



Effective: Jan 1, 2026

The following Terms of Use (the “**Terms of Use**”) govern your use of the website located at www.cozero.cc (the “**Website**”), which is owned and operated by Carbon Zero, Inc. (“**Carbon Zero**” “**us**” or “**we**”). We may, in our sole and absolute discretion, cancel, change, suspend or modify any aspect of the Website at any time, without notice to you. It is important to check the Website and these Terms of Use periodically.

Your access and use of the Website is subject to the following Terms of Use and all applicable laws. By accessing or using any part of the Website, you accept, without limitation or qualification, these Terms of Use. If you do not agree with all of these Terms of Use, you may not use any portion of the Website.

Carbon Zero reserves the right to remove any individual or organization that does not comply with the Terms of Use or with the law or who is considered by Carbon Zero as disloyal, dishonest, or fraudulent.

THESE TERMS OF USE GOVERN HOW ANY DISPUTES BETWEEN US WILL BE RESOLVED. SPECIFICALLY, THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE US TO ARBITRATE INSTEAD OF GOING TO COURT AND REQUIRE THAT ALL CLAIMS BE BROUGHT INDIVIDUALLY, NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER. SEE SECTION 15, BELOW, FOR MORE DETAILS.

1. Authorised Use of Website

This Website is provided for your personal and non-commercial use. Any other use of the Website requires the prior written consent of Carbon Zero.

2. Unauthorized Use of Website

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalogue, download or otherwise reproduce, store or distribute content available on the Website. Further, you may not use any such automated means to manipulate the Website, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Website or any other user's use of the Website, including, without limitation, via means of overloading, “flooding”, “mailbombing” or “crashing” the Website, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms of Use. You may not frame portions of the Website within another website or application. You may not resell use of, or access to, the Website to any third party without our prior written consent.



3. Proprietary Rights

Carbon Zero is the owner of or otherwise licensed to use all parts of the Website, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Website belong to third parties who have authorised Carbon Zero to display the materials, such as portfolio works, client logos, likeness, and trademarks and other proprietary materials. By using the Website, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. **Except as expressly set forth in these Terms of Use, no license is granted to you and no rights are conveyed by virtue of accessing or using the Website. All rights not granted under these Terms of Use are reserved by Carbon Zero.**

4. No Ideas Accepted

Carbon Zero does not accept any unsolicited ideas from outside the company, including, without limitation, suggestions about advertising, promotion or merchandising of our products, additions to our product lines, services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of such ideas. If, notwithstanding this policy, you submit an unsolicited idea to this Website, you understand and acknowledge that such idea is not submitted in confidence and Carbon Zero assumes no obligation, expressed or implied, by considering it. You further understand that Carbon Zero shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to Carbon Zero. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, you hereby grant Carbon Zero an irrevocable, perpetual, world-wide license to use the idea in any manner, in any medium now known or hereafter developed, without compensation to you.

5. Prohibited Activities

Carbon Zero expects all of its users to be respectful of other people. The following is a partial list of the types of conduct that are illegal or prohibited on the Website or while using the Website. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, engages in any of the prohibited activities. Without limitation, you agree that you will not post or transmit to the Website or to other users anything that contains content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Website);
- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way, or constitutes impersonation of another person;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
- contains "masked" profanity (i.e., F*@&#);
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Carbon Zero is under no obligation to screen or monitor content but may review content from time to time at its sole discretion. Carbon Zero will make all determinations as to what Content is appropriate in its sole discretion. Carbon Zero may edit or remove any content at any time without notice.



6. No Warranties

WHILE CARBON ZERO USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE WEBSITE, WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS. CARBON ZERO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED "AS IS" AND CARBON ZERO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CARBON ZERO DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CARBON ZERO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CARBON ZERO SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. IN NO EVENT WILL CARBON ZERO BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY DIRECT DAMAGES, AND/OR ANY OTHER DAMAGES RESULTING YOUR USE OF THE WEBSITE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the amount paid by you, if any, for accessing this Website.



7. Waiver By California Residents:

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

8. Third Party Links:

This Website may contain links to other websites or applications not maintained by Carbon Zero. Other websites or apps may also reference or link to our Website. We encourage you to be aware when you leave our Website and to read the terms and conditions and privacy statements of each and every website or app that you visit. We are not responsible for the practices or the content of such other websites or apps. Through your use of the Website, you may have the opportunity to engage in commercial or other transactions with other users, vendors and other third parties. You acknowledge that all transactions relating to any merchandise or services offered by any third party, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the third party seller or purchaser of such merchandise and services and you, and that you will look solely to such third party to enforce any of your rights. In the event of any problem with the products or services that you have purchased from a third party, you agree that you will address such issues with the third party but all limitations of liability and other rights of Carbon Zero shall apply, nonetheless. We may not have the ability to accept returns or refund the purchase price for any transaction you complete with a third party through our Website. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY AND NOT BY US.

