



# SAF Registry

## Terms and Conditions

The following terms and conditions (the "**Registry Terms**") are the terms required to be entered into by the registered and approved User of the Registry (the "**User**") and the **CIVIL AVIATION DECARBONIZATION ORGANIZATION (CADO)** ("**CADO**") and govern the User's use of the Registry, and the Services provided by CADO.

THESE TERMS AND CONDITIONS ARE FOR REFERENCE ONLY AND THE PRIMARY CONTRACTUAL TERMS ARE THOSE ACCEPTED BY THE USER ONLINE AS PART OF THE REGISTRATION FOR ACCESS TO AND USE OF THE SAF REGISTRY. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND THE TERMS ACCEPTED BY THE USER ONLINE, THE ONLINE USER ACCEPTED TERMS SHALL TAKE PRECEDENCE AND PREVAIL.

### Registration

- 1.1. In order to register for the Registry and Services, the User must be a duly identifiable legal person.
- 1.2. The User undertakes to ensure that all information required for the registration application have been provided and that all information submitted is accurate, correct, lawful and valid.
- 1.3. Following submission of an online registration application form, and prior to being granted access to the Registry, CADO may request additional documentation and information from User to complete any verification or due diligence checks on the User. Any delay in providing such additional documentation or information may invalidate the User's application.
- 1.4. The User acknowledges and permits CADO to use any and all information provided on the registration application to undertake all appropriate and necessary action and due diligence, including but not limited to compliance and sanctions checks, in order to verify the User and grant consent to use the Registry and its Services.
- 1.5. CADO may implement any such due diligence checks and requirements via integration with a professional service performed by a third party specializing in the provision of such services. Any data User submits in compliance with these requirements shall be collected, processed, and retained in a manner consistent with CADO's and that third party's data and privacy policies and applicable law. User further consents to CADO using its data and information and disclosing the same to any such third-party professional service provider.
- 1.6. Access to the Registry is at the absolute discretion of CADO and CADO reserves the right to reject any registration application and to deny access to the Registry and the Services, for any or no reason, whatsoever.
- 1.7. Only a User whose registration application has been approved by CADO will be authorized and permitted to access and use the Registry and its Services.
- 1.8. Access to the Registry will be granted to the User under the following conditions:
  - 1.8.1. The User agrees and acknowledges that any designated natural persons are authorized representatives of the User and warrants that such designated natural persons have the authority to act on behalf of the User, and that any such use will be

- binding on the User without limitation.
- 1.8.2. The User and its representatives shall only access and use the registry and Services in the manner prescribed by CADO and in accordance with these Registry Terms.
  - 1.8.3. The User has paid the applicable subscription and usage fees, and these fees have been received by CADO. Lack of payment in due time of the applicable subscription and usage fees may entitle CADO to suspend or terminate the User's access to the Registry.
  - 1.8.4. The User adhering to the process, procedures, rules and obligations the Services as set out in any Registry Documentation (as defined below) made available by CADO.
  - 1.9. Notwithstanding any registration approval by CADO, CADO reserves the right to change the prerequisites and conditions for access to and use at any time. Any such change shall be notified to the User and these Registry Terms may be modified accordingly.

## 2. Definitions

- 2.1. The following definitions will apply to these Registry Terms:
  - 2.1.1. "**CADO**" means the Civil Aviation Decarbonization Organization (CADO) with its registered office at SS135-800 rue du Square-Victoria, Montreal QC H3C 0B4, Canada.
  - 2.1.2. "**Confidential Information**" means any information, in whatever form or medium, of CADO furnished or otherwise made available to the User in connection with these Registry Terms (including, without limitation, all business, technical and/or commercial information of a confidential or proprietary nature, including but not limited to trade secrets, know-how, inventions, processes, formulas, recipes, technical data or specifications, drawings, business or financial information), together with analyses, compilations, reports, memoranda, notes and other oral, written or electronic materials which contain, reflect or are based, in whole or in part, upon such information, including, without limitation, Intellectual Property.
  - 2.1.3. "**Content**" means all information, data, text, software, Sustainability Documentation, graphics, images, sound, messages, or other material made available, accessible or forming part of the Registry.
  - 2.1.4. "**GHG Protocol**" means the Greenhouse Gas Protocol.
  - 2.1.5. "**Intellectual Property**" means all recognized and protectable rights and interests such as patents (whether or not issued), copyrights, trademarks, applications for any of the foregoing, inventions, proprietary information, trade secrets, domain names, logos, insignia, color combinations, slogans, moral rights, author's rights, contract and licensing rights, works, know-how, design flows, methodologies, devices business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence.
  - 2.1.6. "**Party or Parties**" means either CADO or User individually or collectively as the case may be.
  - 2.1.7. "**Registry**" means the SAF registry operated by CADO, namely the electronic platform and registry database accessible via internet or mobile application, being a centralized book & claim platform which will function as a chain of custody system, ensuring that all the transactions related to the SAF produced, delivered,

