

1 Introduction

1.1 Application of these Terms

Subject to clause 1.2:

- (a) these Terms apply to your use of the Services (as that term is defined below);
- (b) by setting up an account, applying for Access Credentials (as that term is defined below), clicking *I agree* or accessing or using the Services:
 - (i) you agree to these Terms; and
 - (ii) where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms; and
- (c) if you do not agree with any part of these Terms, then you are not authorised to access and use the Services, and you must immediately stop doing so.

1.2 Enterprise Terms

If you have subscribed to the enterprise version of the Services, the Enterprise Terms and Conditions set out at www.carbonapi.io/enterpriseterms will apply to your use of the Services, unless otherwise agreed in writing between you and us.

2 Changes

- (a) Subject to clause 2(d):
 - (i) we may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website; and
 - (ii) unless stated otherwise, any change takes effect from the date set out in the notice.

- (b) If a revision is material (in our reasonable opinion), we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect.
- (c) You are responsible for ensuring you are familiar with the latest Terms.
- (d) If a change to these Terms is detrimental to you, you may terminate these Terms and your right to access and use the Services on no less than 10 days' notice, provided the notice is received by us before the date that the change takes effect. If you give notice under this clause 2(d), the previous version of the Terms will apply to your access to and use of the Services during the notice period. If you do not exercise your termination right under this clause, and you continue to access and use the Services from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- (e) These Terms were last updated on 1st August 2025.
- (f) We may modify, add, remove, replace or upgrade any or all of the APIs (including the data fields of those APIs) at any time at our discretion ("**Modification**"). We will use reasonable efforts to keep you informed of any upcoming Modifications via the Website and/or Portal, and where practicable will provide at least 30 days' prior notice of any Modification by posting a notice on the Website and/or in the Portal. You may discontinue use of the APIs following a Modification. Any continued access and use of the modified APIs following a Modification will be deemed to be an acceptance of that Modification.

3 Definitions and Interpretation

3.1 Definitions

For the purposes of these Terms, as the context permits, the following terms have the following meanings:

"Access Credentials" means any token, user name, password or other access credentials that we provide to you or you create to access and use the Services or parts of the Services.

"APIs" means our application programming interfaces, including documentation and sample code, as updated by us from time to time.

“Approved Purposes” means:

- (a) your lawful internal business purposes; and
- (b) the lawful provision of Your Application to End Users.

“Data” means the Input Data and the Output Data.

“Documentation” means the documentation for the APIs and SDKs provided or made available by us to you, including via the Website and/or Portal.

“Effective Date” means the date that you first by set up an account, apply for Access Credentials, click *I agree* or access or use the Services.

“End User” means a third party user of Your Application.

“Feedback” means feedback, innovations, or suggestions sent by you regarding the attributes, performance or features of the Services.

“Fees” means the fees (plus Sales Tax) payable for your use of the Services, as set out on the Website or otherwise agreed between you and us in writing, and as updated from time to time by us.

“Input Data” means all data, content, and information (including personal information) owned, held, used or created by you or an End User or on your or an End User’s behalf that is inputted into the Underlying Systems by your use of the Services.

“Output Data” means all data, content, and information (including personal information) generated from the Input Data by your use of the Services and outputted to you.

“Personal Information” means information about an identifiable, living person, including personal data, personally identifiable information and equivalent information as defined under applicable privacy and data protection laws.

“Portal” means the developer portal accessible at the Website, including all documentation and other materials available via that portal.

“Privacy Policy” means our privacy policy accessible on the Website.

“Related Entity” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or

more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.

“Sales Tax” includes sales tax, use tax, goods and services tax, value added tax and equivalent tax payable under any applicable law.

“SDK” means a software development kit provided by us to you, including all software libraries (in source and/or object code format) and documentation included with that kit.

“Services” means the APIs, the SDKs, the Portal and the other services provided by us through use of the APIs and SDKs.

“Subscription Term” has the meaning defined in clause 7.

“Terms” means these terms titled *CarbonAPI Standard Terms and Conditions*.

“Underlying Systems” means the IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third party solutions, systems and networks.

“we”, “us” or “our” means CarbonTrail Limited, a duly incorporated company registered in New Zealand.

“Website” means the internet site at carbonapi.io, or such other site notified to you by us.

“Year” means a 12 month period commencing on the Effective Date or any anniversary of the Effective Date.

