

Greencheq Inc. Founding User Trial Terms of Service

Last Updated: June 2, 2026

If you signed a separate Cover Page or other written agreement with Greencheq Inc. to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, that separate agreement applies to your use of the Product.

This Agreement is between **Greencheq Inc.** (“Provider,” “we,” or “us”) and the individual accessing or using the Product as a Founding User (“Customer” or “you”). This Agreement consists of: (1) the Order Form and (2) the Key Terms, both on the Cover Page below; (3) the Founding User Trial Terms set out below; and (4) the AI Output Disclaimer set out below. Where the Cover Page conflicts with the Founding User Trial Terms, the Cover Page controls. Capitalized words have the meanings given in the Cover Page or the Founding User Trial Terms.

You are accepting this Agreement in your individual capacity as a Founding User. You are not purchasing a license on behalf of, or otherwise binding, your employer or any other company. You represent that (a) you are at least 18 years old, and (b) you have the right to provide to Greencheq any information, content, or materials you input into the Product, and that doing so does not violate any agreement, policy, or duty you owe to your employer or any third party. If your participation requires your employer’s permission, you are responsible for obtaining it before you input any of your employer’s information.

By signing up for, accessing, or using the Product as a Founding User, you indicate your acceptance of this Agreement and agree to be bound by its terms and conditions.

Cover Page

Order Form

SaaS Service: Greencheq is an AI-powered SaaS platform that serves as a company’s green claim infrastructure. The Product delivers five core capabilities: instant claim reviews against global regulations and guidance, an embedded approval workflow for cross-functional teams, substantiation guidance that tells users what evidence they need to back a claim, a comprehensive claims database, and accessible institutional memory.

Founding User Trial: Access is provided on a free, pre-release (beta) basis for the purpose of evaluating the Product and providing Feedback to Greencheq.

Trial Start Date: The Effective Date.

Trial Period: Thirty (30) days from the Trial Start Date, unless extended or ended earlier in accordance with this Agreement. Greencheq may extend the Trial Period in its discretion by notice to you (including by email or notification within the Product).

What Happens at the End of the Trial: At the end of the Trial Period, your access to the Product will end unless you and Greencheq agree to a paid subscription (for example, a Team or Enterprise license) on separate terms. Because the trial is free, no fees will be charged and no subscription will auto-renew or auto-convert into a paid plan. Any move to a paid plan requires a new, affirmative agreement from you.

Use Limitations: The Founding User Trial is for a single named individual user (you). You may not share your account credentials or allow any other person to access the Product through your account. The relevant production license tiers, for reference only and not part of this free trial, are: Free = 1 user; Professional = 1 user; Team = up to 5 users; Enterprise = unlimited users.

Service Levels (SLA): None. The Product is provided during the Founding User Trial on an “as is” and “as available” pre-release basis. Greencheq will use commercially reasonable efforts to make the Product available but provides no service-level commitment, no uptime guarantee, and no service credits or refunds during the trial.

Technical Support: During the Trial Period, Greencheq will provide best-efforts support by email at brendan@greencheqai.com (or such other channel as Greencheq designates within the Product). Support response times are not guaranteed.

SaaS Service Fees: \$0 (free) during the Founding User Trial. No fees, pricing, or payment obligations apply during the Founding User Trial. The consideration you provide to Greencheq is your Feedback and your participation in the trial. Greencheq’s standard pricing for paid plans is available at its pricing page (<https://www.greencheqai.com/>) and would apply only if you later enter into a separate paid subscription.

Payment Period: Not applicable during the Founding User Trial.

Invoice Period: Not applicable during the Founding User Trial.

Key Terms

Customer: The individual who accepts this Agreement and accesses or uses the Product as a Founding User. The Founding User Trial does not create any agreement with, or obligations of, the individual’s employer.

Provider: Greencheq Inc.

Effective Date: The date you first accept this Agreement.

No Legal Advice; Not a Substitute for Counsel: Greencheq is not a law firm, does not practice law, and does not provide legal advice. No output, observation, score, suggestion, or other result generated by the Product constitutes legal advice, a legal opinion, or a regulatory determination, and nothing in the Product or this Agreement creates an attorney-client relationship. Greencheq is not a substitute for, and must not be used in lieu of, qualified internal or external legal counsel. Customer is solely responsible for obtaining independent legal review of any claim before publication and for any decision to publish, modify, or rely on any claim. Customer’s use of the Product does not relieve Customer of the obligation to consult qualified counsel.