used, and invested in can be fully tracked and accounted for whilst safeguarding the strategic interests of airlines, the aviation industry and adhering to the GHG Protocol.

- 2.1.8. **“Registry Documentation”** means any rulebook, user guide, manual or handbook provided by CADO which includes further details, guidance, conditions or obligations for use of the Registry and receipt of the Services.
- 2.1.9. **“Registry Terms”** means these terms and conditions for use of the Registry and the Services, along with the accompanying Registry Documentation.
- 2.1.10. **“SAF”** means sustainable aviation fuel.
- 2.1.11. **“Scope 1 emissions”** means those greenhouse gases that an organization emits from sources it owns or controls directly, usually during production.
- 2.1.12. **“Scope 3 emissions”** means those emissions that arise across the entire value chain, both upstream and downstream, i.e. an organization’s life cycle emissions.
- 2.1.13. **“Services”** means the services that are offered through the Registry and provided by CADO, including but not limited to the registration of certified SAF including batch product information and environmental attributes, the transfer of SAF batches between parties, the allocation of Scope 1 and Scope 3 emissions reductions, and the claiming of SAF related reductions under regulatory schemes, and any other applicable services that CADO deems appropriate.
- 2.1.14. **“Sustainability Documentation”** means the SAF sustainability document(s) issued by an authorized SAF producer which details the quantity and quality of SAF procured from that fuel provider, which are loaded and verified on the Registry.
- 2.1.15. **“User”** means the entity registered to use the Registry and the Services.

### **3. Right to Access and Use the Registry**

- 3.1. User is granted a non-exclusive, non-transferable, limited, conditional, revocable, license to use the Registry, Services, Content and any related documentation, exclusively in compliance with these Registry Terms.
- 3.2. The User shall arrange at their own cost, the necessary information technology architecture, access agreements (such as API access agreements) and interfaces needed in order to access and use the Registry and the Services. The User is also responsible for ensuring adequate data security in connection with their access and use of the Registry and the Services, including the proper management of system account and User account passwords.
- 3.3. In connection with the use of the Registry and the Services, cookies and other similar tracking technologies may be used in compliance with applicable laws to monitor and analyze the User's use and interaction with the Registry and the Services. Users may configure their Web browsers to notify them when a cookie is received, block cookies, or delete cookies. However, disabling or rejecting cookies may limit the User's ability to fully utilize all features and functionalities of the Registry and the Services.
- 3.4. CADO reserves the right to choose which markets and jurisdictions to conduct its business and may restrict or refuse, at its absolute discretion, access to the Registry

and the Services in certain countries or regions.

#### 4. Access to the Registry

- 4.1. **Authorized Access.** Access to the Registry shall be solely through the User account, using the account login credentials assigned to the User.
- 4.2. **Permitted Use.** The User shall only access the Registry and use the Services to register, transfer, validate and/or cancel Sustainability Documentation or partial allocations of SAF under such Sustainability Documentation.
- 4.3. **Account Security.** The User is responsible for ensuring that the access information and credentials for the Registry is used securely by the User and its designated representatives and shall ensure that no unauthorized access is provided to the Registry. If secure access and use of the User account or the Registry is compromised or no longer guaranteed, the User must immediately notify CADO.