“you” or “your” means you or, if clause 1.1(b)(ii) applies, both you and the person on whose behalf you are acting.

“Your Application” means a software application or service provided by you to third parties that is established under your account for the Services.

3.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) the headings are for convenience only and have no legal effect;
- (b) the singular includes the plural and vice versa;
- (c) **“including”** and similar words do not imply any limit;

- (d) **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
- (e) a reference to **personnel** includes officers, employees, contractors and agents, but a reference to your personnel does not include us; and
- (f) monetary references refer to US dollars.

4 Licence

4.1 Grant of licence

We grant you, and you accept, a non-exclusive and non-transferable licence for the duration of these Terms to:

- (a) use, copy, translate, modify, and make derivative works of the APIs and SDKs for the purpose of integrating Your Application and Underlying Systems;
- (b) make calls to the APIs; and
- (c) otherwise access and use the Services,

in each case, solely:

- (d) for the Approved Purpose; and
- (e) in accordance with these Terms and the Documentation.

4.2 Non-exclusive

Nothing in these Terms prevents us from providing the Services to any other person.

5 Data

5.1 Acknowledgements

Transparency is one of our core values. This value applies to our use of the Data, so the following acknowledgements are important for you to understand as the basis on which you provide the Data:

- (a) we acknowledge that the Data processed by the Services may be sensitive and we respect that.
- (b) you acknowledge that the Services use machine learning and other technology that improves and enhances the Services on an automated basis, including to improve the accuracy and efficiency of the Services. This includes:
 - (i) processing, storing, and using, both Data and other users' data to explore and identify patterns; and
 - (ii) using Data and other users' data to support development of improved or additional features within the Services.
- (c) you acknowledge that we may authorise our personnel to access and use the Data for the purposes contemplated in these Terms.
- (d) you grant us, and you must arrange and ensure that End Users arrange, all necessary consents and approvals for us to access the Data for the purposes contemplated in these Terms.
- (e) you acknowledge and agree that to the extent Data contains Personal Information, in collecting, holding and processing that Personal Information through the Services, we are acting as a data processor and/or service provider (or the equivalent under applicable privacy and data protection laws) for the purposes of applicable privacy and data protection laws. You must obtain, and you must ensure that End Users obtain, all necessary consents from the relevant individual to enable us to collect, use, hold and process that Personal Information in accordance with these Terms.

5.2 Data Protection

We will:

- (a) implement and maintain information security procedures that comply with good industry practice, to protect the Data in our possession or control, including through appropriate choice of third-party outsourced service providers who host the Data; and
- (b) take reasonably practicable steps to ensure that all technology used in the delivery of the Services accords with good industry practice in relation to the encryption systems, anti-virus, patches, updates, and upgrades for security purposes.

5.3 Data storage locations

You agree that we may store Data (including any Personal Information) in secure servers in Australia and New Zealand and may access that Data (Including any personal information) in Australia and New Zealand from time to time.

6 Your Responsibilities

6.1 Use of Services

You:

- (a) must follow our reasonable directions about the use of the Services;
- (b) must only use the Services for the Approved Purposes and in accordance with these Terms and the Documentation. Where separate terms apply to any certification, you must comply with those terms, including by not making any carbon-related representations or claims that do not comply with the certification terms;
- (c) are responsible for the use of the Services by your personnel and anyone who accesses or uses the Service using your Access Credentials. A breach of any of these Terms by your personnel or anyone using your Access Credentials is deemed to be a breach of these Terms by you;

- (d) must not, and you must not permit any other person to:
 - (i) copy, translate, modify, or make derivative works of the APIs or SDKs, other than as permitted under clause 4.1; or
 - (ii) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organisation for the whole or any part of the APIs, SDKs, Portal or Underlying Systems;
- (e) must not resell or make available the APIs, SDKs or access to the Portal to any third party;
- (f) must not commercially exploit the Services or make available the Services to any third party, other than as permitted under clause 4.1;
- (g) must comply with the API call limits and other API policies set out in the Documentation, and not attempt to circumvent those limits and policies;
- (h) must not use or access the APIs or SDKs in order to monitor the availability, performance, or functionality of any of the APIs or Underlying Systems or for any similar benchmarking purposes;
- (i) must not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- (j) must correctly identify the sender of all electronic transmissions;
- (k) must not attempt to undermine the security or integrity of the Underlying Systems;
- (l) must not use, or misuse, the Services in any way which may impair the ability of any other user to use the Services;
- (m) must not attempt to view, access or copy any material or data other than that to which you are authorised to access;
- (n) must not use the Services in a manner, nor transmit, input or store any Data, that breaches any third party right (including intellectual property rights and privacy rights) or is objectionable, defamatory, obscene, harassing, threatening, harmful, unlawful, incorrect or misleading; and

