

STX Terms of Use

Version 2.0

Last Updated 11 November 2025

Terms of Use

Version 2.0

Last Updated 11 November 2025

1	WELCOME TO STX.....	1
2	YOUR ACCOUNT REGISTRATION AND ONBOARDING	1
3	DEFINITIONS	1
4	USING THE PLATFORM.....	2
5	YOUR RESPONSIBILITIES ON THE PLATFORM.....	3
6	YOUR PROMISES TO US	4
7	HOW WE PROTECT INTELLECTUAL PROPERTY RIGHTS & CONTENT.....	4
8	HOW WE USE THIRD-PARTY LINKS & SERVICES	4
9	HOW WE USE YOUR PERSONAL INFORMATION	5
10	TERMINATION.....	5
11	DISCLAIMERS.....	5
12	CHANGES TO THESE TERMS.....	6
13	RESOLVING DISPUTES	6
14	CONTACT US.....	6
15	MISCELLANEOUS.....	6
16	GOVERNING LAW & JURISDICTION	6

1 Welcome to STX

- 1.1 We are STX Commodities B.V. (**STX, we, our or us**) and we operate the website <https://platform.climatetech.stxgroup.com> (**Site**) and STX's portal (**Portal**) (the Site and the Portal together the **Platform**). Our business address is Gelrestraat 30, 1079MZ Amsterdam, the Netherlands.
- 1.2 These Terms of Use (**Terms**) are the terms and conditions governing your access to, and use of, the Platform.
- 1.3 Your access to, and use of, the Platform implies your binding agreement to and acceptance of these Terms. If you do not agree with these Terms, please do not use the Platform.
- 1.4 These Terms, along with the following additional policies, are the rules governing your rights and obligations in respect of the Platform:
 - Privacy Policy; and
 - Cookies Policy,
 (together, the **Policies**).

2 Your Account Registration and Onboarding

- 2.1 In order to access certain features of the Platform, you will need to register and create an account (**Account**). You agree to provide during the Account registration process and throughout the duration of your Account with us, accurate and complete information. If any of your details relevant to your Account change, you must update your information by logging into your Account and updating your information accordingly.
- 2.2 You are responsible for your Account information and must keep it confidential and secure. This includes your login credentials, personal and company details, and any other information associated with your Account. If you know or suspect that anyone, other than you, knows your Account password, you should change it and let us know as soon as possible by using the "Contact Us" section below.
- 2.3 You are solely responsible for all activity on your Account. Your Account is personal to you and non-transferable. Users are prohibited from sharing or transferring their Accounts to others. These Terms are in place to uphold the integrity of individual Accounts and to ensure that each user is responsible for all activities on their Account.
- 2.4 By using the Platform for commercial purposes (being wholly or partly for the purposes of a trade or profession) you will be a **Business User** (and references in these Terms and our other Policies (as the context requires) to **you** and **your** includes you and the business or entity on behalf of which you are accessing or using the Platform). As a Business User, the person using the Business User's Account must be, and will be deemed to be, an authorised representative of that business or entity with authority to bind it to these Terms and procure Products on behalf of that business or entity and by opening an Account you agree to these Terms on behalf of the relevant business or entity.

3 Definitions

The following words will have the meanings set out below when used throughout these Terms:

Term	Definition
EAC	Energy Attribute Certificate being a global instrument which certifies that a specific amount of electricity was produced from a renewable source.
GHG	Greenhouse gas.

Term	Definition
MWh Actual	The actual amount of electricity usage over a period.
MWh Consumption Trend Growth	The forecasted amount of electricity usage over a period.
MWh Forecast	The average of growth rates in electricity usage for prior periods.
Net Zero Objective	the net zero objective of the user as specified by the user in their Account as part of their Account registration and onboarding with the Platform.
Product(s)	all products made available by STX from time to time for sale or sold on the Platform.