#### 5. Use of the Registry and the Services

- 5.1. **Compliance.** The User shall at all times access and use the Registry and Services in compliance with these Registry Terms, applicable laws and regulations, and any other requirements provided by CADO from time to time. User shall also maintain such licenses, authorizations, and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with these Registry Terms, and for the use of the Registry and Services.
- 5.2. **Permitted Use.** The User shall use the Registry and Services solely to register, transfer, allocate (fully or partially), and redeem SAF and associated environmental benefits as recorded in the Sustainability Documentation, and for no other purpose.
- 5.3. **Accurate Records.** The User shall maintain complete and accurate records to support compliance with these Registry Terms, including complete and accurate records on the Content and information contributed and provided in the Registry and its sources for the period required under the applicable laws and regulations.
- 5.4. **Data Accuracy, Integrity and Transparency.** The User shall ensure at all times (i) that the data, information and Content included in the Registry by the User are true and accurate and do not violate any confidentiality or Intellectual Property of a third party; (ii) to provide clear, accurate and truthful information in relation to its activities, any Content or Sustainability Documentation, it is responsible for within the Registry.
- 5.5. **Notification of Errors.** The User shall notify CADO immediately upon discovery of any errors, faults or defects it becomes aware of in the Registry, any Content, whether caused by itself or not, and will co-operate fully with CADO in the diagnosis and remedy of any such error, fault or defect. The User shall be obliged to inform any other user or third parties relying on the information, Content and/or Certificate in the Registry of the error, fault or defect and its correction, and if required, publish details of such correction in an appropriate public forum and media.

- 5.6. **No Enrichment.** The User shall ensure that no unjust enrichment occurs as a result of a non-conformity (whether inadvertent or intentional) in the use of the Registry, the Services or any Certificate registered on the Registry.

In the event of any unjust enrichment occurring due to the User's acts or omissions, CADO shall be entitled to instruct User to rescind, withdraw, amended or take such action as is required to void such unjust enrichment in order to ensure the integrity and accuracy in the functioning of the Registry. In addition, CADO may, without incurring any liability to the User, notify any authority or regulator of the actions of the User and shall have the right to suspend or terminate the User's access to the Registry.

- 5.7. **Training and Qualifications.** The User shall ensure that (i) any access to and use of the Registry and Services is limited to authorized representatives who are suitably qualified and competent to use the Registry and Services, whether they are employees, contractors, professional consultants, advisors or other representatives of the User; and (ii) authorized representatives are adequately trained to access and use the Registry and Services, including attending training any required training sessions, at the User's sole cost and expense.

- 5.8. **Personal Data Restrictions.** The Registry and Services are not intended or designed for the processing of personal data, and the User shall refrain from processing any personal data through the Registry. In the event of any incidental processing of personal data, the User must ensure compliance with applicable data protection laws and regulations, including having obtained all necessary consents or authorizations to enable the personal data to be transferred to and processed by CADO for the provision and operation of the Registry and the Services. CADO's published privacy policy shall govern any such processing.

## 6. Prohibited Use

- 6.1. In addition to the obligations set out in Sections 4 and 5, the User shall not engage in the following prohibited activities when accessing and using the Registry and the Services:

6.1.1. **Illegal Activities.** Engaging in any illegal activities, including without limitation, any breach of applicable legislation, and more specifically, copyright and trademark infringement, antitrust and competition law infringements, or criminal activities.

6.1.2. **Systems Abuse.** Committing any form of systems abuse, including without limitation, excessive use of processing power, disk space or data storage, computer hacking, improper error handling or error masking, unauthorized use of any domain name service, installing unauthorized or permanently running programs such as IRC robots, or reselling of CGI scripts or databases.

6.1.3. **Malware.** Uploading to the Registry or CADO's systems any form of malicious software, including without limitation, viruses, worms, trojan horses, time bombs, cancelbots or any other harmful components or computer files, programs or code

designed to disrupt or compromise the functionality of the Registry, the Services or of any other computer software, computer equipment or telecommunications equipment.

- 6.1.4. **Reverse Engineering.** Disassembling, decompiling or reverse engineering any software or components of the Registry. Additionally, the User shall not attempt to derive any source code or other industrial secrets related to the Registry.
- 6.1.5. **Disruption.** Interfering with, or disrupting, the Registry or Services, or the networks and servers of CADO, by any means.
- 6.1.6. **Facilitation.** Facilitating, encouraging or enabling any third party to engage in any of the above prohibited activities.
- 6.2. Additional prohibited use may be included in CADO's policies, which will be communicated to the User from time to time or be included in the Registry Documentation.
- 6.3. The User is responsible for ensuring that its authorized representatives are informed of and comply with these prohibited use provisions, as well as any other policies communicated to the User subsequently.

