

## SAF Community Website Terms of Use

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These website terms and conditions of use for safcommunity.org ("**Terms of Use**"), constitute a legal agreement and are entered into by and between you ("**User**," "**you**" or "**your**") and Canadian Council for Sustainable Aviation Fuels ("**C-SAF**," "**we**," "**us**" or "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use, including any content, functionality, and services offered on or through safcommunity.org, such as the online community platform named SAF Community (collectively, the "**Website**").

By accessing or using the Website or by logging into with your allocated User account, you agree to be bound by these Terms of Use. By using the Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with us and that you meet all of the foregoing eligibility requirements.

If you do not meet all of these requirements, you must not access or use the Website.

Please review these Terms of Use carefully prior to using the Website. If you do not agree with these Terms of Use, please do not use the Website.

### 1. Modifications to the Website

We reserve the right in our sole discretion to revise and update these Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review these Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of the same.

The information and material on the Website, and the Website itself, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period. Your obligations under these Terms of Use will survive the termination of these Terms of Use, for whatever reason.

### 2. Term

The Terms of Use will come into effect on first access to the Website for the entire duration of use.

### 3. Description of the Website

The Website comprises a suite of online services provided by C-SAF, as may be made available from time to time at C-SAF's discretion, which are aimed at allowing Users to, among other things: (i) get engaged with other members of our community through public or private discussion groups,

forums and events; (ii) access news and updates about our mission, including about research reports and funding opportunities; and (iii) facilitate collaboration efforts, share knowledge and promote innovation, production and use of sustainable aviation fuels.

#### **4. Access to the Website**

Access to the Website shall be subject to the creation of a User account (an "**Account**").

##### **4.1. Requirements for the access to the Website**

Access to and use of the Website is subject to various minimum technical requirements, including the following:

- The ability and means required to access the Website and to use it;
- The appropriate hardware (computer, smartphone, or other device) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User's choice; and
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Website.

Users are prohibited from attempting to circumvent and from violating the security of the Website, including by, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching security and/or authentication measures; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet headers; (e) disrupting network services or otherwise disrupting the Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; (i) causing or launching any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Website, or unduly burdening or hindering the operation or functionality of any aspect of the Website; and (j) otherwise attempting to interfere with the proper working of the Website.

##### **4.2. Creation and Maintenance of User Account**

To make an Account, you must first request an invitation through the Website, which C-SAF may accept or decline in its sole and absolute discretion. You may be required to create a username, password and provide us your email address, or such other information as may be requested in the sign-up form. You will also need to give us complete and accurate information that we ask of you in the registration process.

You are responsible for your username and password. You are responsible for any use of the Platform that happens through your Account. Do not share your account information with anyone else. You must notify us right away if there is any unauthorized use, theft or misappropriation of your Account at the following address: [info@c-saf.ca](mailto:info@c-saf.ca). We may try to help you recover a lost or stolen Account, but we will not be responsible for any loss relating to your Account.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of Account credentials.

Users may not use another user's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

## **5. Cost of the Website**

The Website is available for free of charge (excluding any connection costs, whose price depends on your electronic communication service provider), but we may make available certain paid features and functionalities available from time to time at its discretion, such as memberships and events.

## **6. Intellectual property**

### **6.1. C-SAF ownership of Intellectual Property**

The Website and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Website (the "**Website Content**") belong and shall remain the property of C-SAF or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The name, trademarks and logos of Canadian Council for Sustainable Aviation Fuels, and all related names, logos, product and service names, designs, images, and slogans are trademarks of C-SAF or its affiliates or licensors. You must not use such marks without the prior written permission of C-SAF. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on the Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner, may be a violation of federal or other laws, and could subject the infringer to legal action.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) and in and to the Website or Website Content. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of Website Content, in whole or in part, in any form and current or future medium is strictly prohibited, except as expressly permitted by these Terms of Use or with prior express authorization of C-SAF. Any use of these Website Content not expressly authorized by C-SAF constitute a violation of the Terms of Use and a violation of intellectual property rights.

C-SAF is the producer of databases on the Website and C-SAF is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

## **6.2. User's right of use**

Subject to these Terms of Use, C-SAF grants the User a limited, non-exclusive, non-transferable, and revocable right to access and use the Website for User's personal, non-commercial purposes. The User may only use the Website on devices that User owns or controls. User may use the Website and the Website Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Website or the Website Content without the express written permission of C-SAF.

In connection with the use of the Website and Website Content or User's Content (as defined below), the User is not authorized to and may not permit a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks; or
- disturb, hamper, interfere or interrupt the access to or operation of the Website and Website Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

C-SAF may without notice:

(a) take appropriate legal action, including, without limitation, by making referrals to law enforcement or regulatory authority, or by notifying the harmed party of any illegal or unauthorized use of the Website; and/or

(a) terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Use.

We have no obligation, nor any responsibility to any party to monitor the Website or its use.

## **7. User's undertakings**

The User represents and warrants that she or he retains ownership of all of his intellectual property rights in any content created, posted, or shared by the User, on or through the Website including any information, data, photos and other content relating to the User ("**User Content**").

