

Terms of Service

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Welcome to Green Story! By signing up for a Green Story Account (as defined in Section 1) or by using any Green Story Services (as defined below), you are agreeing to be bound by the following terms and conditions (the “**Terms**”). If you do not agree with or cannot comply with all the terms and conditions of this agreement, you shall not access or use the Green Story Services.

As used in these Terms, “**we**”, “**us**”, “**our**” and “**Green Story**” means the **GREEN STORY INC.**, a Canadian corporation, located at 130 King Street W, Suite 1885, Toronto, Ontario, M5X 1A9, Canada as well as in the EU located at Lange Viestraat 2b 3511 BK, Utrecht, Netherlands (Green Story Europe BV), “**you**” and “**your company**” means the business/entity and any of its affiliates engaging Green Story and registering for or using a Green Story Service as a business. ‘Green Story Inc.’ will be the contracting party for all services except for any ‘Professional/Consulting’ services tied to EU or UK, wherein the contracting party will be Green Story Europe BV.

Green Story provides a complete sustainability platform that enables companies to unify their sustainability measurement and communication activities. Among other features, this platform includes a range of tools for companies to trace their products’ supply chains, conduct environmental and social lifecycle assessments, calculate Greenhouse Gas (GHG) inventory of their operations, neutralize environmental footprint and communicate these efforts to existing and potential customers. Our services also include professional/consultancy services. Any such service or services offered by Green Story are referred to in these Terms as the “**Service(s)**”. Any new features or tools which are added to the current Services will also be subject to the same Terms. You can review the current version of the Terms at any time at <https://greenstory.io/terms>.

1. ACCEPTANCE OF TERMS

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms, including Green Story’s Acceptable Use Policy (“**AUP**”) and Privacy Policy, and if applicable, the Green Story API License and Terms of Use (“**API Terms**”), and the Green Story Carbon Credits Policy (“**CCP**”) and Green Story Data Processing Addendum (“**DPA**”) before you may sign up for a Green Story Account or use any Green Story Service. This is a legally binding agreement between you and Green Story.

To access and use the Services, you must register for a Green Story account (“**Account**”). By registering for a Green Story Account, you confirm that:

1. You have read and understood these Terms,
2. You are at least 18 years old, and
3. You, and the business or entity on whose behalf you are accepting these Terms, accept them.

Registering for a Green Story Account indicates that you confirm each of 1-3 above and accept and intend to be bound by these Terms, and consent to enter into these Terms in electronic form.

2. ACCOUNTS

2.1. Account Owner

1. The person signing up for the Service by registering an Account will be the contracting party (“**Account Owner**”) for the purposes of our Terms and will be the person who is authorized to use any corresponding Account we may provide to the Account Owner in connection with the Service.
2. If you are signing up for the Services on behalf of your employer, your employer will be the Account Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms.
3. Your Account can only be associated with one Account Owner. An Account Owner may have multiple Green Story Accounts.

2.2. Team Accounts

1. Based on your Green Story pricing plan, you can create one or more team member accounts (“Team Accounts”) allowing other people to access the Account. Each Team Account must include a full legal name and a valid email address. With Team Accounts, the Account Owner can set permissions and let other people work in their Account while determining the level of access by Team Accounts to specific business information.
2. The Account Holder is responsible for:
 - i. ensuring it’s employees, agents, and subcontractors, including via Team Accounts, comply with these Terms; and
 - ii. any breach of these Terms by the Account Owner’s employees, agents or subcontractors. The Account Owner acknowledges and agrees that Account Owner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Account Owner.
 - iii. the Account Owner and the users under Team Accounts are each referred to as a “Green Story User”.

2.3. Accounts Activation

1. To access and use the Services, you must register for a Green Story Account, which Account will include a username and password. To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other

information indicated as required. Green Story may reject your application for an Account, for any reason, at our sole discretion.