Covered Claims:

- **Provider Covered Claims:** During the Founding User Trial, Greencheq does not provide an intellectual property or other indemnity. Because the Product is provided free and on a pre-release basis, Provider Covered Claims are none during the Trial Period. (Standard indemnification would apply only under a separate paid subscription.)
- **Customer Covered Claims:** Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else’s intellectual property or other proprietary rights;

or (2) results from your breach or alleged breach of the Acceptable Use terms (Section 9) below.

General Cap Amount: Because the Founding User Trial is free, the fees paid or payable are \$0. The Provider's total aggregate liability arising out of or relating to the Founding User Trial will not exceed one hundred U.S. dollars (US\$100). This cap, together with the disclaimers below, reflects the free, pre-release nature of the trial.

Governing Law: The laws of the State of California.

Chosen Courts: The state or federal courts located in California.

Notice Address:

- **For Provider:** brendan@greencheqai.com
- **For Customer:** The main email address on your account.

Attachments and Supplements

- **Data Handling:** Greencheq's handling of any personal data submitted during the Founding User Trial is governed by Section 3 (Customer Content and AI Data Use) and Greencheq's Privacy Policy (link to be inserted).
- **Acceptable Use Policy:** The Acceptable Use terms set out in the Founding User Trial Terms below, together with Greencheq's Community Guidelines (link to be inserted).

Additional Terms

- **Affiliate Access:** Not applicable. The Founding User Trial is for a single individual and does not authorize affiliate or company-wide access.
- **Publicity Rights:** Greencheq may identify you as a Founding User and may reference the company you are employed by as a participant in the Founding User program only with your prior written consent (email is sufficient). You may withdraw that consent at any time on a going-forward basis. This is intentionally narrow because you are participating as an individual rather than committing your employer.

Founding User Trial Terms

These terms govern the Founding User Trial. They reflect the pre-release nature of the Product and the AI-specific considerations relevant to an evaluation program.

1. Pre-Release (Beta) Nature of the Product

You acknowledge that the Product is a pre-release, beta version under active development. It may contain bugs, errors, and incomplete features; it may produce inaccurate or unexpected results; and it may change, be suspended, or be discontinued at any time without notice. Greencheq makes no promises about future availability, features, or pricing. The Product is provided **"as is" and "as available," with all faults and without warranties of any kind**, to the maximum extent permitted by law.

2. Feedback

The purpose of the Founding User Trial is for you to evaluate the Product and share your experience. You are encouraged to provide feedback, suggestions, bug reports, ideas, and other input (“Feedback”) on a regular basis. If you provide Feedback, you grant Greencheq a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, and exploit that Feedback for any purpose, including to operate, develop, and improve the Product, without restriction and without any obligation to compensate or credit you. Feedback is provided voluntarily, and you are not required to provide any particular Feedback as a condition of access.

3. Customer Content and AI Data Use

3.1 Ownership of inputs. As between you and Greencheq, you retain all ownership rights in the information, claims, documents, and other content you input into the Product (“Customer Content”). This Agreement does not transfer ownership of Customer Content to Greencheq.

3.2 License to operate the Product. You grant Greencheq a limited, non-exclusive, worldwide, royalty-free license to host, store, process, transmit, display, and otherwise use Customer Content solely as needed to provide, secure, and support the Product for you during the Founding User Trial.

3.3 Use to improve the Product (including AI training). Greencheq may use Customer Content in de-identified and aggregated form to analyze usage, debug and improve the Product, and train, fine-tune, or evaluate the AI models that power the Product. De-identified means information from which direct identifiers of you, your employer, and any specific product or claim have been removed or obscured so that the data is not reasonably attributable to you, your employer, or a specific claim. Greencheq will not use your identifiable Customer Content to train models, and will not sell your Customer Content. You may opt out of having your de-identified Customer Content used for model training by emailing brendan@greencheqai.com, and Greencheq will honor that request on a going-forward basis without affecting your access to the trial.

3.4 No prohibited or sensitive data. You agree not to input into the Product any data that you are not permitted to share, any personal data beyond what is reasonably necessary to evaluate the Product, any special categories of sensitive personal data, or any information subject to heightened regulatory obligations (for example, regulated health, financial-account, or government-classified information). The Product is designed for environmental marketing claim content, not for sensitive personal data.

4. AI Outputs

4.1 Ownership of outputs. As between you and Greencheq, and to the extent permitted by applicable law, Greencheq assigns to you its right, title, and interest, if any, in the observations, analyses, suggested language, and other results the Product generates from your inputs (“Output”). You are responsible for evaluating and using Output in accordance with the AI Output Disclaimer below.

