

H64

[HTTPS://ZEROCOP27.COM/](https://zerocop27.com/)

TERMS & CONDITIONS

Effective date: 04.11.2022

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR IF YOU CANNOT REMAIN IN COMPLIANCE WITH SUCH TERMS, PLEASE DO NOT ACCESS THE PLATFORM OR USE ANY OF THE SERVICES AND IMMEDIATELY CEASE SUCH ACCESS AND USE.

BY ACCESSING OR USING THE PRESENT PORTAL AND SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE, INCLUDING WITHOUT LIMITATION THE PRIVACY POLICY.

These Terms and Conditions (the "**Terms**") provide the key terms that apply to your use of our website and shall apply to all you activity with/on the online platform the <https://zerocop27.com/> (the "**Platform**") between H64, through its Zero Fund ("**H64**", "**we**" or "**us**") and persons who visit or use the Platform, as well as persons who use one or more services and functions offered on the Platform (collectively, the "**Services**") and who meet the requirements in accordance with the Platform (the "**Users**" or "**you**"). The Users and H64 each individually a "**Party**", and together the "**Parties**".

The Platform is focused on the CO2 Certificates intermediation, providing Users with the possibility to acquire CO2 Certificates.

Our Platform is owned by, and our Services are provided through, the operating entity called H64 (a company with registration number 853503423 at the RCS Pau, having its registered office at 3, rue d'Arros, Arudy, France).

Please note that H64 may modify these Terms or any additional terms that apply to the Platform or to a Service to reflect changes to our services or change in any applicable laws, or for other specific reasons. You should review the Terms regularly. We will provide notice of any changes to the Terms on this page and any service specific changes will be notified in the relevant page of the applicable service. Changes will not apply retroactively. Unless We specifically mention otherwise in a notice, changes will become effective immediately upon being posted. If You do not agree to the modified terms for a Service, please discontinue Your use of that Service.

1. Users Eligibility

The Platform is available and accessible worldwide. Notwithstanding, H64 may decide, upon its own will, to stop the Services/Platform worldwide availability, and may restrict or prohibit use of the Services from

certain states or foreign jurisdictions that will be publicly mentioned in these Terms (the "**Restricted Jurisdictions**"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

You further represent and warrant that you: (i) are of legal age to form a binding contract (at least 18 years old in any jurisdiction worldwide); (ii) have not previously been suspended or removed from using our Services; (iii) have full power and authority to enter into this agreement and in doing so, will not violate any other agreement to which You are a party; (iv) are not located in, under the control of, or a national or resident of any Restricted Jurisdiction; and (v) will not use our Services if any applicable laws in your country prohibit You from doing so in accordance with these Terms.

2. Platform use

H64 has developed and owns a blockchain enabled marketplace that allows Users to buy and sell carbon credits and receive Certificates for such buys..

The use of the Platform, in order to acquire such carbon credits involves the following steps:

- (i) Launch the <https://zerocop27.com/> website on your web browser;
- (ii) Scroll down to the bottom of the Platform;
- (iii) Fill the fields requiring your individual name/company name, the number of people for who you make the acquisition and the tons of CO2 you want to compensate/person.
- (iv) Insert your credit/debit card details and pay.

3. Payment and Fees

The price per ton of carbon per person is 35 EURO, which you can pay by using you credit/debit card.

The price set forth shall be deemed to have been earned on the date payment is received in accordance with the provisions hereof and shall be non-refundable.

The User acknowledges and agrees that orders placed will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in these Terms & Conditions.

4. Certificate delivery

Once your order is finalized, and paid price confirmed/received, we shall send to you the Certificate issued by the seller of the carbon credits on your name. We shall send the certificate to the email address you provide.

5. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share Your information.

6. Taxes

You are responsible for all taxes and other government fees and charges that may be applicable to Your use and any purchase on the Platform. We, H64, or any party associated therewith (in particular consultants, employees and other contractual partners) shall not be liable for any tax or withholding, including but not limited to any tax obligations in connection with Your use of the Services.