2. Your Account requires you to indicate agreement to these Terms. If you create an Account, you agree to provide true, accurate, complete and updated registration information and maintain and promptly update your registration information to keep it true, accurate, complete and updated. If you provide registration information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, we have the right to suspend your Account and refuse any future use of related features of the Services.
3. You acknowledge that Green Story will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“**Primary Email Address**”). You must monitor the Primary Email Address you provide to Green Story and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with Green Story can only be authenticated if they come from your Primary Email Address.
4. As a condition to using the Services, you acknowledge that the Green Story Services are a self-serve functioning software application; enabling our users to input customer specific data to achieve a result analyzed by our platform.
5. You are responsible for maintaining the confidentiality of your Account username and password for the security of your Account. Green Story cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
6. This also includes the Team Account Users within your organization that leverage your company account on the platform (based on the access you have provisioned to your users); and for their compliance (and noncompliance) with these Terms. You are also fully responsible for all activities that occur under your Account. You must notify us immediately of any actual or suspected loss, theft or unauthorized use of your Account username or password. We are not liable for any loss or damage arising from your failure to comply with this Section.
7. The API Terms govern your access to and use of the Green Story API (as defined therein). You are solely responsible for the activity that occurs using your API Credentials (as defined in the API Terms) and for keeping your API Credentials secure.
8. You understand that your Data may be transferred unencrypted and involve:
 - i. transmissions over various networks; and
 - ii. changes to conform and adapt to technical requirements of connecting networks or devices. “**Data**” means Your Trademarks, copyright content, manufacturing process data and certifications, and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates to Green Story or its affiliates.

3. CONTENT AND OUTPUT

1. When using the Services, you will enter data related to your business (“**Company Data**”) and your Suppliers (“**Supplier Data**”). Together, the Company Data and Supplier Data are referred to as the

“**Data**”. You own all right, title, and interest in the Company Data. You will remain the owner of the Company Data and the results of your calculations with the Services. Your Supplier will own all right, title, and interest in the Supplier Data. Suppliers may give Green Story the right to provide access to their data for other Green Story Accounts.

2. You grant Green Story a non-exclusive, transferable, royalty-free, worldwide right and license to host, use, process, analyse, distribute, expose, run, copy, store, communicate to the public, broadcast, reproduce, make available, display, and translate, any Data provided by you in connection with the Services (“**Data Use Rights**”). You represent, warrant, and agree that you have all necessary rights in the Data to grant this license.
3. If you owned the Data before providing them to Green Story then, despite uploading them to your Green Story Account they remain yours, subject to any rights or licenses granted in the Terms or elsewhere.
4. You acknowledge that the Data Use Rights include the use of your Data for the Green Story Service analytics created for other businesses using the Services to where your business has been linked actively or passively to within the platform.
5. Green Story may use your Data to make further improvements to our services. Green Story also collects analytics about your Data when Green Story is processing Data. For example, Green Story tracks how often companies are created, performance data, and other such technical information. Green Story reserves all rights in and to any metadata and analytics it collects in the course of providing the Services.
6. Green Story reserves the right, but does not have the obligation, to monitor your Data and to block access to any of your Data that violates these Terms. You are solely responsible for creating a backup, copies and replacing your Data is at your sole cost and expense. If you remove any of your Data from the Services, Green Story may retain your Data for reasonable period of time for backup, archival or audit purposes.
7. You acknowledge that Green Story and its affiliates might access and review the Data from time to time to verify their validity and authenticity and to provide the agreed consultancy services, fulfill our obligations under the Agreement and enable the use of the Services.
8. You acknowledge that your company Data might be communicated to third parties within or outside of the Services by other members of the Services with prior information of such disclosure to you. Green Story endeavours to have the same kind of confidentiality agreement with third party.
9. You agree that Green Story can, at any time, review and delete any or all of the Data submitted to the Services, although Green Story is not obligated to do so.
10. We are not responsible for (verifying) the accuracy or completeness of your Data and the data in external databases that are connected with the Services. We do not provide assurance over the accuracy of the self-generated results.
11. You are responsible for the input, transfer, and maintenance of all your Data for use with the Services. You are responsible for ensuring that all data inputs within your Account (including any 3rd party data such as data from suppliers or vendors) are held to high data accuracy standards. This is to ensure that the Services process the most optimal and accurate results. Green Story will provide guidance where need be. Green Story will not be liable for any loss or damage arising due to false, inaccurate, or insufficient data inputs.
12. You grant Green Story a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks and logos associated with your Account