4 Using the Platform

- 4.1 As part of a user's Account registration and onboarding with the Platform, the user will add or import details in relation to their entity's Mwh Actuals, Mwh Forecasts, Mwh Consumption Trend Growth percentage and Net Zero Objectives.
- 4.2 The Platform is designed to enable users with registered Accounts to view a dashboard containing information with respect to the users CO2 emissions and Net Zero Objectives, based on the information uploaded by the user. The Platform will allow users to request indicative prices for Products by specifying the required consumption (and country of consumption), volume, consumption period, organisation, production method, technology (for example, wind, solar, hydro or geothermal) and delivery (for example, delivery deadline and whether a transfer is required and to which country) (**Indicative Price Quote**). The user will submit the Indicative Price Quote request, at which point STX personnel will review the Indicative Price Quote request and supply to the user an Indicative Price Quote.
- 4.3 Once the user has received the Indicative Price Quote, the user can choose whether to progress and request a Firm Price Quote (as defined below) for those specific Products.
- 4.4 If a user opts to progress with the Products originally the subject of the Indicative Price Quote the user can request a firm price quote (**Firm Price Quote**). The user will submit the Firm Price Quote request, at which point STX personnel will review the Firm Price Quote request and supply to the user a Firm Price Quote.
- 4.5 Once the user has received the Firm Price Quote, the user can choose to either progress and accept the Firm Price Quote or reject it. If the user opts to progress with the Firm Price Quote, the user will transact with STX under the terms of a separate sales agreement and such transaction will, unless otherwise agreed, be subject to the Firm Price Quote.
- 4.6 The Platform contains a dashboard enabling users to, where the user has imported the requisite information:
- request Indicative Price Quotes and Firm Price Quotes;
 - see and accept or reject Firm Price Quotes;
 - see an overview of the different technologies in their portfolio for the current year to date or up until the year 2030;
 - see upcoming deliveries and the status of deliveries against the transacted Products for the current year to date or up until the year 2030; and
 - see Account notifications.
- 4.7 The Platform contains a holding page enabling users to, where the user has imported the requisite information:
- import a map of the entities within the user's group or portfolio and make changes to the entities listed;
 - import Mwh Forecasts and Mwh Actuals as against each entity and add and manage details of a new site under an entity;

- see an overview of the top energy consumers amongst their entities and the top green sources that the user usually sources from;
 - import relevant information, including third party certificates;
 - see a list of their entities, respective total traded Mwh, EUR, GHG emissions and number of sites; and
 - export their entities list and the respective data contained therein.
- 4.8 Access to and use of the Platform is subject to certain conditions as set out in these Policies or as otherwise communicated to you from time to time by STX. Users must comply with all applicable laws and regulations and adhere to these Terms and the other Policies. Failure to do so may result in restricted access or termination of your Account.
- 4.9 While we strive to provide a seamless experience, we do not guarantee constant availability to the Platform or uninterrupted access to the Platform due to various factors, including, but not limited to, those beyond our control and as such the Platform is provided on an "as-available" basis.
- 4.10 It is the sole responsibility of the user to ensure, and satisfy itself, that the transactions and certificates procured by the user from STX meet the users' requirements and are suitable for the users intended and individual purposes, in particular, but without limitation, any intended environmental claims and/or regulatory compliance requirements. Accordingly, we disclaim any and all liability for any issues arising from the users failure to conduct appropriate due diligence on the transactions and certificates (including, but not limited to, any consequential loss and/or liability that may arise if you have procured transactions and/or certificates which do not meet the users requirements and/or which are unsuitable for the users intended and individual needs). Please consult STX for more information on transactions and/or certificates.