## 7. User Authorizations

- 7.1. **Use of Aggregated Data.** The User grants CADO the right to use any Content, data, or information contributed by the User, including if a User opted to insert any price information, on an aggregated and anonymized data basis, for market intelligence purposes, including for purposes such as generating market statistics, promotional materials, or other informational documents to the extent the use and publication of such aggregated and anonymized pricing information, Content, data, or information is permissible pursuant to applicable antitrust and competition laws.
- 7.2. **Identification of User.** The User authorizes CADO to identify the User as a participant and user of the Registry and Services, in particular to other users for the purpose of facilitating the operation of the Registry and Services.
- 7.3. **Disclosure to Third Parties.** The User authorizes CADO to disclose non-anonymized information from the Registry and Services to (a) applicable third parties, including third parties providing services to CADO, and other book and claim registries integrated with the Registry and to avoid double registration or double claiming, and (b) to auditors, provided such disclosure excludes Confidential Information to the largest possible extent, and (c) any information which it is required to disclose by law, to any governmental, regulatory, or supervisory authority.
- 7.4. **Registry Administration.** The User authorizes CADO and its representatives, including the Registry administrators, to have viewing access to the User account for purposes of administering the Registry and the User account, and in particular, the User acknowledges and authorizes CADO to view the User account for troubleshooting, support, and performance monitoring purposes.

## **8. Audit Right**

- 8.1. The User allows CADO, its auditors, representatives, or any authority or regulator to audit the User's Registry account, including activities and usage of the Registry and Services, at any time on prior written notice. Prior written notice is not required where there is a suspicion of unauthorized usage, fraud, any unlawful activity, or as required by applicable law or regulation. The User shall maintain complete and accurate records to demonstrate compliance and provide access to such records during audits or as requested by any competent authority or regulator requesting the same or relying on the information within the Registry.
- 8.2. The User grants CADO, its representatives, auditors and/or the applicable authorities or regulators access to the User's Registry account(s) by sharing an access token upon request, to enable any audit to take place. A refusal or delay in providing such access or access token shall be deemed a breach of these Registry Terms, entitling CADO to suspend or terminate the User's account and access to the Registry.

## **9. User Representations and Warranties**

- 9.1. The User represents and warrants that:
  - 9.1.1. it is duly organized under the laws of jurisdiction of incorporation, under which it has the full right, power and authority to execute and perform its obligations under these Registry Terms, and it has received all the necessary authorizations (including all necessary governmental and/or corporate authorizations) to execute and perform its obligations under these Registry Terms and to be bound by these Registry Terms;
  - 9.1.2. is not (a) the subject of asset freeze, travel ban, financial, economic, human rights, sectoral or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United Nations;
  - 9.1.3. it will fully comply with all applicable laws and regulations, and that it will not conduct, promote, or otherwise facilitate any fraudulent or illegal activity (including but not limited to activities which are prohibited by applicable anti-money-laundering or counter-terrorism-financing regulations);
  - 9.1.4. in using the Registry and the Services it shall always adhere to and comply with the Registry Terms, which include the Registry Documentation relating to the use of the Registry and its Services.
  - 9.1.5. in conducting any activity in connection with or related to the Registry and the Services, it will do so with the highest standards and reputation and good industry practice; and
  - 9.1.6. it will not intentionally commit any act or omission that could or would reasonably cause or threaten to cause harm to CADO, the Registry, the Services, or any other user of the Registry, or the high standards and reputation of each of the aforementioned.

- 9.2. The User will undertake all reasonable efforts to properly supervise their employees, agents and authorized representatives in a manner to ensure that they do not cause or threaten to cause any form of harm to CADO, the Registry or the Services.

## **10. CADO Responsibilities**

- 10.1. CADO shall, in the performance of its duties, roles and responsibilities as the owner of the Registry, directly or through any other entity acting on its behalf, act in accordance with professional standards usually required of a service provider of such kind.
- 10.2. CADO agrees to:
  - 10.2.1. Maintain proper and efficient procedures for the Registry and for the evaluation and acceptance of new Registry users.
  - 10.2.2. Issue regular information to User within the Registry system, via any user group or forum, advisory group, or any other electronic means, relating to the development and maintenance of the Registry and Services.
  - 10.2.3. Maintain proper and efficient process and procedures for the Registry and develop and maintain a procedure to recognize third-party book and claim registries to be potentially linked to the Registry.
  - 10.2.4. CADO will make available to the User the necessary Registry Documentation covering the permitted usage of the Registry and Services.