(“**Your Trademarks**”) to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms.

4. COPYRIGHT AND DMCA NOTICE

1. In the event you become aware that, or are informed that, any of your Data may infringe or violate the rights of any third party, be libellous or otherwise unlawful or tortious, you will promptly inform Green Story and you will immediately withdraw the affected data from the Services.
2. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Green Story has adopted a policy of terminating, in appropriate circumstances and at Green Story’s discretion, users who are deemed to be repeat infringers. Green Story also may, at its discretion, limit access to the Services and terminate access of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.
3. If you believe that anything on the Services infringes upon any copyright that you own or control, you may file a notification to Green Story via email to connect@greenstory.io.
4. If you knowingly misrepresent in your notification that the Data or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by Green Story or the alleged infringer as the result of Green Story relying upon such misrepresentation in removing or disabling access to the Data or activity claimed to be infringing. Green Story does not guarantee that it will have the capability to remove infringing content in its entirety, including infringing content that has been stored in a viewer's cache, but may block the display of any infringing content.
5. Violation of the Terms under Clause 4 may lead to legal sanctions permissible by law.

5. PLATFORM RIGHTS AND RESPONSIBILITIES

5.1. Ownership and Rights to Access and/or Use the Services

1. You will only use the Services solely for your internal and lawful business purposes and not to provide services to 3rd parties.
2. We reserve the right to provide our Services to your competitors and make no promise of exclusivity.
3. We are entitled to identify you as a customer of Green Story and use your name and logo in our advertising and marketing materials (including our website, case studies and press releases) solely in connection with such identification. You may retract the foregoing permission by submitting a written request via email to your Green Story account manager.
4. We may monitor any and all use of our Services. We may gather user system data for the purpose of optimizing our Services and may use and disclose this data subject only to our compliance with applicable laws

5. We may modify or remove any features of our Services at any time and for any reason, with or without notice or for the sole reason to optimize our Services. Green Story will provide reasonably advance notice of changes to Terms of Services or changes to any features of the Services that may materially adversely affect your use of the Services or your rights under the Terms of Service.
6. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, or confirmation of your status as an employee of an entity. Green Story reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Owner. If we are unable to reasonably determine the rightful Owner, without prejudice to our other rights and remedies, Green Story reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

5.2. Conduct on the Platform

1. You may not, use or allow others to use, these Services in any manner other than as expressly allowed in this Agreement.
2. You Agree to:
 - i. reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of our Services or its structural framework,
 - ii. sublicense, subcontract, translate or sell any rights to the Services,
 - iii. use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of Services.
 - iv. harvest or collect information about or from other users of Services
 - v. probe, scan or test the vulnerability of our Services, nor breach the security or authentication measures or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our Services
 - vi. modify or create derivative works of our Services,
 - vii. attempt to gain unauthorized access to our Services or related systems or networks,
 - viii. use our Services in whole or in part for any illegal or other purpose except as expressly provided under this Agreement (including without limitation allowing any distribution or sublicense or other access of the Services by any person or entity that is not a User), or
 - ix. facilitate or encourage any violations of this Section.