- (o) are responsible for:
 - (i) procuring all licences, authorisations and consents required for you and your personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services; and
 - (ii) ensuring that End Users procure all licences, authorisations and consents required for End Users and their personnel to use the Services as integrated into Your Application, including for End Users and their personnel to use, store and input Data into, and process and distribute Data through, the Services as integrated into Your Application.

6.2 Your Application

You agree that you are and will be solely responsible and liable for, and we have no responsibility or liability of any kind for, the content, development, operation, support or maintenance of Your Application. Without limiting the foregoing, you are solely responsible for:

- (a) the operation of Your Application;
- (b) creating and displaying information and content on, through or within Your Application;
- (c) End Users' use of Your Application or any Data displayed and transmitted through Your Application;
- (d) ensuring that Your Application does not violate or infringe the rights (including intellectual property rights and privacy rights) of any third party and is not objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way;
- (e) the privacy, security and integrity of Data displayed and transmitted through Your Application; and
- (f) complying with all applicable laws and regulations (including laws and regulations related to privacy and data protection).

6.3 Your Indemnities

You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from:

- (a) any actual or alleged claim by a third party that any Data infringes the rights of that third party (including intellectual property rights and privacy rights) or that the Data is objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way; or
- (b) any claim brought against us by a third party, to the extent the claim arises from or in connection with Your Application or any matter for which you have expressly agreed to be responsible under these Terms.

6.4 Personal Information

- (a) Our Privacy Policy, as updated from time to time, applies to our collection, storage, use, and disclosure of Personal Information other than Personal Information that is part of the Data. Please read our Privacy Policy carefully before providing us with any Personal Information other than as part of the Data.
- (b) Where you provide us with Personal Information about any individual other than yourself other than as part of the Data, you are responsible for ensuring that you have all necessary authorisations to provide that Personal Information to us for the purposes set out in our Privacy Policy.

6.5 Warranties

By registering to use or using the Services, you represent and warrant that:

- (a) you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the Terms;
- (b) you have provided accurate and current user account details when registering with us; and
- (c) you have the authority to act on behalf of any person for whom you are using the Service.

6.6 Security

- (a) You are responsible for keeping your Access Credentials secret and secure.
- (b) You must immediately notify us if you become aware of any use of your Access Credentials by another person or any breach of security, by sending an email to hello@carbonapi.io.

6.7 Data Backups

You:

- (a) are responsible for making periodic back-ups of the Input Data to mitigate any risk of you suffering loss or damage in connection with any loss of, or corruption to, the Input Data;
- (b) acknowledge that although we perform regular backups of the Input Data, we do not guarantee there will be no loss of, or corruption to, Input Data;
- (c) acknowledge that we do not store or backup the Output Data;
- (d) agree to maintain a complete and accurate copy of the Data in a location independent of the Services; and
- (e) agree that we have no liability for any loss of, or corruption to, Data.

7 Subscriptions and Payment

7.1 Subscriptions

- (a) Use of the Services are provided on a subscription basis, with each subscription having a term length as selected by you when subscribing to the Services via the Website or otherwise agreed in writing between us and you ("**Subscription Term**").
- (b) When a Subscription Term expires, then unless we have agreed with you in writing a new subscription term, the Subscription Term automatically extends for another Subscription Term of the same length as the original Subscription Term on our then-current Fees for the Services, until you terminate your subscription in accordance with

these Terms or we give written notice that your subscription will cease at the end of the then-current Subscription Term.

7.2 Fees

You agree pay to us the Fees and all other amounts payable under these Terms. Fees exclude Sales Tax, which you must pay where applicable, subject to us providing you with a valid Sales Tax invoice. Fees paid are non-refundable, except where we (at our sole discretion) agree to provide a pro-rata refund where a Subscription Term terminates partway through.

