

Terms of Use

May 2020

1. Ownership of the Website

- 1.1. These terms and conditions of use ("Terms of Use") apply to the Climeworks website located at www.climeworks.com and all associated websites linked to it by Climeworks and its affiliates (collectively, the "Website").
- 1.2. The Website is the property of Climeworks AG ("Climeworks").

2. Agreement to the Terms of Use

- 2.1. By using the Website, you agree to these Terms of Use. As long as you comply with these Terms of Use, Climeworks grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.
- 2.2. We may amend these Terms of Use from time to time. The most current version will be available on <https://climeworks.com/page/website--terms--use>. Amended Terms of Use shall become effective from the date of publication on the Website.
- 2.3. Your continued use of the Website following the publication of amended Terms of Use will mean that you agree to and accept to be bound by them.

3. Use of the Website

- 3.1. We reserve the right to bar any activity aimed at obtaining any materials, documents or information through any means not purposely made available through the Website.
- 3.2. You may not attempt to gain unauthorized access to any part of the Website or any service or system connected to the Website by hacking or any other illegitimate means.
- 3.3. You may not test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website.
- 3.4. You may not trace any information on any other user of the Website to reveal any information, in particular personal identification or information, other than your own information.
- 3.5. You agree not to use any device or software to interfere or attempt to interfere with the proper working of the Website, any transaction being conducted on the Website or with any other person's use of the Website.
- 3.6. You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of Climeworks or others.

4. Other Terms and Conditions

- 4.1. Additional terms and conditions may apply to purchases of products or services and to specific parts of the Website. If there is a conflict between

conditions, the additional terms and conditions shall control with respect to such product or service or your use of the specific part of the Website.

- 4.2. Climeworks' obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided and nothing on this Website should be construed to alter such agreements.
- 4.3. Climeworks may make changes to any products or services offered on the Website or to the applicable prices for any such products or services at any time without notice.
- 4.4. Climeworks' [Privacy Policy](#) applies to the use of this Website and its terms are made part of these Terms of Use.
- 4.5. By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

5. Links

- 5.1. The Website may contain links to independent third-party websites ("Linked Websites").
- 5.2. Linked Websites are provided solely as a convenience to you. Such Linked Websites are not under Climeworks' control and Climeworks is not responsible for and does not endorse the content of such Linked Websites.

6. Intellectual Property

- 6.1. All text, graphics, artwork, photographs, user interfaces, visual interfaces, trademarks, logos, sounds, computer code and other information (collectively "Content"), including but not limited to the selection and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to Climeworks and is protected by copyright, trade dress, patent and trademark laws as well as other intellectual property rights and unfair competition laws.
- 6.2. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, translated or otherwise distributed to any other computer, server, website or other medium for publication or distribution or for any commercial purpose without Climeworks' express prior written consent.
- 6.3. You may use information on Climeworks' products and services purposely made available by Climeworks for downloading from the Website,

provided that you do not remove any proprietary notice language in all copies, use such information only for your personal and non-commercial informational purpose and make no modifications to any such information.

- 6.4. No rights other than set out in Section 6.3 are granted. In particular, no license, rights of use and/or ownership of any kind of Climeworks' intellectual property are granted and all know-how, patents, trademarks, tradenames, designs, copyrights, manufacturing or business secrets and all other intellectual property which are/is owned by Climeworks shall remain the exclusive and unrestricted property of Climeworks.
- 6.5. Any feedback you provide on or based on the Website shall be deemed to be non-confidential and Climeworks shall be free to use such information on an unrestricted basis.

7. No Warranties

- 7.1. No warranty is given in respect of the accuracy, reliability, completeness, non-infringement and fitness for a particular purpose of the information provided on the Website, meaning that the Website and its Content are made available on an "as is" and "as available" basis. Climeworks reserves the right to change, modify, add or remove portions of the Website, in full or in part, without notice.
- 7.2. In particular, Climeworks does not promise that the Website or any Content or service will be error-free or available without interruption. Climeworks cannot ensure that any data you download from the Website will be free of viruses or destructive features.
- 7.3. Climeworks disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Website and/or any service. Your sole remedy against Climeworks for dissatisfaction with the Website or any Content is to stop using the Website or any Content.

8. Violation of the Terms of Use

- 8.1. Climeworks may, at its sole discretion and without prior notice, terminate your access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You agree that Climeworks will not be liable to you or any third party for termination of your access to the Website as a result of any violation of these Terms of Use.
- 8.2. You agree that Climeworks may, at its sole discretion and without prior notice, terminate your access to the Website based on applicable law and requests by law enforcement or other government agencies and in case of unexpected technical issues or problems.
- 8.3. You agree that we may preserve any transmittal or communication by you with Climeworks through the Website. Climeworks reserves the right to disclose any information that Climeworks deems necessary to comply with any applicable law, regulation or legal process, in particular to protect the rights, property or personal safety of Climeworks, its employees, users of the Website and the public.

9. Liability and Indemnification

- 9.1. In no event will Climeworks be liable for any material or immaterial direct, incidental, special, indirect or consequential losses or damages (including loss of use, loss of profit and third party claims) arising out of or in connection with the Website, any Content or service and any misuse thereof or technical limitations of the Website.
- 9.2. You agree to indemnify and hold Climeworks, its officers, directors, shareholders, employees, agents and affiliates harmless from any demands, losses, liability, claims or expenses (including attorneys' fees), made against Climeworks by any third party arising out of or in connection with your use of the Website.

10. Miscellaneous

- 10.1. Although the Website is accessible worldwide, not all features, products or services discussed or offered through the Website are available to all persons or in all geographic locations. Climeworks reserves the right to limit, at its sole discretion, the provision and quantity of any product or service to any person or geographic area. Any offer for any product or service made on the Website is void where prohibited. If you choose to access the Website from outside Switzerland, you do so on your own initiative and you are solely responsible for complying with applicable local laws.
- 10.2. The invalidity or unenforceability of any provisions of these Terms of Use shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision reflecting the intent of the invalid or unenforceable provision to the maximum extent permitted by applicable law.
- 10.3. These Terms of Use and all matters relating to your access to or use of the Website, including all disputes, shall be governed by substantive Swiss law. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. If a dispute cannot be resolved, the ordinary courts of Zurich, Switzerland, shall have exclusive jurisdiction.