

# AVIATION CARBON EXCHANGE

## TERMS AND CONDITIONS FOR BUYING CARBON OFFSETS

### INTRODUCTION

**Aviation Carbon Exchange® (A.C.E.)**® has created a B2B ‘retail’ site which provides a place for Buyers to find and purchase carbon offsets from selected projects around the world. Offsets are created by the cancellation (retirement) of carbon credits so that you negate that portion of your emissions footprint, while providing climate finance to projects taking positive action worldwide.

We want to make sure that you have a positive experience. Please read on to find out more about your rights as a Buyer, as well as our expectations of you. By buying carbon offsets via Aviation Carbon Exchange you accept these Buyer terms and conditions.

By shopping on the Aviation Carbon Exchange Site, you understand, agree and represent that:

- You have the authority and capability to enter into these Terms.
- Payments via the online Site platform are made through third party payment providers, such as PayPal or Stripe.
- All purchases are in Australian Dollars, but the site converts to your country’s currency.
- After purchase, when the funds arrive, the carbon credits are publicly retired in the relevant Registry, ensuring the credits are cancelled and cannot be recirculated or resold.
- A Retirement Certificate documenting the purchase details and providing links to the credit Retirements will be sent to the email address used for purchasing at the checkout.
- Carbon offsets purchased via the ACE Site will be cleared and settled by Carbon Trade Exchange (CTX) and Westpac Bank, then retired on your behalf and this process is not reversible so your purchase is final and non-refundable.
- Retirements include the Beneficiary Name and reason for retirement.

### PURCHASING OFFSETS WITH ACE

When you buy carbon offsets via the Aviation Carbon Exchange Site, you are supporting the independent Project Developers and Environmental projects around the world. By making this purchase, you represent, agree and understand that you have read the project listing, including the project description, before making a purchase. You may purchase from any number of projects in one transaction, but each has a minimum purchase of 100 credits = 100 tonnes of CO<sub>2</sub>e (CO<sub>2</sub> or equivalent Gasses).

Any purpose is acceptable, be it fuel, flight, operations, ground transport, manufacturing or back office.

## REFUNDS

The Aviation Carbon Exchange (ACE) certified carbon offsets you purchase will be retired by Carbon Trade Exchange (CTX) on behalf of you and ACE so that they cannot be recirculated or resold. ***They are therefore non-refundable.***

## PRIVACY AND DATA PROTECTION

The Aviation Carbon Exchange takes the protection of personal data very seriously. The Ace team and Carbon Trade Exchange are committed to protecting your privacy and providing a safe online experience. Data collected will be strictly used to help us carry out our services. Any personal data received by ACE or CTX under these Terms will be handled in accordance with our Privacy Policy. By using the Site, you consent to the collection, storage, use and disclosure of your personal information as described in our Privacy Policy and you consent to Aviation Carbon Exchange Website Terms and Conditions.

## TERMINATION

Aviation Carbon Exchange may restrict you from accessing the Site to purchase carbon credits in the future and may take legal action against you under applicable law if you commit any fraudulent action or material breach of any obligation or restriction under these Terms.

## GOVERNING LAW AND DISPUTE RESOLUTION

If, you have any concern regarding your use of the Site and/or your purchase of carbon offsets on the Site, please let us know so we can try to resolve the issue. If we cannot, then these are the rules that will govern any dispute:

1. **Governing Law.** These Terms are governed by the laws of Australia, without regard to its conflict of laws rules. These laws will apply no matter where in the world you are located.
2. **Good Faith Negotiations.** We should first try to resolve the conflict through good faith negotiations. Send us a notice of the issue, and we will work with you for 10 Business Days to try to resolve it.
3. **Use of the Site.** We may choose to suspend your right to access the Site or any of our services service during arbitration.