7.3 Payment method

You must pay the Fees and all other amounts payable under these Terms by debit or credit card through our payment processor (currently Stripe). Our payment processor will process payment of the Fees in advance of each Subscription Term. You authorise our payment processor to process payment of the Fees and any other outstanding amounts (as applicable) as they become due. You acknowledge that our payment processor may have separate terms applicable to processing payments, and you are responsible for reading and accepting those terms.

7.4 Non-payment

If our payment processor is unable to collect the Fees or any other amounts payable under these Terms from your debit or credit card for any reason, you remain responsible for the uncollected amounts and, without limiting any of our other rights or remedies, we may temporarily suspend your right to access and/or use the Services. We may also charge you default interest which becomes immediately due for payment, and/or require you to pay, on demand, all costs and expenses incurred by us in the recovery or attempted recovery of any overdue amount, including any debt collection agency fees, legal fees and administration costs.

7.5 Fee changes

We update the Fees on the Website from time to time. Where we have agreed Fees with you for a Subscription Term, the Fees applicable during any subsequent Subscription Term will be calculated at our then-current Fees, unless expressly otherwise agreed in writing with you.

8 Intellectual Property

8.1 Data

We claim no ownership rights over any Data. Nothing in these Terms transfers ownership of any Data. However, you acknowledge that the models we use to provide the Services, which are derived from anonymised data, are owned by us, in accordance with clause 8.2.

8.2 Our rights

Title to, and all intellectual property rights in, the Services, and Underlying Systems (excluding Data, but including the models we use to provide the Services, which are derived from anonymised data) and all information, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel forming part of the Services and Underlying Systems are the property of us and/or our licensors. Nothing in these Terms transfers that ownership and you agree to not dispute our ownership of such items at any time.

8.3 Protection of Intellectual Property

The Services are protected by copyright, trade mark, and other laws of both New Zealand and other countries. Our trade marks and trade dress may not be used in connection with any product or service (including Your Application) without our prior written consent.

8.4 Licence for the Data

You grant us, and must procure that End Users grant us, a worldwide, non-exclusive, fully paid up, transferable, perpetual, irrevocable, sub-licensable, licence to use, store, copy, modify, translate, make available and communicate the Data for any purpose connected with the exercise of our rights and performance of our obligations under these Terms.

8.5 Feedback

- (a) You assign all rights, title and interest in any Feedback you provide us. If for any reason such assignment is ineffective, you agree to grant us a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

- (b) Anything created by us as a result of the Feedback (including new material, enhancements, modifications or derivative works), is owned solely by us.

9 Cancellation and Termination

9.1 Cancellation by You

- (a) You are entitled to terminate these Terms and your right to access and use the Services at any time with effect from the end of the then-current Subscription Term by emailing us at hello@carbonapi.io.
- (b) You may also terminate these Terms and your right to access and use the Service in accordance with clause 2(d).

9.2 Termination or Suspension by Us

We may terminate these Terms and your right to access and use the Services, or suspend your access to and use of the Services, immediately, without prior notice or liability, if:

- (a) we reasonably consider that you have:
 - (i) undermined, or attempted to undermine, the security or integrity of the Services or Underlying Systems;
 - (ii) used, or attempted to use, the Services for improper purposes or in a manner that reduces the operational performance of the Services; or
 - (iii) breached these Terms or any applicable law; or
- (b) you become insolvent, liquidated or bankrupt, have an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, become subject to any form of insolvency action or external administration, or cease to continue business for any reason.

9.3 Consequences of Termination

- (a) Termination of these Terms and your right to access and use the Services:
 - (i) terminates your right to use the Services immediately;

- (ii) is without prejudice to any rights of a party which accrued up to and including termination; and
 - (iii) will not affect the provisions of these Terms which by their nature survive termination including regarding warranties, indemnities, liability, intellectual property, termination, and section 13 (General).
- (b) No compensation is payable by us to you as a result of termination of these Terms and your right to access and use the Services for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid.

