

TERMS OF USE

BioCarbon Cert Website

Last updated: January 23, 2026

These Terms of Use (“Terms”) govern access to and use of the website www.biocarbonstandard.com (the “Website”).

By accessing or using the Website, you agree to be legally bound by these Terms. If you do not agree, you must refrain from using the Website.

1. Website Operator

The Website is operated by BioCarbon Cert S.A.S., a company incorporated under the laws of the Republic of Colombia, with its principal place of business in Colombia (“BioCarbon”).

BioCarbon operates the Website as an institutional and informational platform related to the BioCarbon Programs, including, without limitation, carbon, biodiversity, water, and other environmental crediting programs developed or administered by BioCarbon (the “BioCarbon Programs”).

2. Nature and Purpose of the Website

The Website is provided solely for general informational purposes.

Nothing on the Website constitutes, or shall be construed as:

- legal, technical, financial, or investment advice;
- a representation, warranty, or guarantee of project eligibility, registration, validation, verification, issuance, or recognition;
- an offer, solicitation, or commitment of any kind.

All official processes under the BioCarbon Programs are governed exclusively by the applicable normative documents, procedures, tools, and formal decisions adopted by BioCarbon in accordance with its governance framework.

In the event of any inconsistency between information presented on the Website and the applicable normative documents of the BioCarbon Programs, the latter shall prevail.

3. Acceptance and Eligibility

These Terms apply to all visitors and users of the Website, including but not limited to project holders, conformity assessment bodies, consultants, and other third parties.

Use of the Website implies full and unconditional acceptance of these Terms.

4. Intellectual Property

All content available on the Website, including but not limited to texts, standards, methodologies, tools, graphics, logos, trademarks, and documentation, is the property of BioCarbon or its licensors and is protected by applicable intellectual property laws.

Permitted use is limited to personal or internal reference purposes. Any reproduction, distribution, modification, commercial use, or creation of derivative works without prior written authorization from BioCarbon is strictly prohibited.

No content may be used to imply approval, endorsement, certification, or affiliation by BioCarbon unless expressly confirmed through a formal decision.

5. Permitted and Prohibited Use

Users shall not:

- (a) misuse the Website or its content in a misleading or deceptive manner;
- (b) falsely claim affiliation with, endorsement by, or approval from BioCarbon;
- (c) use the Website to promote or commercialize credits, activities, or outcomes not formally approved or issued under the BioCarbon Programs;
- (d) interfere with the security or integrity of the Website.

6. Third-Party Links

The Website may contain links to third-party websites. BioCarbon does not control, endorse, or assume responsibility for the content, accuracy, or practices of such third parties. Access to third-party websites is at the user's own risk.

7. Disclaimer of Warranties

The Website and its content are provided on an "as is" and "as available" basis.

BioCarbon makes no representations or warranties of any kind, express or implied, including as to accuracy, completeness, timeliness, fitness for a particular purpose, or uninterrupted availability.

8. Limitation of Liability

To the maximum extent permitted by applicable law, BioCarbon shall not be liable for any direct, indirect, incidental, consequential, or economic losses arising out of or in connection with:

- reliance on information made available on the Website;
- decisions or actions taken based on Website content;
- inability to access or use the Website.

9. Data and Information

The Website is not intended for the submission or exchange of confidential, proprietary, or project-related information.

Any information voluntarily transmitted through the Website or by electronic means associated with it shall be deemed non-confidential, unless otherwise agreed in writing under applicable contractual arrangements.

The collection and processing of personal data through the Website are governed by BioCarbon's applicable Privacy Policy and by Colombian data protection laws.

Specific obligations regarding confidentiality, data use, and information security applicable to project holders, conformity assessment bodies, or other counterparties are governed exclusively by the relevant terms and conditions, contracts, or procedural documents adopted by BioCarbon.

BioCarbon maintains internal policies and procedures relating to data management and information security, which are designed to support the integrity, availability, and appropriate protection of information within the scope of its institutional activities. Such policies do not create contractual obligations toward website users and do not replace or override specific confidentiality, data protection, or information security provisions agreed under applicable contracts or terms and conditions.

Information made publicly available through the Website is intended to provide a complete and coherent overview, as applicable, of the BioCarbon Programs, including relevant standards, methodologies, tools, procedures, and governance arrangements, as adopted and maintained by BioCarbon from time to time. Such information is provided subject to updates, version control, and the specific applicability of documents to particular programs, activities, or circumstances.

In relation to information made publicly available through the Website, BioCarbon seeks to ensure that such information is presented in a manner that is accurate, coherent, and consistent with its applicable normative framework, while respecting

confidentiality obligations and legitimate restrictions applicable to non-public, sensitive, or protected information.

Information made available through the Website shall not be interpreted as a representation or guarantee that any activity, unit, credit, or outcome is eligible for use under any regulatory, compliance, or mandatory scheme, nor that it will be recognized by any public authority or international body, unless such recognition has been expressly and formally confirmed through applicable procedures.

10. Registry and External Systems

The Website is **not a registry** and does not provide transactional or account-based services.

Any registry or digital infrastructure associated with the BioCarbon Programs may be operated by third parties under separate terms and conditions.

11. Modifications

BioCarbon reserves the right to amend these Terms at any time. The updated version will be published on the Website and shall become effective upon publication. Continued use of the Website constitutes acceptance of the revised Terms.

12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of Colombia.

Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts of Colombia.

13. Contact

For questions regarding these Terms, please contact: info@biocarbonstandard.com