3. You agree to:
 - i. take all reasonable precautions to prevent unauthorized or improper use of our Services,
 - ii. not interfere with or disrupt the integrity or performance of these Services,
 - iii. not attempt to gain unauthorized access to our Services or related systems or networks, and
 - iv. not create Internet “links” to our Services or “frame” or “mirror” any content therein. You agree not to access our Services by any means other than through the interface that is provided by us for use in accessing these Services.
4. In addition, while using our Services, you will not do the following:
 - i. Violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer’s and vendors jurisdictions or the laws of Canada and the Province of Ontario(or any foreign laws in the EU), third-party rights or these Terms; Transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law;
 - ii. Upload or distribute any virus, Trojan horse, time bomb or other malicious code or technologies that may damage, interfere with or harm, or attempt to damage, interfere with or harm, our Services, the operation of these Services or the interests or property of its Users; or
 - iii. Use the Services to send altered, deceptive, or false source-identifying information
5. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Green Story employee, member, or officer will result in immediate Account termination.
6. You are responsible for obtaining your own access to the Services, and such access may involve third-party fees, such as internet service provider or airtime charges. You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access these Services.
7. Violation of the Terms under Clause 5.2 may lead to legal sanctions permissible by law.

6. ADDITIONAL SERVICES

6.1 Carbon Credit Services

1. In addition to the terms applicable to Services generally, the following terms apply to your access and use of the Carbon Credit (“CC”) Services.[Carbon Credit Policy](#)

6.2. Professional and Consulting Services

1. Where professional or consultative services (“**Professional Services**”) – are provided to you or your affiliates; such additional services shall be provided in accordance with a Master Service Agreement (MSA) structured by Green Story and agreed between both the Parties.
2. Once a MSA has been agreed and signed by both Parties, it shall automatically incorporate the relevant terms and provisions within these Terms and shall not form a separate contract to the Agreement only a supplemental agreement governed by the standard terms in this document.
3. The Parties agree that the MSA shall be deemed to apply to any Professional Services provided prior to the Effective Date and, upon execution, the Agreement shall supersede any letters of intent or instructions to proceed issued in respect thereof, whether given orally or in writing.
4. Green Story will provide the Professional Services rendered to you on the delivery due dates as set out in Green Story’s Master Agreement or in the relevant Statement of Work (“**SOW**”).
5. Green Story shall provide reasonable efforts to perform the Professional Services in a timely manner. Except if and insofar as explicitly communicated in writing otherwise, the delivery due dates indicated by Green Story are never final terms. If at any time Green Story becomes aware that it may not be able to perform the Services by any date set out in the applicable SOW (or any other deadline agreed by the parties in writing), Green Story will promptly notify you and give details of the reasons for the delay.
6. Green Story shall apply such time, attention and proprietary knowledge and care as may be expected for its performance of the Professional Services
7. Green Story shall comply with lawful and reasonable directions regarding the Services communicated to it from time to time by you, provided such directions do not deviate from or add to the scope of the Professional Services as set out in, these Terms and/or the relevant SOW. Green Story reserves the right to refuse any request which is beyond such scope, including, but not limited to, changes which require an alteration of the Professional Services. Where Green Story consents to perform the additional services requested, it shall notify you of any additional costs and changes to any agreed timings for the delivery of the Professional Services.

7. PAYMENTS, TERMS & RENEWALS

7.1. Terms

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below
2. The term of all the Services shall be for a period of one (1) year, unless agreed otherwise (“**Initial Term**”).
3. After the expiry of the Initial Term, your subscription (governed by these terms of service) shall automatically renew for a period of one (1) year unless a separate agreement is in effect.

4. Specific sales terms that are only tied to our Consulting Services are outlaid separately in the Master Agreement
5. A subscription to the Software may include a certain number of days for support per contract year, as specified in the subscription plan or Agreement. The agreed number of days counts as a maximum per year. Days not used will expire at the end of one (1) year.

