



29 November 2023

## Terms and conditions for CAD Trust Users (User Terms)

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### Applicability and Definitions

1. In these User Terms:

**CAD Trust** means the Climate Action Data Trust Limited.

**Data** means any results, information or materials collected, developed and/or obtained by the Registries, which result from or are prepared by the Registries in alignment with the CAD Trust Common Data Model (Data Model) and made accessible through the Services.

**Registry** means a registry of an independent crediting program or country providing Data to CAD Trust.

**Person** means any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

**Services** means aggregating Data from Registries and publishing or otherwise making it available to third party users of the CAD Trust (Users) via any of its software, platform or other systems (including the Data Dashboard).

**User** means any person using the Services other than the Registry (in its capacity as Registry) and CAD Trust.

**User Terms** means the terms of use in this document.

2. By using the Services and accessing the Data, the User is deemed to have accepted the terms and conditions set out in these User Terms.
3. These Terms are agreed by the Council of the CAD Trust (**Council**), for approval by its Board of Directors (Board). These Terms shall be reviewed and, as appropriate, revised at the latest twelve (12) months after their initial approval by the Board, following which they may be periodically revised.



## Grant of Rights and Fair Use Policy

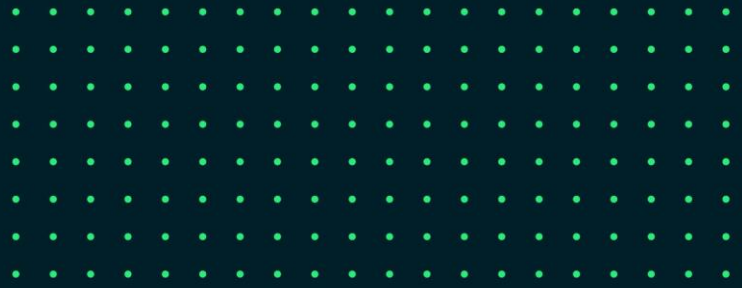
4. Each User acknowledges that the Data is the exclusive property of the Registries.
5. CAD Trust publishes Data and provides Services to promote transparency in carbon markets. CAD Trust allows Users to access and make use of the Data and the Services subject to the Terms specified in clause 6.
6. In consideration for the User's agreement to abide by the terms of these User Terms, as may be amended from time to time, and except as otherwise provided for in these User Terms, CAD Trust grants to the User a worldwide, limited, revocable, non-transferable, non-sublicensable and non-exclusive right to (i) make queries in the node published by CAD Trust; and (ii) view the information in the node published by CAD Trust.
7. Access to and use of the Data and the Services are subject to such terms and conditions which the Registries have imposed under the terms and conditions for registry connections to the CAD Trust (**Registry Terms**) (as amended from time to time).

## No Representations or Warranties; Limitation of Liability

8. Each representation and warranty in this Clause shall be made on the date on which the User accesses the Data/Services provided by CAD Trust.
9. Each User represents and warrants to CAD Trust that it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these User Terms and the transactions contemplated by these User Terms.
10. CAD Trust represents and warrants to each User that it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these User Terms and the transactions contemplated by these User Terms.
11. The Services and Data are provided on an "as is" basis. To the extent allowed by applicable law, the Registries and CAD Trust expressly disclaim all representations and warranties (save for those in Clauses above), whether expressed or implied, in connection with any Services and any Data, including as to the following matters: a) the accuracy, completeness, reliability, merchantability, non-personal nature, or fitness for any purpose, of the Data and/or Services, b) that the Services and/or the Data will be available and accessible without interruption or be free of any errors, c) title and non-infringement of any third-party proprietary rights by the Services and the Data or User's use thereof, d) the compatibility of the Services and the Data with any systems or technical requirements of any User, e) that the use of any Services or the Data will not contravene any applicable law or regulation to which the User may be subject to f) that the Services or the Data will be secure and free from any malware, viruses, bugs, or electronic surveillance; and g) the reliability, capability, or qualifications of any person expressly or implicitly referred to in the Services or the Data.