9. Changes to Terms:

All information posted on the Website is subject to change without notice. In addition, these Terms of Use may be changed at any time without prior notice. We will make such changes by posting them on the Website. You should check the Website for such changes frequently. Your continued access of the Website after such changes conclusively demonstrates your acceptance of those changes.



10. Indemnification:

You agree to indemnify, defend and hold harmless Carbon Zero, its employees, directors, officers, agents, business partners, affiliates, subsidiaries, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to, (i) your use of any products or services purchased through the Website, and (ii) any breach by you of any of these Terms of Use, our **Privacy Policy** or applicable law. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

11. Severability:

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

12. Waivers; Remedies:

The failure of Carbon Zero to partially or fully exercise any rights or the waiver of Carbon Zero of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by Carbon Zero or be deemed a waiver by Carbon Zero of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Carbon Zero under these Terms of Use and any other applicable agreement between you and Carbon Zero shall be cumulative, and the exercise of any such right or remedy shall not limit Carbon Zero's right to exercise any other right or remedy.

13. DMCA Notice:

Materials may be made available via the Website by third parties not within our control. We are under no obligation to, and do not, scan content posted on the Website for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Website.



If you believe any materials on the Website infringe a copyright, you should provide us with written notice that at a minimum contains:

1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows: info@digital-aqua.com

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

14. International Access:

Our Website is provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Website. We make no representations regarding the legality of this Website in any other country, and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.



15. Resolution of Disputes:

a. **Governing Law:** The laws of the State of Tennessee shall govern these Terms of Use.

b. **Arbitration:** While we will make reasonable efforts to resolve any disagreements you may have with Carbon Zero, if these efforts fail you agree that all claims, disputes or controversies between you and Carbon Zero arising out of these Terms of Use, or the purchase of any products or services (“Claims”) shall be exclusively submitted to binding arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. In arbitration, as with a court, the arbitrator must honor these Terms of Use and can award the prevailing party damages and other relief, and the parties have the right to be represented by counsel of their choice. **In arbitration, however, (i) there is no judge or jury (ii) the proceedings and outcome are generally subject to certain confidentiality rules, (iii) the discovery process is limited, and (iv) a court’s review of the arbitrator’s ruling is extremely limited.**

The party filing arbitration must submit Claims to the American Arbitration Association (“AAA”) and follow its rules and procedures for initiating and pursuing arbitration. Any in-person hearing in the arbitration will be held in the same city as the U.S. District Court closest to your then-current residential address, or at some other place to which you and Carbon Zero agree in writing. The arbitrator shall apply Tennessee law consistent with the Federal Arbitration Act. You may obtain copies of the current AAA Rules, and forms and instructions for initiating arbitration, by contacting the AAA at 800-778-7879, or by visiting the AAA’s website at www.adr.org.

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years’ experience or a retired or former judge, selected in accordance with the AAA rules. The arbitration will follow the AAA’s then-current Consumer Arbitration Rules (the “AAA Rules”), unless those AAA Rules are inconsistent with these Terms of Use, in which case these Terms of Use govern. The payment of all AAA and arbitrator fees and costs will be in accordance with the AAA Rules.



Subject to those AAA Rules, each party to the arbitration will bear the expense of its own attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but the prevailing party in the arbitration may recover any or all costs or expenses from the other party if the arbitrator, applying applicable law and the AAA Rules, so determines. The arbitrator's award is final and binding on the parties.

The foregoing notwithstanding, both parties retain the right to seek relief in small claims court for any dispute or claim falling within the scope of such court's jurisdiction.

c. **Class Action Waiver:** YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CARBON ZERO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, "PRIVATE ATTORNEY GENERAL" ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

If, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to these Terms of Use holds that this class action waiver provision is unenforceable as to any Claim you have brought, then our agreement to arbitrate will not apply, and your Claim must be brought exclusively in court in Tennessee.

d. **Time Bar:** ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF THE CLAIM.

16. Privacy

Your privacy is important to us. **Our Privacy Policy** describes how we collect, use, disclose and otherwise process personal information and explains the rights and choices available to individuals with respect to their information. This Privacy Policy applies to the services provided on www.digital-aqua.com and any of the websites on which it is posted.

Individuals who are Californian residents should be sure to read the important information provided in Notice to Californian residents – your California privacy rights in the US **Privacy Policy**.

17. Miscellaneous

These Terms of Use do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms of Use shall be construed as if followed by the phrase “without limitation.” These Terms of Use, including any terms incorporated herein, consist of the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to these Terms of Use) may be made via posting to the Website or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for any failure to fulfil any obligation due to any cause beyond our control.

18. Account Transfer

If a transfer of your account to a third party is requested, please contact the account holder to authorize such transfer and get the account holder to edit all information on his or her account with your details. If the account to be transferred was created with a professional email address of a company or organization and you cannot reach the initial Account holder, a legal representative of this company or organization can also request transfer of this account with valid proof of representation to be provided. In that event, you shall request and complete the Account Transfer Request Form for us to authorize such transfer. Such form can be obtained by email through info@digital-aqua.com.

19. Contact Us

Should you have any questions regarding these Terms of Use or our services you may contact us at: info@cozero.cc