## **11. Fees and Charges, Invoicing and Tax**

- 11.1. The User shall not be liable to pay any access, usage, or subscription fees for the first 2 years after the formal launch of the Registry on the 4 April 2025 (the “**Initial Term**”). Following this Initial Term, the standard subscription, access, and usage fees shall become due and payable by the User for continued access and use of the Registry and the Services.
- 11.2. The standard Registry fees and charges payable by the User are provided on the CADO website and available on request. All prices quoted are in United States Dollars (USD). All payments must be done in United States Dollars (USD). The applicable fees and charges will be calculated according to the published rates as of the date of issuance of the invoice. The Registry Documentation shall specify the billing cycle and any other payment provisions applicable for the use of the Registry and Services.
- 11.3. All amounts referred to in these Registry Terms are exclusive of any and all taxes such as value added tax (VAT), General Sales Tax or Goods and Services Tax, as the case may be (GST), or and other applicable taxes. All payments under these Registry Terms shall be made without any withholding of, or deduction for, or on account of any tax, unless such withholding or deduction is required by law, in which case the User shall inform CADO immediately of such requirement. The User shall increase the amount of any payment which is required to be made subject to a withholding or deduction to the extent necessary to ensure that CADO receives the amount it is entitled to receive according to the published fee and charges rates for the Registry, unless otherwise provided in the applicable law.



- 11.4. The User shall be solely liable and responsible for duly paying all applicable fees and charges to CADO related to the use of the Registry and Services. The User further agrees to accept the standards of practice and protocol used by CADO related to invoicing and payments as provided under this Section.
- 11.5. The User shall pay all sums that it owes to CADO under these Registry Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 11.6. CADO reserves the right to unilaterally vary these charges from time to time. CADO shall notify the User at least 60 days in advance of any planned changes to the Registry fees and charges.
- 11.7. CADO shall submit to the User an invoice according to the invoicing details and information provided by the User on registration, or as notified in writing by User to CADO of the change to such invoicing details. Such invoice shall be issued electronically to the User.
- 11.8. Except for any initial payments due on registration to use the Registry, or as otherwise agreed with CADO in writing, full payment of all applicable fees and charges must be made in cleared funds within thirty (30) days of the date of issuance of the relevant invoice.
- 11.9. Payment of invoices:
  - 11.9.1. where User is a member of the IATA Clearing House, invoices shall be claimed by CADO through the IATA Clearing House in accordance with its rules and regulations; or
  - 11.9.2. where User is suspended from the IATA Clearing House or is not a member thereof, invoices shall be due and payable in cleared funds within thirty (30) days of the date of the invoice by wire transfer to the bank account nominated by CADO.
- 11.10. The User shall remain responsible for payment of all invoiced fees regardless of whether suspension has been applied until such time as full payment has been cleared.
- 11.11. **Disputed Invoices.** Where the User makes payment through the IATA Clearing House, any disputes on a CADO invoice shall be dealt with pursuant to the dispute resolution procedures adopted by the IATA Clearing House. In all other situations, where the User disputes an invoice issued by CADO, it shall do so in writing to CADO, providing proper details of the nature of and reason for the dispute within 10 Business Days of the date of the invoice, failing which the full amount shall be due and payable in accordance with this Section 11. The Parties named contacts will attempt within 10 Business Days of receipt of the dispute notice to resolve the dispute in good faith. Failure to resolve at this level, will result in the matter being resolved pursuant to the dispute process stipulated in Section 20. Payment of any disputed amount shall be deferred until such dispute is resolved in accordance with

the procedure detailed in Section 20. The User shall not unreasonably dispute any invoice and payment of all undisputed amounts shall be payable, even if other amounts on the same invoice are disputed.

## **12. Disclaimers and Liability**

### **12.1. Disclaimers.**

12.1.1. The User acknowledges and agrees that CADO shall have no liability or obligation to the User in connection with:

12.1.1.1. The information contained within the Registry, the Content, any Certificate or for any acts or omissions of User in the use of the Registry or Services, and in particular, in case of misuse of the Registry as provided under these Registry Terms.

12.1.1.2. Restrictions or interruptions of the Registry and Services, howsoever caused, including for a failure to provide any Services on time or in full, due to unforeseen circumstances, or any other reason whatsoever.

12.1.1.3. In case of unforeseeable interruptions of the Registry, technical malfunctions or for reasons of the Registry security, CADO will use reasonable efforts to notify the User of such interruption within a reasonable time.

12.1.1.4. any loss or damages of any kind arising from or in connection with the use of the Registry, provision or use of any Services, or any action taken or taken in reliance on the Registry, including but not limited to any Content, Certificate, material or information contained within the Registry.