7.2. Cancellation

1. Should you wish to not renew for the following year, a 15-days written notice via email would be required prior to your term expiry date. A similar action can be taken via administrative console prior to your term expiry date.
2. Upon cancellation of the Services:
 - i. You will have access to your Account through the end of your current term;
 - ii. Any outstanding balance owed to Green Story for your use of the Services through the effective date of such termination will immediately become due and payable in full;
 - iii. Unless otherwise provided in the Terms, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 - iv. At the end of your current term, you will lose access to all data in your Account. Data specific to your Account will be stored for 2 years (starting from the end of your term), if in the event you decide to re-subscribe to the Services.
3. In the event that you forgot to cancel your subscription before the term auto renewal date, Green Story will accept a 7-day buffer period (post auto renewal date) to accommodate your written non-renewal request for the new term cycle.

7.3. Plans, Fees, and Payment

1. **Fees:** You will pay the Fees applicable to your subscription to the Services (“**Subscription Fees**”) and any other applicable fees, including but not limited to applicable fees relating to additional sales units processed beyond the plan limits (Overage Fees), purchase of carbon credits (Carbon Credits Fee), Sustainable project contributions and other Professional Services such LCA review, Consulting and Advisory services etc. (“**Additional Fees**”). Together, the Subscription Fees, Overage Fees, Carbon Credits Fees, and the Additional Fees are referred to as the “**Fees**”. Note that fees to our subscription plans are subject to change on an annual basis.
2. **Payment Method:** You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Green Story will charge applicable Fees to any valid payment method that you authorize (“**Authorized Payment Method**”), and Green Story will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.

3. Subscription Fees:

- i. All Green Story subscriptions plans are tied to an annual term. The Subscription Fee will remain fixed during this annual term of your subscription unless:
 - a. you upgrade your subscription plan, or
 - b. you subscribe to additional add-on features or products, Overage Fees, Carbon Credit Fee and Additional Fees which will vary based on monthly usage.
 - ii. All of our subscription plans with the exception of the ‘Starter’ plan have the option to be billed monthly or annually (even if the term of the subscription annual).
 - iii. It will be in Green Story’s sole discretion to discontinue monthly billing and switch your billing to annual billing at any time during the annual term to continue access to the Services as per our on-going payment related risk assessment.
 - iv. Subscription Fees are paid in advance and will be billed monthly or annually (each such date, a “**Subscription Billing Date**”). All other fees such as Overage Fee, Carbon Credit Fees, Additional Fees etc. will be charged at the start of next month (“**Monthly Billing Date**”) for the previous month irrespective of the subscription fees billing cycle. You will be charged on monthly Billing Date for all outstanding Fees that have not previously been charged and is due.
4. **Professional Service/Consultancy Fees:** Fees for Professional/Consultancy Services rendered, and any incidental fees associated to these Services are set out in Green Story’s ‘Master Service Agreement. If no fixed fees are agreed, Green Story charges the hourly rate as published in the ‘Master Service Agreement’.
 5. Green Story shall invoice you for the Fees upon registering to a subscription plan in accordance with the Terms
 6. Unless otherwise stated, invoices submitted by Green Story will become due the same day; and cleared funds via credit card (linked to your subscription plan) or a wire transfer.
 7. Administrative processing fees may be applied to credit card purchases only for our Professional/Consultancy Services. The processing fees will depend on the card brand and jurisdiction.
 8. All amounts payable by you under the Agreement are exclusive of applicable sales tax or levies payable as a result of providing the Services. You are responsible for paying all applicable taxes arising on receipt of a valid invoice from Green Story as and when due. If you are not charged Taxes by Green Story, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction. You must maintain an accurate location in the administrative console of your Green Story account. If you change jurisdictions, you must promptly update your location in the administrative console.
 9. You shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Green Story may at any time, without limiting its other rights or remedies, set off, deduct, or withhold from any liability owed to you under or in connection with the Agreement (whether present, future, actual or contingent, liquidated, or unliquidated, disputed or undisputed).