12. The Registries and CAD Trust shall not in any circumstances be liable for any losses, damages, costs or expenses (whether direct or indirect, incidental, consequential, liquidated, special, punitive or exemplary) whatsoever (including any loss of reputation, business, revenue or profits), that may be incurred (whether by the User or otherwise), including in connection with (a) making the Data and/or the Services available to the Users, (b) any User or the Registry's use, transmission or storage of the Data or data provided by any User, (c) any links in the Data and/or Services to websites or platforms, whether operated by or on behalf of Registries or not, (d) any delays or failure in performance or interruption of providing data, (e) any or all uses of the data contained in the Data or the Services that may affect or violate any patent, trademark, copyright, trade secret, other intellectual property right or any legal or proprietary right of any third party, or (f) the acts or omissions of any User, or person expressly or implicitly referred to in the Data or the Services.
13. To the fullest extent permitted by applicable law, under no circumstance will the Registries or CAD Trust be liable to the Users for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive or incidental damages (howsoever caused and on any theory of liability, including negligence), even if the Registries have been advised of the possibility of such damages.
14. Nothing in these User Terms is intended to exclude or limit either party's liability for fraud or any matter in respect of which applicable law prohibits the parties from excluding or limiting their liability.
15. To the extent permitted by applicable law, each User shall indemnify, defend and hold harmless CAD Trust and the Registries, their affiliates and each of their employees, officers, directors and agents from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, actual and reasonable attorneys' fees) arising out of a claim, suit, action, investigation or proceeding relating to the User's use of Data, breach of these User Terms or the **Registry Terms** as referenced in Clause 7, or the User's infringement of any intellectual property rights.
16. Access to and use of the Data and the Services is subject to CAD Trust's data protection and privacy policy, which is available on its website at <https://climateactiondata.org/privacy-policy/>
17. Notwithstanding any other provision of in these User Terms to the contrary, CAD Trust is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or duty of confidentiality.



### **Third Party Rights / Reliance**

18. Unless expressly provided to the contrary in these User Terms, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or to enjoy the benefit of any term of these User Terms.
19. Notwithstanding any term of these User Terms, the consent of any person who is not CAD Trust is not required to rescind or vary these User Terms at any time.
20. Each Registry may rely on any clause of these User Terms which expressly confers rights on it.

### **Ownership of instruments**

21. For the avoidance of doubt, neither the Registries nor the CAD Trust holds title or has an ownership interest in any instrument which Data is a subject of these User Terms or the Services.
22. Registries or CAD Trust makes no representation or warranty as to title or ownership interest in respect of any instrument which Data is a subject of these Terms or the Services.
23. Subject to applicable laws, any title or ownership matters relating to or in connection with an instrument (including legal or beneficial ownership rights, retirements and cancellations) remains subject to the rules of the relevant registry administered or operated by the Registry to which that instrument relates.

### **Termination**

24. These User Terms may be terminated at any time by the CAD Trust without liability to Registries or CAD Trust for such termination.

### **Fees**

25. The CAD Trust reserves the right to establish fees for the access and use of the Data/Services.



## Governing Law and Settlement of Disputes

26. These User Terms and any non-contractual obligations arising out of or in connection with it are governed by Singapore law.
27. Each User waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
  - a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
  - b) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues.
28. Each User agrees that in any proceedings in Singapore this waiver shall have the fullest scope permitted by the State Immunity Act 1979 and that this waiver is intended to be an irrevocable submission to jurisdiction for the purposes of the State Immunity Act 1979.
29. Any dispute, controversy or claim arising out of or relating to these User Terms, or the breach, termination or invalidity thereof and any non-contractual obligations arising out of or in connection with these User Terms, that cannot be resolved by negotiation within thirty days (30) from the notification of a dispute, controversy or claim shall be submitted to conciliation in accordance with the UNCITRAL Conciliation Rules. The place of conciliation shall be Singapore. The language to be used in the conciliation shall be English. If, and to the extent that any such dispute, controversy or claim has not been settled pursuant to the conciliation within sixty (60) days of the commencement of the conciliation it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration shall be administered by Singapore International Arbitration Centre (“**SIAC**”) in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of SIAC Court of Arbitration. There shall be a sole arbitrator. The place and seat of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English.