4.2 Non-uniqueness of outputs. You acknowledge that the Product is powered by AI and produces results that are probabilistic and non-deterministic. The Product may generate the same or substantially similar Output for other users who provide similar inputs. Greencheq does not represent that any Output is unique to you.

4.3 No warranty of accuracy or compliance. Output may be incomplete, inaccurate, or out of date, and does not constitute legal, regulatory, or professional advice. The AI Output Disclaimer below governs your use of Output and is incorporated into these terms.

5. Confidentiality

You will likely have access to non-public information about Greencheq, including the Product's features, user interface, functionality, performance, pricing concepts, roadmap, and any pre-release materials ("Greencheq Confidential Information"). You agree to keep Greencheq Confidential Information confidential, to use it only to evaluate the Product and provide Feedback, and not to disclose it to any third party or publish screenshots, benchmarks, or reviews of the Product without Greencheq's prior written consent. This obligation continues during the trial and for two (2) years after it ends. This section does not apply to information that is or becomes public through no fault of yours, that you already lawfully possessed, or that you are legally required to disclose (with prompt notice to Greencheq where lawful).

6. Term, Suspension, and Termination

This Agreement begins on the Effective Date and continues for the Trial Period. Because the Product is free and pre-release, **either party may end the Founding User Trial at any time, for any reason, on notice (email is sufficient)**, and Greencheq may suspend or restrict access at any time to protect the Product or other users. On expiry or termination, your right to access the Product ends. Sections 2 (Feedback), 3.1, 4.1, 5 (Confidentiality), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 10 (Indemnification), 11 (Greencheq Intellectual Property), 12 (No Reference to Greencheq), and 13 (General) survive. Greencheq will delete or de-identify your Customer Content within a commercially reasonable period after the trial ends, except for de-identified or aggregated data and Feedback, and except as required by law.

7. Disclaimer of Warranties

To the maximum extent permitted by law, Greencheq disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty that the Product or any Output will be accurate, error-free, uninterrupted, secure, or will meet your requirements. This reflects the free and pre-release nature of the Founding User Trial.

8. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, or business interruption, arising out of or relating to the Founding User Trial. Greencheq's total aggregate liability arising out of or relating to the Founding User Trial will not exceed the General Cap Amount set out in the Key Terms (US\$100). Nothing in this Agreement limits liability that cannot be limited under applicable law.

9. Acceptable Use

You will not:

- **(a)** use the Product to violate any law or third party's rights;
- **(b)** input content you are not authorized to share;
- **(c)** reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying models, frameworks, scoring logic, or regulatory mappings of the Product; extract, copy, scrape, harvest, or systematically compile content, Output, criteria, guidance, databases, or other materials from the Product in order to create, populate, train, or improve your own or any third party's internal tools, databases, checklists, spreadsheets, models, or other resources beyond the use that the Product

itself facilitates; or use the Product to build, train, or support a competing product or service;

- (d) share your account or resell or sublicense access;
- (e) probe, scan, or test the vulnerability of the Product or circumvent its security; or
- (f) use the Product to generate or substantiate claims you know to be false or misleading; or
- (g) reference, name, cite, link to, display the marks or logo of, or otherwise identify Greencheq in any external communication, or state or imply that Greencheq has reviewed, verified, certified, approved, or endorsed any claim, product, or sustainability practice (see Section 12).

10. Indemnification

You will defend, indemnify, and hold harmless Greencheq and its officers, employees, contractors, and agents from and against any Customer Covered Claims (as defined in the Key Terms) and any resulting losses, damages, liabilities, settlements, costs, and expenses, including reasonable attorneys' fees. Greencheq will give you prompt notice of the claim, reasonable cooperation, and control of the defense, provided that any settlement imposing a non-monetary obligation on Greencheq requires Greencheq's prior written consent. As stated in the Key Terms, Greencheq provides no indemnity during the Founding User Trial.

11. Greencheq Intellectual Property

Greencheq and its licensors own all right, title, and interest in and to the Product, including all software, AI models, frameworks, scoring logic, regulatory mappings, content, and materials, and all related intellectual property rights. This Agreement grants you only a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Product during the Trial Period for the purpose of evaluating it and providing Feedback. No other rights are granted to you, whether by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Greencheq.

12. No Reference to Greencheq; No Endorsement or Certification

Greencheq does not verify, certify, validate, approve, endorse, or substantiate any environmental or sustainability claim, product, or company. The Product is a decision-support tool for human review, and its results carry no certifying, verifying, or endorsing authority of any kind.

