This RTIS Terms of Services is a legal agreement among you on the one hand, and RTIS monitors on the other hand. The following Terms of Service govern your use of the RTIS website and all of the products and services offered by RTIS.

PLEASE CAREFULLY READ THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, DO NOT ACCESS, DOWNLOAD, OR USE THE SERVICES OR ANY COMPONENT THEREOF. BY CLICKING "ACCEPT THE TERMS" AND USING THE PLATFORM, UTILIZING THE SERVICES, ACCESSING, DOWNLOADING AND/OR USING THE TOOLS AND/OR ACCESSING ANY DATA OR INFORMATION MADE AVAILABLE THROUGH THE SERVICES.

These Terms of Service may be updated from time to time, so please check back frequently. You acknowledge and agree that your continued use of the RTIS web site and services after any such update signifies your acceptance of such modified Terms of Service. When changes are made, RTIS will provide you with notice either by email or through the Platform. If you do not agree to any change(s) after receiving notice of such change(s), you agree to stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such changes. PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE CURRENT TERMS.

Any illegal use of the service is strictly prohibited. You are responsible for the privacy and storage of your username and password. We don't sell your personal data to any third parties unless you give us specific permission. We provide brands and consultants with reports about the performance of your factories that help them provide constructive interpretation. We help you find and connect with factories, brands and consultants that concern you. We engage in research to develop, test and improve our service. This includes analyzing the data we have about our users and understanding how people use our service.

If you download or use our software, you give us permission to download and install updates to the software where available.

We work constantly to improve our services and develop new features to make our service better for you. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. We will only make

changes if the provisions are no longer appropriate or if they are incomplete, and only if the changes are reasonable and take due account of your interests.
We will notify you (for example, by email or through our Products) before we make changes to these Terms and give you an opportunity to review them before they go into effect, unless changes are required by law. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.
Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your data has been deleted or removed and how to contact us if you think that we have deleted or removed your data by mistake.
If you delete or we remove your data, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized.

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

To create an account you need to provide data including your name, email address and/or mobile number, and a password. You have choices about the information on your profile, such as work experience, licenses, trademarks, certificates and any documents related to your factory. It is your choice to provide additional information on your profile; however, profile information helps you to get connected to brands and consultants.Please do not post or add personal data to your profile that you would not want to be publicly available.

SECTION 1 <u>The Services</u>:

(a) **Platform: Resource Tracking Information System (RTIS)** is a website or app which helps you to keep track of your factory's footprint and resources consumption progress and the harmful gasses or chemicals emitted by them. It creates an easy path for you to get connected to buyers and consultants. It also assists you in keeping record of your maintenance schedule(s) and implementation plan(s).

(b) **Users:** There are three types of users for this app. They are:
1. <u>**Factory-**</u> All types of factories (manufacturing, garments, etc.) can use this app for tracking their factory's information.They can also connect to their desired brands and consultants.
2. <u>**Brand-**</u> All the brand(s) can use this app to get connected to various factories and consultants.
3. <u>**Consultant-**</u> Consultant(s) can get connected to factories and brands through this app and provide beneficial recommendations.
4. <u>**Users-**</u> Factory employee(s) can use this app as a user once approved by admin.

(c) **Tools and Modules:**
1. **Tools-** The tools that we have provided to you are:
   (i) Dashboard: Dashboard is the interface of the app. As soon as you login the first thing that appears is the dashboard, which exhibits the factory's **graph reports and pie charts, factory information, maintenance schedule**(s) **and implementation plan**(s).
   (ii) Footprint: Footprint displays the module(s) or folder(s) of your factory. The modules include the monthly data of your factory.

(iii) Key Performance Indicator (KPI): KPI shows your factory's monthly performance for each module.

(iv) KPI Compare: KPI Compare compares your factory's yearly performance from each module.

(v) Data Entry: Data entry option is where you input your factory's data of all the years upto the running year and month.

(vi) Data Verification: Data verification is where the brands and consultants verified the factory's data. This tool makes sure that no false data has been input.

(vii) Factory Connection: Factory Connection is where you get brand and consultant requests. After accepting the request, you can see the connected brands and consultants.

(viii) Documentation: Documentation is where you get a user manual pdf and tutorial of the RTIS app. Through this you will get all the enlightenment you need to operate this app smoothly.

(ix) Profile: Profile is where the admin puts his/her information (name, title and phone) and you can change the password, too.

2. **Modules-** Modules are basically factory departments. Like- GHG, Energy, Power, Thermal, etc.

Section 2 <u>Access and Use of the service</u>:

1. **Registration:** Accessing and using the app requires registration and creation of an account on the Platform. You can register as a factory or brand. You can also upload any document that proves your identity.
2. **Restrictions:** You may not use the Account, username, or password of someone else at any time. You agree to notify RTIS immediately of any unauthorized use of your account, user name, or password. You may be held liable for any losses incurred by RTIS due to someone else's use of your Account or password. RTIS is not liable for any loss that you incur as a result of someone else accessing your Account or using your password, either with or without your knowledge.

3. **Third Party Content:** Third Party Content means data or information from a third party that a user includes or otherwise incorporates in its User Content. You are responsible for your posting of Third Party Content. You agree that you will not post any third party's sensitive financial information, intellectual property, information that the third party treats as confidential or proprietary information, and/or any other information that the third party may consider to be a trade secret.
4. **User content:** Subject to certificates and documents that help in identifying you and your factory should be included in the website so that brand(s) and consultant(s) can connect with you. Any risk associated with it is solely your responsibility.

Section 3 <u>Confidentiality</u>:

(a) Confidential Information: Confidential Information means any information or data that is considered private and sensitive to share. Any such information should not be shared to a third party by any means.

(b) Permitted Disclosure: The confidentiality and non-disclosure obligations under this Section will not apply to the extent that a party is required to disclose information by applicable law, regulation, rule, or order of a governmental agency or a court of competent jurisdiction or legal process; provided, however, that the party will provide advanced written notice of such disclosure to the other party, consult with the other party with respect to such disclosure and provide the other party sufficient opportunity to object to any such disclosure or to request confidential treatment or a protective order.

Section 4 <u>Disclaimers of warranties</u>:

Disclaimer: You acknowledge and agree that the disclaimers and limits set forth in these Terms reflect the reasonable and fair allocation of risk between you and RTIS and are an essential basis of this contract between you and RTIS. Your use of the Services and the information you obtain through the Services is at your own risk. NEITHER RTIS, NOR ANY OF ITS MEMBERS, MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ABOUT THE QUALITY, ACCURACY, RELIABILITY, AVAILABILITY, COMPREHENSIVENESS, ADEQUACY,

COMPLETENESS, SECURITY OR TIMELINESS OF THE SERVICES, CUSTOM SERVICES, DOCUMENTATION, OR ANY CONTENT OR INFORMATION THEREIN, OR THAT THE MATERIALS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE MATERIALS, SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE MATERIALS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Section 5 Limitation of Liability:

RTIS MONITOR MEMBERS WILL NOT BE LIABLE FOR ANY KIND OF LEAKAGE OF INFORMATION OF FACTORY USER OR THEIR DATA. WE DON'T HOLD ANY RESPONSIBILITY FOR THE OUTFLOW OF YOUR PERSONAL INFORMATION, E-MAIL OR PASSWORD. WE SHALL NOT BE LIABLE FOR ANY KIND OF LOSS U FACE, EITHER.