7. Use of the Services

When accessing or using the Platform, You agree that You will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Platform.

Without limiting the generality of the foregoing, you agree that you will not use the Platform to engage in any of the following categories of activities (the "**Prohibited Use**"):

- use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- use any robot or other automated means or interface not provided by us to access our Services or to extract data;
- use or attempt to use another user's data without authorization;
- develop any third-party applications that interact with our Services without our prior written consent;
- provide false, inaccurate, or misleading information; and
- encourage or induce any third party to engage in any of the activities prohibited under this Section.

8. No subscription

No subscription or membership fee is needed for the use of the Platform. Notwithstanding, the acquisition of carbon credits cost shall require the paying of the the price stipulated in article 3.

9. Copyrights and other Intellectual Property Rights

Unless otherwise indicated by Us, all copyright and other intellectual property rights in all content and other materials contained on the Platform or provided in connection with the Services, including, without limitation, the logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (the "**Intellectual Property Rights**") are the proprietary property of H64 or of our licensors or suppliers and are protected by copyright laws and other intellectual property rights laws.

10. Trademarks

"H64"/ "The Zero Fund"/"Zero Cop 27" name, logo, domain and any other "H64"/ "The Zero Fund"/"Zero Cop 27" product or service names, logos or slogans that may appear on the Platform or of our Services are trademarks of/belong to H64, effective worldwide, and may not be copied, imitated or used, in whole or

in part, without our prior written permission. You may not use any trademark, product or service name of H64 without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of "H64"/"The Zero Fund"/"zero Cop 27".

All other trademarks, registered trademarks, product names and company names or logos mentioned through our Platform and the Services are the property of their respective owners. Reference to any products, software, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Us.

11. Third-Party Content

We do not and cannot control, endorse or adopt any Third-Party Content and we shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between You and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that Your use of Third-Party Content, and your interactions with third parties, is at your own risk.

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

12. Termination

We may suspend or terminate Your use of Platform or terminate Your access to the Platform, in Our sole discretion without any liability to You or any third party, upon notice to You. Upon doing so, We may retain or delete any data, messages, files and other information or content that You provided through the Platform. Any personal information shall be handled in accordance with Our Privacy Policy.

Once terminated, you must not continue to use the Platform under the same identification name, or different name.

YOU AGREE THAT H64 WILL NOT BE LIABLE FOR ANY CONSEQUENCES TO YOU OR ANY OTHER PARTY FOR SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE PLATFORM OR SERVICES.

13. Disclaimer of Warranties

Except as expressly provided to the contrary in a writing by Us, our Services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular

purpose, title and non-infringement as to our Services, including the information, content and materials contained therein.

To the fullest extent permitted by law, and except as expressly provided in these Terms, all warranties whether express or implied including but not limited to warranties of Platform accuracy, accuracy of User content, fitness for a particular purpose, of satisfactory quality, security, non-infringement, system integration, availability, integrity, data accuracy, completeness, reliability or timeliness, suitability of content or services, or those warranties that arise from a course of dealing, usage, or trade practice are disclaimed. We make no warranty that any updates, upgrades, bug fixes, error corrections and/or enhancements of the software will be made or that any communications from and/or to the Platform would be secure or not intercepted.

H64 and its affiliates, suppliers, and agents do not warrant and expressly disclaim that: (i) your use of the platforms and/or services and access to and use of all of the tools and features thereon will be uninterrupted, or timely, error-free (or that any software, services, platforms or server(s) on which the services and platforms are hosted are free of viruses or other harmful components. Your use of the platform and the services and any content provided on or through the Platform and services and any receipt or download of content or information from Platform are entirely at your own risk, and you will be solely responsible for any damage to your property, data or person, including, but not limited to, your computer system and any device you use to access the Platform or services, or any other loss that results from accessing the Platform. No oral or written information or advice given by our representative shall create a warranty.

You acknowledge that information you share through our Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, a force majeure event or other disasters including third party attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you share through our Services.

14. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall H64 or its suppliers, directors, officers, employees, contractors, agents or representatives be liable for, including but not limited to, any direct, indirect, punitive, exemplary, incidental, special, consequential damages or losses (including loss of profits, loss of revenue, loss of business, loss of savings, loss of data, or loss of goodwill). H64 cannot be kept liable for any damages of whatsoever nature that result from or arises in connection with: (i) the use of, delays in operation, transmission or response of, or inability to use the Platform or the Services; (ii) any content of the Platform and/or the Services; (iii) statements or content posted on the Platform and/or the Services; (iv) any service purchased or obtained through the Platform; (v) any action taken in response to or as a result of any information available on the Platform or the Services; (vi) any damage caused by mistakes, inaccuracies, omissions, errors, interruptions or loss of access to, deletion of, failure to store, failure to back up, or alteration of any content on the Platform or the Services, or (vii) any other failure of performance of the Platform or Services or other matter relating to the Platform and/or the Services, in each case whether or not caused by events beyond our control, including, but not limited to, acts of nature,

communications line failure, theft, destruction, or unauthorized access to the Platform or Services or content stored therein, irrespective of whether a claim is based on contract, negligence, tort, strict liability, or otherwise, even if we have been advised of the possibility of such damage or losses.

This Section is universally applicable to all Users, regardless of geographical position or jurisdiction.

15. Indemnification

You agree to indemnify and hold Us and Our affiliates, officers, employees and agents, harmless from and against all liabilities, losses, demands, claims, damages, penalties, interests and expenses (including ensuing legal expenses and costs) arising from any third-party claims resulting from:

- any injury or damages resulting from User behaviour related to the use of the Platform and the Services; and
- breach by the User of these Terms or violation of any applicable law, regulation or order.

16. Applicable Law. Jurisdiction

Any dispute between the Parties in connection with these Terms and Conditions are governed by French law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and H64 will not commence against the other a class action, class arbitration or representative action or proceeding.

You and H64 further agree to attempt informal resolution prior to any demand for litigation.

In case of dispute, the User which is a consumer may seize the competent jurisdiction with territorial jurisdiction under the law. In the event of no mandatory jurisdiction by the law, only the courts of the jurisdiction of the Court of Appeal of Paris will be competent.

17. Miscellaneous

Entire Agreement. These Terms and Conditions, including the Privacy Policy represent the entire agreement between the Parties, and supersede all prior understandings between the Parties regarding the Services.

Amendment. We reserve the right to make periodic changes to these Terms, at our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes by providing a visible notice on the Platform and/or by posting the amended Terms and updating the "**Effective date**" at the top of these Terms.

Waiver. If H64 fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve You from compliance with such obligations. No waiver by H64 of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated specifically to You in writing.

Severability. If any of the terms of these Terms is determined by a competent court or arbitral tribunal to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by applicable law.

Assignment. You may not assign or transfer any of your rights or obligations under these Terms to anyone without prior written express consent from H64, including by operation of law or in connection with any change of control, and any attempt to do so will be null and void. H64 may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval, at its sole discretion.

Notices. All notices required or permitted to be given under these Terms shall be in writing and shall be deemed to have been duly given if delivered by email or posted on the [www. h64.fr/zerofund.eu/](http://www.h64.fr/zerofund.eu/) zerocop27.com websites.

18. Complaints

H64 strives to give you optimal service. H64 will only provide information and advice about the functioning of the Platform and the Services. For avoidance of doubt, H64 explicitly does not: (i) give Users any personal advice on recommended settings nor uses of the carbon credits; or (ii) give Users any personal financial advice.

If you have a complaint, comment or suggestion, you can contact us at h64@h64.fr Please provide us with your contact details, and a clear description and reason for your complaint. Complaints are usually processed within 7 working days.

If you are a consumer residing in the European Union, you can also submit a complaint by completing an electronic complaints form through the ODR web portal at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>. The H64 contact email which you may include as part of your ODR submission is info@h64.fr.