12.1.2. CADO may have reporting obligations to third parties, states, authorities or regulators relying on or verifying the information in the Registry and is hereby authorized to share any information registered by the User for these purposes, without incurring any liability to User which may arise for the User from CADO making such disclosure. CADO will use reasonable endeavors to notify the User about the information reported, if applicable.

12.1.3. CADO cannot and does not guarantee the security of any data that is provided or disclosed by User or any other user of the Registry while accessing and using the Registry and Services. User acknowledges and accepts the Registry is provided as an online service and that there are inherent security risks, including the potential for transmitted or stored information to be intercepted, accessed and/or modified by unauthorized persons.

12.2. EXCEPT AS EXPRESSLY SET FORTH IN THESE REGISTRY TERMS AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE REGISTRY AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND CADO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT AS TO THE REGISTRY, ANY CONTENT CONTAINED THEREIN, AND THE SERVICES. WITHOUT LIMITING THE FOREGOING, CADO MAKES NO WARRANTY OF ANY KIND THAT THE REGISTRY,

SERVICES OR CONTENT, OR RESULTS OF THE USE THEREOF, WILL (A) MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS; (B) OPERATE WITHOUT INTERRUPTION; (C) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES; OR (D) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

### 12.3. **Liability**

12.3.1. In no event shall CADO be liable to User or any third party for any loss of use, revenue, profits, savings, goodwill, or for any consequential, indirect, incidental, special, exemplary, punitive whether arising out of breach of contract, tort (including negligence) or otherwise regardless of whether such damages were foreseeable and whether or not CADO has been advised of the possibility of such damages, resulting from or related to the use of, or inability to make use of, the Registry and/or Services, including its Content.

12.3.2. In no event shall CADO be liable for any loss arising from or in the operation of the Registry or provision of the Services, including but not limited to CADO acting on incorrect, false, fraudulent or incomplete information provided by User or any other user of the Registry.

12.3.3. In no event shall CADO's aggregate total liability to User arising out of or related to these Registry Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed an amount equal to the lesser of (a) the total amount of fees collected by CADO from the User in connection with the User's use of the Registry during the year before the event giving rise to the claim, and (b) fifty thousand US dollars. This limitation of liability shall not apply to liability resulting from CADO's gross negligence or willful misconduct.

12.3.4. The User recognizes that any breach or threatened breach of these Registry Terms by the User may cause CADO irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to CADO, including under applicable laws and regulations, the User acknowledges and agrees that CADO is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

12.4. The User acknowledges that it has not entered into these Registry Terms, and any documents entered into pursuant to it, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Registry Terms. The User shall have no claim for innocent or negligent misrepresentation on the basis of any statement in these Registry Terms

### 13. **Indemnity**

13.1. The User agrees and undertakes to fully indemnify and hold harmless CADO, its licensors, successors and assigns, as well as its and their directors, shareholders, members, parent companies, employees, agents and representatives, from and against any action, claim, loss and any damages (direct, indirect or other) and judgments, all reasonable legal fees (including fees for outside legal counsel) and disbursements and any other liability or expense that they may incur in relation to:

(i) any User Content or other item contributed by the User to the Registry; (ii) any breach of the Registry Documentation by the User or any other breach of the warranties, representations, conditions, undertakings, duties or obligations set out in these Registry Terms; or (iii) any activity related to the User account (including any negligent or faulty conduct) carried out by any other person having accessed and used the Registry and Services, by using log-in credentials associated with the User account.

#### **14. Intellectual property**

- 14.1. **Ownership of Registry and Services.** All Intellectual Property in connection with the Registry and Services, including its associated website application, Registry Documentation, Content created, submitted or contributed by CADO, brands, marks, logos, graphics, designs, and character styles appearing on the Registry or Registry Documentation is owned by and shall remain the exclusive property of CADO and/or its licensors. Such Intellectual Property shall not (either wholly or partially) be transferred to the User under or pursuant to these Registry Terms.
- 14.2. **Content.** The Registry Content may not be copied, replicated, imitated or used, in whole or in part, without CADO's prior written permission, unless as required for using the Registry or the Services in compliance with these Registry Terms.
- 14.3. **CADO's License.** Introduction of information by the User through its account into the Registry will not result in the transfer of ownership of any Intellectual Property related to it. CADO will be granted a royalty free, non-exclusive, perpetual, irrevocable, worldwide and sublicensable license and right of use with respect to such disclosed Intellectual Property for the operation of the Registry, the provision of the Services, and the performance of its rights and obligations related to the Registry and the Services.
- 14.4. By submitting any User data or information, User agrees to allow CADO in its discretion to use, store, publish, and/or share that data and information free-of-charge as is necessary for the purposes of the operation of the Registry, even after the termination of User's right to use the Registry, to the maximum extent permitted under applicable law.
- 14.5. Neither Party shall do or omit to do, or authorize any third party to do, or omit to do, any act which is inconsistent with the rights, ownership or use (as the case may be) of Intellectual Property of the other party or any third party.
- 14.6. The User agrees that CADO has the right to take action against them in case they misuse or misappropriate CADO Intellectual Property in any way that is false, deceptive or misleading. Such action may include, but is not limited to, suspending or terminating the account on the Registry or taking legal action against them under the applicable law.