C-SAF does not claim ownership of the User Content. User hereby grants a non-exclusive, transferrable, sublicenseable, perpetual and royalty-free right and license to use, reproduce modify, create derivative works of, transmit, perform or display User Content for the purposes of providing the Website to its users.

The User agrees to indemnify, defend and hold C-SAF harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

## **8. User's rules of conduct**

User may not post User Content or otherwise transmit materials or messages through the Website which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; (v) gambling, including without limitation, any online casino, sports books, bingo or poker; or (iv) other User Content that C-SAF determines, in its sole discretion, is inappropriate or objectionable ("**Objectionable Content**").

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Website, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Website through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.



User must not attempt to restrict another User from using or enjoying the Website and must not encourage or facilitate violations of these Terms of Use.

User may only make non-commercial uses of the Website and Website Content. Use of Service or the Website Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by C-SAF; (3) use that can be confused with official communications of C-SAF or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

## **9. Reporting and moderation**

In order to ensure the Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the "Report as offensive" feature found under each post.

C-SAF has set up a reporting tool allowing any User to notify illegal, abusive and harmful content, and may monitor and/or moderate User Content, it being understood and agreed that C-SAF has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. C-SAF has sole and absolute discretion in respect of any such monitoring or moderation of User Content.

If a User Content is reported, C-SAF reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content.

## **10. No Reliance**

The content on the Website is provided for general information purposes only. You acknowledge that content available on the Website may be uploaded or transmitted by third parties (including other Users). We make no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the C-SAF nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of the Website.

## **11. Termination, suspension, or revocation of access**

### **11.1. Deletion of the User Account by the User**

At any time, the User may delete its User Account without notice through the Website or by contacting C-SAF at the address or email address mentioned in Section 15.

11.2. Suspension or termination of the User Account by C-SAF in case of breach of the Terms of Use

C-SAF retains the right to suspend User's access to the Website to make all investigations necessary following a report made pursuant to Section 9 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended may be informed by C-SAF of such a decision by email and may be given an opportunity to respond within notice periods determined by C-SAF in its sole discretion. If the violation of Terms of Use is not remedied within such notice period, C-SAF may terminate the applicable User's Account and right to use the Website, in addition to any other rights or remedies available.

11.3. Deletion of inactive User Account

C-SAF may delete inactive accounts after a continuous period of two (2) years the User has not used the Website. The User may be informed by email of the deletion of his or her account, for which C-SAF may provide subject to prior notice.

11.4. Termination Generally

Notwithstanding anything to the contrary herein, we may suspend or terminate these Terms of Use and you access or use of the Website at any time without notice for any reason, including for your breach of these Terms of Use.

**12. Privacy**

We are committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who use the Website. Please see our Privacy Policy located at [https://d1c2gz5q23tkk0.cloudfront.net/assets/uploads/2259893/asset/Privacy\\_Policy\\_2022.pdf?1652817104](https://d1c2gz5q23tkk0.cloudfront.net/assets/uploads/2259893/asset/Privacy_Policy_2022.pdf?1652817104)

**13. Limitation of Warranty and Liability; Indemnification.**

**13.1 DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT YOUR ACCESS AND USE OF THE WEBSITE AND THE WEBSITE CONTENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER C-SAF NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR WEBSITE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER C-SAF NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE OR WEBSITE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF SERVICE OR WEBSITE CONTENT.

### **13.2 LIMITATION ON LIABILITY**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE SHALL C-SAF OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER SIMILAR LOSS IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE OR WEBSITE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, C-SAF'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO CAD\$50.

THE CONSIDERATION UNDER THESE TERMS OF USE DOES NOT INCLUDE ANY CONSIDERATION FOR C-SAF TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY US, WE WOULD



NOT HAVE ENTERED INTO THESE TERMS OF USE WITHOUT CHARGING ADDITIONAL FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **13.3 INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS C-SAF, ITS PARENT, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR BREACH OF THESE TERMS OF USE OR YOUR USE OF THE WEBSITE OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE.

### **14. Third Party Materials**

The Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers and materials uploaded by third parties (including other users of the Website) for which C-SAF does not exercise control.

C-SAF does not endorse or accept responsibility for the content or the use of third-party materials and cannot be held liable for any damage following or in relation with use or reliance upon such materials.

If a User uses third-party sites, materials or content, User does so solely at User's own risk. Links do not imply that C-SAF is affiliated or associated with any linked site.

Neither the C-SAF nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

### **15. Contact**

For any questions regarding the Terms of Use, especially use of the Website or any claim, please email us at [info@c-saf.ca](mailto:info@c-saf.ca).

## **16. Miscellaneous**

**Governing Law and jurisdiction.** The Website and these Terms of Use will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to the Website and under these Terms of Use will be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

**Severability; Entire Agreement.** Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding and agreement between the User and C-SAF with respect to the subject matter hereof.

**Waiver.** No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Electronic Documents.** Electronic documents exchanged by electronic means between the User and C-SAF shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

**Force majeure.** In no case C-SAF may be held liable for any breach of its contractual obligations resulting from any matters beyond its reasonable control.