5 Your Responsibilities on the Platform

- 5.1 You must not use the Platform and its functionality:
- to do anything illegal or breach applicable laws or regulations;
 - for any other purpose than to browse or request Indicative Price Quotes or Firm Price Quotes as outlined above;
 - circumvent, test or breach the security measures of the Platform;
 - use any information obtained from the Platform or otherwise provided by STX to circumvent the operation of the Platform so as to engage in fee avoidance practices;
 - collect any data other than in accordance with the Policies;
 - transfer or assign any of your rights to use the Platform to another person;
 - create more than one account;
 - collect or use any images or text from the Platform or otherwise breach our intellectual property terms; and
 - upload any information that does not comply with these Terms or our Policies.
- 5.2 If you fail to comply with these Terms or violate any of our Policies, we may:
- temporarily or permanently withdraw or suspend your access to the Platform;
 - disclose information to law enforcement authorities if we find it reasonably necessary or have a legal obligation to do so; or
 - temporarily or permanently delete your Account.
- 5.3 You will be solely responsible for obtaining, maintaining in force and at all times complying with, all necessary approvals, consents, licences, permissions and authorisations required from any third party, including but not limited to, any corporate bodies, any government or similar body, any regulatory authority or third party provider of certificates (**Consents**) required for

you to upload or import any data or information to the Platform (including, but not limited to, third party certificates and publicly available data and/or information) (together **Content**) and make such Content available for use by STX, including, but not limited to, as set out in paragraph 7.4. You must immediately notify us if any Consent is revoked or you are in breach of any Consent.

6 Your Promises to Us

- 6.1 You agree to defend and to indemnify us, any parent company, subsidiaries and/or affiliates (as applicable) and each of their respective officers, directors, employees, agents, and advisors from and against any and all claims, damages, costs, expenses, losses, or liabilities (**Indemnifiable Liabilities**) that may arise from your use of the Platform, provision by you, and use by STX, of the Content or any breach of these Terms except to the extent such Indemnifiable Liabilities arise due to our wilful default or gross negligence and subject always to paragraph 11.3 (*Disclaimers*) below. This includes, but is not limited to, claims from other users, third parties, or regulatory bodies. We reserve the right to handle our legal defence however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.
- 6.2 You agree that any information that you provide to us will be true, accurate, not misleading and complete in all respects. You acknowledge and accept that you are and will be solely responsible for all information that you provide to us.

7 How We Protect Intellectual Property Rights & Content

- 7.1 All intellectual property rights associated with the Platform, including but not limited to trademarks, copyrights, and proprietary content, are owned by Us. Users acknowledge and agree that the ownership and usage rights of intellectual property on the Platform exclusively belong to us.
- 7.2 You are granted limited, non-exclusive rights to use the materials provided by STX. You are expressly prohibited from using, reproducing, or distributing these materials for any purpose other than those explicitly permitted by these Terms.
- 7.3 You own (or have the right to use) all the rights in, and are solely responsible for, your Content. You represent that you have all the necessary rights in, and to all parts of, your Content, and that it does not infringe or violate any third-party rights by posting it or providing your Content to us.
- 7.4 By posting your Content on or through the Platform, you grant to us a worldwide, non-exclusive, irrevocable, sub-licensable, perpetual and royalty-free licence to use, display, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, store, licence, sub-licence, assign, transfer, prepare derivative works and exploit your Content (including any intellectual property rights included in such content) anywhere and in any form for the purpose of providing our services and/or the operation of the Platform and/or our business.
- 7.5 We reserve the right to delete or reject Content as needed. This includes Content that violates these Terms or our other Policies, infringes any intellectual property rights, or poses a threat to the security and/or the integrity of the Platform. The goal is to maintain a safe, respectful, and compliant environment for all users.

8 How We Use Third-Party Links & Services

Certain features or services on the Platform may involve third-party applications or services. In such cases, if you decide to engage with the third-party for the provision of certain features or services, you may be required to agree to the terms and conditions of these third parties. This ensures a clear understanding of your rights and responsibilities when engaging with external features and services linked to the Platform. You acknowledge that accessing third-party applications, services and/or content is at your own risk and we do not guarantee the accuracy, practices, and functionality of the third party websites.