#### **15. Third Party Links within the Registry**

The Registry and Services may provide links to third party websites or resources

("Third Party Links"). Such Third-Party Links are provided for convenience only and CADO does not endorse the information contained on those websites or resources, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any Third-Party Links is not under CADO's control, and if User chooses to access any such links, it is entirely at its own risk.

## **16. Term, Termination and Suspension**

- 16.1. **Term.** These Registry Terms shall take effect on the date and time User select "I agree" when presented with the opportunity to view and accept these terms and remain in effect until terminated as per the terms set forth herein.
- 16.2. **Termination and suspension by CADO.** CADO may terminate these Registry Term or suspend access to the Registry and/or Services at any time for convenience by giving notice in writing to the User. In addition, CADO may terminate these Registry Terms or suspend access to the Registry and/or Services if:
  - 16.2.1. During the registration process and CADO's due diligence of the User it becomes apparent that User does not qualify for registration and use of the Registry.
  - 16.2.2. The User, by itself or through its account, commits a breach of these Registry Terms, any Registry Documentation that is either incapable of being remedied or, if capable of being remedied, is not remedied within fourteen (14) calendar days of receiving written notice of such breach.
  - 16.2.3. The User has failed to pay any amount due under these Registry Terms by the due date, and such amount remains unpaid for thirty (30) calendar days after receiving notice from CADO that the payment is overdue.
  - 16.2.4. If secure access and use of the User account or the Registry is compromised and/or no longer guaranteed.
  - 16.2.5. If a Registry account has become inactive.
  - 16.2.6. Any consent, license or authorization held by the User is revoked or modified such that the User is no longer able to comply with its obligations under these Registry Terms or receive any benefit to which it is entitled, and/or becomes aware that any event has occurred, or circumstances exist which may entitle CADO to suspend or terminate the relationship with the User.

In the event of any such suspension or termination, CADO shall have no obligation to provide any refund of payments already made by user to CADO.

- 16.3. **Termination by the User.** The User may terminate these Registry Terms by requesting the closure of their account within the Registry, subject to providing CADO with at least sixty (60) days prior written notice. The retention and availability of User's information within the Registry after termination will depend on the circumstances of the termination, the nature of the information, and the potential reliance by third parties, including but not limited to, third-party users, auditors and relevant authorities.
- 16.4. **Effect of Termination.** Termination or expiry of these Registry Terms shall not

affect any accrued rights of CADO at any time up to the date of termination. In particular, the User will remain liable for all outstanding payments or fees due. Annual fees will not be pro-rated upon termination.

- 16.4.1. The User hereby acknowledges that some Sections in these Registry Terms shall remain in effect after termination, where applicable with regards to CADO rights and/or information contained (or that had been contained) within the Registry.

## **17. Force Majeure**

- 17.1. For the purposes of these Registry Terms, force majeure means any occurrence beyond the reasonable control of the Party invoking it, which could not have been reasonably avoided or overcome and renders the performance of its obligations impossible. This includes, without limitation, labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event beyond the reasonable control of the affected Party ("**Force Majeure**").
- 17.2. If a Party is fully or partly prevented due to Force Majeure from performing its obligations under these Registry Terms and such Party complies with the requirements of this Section, no breach or default by the affected Party shall be deemed to have occurred and it shall be released from those obligations for the period of time and to the extent that such Force Majeure prevents its performance. No obligation to pay damages will then accrue to such affected Party.
- 17.3. To the extent that a Party's obligations are excused due to a Force Majeure event, the corresponding obligations of the other Party shall likewise be suspended.
- 17.4. Both Parties shall promptly notify each other of the occurrence and cessation of a Force Majeure event and shall use commercially reasonable efforts to mitigate its effects.

