

## Terms and Conditions Pledge Zero

This terms and conditions (the "**Terms and Conditions**") govern the relationship between the users of the website, either as an individual, company, or other legal entity (the "**Users**" or the "**User**" individually) and with Neutral Ways LLC, a Florida limited liability company ("**Pledge Zero**" and together with the Users the "**Parties**" and/or the "**Party**" individually). All users shall be bound by these Terms and Conditions as described below, and Pledge Zero's Privacy Policy and any other policies incorporated herein by reference.

In order to become User of the website, the User must read, understand and accept all the provisions set forth in these Terms and Conditions and in the Privacy Policy. In case the User does not agree with the provisions of the aforementioned documents, the User must refrain from using the website and/or the Pledge Zero's service.

Pledge Zero provides a system in order to improve the management of CO2 emissions and reduce product discards for Users who take their pledge through the website hosted at pledgezero.com (the "**Website**"). Pledge Zero offers through its Website a service which establishes a series of measures focused on the circular economy, in order to contribute towards mitigating the climate crisis. Through the Website, the User will be able to reduce its CO2 emissions with the support of the Pledge Zero methodology - in accordance with Clause 3-, through the development of reports according to the Greenhouse Gas Protocol Scope 3 standard (the "**Service**").

### **1. AUTHORITY TO USE THE WEBSITE**

1.1. The Services are only available to Users who are over 18 years old. If the User is a legal entity or organization, the person who registers must have the necessary authorization to act on behalf of such entity and to bind such entity with the provisions of these Terms and Conditions.

### **2. REGISTRATION FORM**

2.1. In order to access the Service provided through the Website, the User must complete all fields in the registration form with correct and valid data and verify that the information provided by the User to Pledge Zero is accurate, precise and true.

By submitting the registration form will generate a link request. Pledge Zero will review if the User meets the criteria to be accepted, after which Pledge Zero will contact the User within 5

(five) business days and may request additional information to complete the registration, such as the company's logo, and any other information required at this stage (the "**Registration**").

The information provided will be saved in a database for which Pledge Zero is responsible. Please refer to the [Privacy Policy](#) for more information.

2.2. Pledge Zero may request additional documents and/or additional information in order to corroborate the User's personal data. Likewise, Pledge Zero may suspend temporarily or permanently Users whose personal information cannot be confirmed.

2.3. Access by a competitor to the Services provided by Pledge Zero is prohibited, unless prior authorization from Pledge Zero is requested and granted. Additionally, the Services may not be used for monitoring the performance or the functionality of the Services, publishing the information obtained from the Services or making it accessible to any competitor or third party that is not bound by these Terms and Conditions, except as set forth herein.

### **3. GENERAL SERVICE CONDITIONS**

3.1. Through the Pledge Zero Service, Users commit to sustainable production and responsible consumption, with the goal of achieving zero waste of products and materials by 2040 and adopting a culture of waste prevention. Pledge Zero is aligned with the global collaborative initiatives such as Think Eat Save developed by the United Nations Environment Programme (UNEP) and the Food and Agriculture Organization of the United Nations (FAO) intended for retailers and consumers, FUSIONS (Food Use for Social Innovation by Optimizing Waste Prevention Strategies) by the European Union directed for farmers and food stores, and all those working to prevent waste and achieve zero waste.

3.2. The core of the Service is to provide a simple and accessible method to enable Users to implement a culture of waste prevention. In this way, Users will be able to achieve zero waste of products or materials already produced -and ready to be used- but for any reason need to be discarded (the "**Products**"). These may include, but are not limited to: Products that have been damaged, Products that have an approaching expiration date, Products that have an excess of production and a lack of demand in the usual channels, or seasonal Products that have come to an end.

