

By accepting these Terms and Conditions you join Climate Drops Platform as a Partner in line with the conditions and provisions stated below.

I. Definitions

1. The Platform Owner is the company, which owns exclusive rights to manage, administrate and develop Climate Drops Platform. The Name of the company: KT-Energy LLC, registered address — Kyiv, 04119, 15b Biloruska str., apt. 22.
2. The Platform – an information system, which includes Climate Drops mobile app and ensures the execution of the following complex of interactions:
 - Platform's Users have the right to receive Points as a result of their environmentally friendly actions and exchange Points for a Reward from Partners. Besides, the Users can exchange Points between each other;
 - Partners have the right to accept Points from the Users in exchange for a Reward, accumulate Points for compensating own greenhouse gases emissions and transfer Points to interested Superpartners;
 - Superpartners have the right to accept Points from Partners at mutually agreed terms.

Platform's web-site www.climatedrops.com contains detailed information about the Platform, Platform Owner contact information and other relevant topics.

3. «Environmentally-friendly actions»: (1) biking as an alternative for car usage, (2) implementation (participation in implementation) of energy efficiency measures in private and multi-apartment buildings, as well as public buildings, (3) power generation using solar and wind power stations with the capacity of up to 30 kW.
4. «User» – individual, who performs Environmentally-friendly actions and interacts with the Platform for the generation and exchanging of the Points. Within the Platform a User is called a Source.
5. «Partner» – a legal entity, which accepts Points from Users in exchange for a Reward. Within the Platform a Partner is called a Lake.
6. «Superpartner» – a legal entity, which accepts Points from Partners as a result of its climate change mitigation activities or other social responsible motivation. Within the Platform a Superpartner is called a Sea.
7. «Points» – formal accounting units, which are generated by the Platform as a result of Environmentally-friendly activities of its Users. The equivalent of 1 Point is 1 kilogram of CO₂ greenhouse gas, which has not been emitted into the atmosphere as a result of Environmentally-friendly actions of the Users. The Points are issued to Users' Wallets and exchanged for Rewards from the Partners. Within the Platform the Points are called Climate Drops or Drops.
8. «Reward» – discounts, bonuses, or other loyalty tools, which are defined by Partners in cooperation with the Platform Owner for further exchange for Points.
9. «Wallet» – Platform's IT solution for storing Points and conducting transactions with them.
10. Fee – 1 % from the amount of Points being transferred. The Fee is withdrawn automatically by the Platform from the account of a User or a Partner, which transfers the Points.

II. Rights and Obligations of Partners:

1. Partner has the right to:

- Register on the Platform providing information about itself and / or its own divisions, which accept Points in exchange for a Reward;
- Define the level of a Reward in cooperation with the Platform Owner and publish such information via Platform's mobile app. Such a Reward could not be associated with alcohol and low-alcohol drinks, tobacco products, weapons, poisonous substances and other restricted goods and services;
- Transfer received Points to other parties - Superpartners - based on mutually agreed terms and conditions;
- Place information and materials about the Platform and the partnership with the Platform on its own information networks;
- Propose measures to improve the interaction with the Platform to the Platform's Owner.

2. Partner is obliged to:

- Accept Points from Users in exchange for the proposed Reward by using a QR code, which is activated in the mobile app by pressing the "Receive" button;
- Inform the Platform Owner about the changes in Rewards provision conditions 20 calendar days before the effective date of such changes;
- Inform Platform Owner about the intention to terminate partnership 30 calendar days before the termination date;
- Ensure protection of personal data of the Users and / or representatives of the Platform Owner in line with the Ukrainian legislation, if such personal data have become known to the Partner as a result of the Platform operation.

III. Rights and Obligations of Platform Owner

1. Platform Owner has the right to:

- Provide suggestions on optimization of the type and size of the Reward;
- In exceptional cases, prohibit the provision of certain types of Rewards to Users, if such a Reward is associated with alcohol and low-alcohol drinks, tobacco products, weapons, poisonous substances and other restricted goods and services, as well as in case of non proportional level of the Reward;
- Revoke Partner registration in cases of breaking the duties or improper fulfillment of the obligations;
- Receive a Fee from the Partner at Points transfer from the Partner to Superpartner.

2. Platform Owner is obliged to:

- Ensure reliable operation of the Platform (taking into account the possibility of not stable operation during the testing period till the end of 2017 or longer, if testing is prolonged by the Platform Owner);
- Assist a Partner in its interaction with the Platform's Users by ensuring reliable operation of the Platform and by other acceptable to both the Partner and the Platform Owner means;
- Inform the Partners about any significant changes in the Platform operation;
- Provide consultations on the details of Platform operation via the web-site www.climatedrops.com;
- Ensure protection of personal data of the Partners in line with the Ukrainian legislation, if such personal data have become known to the Platform Owner as a result of the Platform operation.

IV. Technical characteristics of Platform's mobile app use

1. Any loss of Climate Drops mobile app, including deleting it from the smart-phone or loss of the phone with the installed app, will lead to the irreversible loss of all Points, contained in the Wallet in the mobile app (as a result of using distributed ledger technology). Reinstalling

- the mobile app and login with previously registered email address and password will not allow restoring the access to the previously generated and issued Points in the Wallet.
2. Bike tracking function could be used without connection to the internet; issuance of the generated Points due to bike use to the User's Wallet will be performed only after Climate Drops mobile app connects to the internet.
 3. To successfully execute Points transaction, the sender must be connected to the internet.

V. Other provisions

1. Platform use, including downloading and installation of the app, confirms your acceptance of these Terms and Conditions.
2. Platform Owner has the right to change these Terms and Conditions at any time. Continuation of using the platform after the change of the Terms and Conditions means the acceptance of the updated Terms and Conditions. The up-to-date version of the Terms and Conditions is published at www.climatedrops.com web-site.