10 Warranties

10.1 General

The Services are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

10.2 Disclaimers

- (a) To the maximum extent permitted under applicable law, we expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.
- (b) Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind that the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- (c) Without limiting the foregoing, we make no representation or warranty of any kind, express or implied:
 - (i) as to the operation or availability of the Services, or the information, content, and materials or products included in or generated by the Services;

- (ii) that the Services will be uninterrupted or error-free; or
 - (iii) as to the accuracy, reliability, or currency of any information or content provided or generated by through the Services, recognising that the Services use technology and models that are constantly evolving.
- (d) Without limiting the foregoing, you acknowledge and agree that:
- (i) the Services use artificial intelligence technology to produce carbon footprint insights (“**Insights**”);
 - (ii) due to the use of the artificial intelligence technology, the Insights can be factually incorrect, irrelevant, or nonsensical;
 - (iii) we use automated tests to test the accuracy of Insights, but do not manually check Insights to ensure that they are correct, accurate, complete, current, or suitable for any use or purpose (together, the “**quality standards**”);
 - (iv) you use and rely on the Insights at your own risk and on an *as is* and *as available* basis;
 - (v) to the maximum extent permitted by law, we disclaim all warranties, conditions, guarantees, and/or representations relating to the Insights, including relating to the quality standards. You agree that we have no responsibility or liability for or in relation to the Insights or your use of the Insights; and
 - (vi) we recommend that you:
 - review the Insights for correctness, accuracy, completeness, currency and suitability before using the Insights in any way, including publishing them or providing them to a third party; and
 - include user acknowledgements and disclaimers with an effect equivalent to the acknowledgements and disclaimers above in the terms of use for Your Application, or otherwise adequately bring such acknowledgements and disclaimers to the attention of users of Your Application.

1.2 Exclusion

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you. In such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

2 Liability

2.1 Exclusions

To the maximum extent permitted by law, in no event will we be liable for any:

- (a) special, incidental, indirect, or consequential damages whatsoever;
- (b) loss of profits, revenue, savings, business, use, data (including Data) or other information and/or goodwill; or
- (c) business interruption or loss of privacy,

arising out of or in any way related to the use of or inability to use the Services or otherwise in connection with these Terms, even if we have been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

2.2 Limitation

Notwithstanding any damages that you might incur, to the maximum extent permitted by law, our entire liability under or in connection with these Terms and/or your use of the Services, and your exclusive remedy for all of the foregoing, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by you under these Terms in the previous Year (which in the first Year is deemed to be the total Fees paid by you from the Effective Date to the date of the first event giving rise to liability).

2.3 No liability for your failure

We will not be responsible, liable, or held to be in breach of these Terms for any failure to perform our obligations under these Terms or otherwise, to the extent that the failure is caused by you failing to comply with your

obligations under these Terms, or by your negligence or misconduct or the negligence or misconduct of your personnel.

2.4 Mitigation

You must take reasonable steps to mitigate any loss or damage, cost or expense you may suffer or incur arising out of anything done or not done by us under or in connection with these Terms.

3 Links to Other Websites and Services

The Portal may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and privacy policies of any third-party websites or services that you visit.

4 General

4.1 Entire Agreement

Except as provided in this clause 13.1, these Terms set out everything agreed by the parties regarding your use of the Services and supersede anything else discussed, exchanged or agreed prior to you agreeing to these Terms, the parties have not relied on any representation, warranty or agreement relating to the Services that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from date these Terms take effect. However, if we and you have entered into a separate agreement that refers to, or incorporates, these Terms, then these Terms will apply subject to that separate agreement. The parties agree that it is fair and reasonable that the parties are bound by this clause 13.1.

4.2 Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

4.3 Waiver

Except as provided in these Terms, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

4.4 Force majeure

We are not liable to you for any failure to perform our obligations under these Terms to the extent the failure is caused by something beyond our reasonable control.

4.5 Assignment

You may not assign or transfer any right or obligation under these Terms without our prior written consent. We may, assign, transfer or novate any or all of our rights and obligations under these Terms to any Related Entity or successor entity (including any entity that acquires all or any part of our business or assets).

4.6 Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of New Zealand. The parties submit the non-exclusive jurisdiction of the courts of New Zealand in relation to any dispute arising under or in relation to that Agreement.

4.7 Dispute Resolution

If you have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by contacting us. If this does not resolve the dispute, then:

- (a) you will promptly give full written particulars of the dispute to us;
- (b) the parties will promptly meet (including by phone or video conference) and try to resolve the dispute;
- (c) if the dispute is not resolved within 10 business days of written particulars being given (or any longer period agreed to by the parties), either party may refer the dispute to mediation; and

- (d) neither party may commence other legal proceedings, except an application for urgent interlocutory relief, without using the mediation procedure first, and only if the dispute has not been resolved within 20 business days of the appointment of the mediator.

4.8 Contact Us

If you have any questions about these Terms, you can contact us at hello@carbonapi.io or by using the contact details provided on the Website.