By joining this Pledge Zero Service, the User agrees to perform the following:

I. To make the effort in order to give a second life to the Products that have not been commercialized yet;

II. To establish real targets for Products that have been removed from their final destination and to calculate the savings in CO2e emissions associated with these actions. In this regard, Pledge Zero offers to Users a free of charge tool for measuring the overall greenhouse gas emissions produced by such Users, by calculating the amount of avoided emissions according to the emissions produced through the final disposal processes (e.g., incineration or landfill of the waste). In case that the User desires a separate individual report of such emissions, the User understands that it should enter into a separate agreement with Pledge Zero.

III. To encourage all actors in the User's supply chain, at all levels, as well as all investments in its portfolio to commit with this Pledge Zero commitment.

IV. To commit themselves to generate no waste from any Products by 2040.

3.3. Furthermore, Pledge Zero will provide the User with press and media elements in order to use it through its own communication channels (such as but not limited to Facebook, YouTube, Instagram, Twitter, LinkedIn, as well as through other channels of their choice) to promote the actions that the User is taking and the achievements it is making related to the culture of waste prevention, responsible production and consumption, as well as to raise the awareness of the importance of adopting a circular economy model in order to face the climate change (the "**Press and Media Elements**").

3.4. In conjunction with the aforementioned, the Service also includes Pledge Zero's support to the User to achieve alternatives or provide solutions regarding the waste problems that the User may present. For this purpose, the User will be able to schedule certain meetings per month with Pledge Zero agents in order to evacuate their inquiries, doubts or problems (the "**Support Service**"). User understands that such meetings periodicity will be agreed between parties based on their availability and convenience. Pledge Zero suggests, at least, two meetings per year.

3.5. In the event that the User intends to unsubscribe from the Service, then the User must send an email to [legal@pledgezero.com] with the title "unsubscribe" providing (i) accreditation of the User's position within it's company, so that PLEDGE ZERO can verify that the User has the authority to unsubscribe from the Service; and (ii) as well specify the reasons for unsubscribing from the Service. Once the email is received, PLEDGE ZERO will reply to the email within a maximum period of 5 (five) business days confirming the cancellation of the Service.

#### **4. USE OF THE WEBSITE**

4.1. Pledge Zero shall not be responsible if the User does not have a technological or communication device compatible with the use of the Website.

4.2. The User agrees to make an appropriate and lawful use of the Website in accordance with the applicable legislation, these Terms and Conditions, and the generally accepted moral standards and good practice.

4.3. By using the Website, the User undertakes the following: I. not to use the Service for purposes that are illicit, illegal or contrary to the provisions of these Terms and Conditions, good faith and public order causing damage to the rights or interests of third parties; II. not to attempt in any way to damage the Website, or access restricted resources on the Website; III. not to use the Website with an incompatible or unauthorized device; IV. not to introduce or spread any computer viruses or any other physical or logical systems that may cause problems on the Website.

## **5. RESPONSIBILITY**

5.1. The Service provided through the Pledge Zero Website only consists in providing a method that allows the User to minimize its CO2 emissions through a circular economy system that prevents the waste of Products, in accordance with the provisions of these Terms and Conditions.

5.2. Pledge Zero ensures that the information provided to the User on the Website and/or through the Support Service shall be of the best quality available. However, Pledge Zero does not guarantee the accuracy, completeness and actuality of such information. The User is solely responsible for accessing the Service and the use that may be made of the information and content available on the Website. In this sense, the User acknowledges and accepts that Pledge Zero will not be liable for any consequences or damages that may arise from the use of such information.

5.3. The User agrees and accepts to use the Service offered through the Website at its own risk. The methodology offered by Pledge Zero does not ensure any kind of results to the User. Consequently, Pledge Zero shall not be liable for direct damage, loss of profit, or any other damage and/or harm that the User may have suffered as result of the Services provided on the Website.

5.4. The User understands that it is their responsibility to maintain and respect the reputation of the Pledge Zero Trademarks -as defined in clause 7-. Likewise, the User undertakes to use them in compliance with the commercial and marketing standards, as well as according to the conduct, prudence and diligence of a good businessman and as expressly authorized in these Terms and Conditions.