Accordingly, you will not, and will not authorize, encourage, or assist your employer or any other person to, reference, name, cite, link to, display the marks or logo of, or otherwise identify Greencheq in any External Communication. **This restriction applies with particular force to sustainability, environmental, ESG, marketing, and advertising communications.** You and your company will never state or imply, directly or indirectly, that Greencheq has reviewed, verified, certified, validated, approved, endorsed, or substantiated any claim, product, or sustainability practice, or that use of the Product or participation in the Founding User Trial confers any certification, seal, verification, partnership, or endorsement.

"External Communication" means any communication or material directed to or accessible by anyone outside your company, including marketing and advertising, product packaging and labeling, websites and social media, press and media statements, investor and financial

materials, sustainability or ESG reports and disclosures, regulatory filings, and customer-facing claim substantiation.

Internal use of the Product within your company to draft, review, approve, and manage your own claims is permitted and is the intended use of the Product. This Section does not restrict disclosures required by law, provided you give Greencheq prompt prior notice where lawful and disclose only what is legally required. Greencheq may permit a specific reference to it in advance and in writing, except that no permission will ever allow any statement or implication of review, verification, certification, or endorsement of a claim, which is prohibited without exception. This Section survives termination of this Agreement.

13. General

13.1 Entire Agreement. This Agreement, consisting of the Order Form, the Key Terms, the Founding User Trial Terms, and the AI Output Disclaimer, is the entire agreement between you and Greencheq regarding the Founding User Trial and supersedes all prior or contemporaneous understandings on that subject.

13.2 Governing Law and Venue. This Agreement is governed by the Governing Law stated in the Key Terms, without regard to its conflict-of-laws rules, and the parties submit to the exclusive jurisdiction of the Chosen Courts stated in the Key Terms.

13.3 Assignment. You may not assign or transfer this Agreement or any rights under it without Greencheq's prior written consent. Greencheq may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of assets.

13.4 Notices. Notices under this Agreement must be sent to the applicable Notice Address in the Key Terms and are effective when sent, provided no delivery-failure notice is received.

13.5 Waiver and Severability. A failure to enforce any provision is not a waiver of it. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

13.6 Relationship of the Parties. The parties are independent contractors. This Agreement creates no partnership, joint venture, agency, or employment relationship between them.

13.7 Changes to this Agreement. Greencheq may update these terms during the Founding User Trial by posting an updated version or notifying you (including by email or notification within the Product). Your continued use of the Product after an update takes effect constitutes your acceptance of the updated terms.

AI Output Disclaimer

Understanding what Greencheq is and is not

Greencheq is a tool that helps you draft, review, and manage environmental marketing claims. We have designed the platform to surface relevant regulations, guideline references, substantiation criteria, and risk indicators so your team can make better, faster decisions. Before you use Greencheq, we want you to understand exactly what it is and is not, so you can use it appropriately.

What Greencheq does. Greencheq analyzes the claims, supporting information, and product details you provide against a structured framework derived from publicly available regulations,

standards, and litigation trends. It returns observations about how your claim aligns with that framework, identifies potential risks or gaps in substantiation, and suggests language adjustments where applicable.

What Greencheq does not do. Greencheq does not provide legal advice. Nothing in any output should be treated as a legal opinion, regulatory determination, or guarantee that a claim will not be challenged. Greencheq does not certify, approve, or verify compliance. Regulations differ across jurisdictions, evolve over time, and are interpreted by courts and regulators in ways no automated system can fully predict. Greencheq does not replace qualified counsel or technical experts. For material claims, claims that significantly affect consumer purchasing decisions, claims subject to active regulatory enforcement, or claims tied to significant commercial value, you should consult your own legal, regulatory, and sustainability advisors before publishing. Greencheq does not independently verify your inputs. The quality of any output depends on the accuracy and completeness of the information you provide. Outputs based on incomplete or inaccurate inputs may themselves be incomplete or inaccurate.

Your responsibilities. You are responsible for the claims you publish. That includes the accuracy of the information you provide to Greencheq, your own assessment of the outputs, the decision to publish or modify any claim, and maintaining substantiation records sufficient to support that claim in front of regulators, auditors, or courts.

Why this matters. We built Greencheq to make expert-level review accessible and faster, not to remove human judgment from the process. Used well, Greencheq accelerates your existing review workflow, surfaces risks you might have missed, and gives you the institutional memory to defend past decisions. Do not use Greencheq as a substitute for qualified judgment or counsel.

By using Greencheq, you acknowledge that you have read this disclaimer and agree to use the platform consistent with these limitations.