10. If we are not able to process payment of Fees using an Authorized Payment Method, we may make subsequent attempts to process payment using any Authorized Payment Method. In the event that Customer has not remedied its payment obligations within 14 days of our initial attempt, we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle, if any. In the event that an invoice remains unpaid for 60 days from the due date, you will be immediately in default and are bound to pay statutory commercial interest from the due date of the invoice. Green Story is also entitled to charge debt collecting costs of 15% of the outstanding amount, with a minimum of USD 250. Green Story also reserves the right to terminate your Account in accordance with Section “**Suspension and Termination**”.

8. SUSPENSION AND TERMINATION

1. We may terminate or suspend your access to our Services or parts thereof at any time, with or without prior notice or liability, in our sole discretion, for reasons of non-compliance to this agreement.
2. Upon termination of your access to our Services or any part thereof, your right to use or access our Services, or such relevant part of the platform, will immediately cease to exist.
3. Termination of your access to our Services or any part thereof shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you may otherwise have to us or any third party.
4. You agree that Green Story shall not be liable to you or any third party for any termination of your access to our Services pursuant to this Section.
5. All provisions of these Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity provisions and limitations of liability.
6. Green Story shall not be liable towards you for reimbursement or damages for loss of goodwill, prospective profits, or anticipated orders in the event of (premature) termination of this Agreement.
7. Upon termination of the Services by either party for any reason other than non-renewal:
 - i. Green Story will immediately cease providing you with the Services and you will no longer be able to access your Account;
 - ii. Unless otherwise provided in the Terms, you will not be entitled to any refunds of any Fees, pro rata or otherwise; any outstanding balance owed to Green Story for your use of the Services through the effective date of such termination will immediately become due and payable in full;
8. On termination, all related rights and obligations under the Terms, immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 2 (Account), 7 (Payment of Fees), 8 (Suspension and Termination), 9 (Confidentiality), 10 (Intellectual Property Rights), 11 (Disclaimer, Release of Liability), 13 (Privacy and Data

Protection),15 (Changes), 16 (General Conditions) will survive the termination or expiration of these Terms of Service.

9. CONFIDENTIALITY

1. **Access:** Each party acknowledges and agrees that it may, at the other party's sole discretion, have access to certain information of the other party and/or the other party's affiliates that is generally not available to or known by the public, may be proprietary in nature, and that has particular value to the other, and the disclosure of which could be harmful to others party's interests ("**Confidential Information**"). Such Confidential Information may include, but is not limited to, information and knowledge regarding products, formulations, processes, techniques, specifications, trade secrets, strategies and programs, financial data, vendor and customer relationships, business and marketing plans, collaborator relationships, joint-venture relationships, methods of operation and other proprietary information or materials in any form (including without limitations, in electronic media).
2. **Non-Disclosure:** Each party covenants and agrees that at all times during the Term of this Agreement and for a period of two (2) years following expiry or termination of this Agreement, it shall:
 - i. not disclose any Confidential Information to any person or entity without the express prior written authorization of the other party; and
 - ii. not use any Confidential Information for any purpose whatsoever other than strictly in connection with the Services rendered under this Agreement.
 - iii. Permitted Disclosures: A Party may disclose the other Party's Confidential Information to:
 - a. those of its Representatives who need to know such Confidential Information for the purpose of performing their obligations under this Agreement, provided that informs such Representatives of the confidential nature of the Confidential Information before disclosure; and at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this Clause
 - b. external experts or third parties in delivering our services, provided that they are bound by the same confidentiality as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment.
3. **Exceptions:** The provisions of this Clause shall not apply to any Confidential Information that:
 - i. is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Clause);
 - ii. was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
 - iii. was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the

- disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or
- iv. is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

