

By accepting these Terms and Conditions you join Climate Drops Platform as a User 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 Users

1. User has the right to:

- Register on the Platform providing accurate and valid information (personal data) about himself or herself;
 - Track own environmentally-friendly actions and record the results of such tracking via mobile app of the Platform in order to generate Points;
 - Exchange Points for the Reward from Partners in line with the information, which is provided by the mobile app. Such Reward could not be associated with alcohol and low-alcohol drinks, tobacco products, weapons, poisonous substances and other restricted goods and services;
 - Transfer the received Points to other participants of the Platform;
 - Propose measures to improve the interaction with the Platform to Platform's Owner.
2. User is obliged to:
- Act in accordance with the Law while performing environmentally-friendly actions. When using bikes Users must strictly follow the traffic and safety rules. It is strictly prohibited to interact with the mobile app while moving on bike.
 - On the request of the Owner, provide additional information and documents to confirm the execution of a specific Environmentally-friendly action;
 - Provide to the Platform accurate and valid information (personal data) about himself or herself;
 - Provide to the Platform accurate and valid information (documents) about performed Environmentally-friendly actions.

III. Rights and Obligations of Platform Owner

1. Platform Owner has the right to:
- Inform Users about the changes in the Platform by publishing the relevant information online at www.climatedrops.com;
 - In exceptional cases, terminate User's registration, prohibit the provision of certain types of Rewards to Users, if such 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;
 - Receive a Fee from a User at Points Transfer.
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 User in its interaction with the Platform's Partners by ensuring reliable operation of the Platform and by other acceptable to both the User and the Platform Owner means;
 - Inform the Users 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 Users in line with the Ukrainian legislation, if such personal data have become known to the Platform Owner as a result of 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. In case of bike tracking, Points are generated for the distance moved on bike. The fact that the distance has been covered by bike is defined by the system automatically. (If the Platform defines that the User has covered the distance by other means of transportation, the Points are not issued and the mobile app provides a pop up message referring to the violation of this article of the Terms and Conditions).
4. 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.