

# TERMS AND CONDITIONS FOR REGISTRATION, MANAGEMENT, AND ACCOUNTING OF MICROBIAL SAMPLING CAMPAIGNS AND BIODIVERSITY CREDITS UNDER THE EPOLLEO DIVERSITY PLATFORM

Effective Date: 07-01-2025

**1. INTRODUCTION** These Terms and Conditions (the "Agreement") govern the use of services offered by Epolleo, Inc., a nonprofit corporation organized under the laws of the State of South Dakota ("Epolleo", "Company", "we", or "us") via its Epolleo Diversity Platform (the "Platform"). By accessing or using the Platform, or by creating an account or receiving services from the Platform, you (the "User") agree to be legally bound by these terms.

## 2. DEFINITIONS

- **Biodiversity Credit ("Diversity Credit"):** A verified unit representing a quantifiable contribution to microbial biodiversity through sampling, preservation, and documentation.
- **Sampling Campaign:** A defined activity, often student-led or researcher-coordinated, that results in documented microbial sampling tied to geospatial and ecological data.
- **User Account Types:**
  - *Contributor:* A student or educator participating in a sampling campaign.
  - *Research Partner:* An academic or nonprofit institution accessing or uploading data.
  - *Industry Licensee:* A private entity applying for access and licensing rights under approved screening campaigns.
- **Verification Body:** An independent organization or committee validating the data integrity and compliance of Diversity Credit submissions.
- **End User:** An entity or individual that purchases, retires, or claims benefits associated with Diversity Credits.

**3. SCOPE OF SERVICES** The Platform provides services including:

- Registration of microbial sample metadata;
- Serialization of Diversity Credits;
- Public and private data management;
- Access and licensing facilitation under approved research protocols;
- Campaign-level tracking and transparency mechanisms.

**4. ACCOUNT CREATION AND USER RESPONSIBILITIES** Users must provide accurate, complete information and maintain confidentiality over login credentials. Epolleo reserves the right to suspend access for any violation of these Terms.

**5. SAMPLE SERIALIZATION AND CREDIT ISSUANCE** Each microbial sample submitted through an approved campaign will receive a unique serial number. Serial numbers are permanently linked to sample metadata and may be bundled into fungible Diversity Credits.

**6. VALIDATION AND RETIREMENT PROTOCOL** Credits must be validated by the Verification Body. Credits can be retired by an End User to claim environmental or educational benefits. Once retired, a certificate will be issued and recorded in the Platform ledger.

**7. INTELLECTUAL PROPERTY AND DATA LICENSING** User-submitted data is licensed to Epolleo under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License unless otherwise agreed. Commercialization requires a licensing agreement approved by the Ethics and Science Oversight Committee.

**8. PLATFORM SECURITY AND ACCESS** The Platform adheres to data protection laws under the State of South Dakota and applicable U.S. federal regulations. Data is stored using encrypted cloud-based systems and blockchain-anchored registries where applicable.

**9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY** Epolleo does not guarantee uninterrupted service and disclaims liability for indirect damages or loss of profits. All services are provided "as is."

**10. COMPLIANCE WITH LAW** All activities must comply with the U.S. Environmental Protection Agency (EPA), Federal Trade Commission (FTC), and South Dakota State statutes governing biodiversity, data management, and nonprofit operations.

**11. DISPUTE RESOLUTION AND JURISDICTION** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any dispute shall be submitted to the exclusive jurisdiction of the courts located in Minnehaha County, South Dakota.

**12. AMENDMENTS AND MODIFICATIONS** We reserve the right to modify this Agreement at any time, with 30 days' advance notice posted on the Platform.

**13. ENTIRE AGREEMENT** This document constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements, whether written or oral.

**14. CONTACT INFORMATION** For questions or notices under this Agreement, please contact: Epolleo, Inc. 47080 273<sup>rd</sup> Ave, Harrisburg SD 57032-8102 Email: [Info@epolleo.com](mailto:Info@epolleo.com) Phone: (605)880-4193