5.5. Pursuant to the foregoing, the User guarantees to hold Pledge Zero indemnified against any claim made by another User or any third-party external to the Website at all times being responsible for all legal actions, including, but not limited to, fees, taxes, duties, reasonable attorneys', consultants' and other professional fees, damages, fines, bonds and all other amounts that Pledge Zero must or shall pay as a result of its defense.

## **6. WEBSITE USE AND GUARANTEE**

6.1. Pledge Zero does not guarantee the availability and continuity of the Website and its operation. Consequently, Pledge Zero will not, in any case, be responsible for any damages that may result from: I. Interruption in the performance of the Website or IT failures, disconnections, delays or crashes caused by deficiencies or overloads in data centers, communication systems or in the Internet, which may arise during the performance of the Website; or III. any other damage that may be caused by third parties through unauthorized interference beyond Pledge Zero's control.

6.2. Likewise, Pledge Zero does not guarantee the non-existence of computer viruses or other elements on the Website introduced by third parties not related to Pledge Zero that might cause problems in the User's physical or logical systems or in the electronic documents and files stored at the User's systems. In this regard, Pledge Zero will not be responsible under any circumstances for any damages of any kind that may arise due to viruses or other elements that may cause alterations in the User's physical or logical systems or electronic documents.

6.3. Pledge Zero is committed to adopt several protection methods in order to protect the Website and its contents against cyber-attacks by third parties. However, Pledge Zero does not guarantee that unauthorized users will not be able to learn about the conditions, characteristics and circumstances under which the User logs into the Website. Consequently, Pledge Zero will not be responsible in any case for any loss or damage that may arise from such unauthorized access.

6.4. By accepting these Terms and Conditions, the User agrees to hold harmless Pledge Zero and its parents, affiliates, subsidiaries, members or shareholders, directors, partners, representatives, employees, attorneys and agents, from any claim arising out of: I. Users' breach of any of these Terms and Conditions or any law or regulation applicable thereto; II. infringement or violation of the rights of third parties, including, but not limited to, other Users or third parties different from Pledge Zero; III. infringement of the allowed use of the Website.

## **7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

7.1. The User acknowledges and agrees that the intellectual and industrial property rights over the elements included in the Website (including, for example but not limited to, trademarks, logos, trade names, text, images, graphics, designs, sounds, databases, software, flowcharts, presentation, audio and video) are property of Pledge Zero.

During the term of the Service, Pledge Zero authorizes the User to use, view, print, download and store the content and/or elements incorporated in the Website only for personal, private and non-profit use. The User must abstain from performing any act of disassembly, reverse engineering modification, disclosure or distribution of such elements. Any other use or exploitation different from as mentioned in this Clause will require the prior and express authorization of Pledge Zero.

7.2. User understands that through this document, Pledge Zero provides a license of the "Pledge Zero" trademark to the User in order for the User to make communications in regard to the Service and it's own Registration and in order to use it for Press and Media Elements (the "**Pledge Zero Trademark License**").

In the same sense, through this document User provides a license of its own trademarks to Pledge Zero (the "**User Trademark License**" and with **Pledge Zero Trademark License, the "Licenses"**) in order for Pledge Zero may disclose the User's incorporation to the Service through the Pledge Zero Website or through its social networks such as, but not limited to, LinkedIn. In addition, the User's Trademark License will allow Pledge Zero to use its brand for the purpose of promoting events related to the Service, or for the purpose of endorsing the User on LinkedIn, or to use the same when communicating certain events promoting the Service for the purpose of demonstrating the good practices of Users or for the purpose of being named in events, interviews or digital media provided by third parties when discussing the Service.

These Licenses shall be granted on a royalty-free, non-exclusive, worldwide basis without authorization to sublicense to third parties.