## **18. Amendments to these Registry Terms and Registry Documentation**

- 18.1. CADO reserves the right to make any changes to these Registry Terms, any Registry Documentation, and any additional documentation provided relating to the Registry and Services from time to time, including where such amendments are necessary, required or desirable (in CADO's reasonable opinion) due to operational, legal or compliance reasons.
- 18.2. The User is responsible for being familiar with the latest version of these Registry Terms and Registry Documentation as published on the Registry website. The User will be notified in writing (including email or via the Registry homepage) of relevant modifications to these Registry Terms not less than thirty (30) days prior to becoming effective. Continued use of the Registry and the Services by the User constitutes the User's acceptance of any modified or updated Registry Terms or Registry Documentation.

## 19. Notices

- 19.1. CADO may send to the User notices using the contact information that the User submits upon registering a User account, or by posting a general notice on the homepage of the Registry, or by any other reliable method. Any questions concerning these Registry Terms, and any other request, shall be sent to CADO using the contact information for CADO posted on the Registry.
- 19.2. Any notice, request, demand or other communication to be given or made under these Registry Terms shall be deemed to have been delivered, (i) in the case of any notice, request, demand or other communication given or made by e-mail, when dispatched, unless dispatched outside normal business hours, when it shall be deemed to have been delivered on the next business day following the date on which it was dispatched; (ii) in the case of any notice, request, demand or other communication given or made by letter, posted by registered mail, one (1) business day after the registered delivery date; or (iii) in the case of notice via the Registry, when posted on the Registry.

## 20. Governing Law and Dispute Resolution

- 20.1. The Parties shall use all reasonable endeavors to reach a good faith negotiated resolution with regards to any dispute arising between the Parties out of or in connection with these Registry Terms and the use of the Registry and Services. If no resolution is reached after good faith negotiations, either party may choose to commence legal proceedings.
- 20.2. The validity, interpretation, construction, and performance of these Registry Terms shall be governed by the laws of England, without reference to choice of law provisions. The courts of England shall have exclusive jurisdiction over any judicial proceedings arising directly or indirectly from, or associated with, the use of the Registry or its Services.

## 21. General provisions

### 21.1. Confidentiality.

- 21.1.1. **Duty.** Except as permitted hereunder, User shall not use CADO's Confidential Information without CADO's prior written consent or disclose CADO's Confidential Information except: (A) to employees, contractors or consultants only if they have a need to know about it for purposes of these Registry Terms and subject to the confidentiality obligations herein, or (B) if required to comply with a court order or other government demand that has the force of law, in which case the User shall seek the highest level of protection available and, when possible, give CADO enough prior notice to provide a reasonable chance to seek a protective order.
- 21.1.2. **Protection.** The User shall: (i) take reasonable steps to safeguard CADO's Confidential Information, which steps shall be at least as protective as those the User takes to protect its own confidential information; and (ii) cooperate in any reasonable way to help CADO to regain control of the Confidential Information

and prevent further unauthorized use or disclosure.

- 21.1.3. **Return of Information.** Without prejudice to any other rights provided herein, upon termination of these Registry Terms, the User shall return to CADO all Confidential Information in its possession or control, or at CADO's option, destroy such Confidential Information, including any copies or reproductions thereof, with such destruction confirmed in writing. This provision does not apply to electronic copies made as part of the User's standard computer back up practice, subject to such electronic copies continuing to be subject to this Section.
- 21.2. These Registry Terms represents the whole agreement between the Parties in respect of the Registry and the Services, and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of this subject matter, and shall apply to all accounts held by the User.
- 21.3. The rights and remedies provided in these Registry Terms for CADO are cumulative and not exclusive of any rights and remedies provided by applicable laws and regulations.
- 21.4. The User may not assign, subcontract, or encumber any right or obligation under these Registry Terms, in whole or in part, without CADO's prior written consent, which CADO may withhold at its absolute discretion.
- 21.5. If any provision of these Registry Terms (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions of these Registry Terms shall not be affected.
- 21.6. No failure, delay or omission by CADO in exercising any right, power or remedy provided by law or under these Registry Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 21.7. The Parties are independent persons and are not partners, principal and agent or employer and employee and these Registry Terms do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have nor shall represent that they have, any authority to make commitments on the other Party's behalf.

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