10. INTELLECTUAL PROPERTY

1. All Intellectual Property Rights ("**IPR**") related to the Services provided to you under these Terms, and all content, features and functionality provided by or included with the Services, including, but not limited to, content, layout, logos, text, graphics, design, databases, algorithms, process, software, and any application program interface that we provide to you ("**API**") now or in the future, and all documentation that we make available to you in connection with the foregoing, are and will remain the exclusive property of Green Story and its licensors. IPR shall include for example, but are not limited to, trademarks, copyrights, industrial rights, and all types of neighbouring rights. You acknowledge that you have no right in such IPR and no licence to use such IPR except as may be set out in this Agreement.
2. Green Story Services and Services of our licensors are protected by copyright, trademark and other intellectual property laws and rights. As a user of these Services, we grant you a limited, non-transferable, non-sub licensable, non-exclusive, and revocable license to access and use the Services solely as permitted by and subject to these Terms. Except for this limited license, we do not grant you any other rights or licenses with respect to the Services, and such rights and licenses are expressly reserved to us and our licensors. This right to use does not include any right to modify or eliminate information of property, brands, copyright notices or any other notices on the Content. Except for in the context of its normal use as stipulated in the previous sentence, you are not allowed to copy, multiply, spread, forward or offer the Content to any third party. You are not allowed to remove or modify any trademark, sign of copyright or any other sign added by Green Story from any material by Green Story, or to modify or imitate these. You shall never harm or unjustifiably benefit from the reputation of the IPR of Green Story.
3. These Terms of Service explicitly do not aim to transfer any intellectual property rights to you.

11. DISCLAIMER, RELEASE OF LIABILITY

1. YOU EXPRESSLY UNDERSTAND AND AG REE THAT, GREEN STORY, ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE OR THESE TERMS (HOWEVER ARISING, INCLUDING NEGLIGENCE).
2. You agree to indemnify and hold harmless Green Story, its affiliates and licensors, and their respective employees, contractors, agents, shareholders, officers and directors (the "**Indemnified**

Parties”) from and against any and all claims, damages, obligations, losses, liabilities, suits, settlements, judgments, costs, fines, penalties, debts and expenses (including, but not limited to, attorneys’ fees) (“Claims”) resulting from or arising out of:

- i. misuse of the Services or use other than in accordance with these Terms by you or Users,
 - ii. breach of these Terms by you or Users,
 - iii. violation of any law or the rights of a third party by you or Users,
 - iv. content you or Users submit, transmit or otherwise make available through the Application,
 - v. claims or allegations made by Users, and
 - vi. all matters relating to the Account
 - vii. any aspect of the transaction between you and your Customer, including but not limited to alleged or actual violation of applicable laws (including but not limited to Federal and State consumer protection laws), or your breach of the Terms.
3. You will also defend the Indemnified parties from Claims at your expense, with counsel reasonably acceptable to us, if instructed by us. The Indemnified Parties shall be entitled to participate in the defense of any such Claim without waiving or reducing any of your obligations under this Section. You shall also indemnify the Indemnified Parties for any expenses incurred in enforcing this Section.
 4. You will be responsible for any breach of the Terms by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
 5. Your use of the Services is at your sole risk. The Services are provided on an “**as is**” and “**as available**” basis without any warranty or condition, express, implied or statutory.
 6. Green Story does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
 7. Green Story does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
 8. Green Story is not responsible for any of your tax obligations or liabilities related to the use of Green Story’s Services.
 9. Green Story does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.
 10. Green Story does not warrant that the Services is free from viruses and shall not be liable for any possible losses or harm that may derive from interferences, omissions, interruptions, software viruses, telephone breakdowns or disconnections in the operational functioning of this electronic system caused by reasons unrelated to Green Story.

11. GREEN STORY SHALL NOT BE LIABLE TO ANY LOSS OR DAMAGES TO YOUR CUSTOMERS / CLIENTS / CONSUMERS OR ANY THIRD PARTY DUE THE USE OF OUR SERVICES BY YOU.

12. OUR LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT EQUAL TO THE FEES (EXCLUDING TAX) THAT YOU PAID TO US AND THAT RELATE TO THE 6 MONTHS PRIOR TO THE EVENT CAUSING THE DAMAGES.