The User understand and agree that the Pledge Zero Trademark License may only be used in audiovisual and digital media and in social or other new media that may arise in the future for the sole purpose of communicating their commitments with Pledge Zero. While the User's Trademark License may only be used in audiovisual and digital media and in social or other new media that may arise in the future for identification purposes.

The Parties will not take any action that negatively influences the image and reputation of the other Party, or that compromises its ideals and objectives. In addition, the Parties will be entitled

to require the exclusion of any Press and Media Elements or any other publication that contains the Pledge Zero Trademark or the User Trademark that may negatively affect the reputation or neutrality or may be contradictory to the objectives, principles, policies or programs of any of the Parties. Furthermore, any Party may, at its sole discretion and at any time, request certain conditions for the use of the Pledge Zero Trademark or the User Trademark, for example, requesting the non-use in certain cases.

The Parties shall not use the Licenses for any use other than as set forth herein. If User does not use the Service anymore, User will immediately cease the use of the Pledge Zero trademarks, as Pledge Zero will cease the use of the User trademarks, without any further notice or communication from the other Party.

7.3. The User agrees not to perform any act that may cause damage, loss of reputation or decrease of Pledge Zero's intellectual and industrial property rights.

7.4. The Website may contain links to third party websites. In such cases, Pledge Zero has no control over those sites and, therefore, shall not be responsible for the content and/or services provided by such sites, or for any damages or losses caused by the use of such sites, directly or indirectly. The presence of links to other websites will not imply a partnership, relationship, approval, endorsement of Pledge Zero with such sites and / or their contents.

## **8. DATA PROTECTION**

8.1. The User's personal information provided in the Registration shall be stored in a personal database under the responsibility of Pledge Zero, whose address is set out in the header of this document.

Pledge Zero declares that the User's personal information will be used solely for providing the Service described in Clause 3.

8.2. Users may execute their rights to access, rectify, delete and update their personal information, as well as to refuse the processing of such information, in accordance with the provisions of the applicable regulations. In this regard, Pledge Zero undertakes to ensure the compliance with the provisions of the applicable personal data protection laws.

## **9. NOTIFICATIONS**

9.1. Pledge Zero will be able to send notifications to the User through general messages on the Website, notifications and/or communications by e-mail made available by the User, who will be able to opt-out through each of them.

9.2. In case of any claim arising from these Terms and Conditions, the Website and/or the Service, the User should contact Pledge Zero at the following email address [legal@pledgezero.com].

## **10. MINORS**

10.1. The Platform is not intended for children under the age of 18 years. However, in the event that a minor has access, parents, tutors or legal guardians must supervise at the use of the Website all times.

## **11. ASSIGNMENT**

11.1. The User will not be entitled to assign its rights and obligations under these Terms and Conditions without the prior express written consent of Pledge Zero which may be denied in its sole discretion.

11.2. Pledge Zero may assign these Terms and Conditions to any entity within its group of companies worldwide and to any person or entity succeeding it in the course of its business by any title without the prior consent of the User.

## **12. MODIFICATIONS**

12.1. Pledge Zero will be able to modify, at any time and without prior notice, the presentation, configuration and/or functionalities of the Website, as well as the present Terms and Conditions and/or the particular conditions required to use the Website.

## **13. GOVERNING LAW AND FORUM SELECTION**

13.1. These Terms and Conditions and the rights and duties between Pledge Zero and the User hereunder, shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

13.2 All disputes between the parties hereto concerning or arising out of the construction, interpretation, effect or alleged breach of these Terms and Condition, or the rights and liabilities of the parties hereunder shall be adjudicated by a state or federal court of competent jurisdiction in Miami-Dade County, Florida and the parties hereunder irrevocably submit to the jurisdiction of the state and federal courts in Miami-Dade County, Florida, in any action or proceeding arising out of or relating to these Terms and Conditions, and each party hereby irrevocably agrees that all claims in respect to any such action or proceeding must be brought



and/or defended in such courts. Each party hereto consents to the service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of these Terms and Conditions, and each party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.