to time as enabling you to access the Platform;

3. The Platform and its use

3.1 The Re.store platform enables End Users to calculate the carbon footprint caused by their consumption habits and lifestyle and give them the opportunity to identify products and services that could potentially lower their individual carbon emissions.

3.2 By using the Lifestyle Calculator service provided by the Platform, the End User will first have the possibility to calculate its individual carbon footprint presented as a carbon dioxide equivalent value (measured in kg CO₂e).

3.3 The End User has then the opportunity to be redirected towards a Brand registered on the Re,store platform and proposing goods and/or services that may eventually lower the individual carbon footprint of the End User.

4. Terms of Use in relation to underlying data sources used for calculation purposes

4.1 The Calculation Results obtained through the Lifestyle Calculator are protected by national and international laws, such as copyright laws, database rights and/or treaties.

4.2 Subject to 4.3, below, the End User is granted a non-exclusive right under the terms of this Terms of Use to use the tool for creating calculation results.

4.3 The rights granted in 4.2, above, do not include the right to:

(a) use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the calculation results other than expressly licensed under these Terms of use or otherwise expressly required by mandatory law

(b) reproduce, disseminate or publicly display the Calculation Results, or any portion or derivation thereof,

(c) publish or make available to others derivative databases or datasets or database-like products using all or any portion of the calculation results or derivation thereof

(d) prepare extracts of the Calculation Results, or any portion or derivation thereof

(e) use the Calculation Results, or any portion or derivation thereof, in any other product or service

(f) use the Calculation Results, or any portion or derivation thereof, to provide any service for third parties

(g) use web crawlers or any other types of tools or hardware technology to automatically download or index the Calculation Results

(h) reverse engineer, decompile and disassemble the tool

5. Liability

5.1 You shall indemnify and keep us indemnified from and against all losses, liabilities, claims, demands, damages, injury, costs and expenses arising directly or indirectly out of or in connection with:

(a) your use of the Platform;

(b) any breach by you of this Terms of Use;

(c) any infringement of any Intellectual Property Rights or other rights of any third party. This Clause shall survive the termination of this Terms of Use.

5.2 We cannot guarantee continuous or secure access to our services, and operation of the Platform may be interfered with by numerous factors outside of our control.

5.3 The calculation generated through the Lifestyle Calculator is based on the End User's data and any reliance placed by the End User, and any appraisals, decisions, conclusions or actions made or taken by the End User directly or indirectly as a result of the use of the Platform are made entirely in his own discretion and at his own risk.

5.4 The Lifestyle Calculator intends to provide a general indication of the carbon footprint expressed in a kg CO₂e value but we give no warranty, representation or undertaking as to the effect of your use of the Lifestyle Calculator.

5.5 To the extent permitted by applicable law, we shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, loss of business, loss of business opportunity, loss of profits, loss of sales, loss of revenue, loss or corruption of data, loss of

anticipated savings, loss of goodwill or loss of reputation arising out of or in connection with the Platform and/or this Terms of Use.

5.6 The End User is at all times responsible for the input data and its accuracy.

5.7 The Brand is at all times responsible of the carbon footprint evaluation of its own goods or services. The Re.store platform is not responsible for the assumptions, calculations, and/or methodologies which participated to the Brand's carbon footprint evaluation of its own goods or services.

5.8 The Brand acknowledges to respond in good faith to all the questions submitted by the Re.Store team aiming at knowing better the carbon footprint, the circularity level and the low impact consumption characteristics of the goods and/or services delivered by the Brand.

5.9 Re.store reserves to itself the discretionary right to redirect the End User to the services and/or products of the Brand.

5.10 The End User acknowledges that Re.store has no obligation of means or result regarding the reduction of the carbon footprint of the End User.

6. Intellectual Property Rights

6.1 The End User acknowledges and agrees that Doconomy owns all Intellectual Property Rights (such as, but not limited to, trademarks, copyrights, inventions, patents, and source code, as well as features of the Service) related to the Platform and the End User obtain no rights from us with respect thereto.

6.2 The End User acknowledges that the grant to use the Service under this Terms of Use does not transfer any right, title or interest (including the Lifestyle Calculator, the Service, and any developments whether now or in the future) on Intellectual Property Rights belonging and/or licensed respectively to Doconomy or the Brand.

7. Warranties and Representations

7.1 The End User is using the service as principal and not as agent or on behalf of any third party.

7.2 The Calculation Result is provided "as is". It is within your responsibility to verify and to assess the validity and integrity of the Calculation Result to its use, and to decide whether or not it fits for the intended use.

7.3 We disclaims any and all representations and warranties, expressed or implied, of the Calculation Result including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third-party intellectual property rights.

7.4 We have made reasonable efforts to reduce the Calculation Result being subject to the rights of third parties. However, we expressly disclaims any representation that the Calculation Result is not subject to the rights of third parties.

7.5 The End User shall notify us immediately and in writing if any third party should assert an infringement claim against the End User in connection with the Calculation Result.

8. Amendments to this Terms of Use

8.1 We may amend this Terms of Use with new versions at our own discretion, placed on the site. If possible, a notice will be given that a change has been made.

8.2 You should periodically check the site for any changes to this Terms of Use. You are deemed to have accepted any changes to this Terms of Use if you continue to use the Platform after such changes have been posted on the site.

9. General

9.1 If any part of this Terms of Use is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force.

9.2 We, and our successors and assigns, may assign the rights and obligations under this Terms of Use.

10. Governing law and jurisdiction

10.1 This Terms of Use is governed by and construed in accordance with the laws of Sweden and you hereby agree that the courts in Sweden shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Terms of Use.

10.2 Disagreements regarding the interpretation of this Terms of Use or other disagreements between the parties, regarding the above described scope, shall be settled amicably first. In case no amicable settlement is reached, the disputes arising out of, or in connection with, this Terms of Use shall be brought exclusively before the competent court of the city of Stockholm.