12. FORCE MAJEURE

1. Provided it has complied with Sub-Clause II of Clause 12., if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
2. The Affected Party shall:
 - i. As soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - ii. Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
3. If the Force Majeure Event prevents, hinders, or delays the Affected Party’s performance of its obligations for a continuous period of more than thirty (30) days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 30 days’ written notice to the Affected Party.
4. Force Majeure is taken to mean every circumstance beyond the control of a Party, fully or partially impeding the fulfilment of that Party’s obligations towards the other Party, or as a result of which the fulfilment of a Party’s obligations cannot reasonably be required from that Party, regardless of the fact whether that circumstance could have been foreseen at the time this Agreement was concluded. Those circumstances will include measures by any government body, understaffing due to illness, (restricting measures imposed by any government as to prevent any) pandemics, force majeure applicable to a third party that has been engaged, including unscheduled maintenance or other disruptions of the hosting, server or cloud suppliers, technical breakdowns, loss of information or files, all in the broadest sense of the terms.

13. PRIVACY AND DATA PROTECTION

1. Green Story is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that Green Story's collection, usage and disclosure of this personal information is governed by our Privacy Policy.
2. To the extent that Green Story processes personal information of your customers as a "data processor" or "service provider" under certain data privacy or protection laws, including the EU or UK General Data Protection Regulation and the California Consumer Privacy Act, Green Story's collection and use of personal information is also subject to our Data Processing Addendum.

14. COMPLIANCE AND GOVERNING LAW

1. Both parties will comply with applicable laws in relation to the provision or use of the Services and associated Services
2. This Agreement shall be governed and interpreted with, and the rights of the parties shall be determined by, the laws of the province of Ontario, Canada. All disputes arising out of or in connection with the present Agreement shall be finally and exclusively settled by the courts of province of Ontario.

15. CHANGES

Green Story has the right to amend the Terms from time to time at its sole and absolute discretion. Green Story will notify you of any changes to the Terms by posting the updated Terms on Green Story's website and/or the Services and will revise the "**Updated**" date above. It is your responsibility to review the Terms frequently and to remain informed of any changes to them. Green Story will also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including but not limited to sending an email to the Primary Email Account, informing of the changes and/or by prominently posting notice of the changes on Green Story's website and/or Services. Your continued use of the Services now or following the posting of any such notice of any changes will indicate acceptance by you of such modifications.

Green Story may change the Fees for the Services from time-to-time. We will provide you with 30 days advanced notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the Green Story Customer Portal, or by similar means. Green Story will not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services (or any part thereof).

16. GENERAL CONDITIONS

1. **Entire Agreement:** The Terms, including the documents it incorporates by reference, constitute the entire agreement between you and Green Story and govern your use of the Services and your Account, superseding any prior agreements between you and Green Story (including, but not limited to, any prior versions of the Terms, unless the parties enter into a separate Master Service Agreement in relation to the Service(s)).
2. **Waiver:** The failure of Green Story to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision.
3. **Severability:** If any provision of the Terms, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect. If any provision, or portion of the provision, in these Terms is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms, and the Terms will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.
4. **Assignment:** Save for Green Story and its affiliates, you or anyone accessing Green Story Services pursuant to these Terms, unless otherwise provided in these Terms, no person or entity who is not a party to these Terms will have any right to enforce any term of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms. All the terms and provisions of the Terms will be binding upon and inure to the benefit of the parties to the Terms and to their respective heirs, successors, permitted assigns and legal representatives. Green Story will be permitted to assign these Terms without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without Green Story's prior written consent, to be given or withheld in Green Story's sole discretion.

17. SUB POLICIES:

1. [Privacy Policy](#)
2. [Carbon Policy](#)
3. [API License and Terms of Use](#)
4. [Data Processing Policy](#)