9 How We Use Your Personal Information

We are committed to protecting your privacy. The use of any personal information on our Platform is governed by our Privacy Policy. By using our Platform, you agree to the terms outlined in the Privacy Policy, which detail how we collect, process, and safeguard your personal data.

10 Termination

- 10.1 You may terminate your Account at any time from your account settings. Terminating your Account will only affect your ability to access and use certain parts of the Platform. Any obligations that you entered into prior to termination of your Account will continue to be your obligations notwithstanding the termination of your Account.
- 10.2 We may terminate or suspend your Account (and any accounts related to your Account) and your access to the Platform should we have reason to believe that you or your use of the Platform violates these Terms or our other Policies.
- 10.3 If we do opt to terminate or suspend your Account, you will not have a contractual or legal right to continue to use the Platform. We will typically notify you if your Account has been terminated or suspended, unless you have repeatedly violated these Terms or our other Policies, or there is a legal or regulatory reason preventing us from doing so.
- 10.4 If you or we terminate your Account, you may lose any information associated with your Account.
- 10.5 We reserve the right to change, suspend or discontinue any of the functionality we provide to you or other users at any time, for any reason. We will not be liable to you for the effect that any changes to the functionality we provide may have on you.

11 Disclaimers

- 11.1 We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with these Terms for any:
- loss or harm caused by viruses, worms or other programmes which are designed to negatively impact the Platform;
 - loss of profit, goodwill, opportunity, data, business or business reputation;
 - business interruption; and
 - indirect or consequential losses, including where such loss/damage is of any of the types listed above.
- 11.2 Where there is a service interruption on the Platform or other 'force majeure' event which prevents us from fulfilling our promises to you, we will not be liable to you for any losses arising therefrom, but we will use reasonable endeavours to fulfil those promises once the service interruption has been resolved to our satisfaction.
- 11.3 We do not exclude or limit our liability in any way where it would be unlawful to do so. Nothing in these Terms excludes or limits your or STX's liability for fraud or fraudulent misrepresentation. Our aggregate total liability for all claims, whether based on a claim in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with these Terms or the provision of the Platform is limited to EUR 100,000.
- 11.4 While we strive and use reasonable endeavours to provide a reliable Platform, we make no warranty or representation to you other than those set out in these Terms or the other Policies. We do not warrant and we disclaim all guarantees to you in any way that:
- the Platform or your use of the functionality will meet your requirements, and as such the Platform is offered on an "as is" basis;

- the Platform or your use of the functionality will be uninterrupted, timely, secure or error-free; or
- defects in the operation or functionality of the Platform provided to you will be corrected.

12 Changes to these Terms

- 12.1 These Terms are subject to change at any time. For any changes to these Terms, we will revise the "Last Updated" date at the top of these Terms, upon which the changes will be effective.
- 12.2 It is your responsibility to be aware of any changes and your continued use of the Platform will constitute your agreement to these Terms as updated.

13 Resolving Disputes

If you have a dispute with us relating to the Platform that we provide, in the first instance please contact us by reference to the "Contact Us" section below and we will try to resolve the issue informally.

14 Contact Us

For enquiries relating to these Terms, you can reach out to us via help.evolve@stxgroup.com. We value open communication and are committed to addressing any concerns or questions that you may have regarding the Terms.

15 Miscellaneous

- 15.1 The failure of the Platform to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing.
- 15.2 If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.
- 15.3 These Terms, along with any other terms and Policies referenced herein, constitute the entire agreement between the user and STX, governing the use of the services and superseding any prior agreements, understandings, or communications, whether written or oral.
- 15.4 These Terms are made between you and us. Nobody else has any rights under them.

16 Governing Law & Jurisdiction

These Terms along with the other Policies referenced herein are subject to and governed by the laws of Netherlands. You agree that any dispute arising from or in connection with these Terms and/or the other Policies referenced herein will be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.