H2 SUSTAINABLE HOSPITALITY TOOLBOX

Disclaimer

*Effective Date: 25 July 2026*d

1. Purpose and Scope

This Disclaimer explains the nature of the content, guidance, and advisory support provided through the H2 Sustainable Hospitality Toolbox (the "Toolbox"), and the limits on what it is intended to be relied upon for. It applies to all Content, all AEQUOR Advisory responses, and all advisory sessions provided under Sustainability Framework and Sustainability Partnership, and is incorporated by reference into, and forms part of, the Terms and Conditions (Master Agreement).

2. General Nature of Content

The Toolbox is an educational and informational resource that provides general, good-practice guidance developed from Hervé Houdré's professional experience in luxury hospitality leadership and sustainable hospitality development. It is intended to help hospitality professionals understand sustainability considerations, structure their thinking, and identify practical next steps. It is not a substitute for a site-specific technical assessment, a licensed professional's stamped or certified opinion, or independent verification against the laws, codes, and standards that apply to a particular property, jurisdiction, or project.

Sustainability standards, technologies, and best practices in the hospitality sector evolve rapidly. While Content is developed from genuine professional experience, H2 does not warrant that any Content is current, complete, or accurate at the time a Member relies on it.

Every hotel, resort, and property is different. Guidance that is appropriate for one property's climate, building type, ownership structure, market, or regulatory environment may not be appropriate for another. Members are responsible for evaluating whether and how any guidance applies to their specific circumstances.

3. Content Development and Production

Content in the Toolbox is developed under the direction, review, and personal approval of Hervé Houdré, drawing on his 30 years of luxury hospitality leadership and 22 years of hands-on sustainability development. H2 may draw on editorial, research, and language-editing support in producing and refining Content, in the same way many professional and publishing organisations do.

The expertise, judgement, and direction reflected in the Content remain Hervé Houdré's and H2's own. Every document made available through the Toolbox is reviewed and approved by him before publication.

4. Not Professional Advice

Nothing in the Toolbox, including Essentials and Guidelines documents, H2 Prism Briefs, templates, frameworks, roadmaps, and AEQUOR Advisory responses, constitutes:

- Legal advice
- Engineering advice
- Architectural advice
- Accounting or financial advice
- Tax advice
- Environmental compliance advice
- A regulatory opinion, or a determination of compliance with any law, code, permit, or standard
- A certification, audit, or assurance opinion of any kind
- Insurance advice, including as to the adequacy of a Member's coverage
- Cybersecurity or data privacy compliance advice

In particular, the Toolbox does not provide advice on fire safety, structural integrity, or hazardous material handling (such as asbestos or refrigerant management) — high-risk technical areas that a sustainability review may touch upon but that require dedicated, qualified expertise.

Members should seek advice from an appropriately qualified and licensed professional — such as a lawyer, licensed engineer, architect, accountant, or certified sustainability auditor — before making decisions with legal, financial, structural, safety, or regulatory consequences.

5. AEQUOR Advisory

AEQUOR Advisory responses are structured, good-faith professional guidance based on the H2 AEQUOR method and on the information the Member provides at the time of the question. H2 has no visibility into a Member's property beyond what is described in the question, and cannot verify the accuracy or completeness of the information provided. Responses should be treated as a starting point for the Member's own further investigation and professional judgement, not as a final, site-verified answer.

The same applies to advisory sessions provided under Sustainability Framework and to strategic guidance provided under Sustainability Partnership: these draw on Hervé Houdré's and H2's professional experience and are provided to inform the Member's own decision-making, not to replace it.

The usefulness of any guidance depends entirely on the Member providing full, accurate, and non-misleading information. H2 has no duty to investigate or independently verify the facts a Member provides.

6. No Guarantee of Outcomes

H2 does not guarantee any particular outcome from using the Toolbox, including but not limited to:

- Achievement of any certification (including but not limited to LEED, BREEAM, Green Key, or any other local, national, or international sustainability or environmental standard)
- Any specific return on investment (ROI) or payback period
- Any specific cost saving
- Any specific Environmental, Social and Governance (ESG) score or rating
- Compliance with any specific law, code, or regulation

Any reliance a Member places on Content is at that Member's sole risk. Outcomes depend on many factors outside H2's control, including how guidance is implemented, local conditions, third-party contractors and suppliers, and decisions made by the Member's own organisation.

7. Third-Party Standards and Certification Bodies

References in the Toolbox to third-party standards, certification schemes, or regulatory frameworks are provided for general orientation only. H2 is not affiliated with, and does not speak on behalf of, any certification body or standards organisation referenced in the Toolbox, unless expressly stated otherwise. Members should confirm current requirements directly with the relevant body before relying on them.

8. No Third-Party Reliance

The Toolbox and its Content are provided for the benefit of the subscribing Member only. No third party — including a Member's investors, lenders, clients, contractors, or business partners — is entitled to rely on the Toolbox, H2 Prism Briefs, or any other Content, even where a Member chooses to share it with them, and H2 accepts no liability to any such third party.

9. No Professional Relationship Beyond Subscription Scope

Use of Sustainability Access or Sustainability Framework does not create an attorney-client, engineer-client, architect-client, or other licensed-professional relationship between H2 and the Member, and does not create a fiduciary duty owed by H2 to the Member. H2 is not acting as an "advisor" or "consultant" in any regulated capacity (such as a licensed engineer, architect, or investment adviser); the relationship is strictly that of a commercial subscription provider and customer. A more defined advisory relationship, with its own scope agreed in writing, arises only under a signed Sustainability Partnership consulting agreement, and even then is limited to the scope set out in that agreement.

10. Member Responsibility

Members remain solely responsible for: verifying guidance against applicable local laws, codes, permits, and safety requirements; engaging appropriately licensed professionals for matters requiring their expertise; and making their own final decisions in light of their specific property, ownership structure, and market. H2's role is to inform and structure that decision-making, not to make the decision or bear responsibility for it.

By using the Toolbox, each Member confirms that they have, or have engaged, the internal or external expertise needed to evaluate whether and how any Content applies to their specific circumstances before acting on it.

11. Relationship to Limitation of Liability

This Disclaimer should be read together with the Limitation of Liability and Indemnification clauses in the Terms and Conditions, which further limit H2's liability arising from use of the Toolbox to the extent permitted by applicable law.

12. Survival

The disclaimers and limitations set out in this Disclaimer survive the termination, cancellation, or expiry of a Member's subscription, and continue to apply to any Content accessed or advice received while the subscription was active.

13. Changes to this Disclaimer

H2 may update this Disclaimer from time to time, in the same manner and with the same notice as changes to the Terms and Conditions.

14. Contact

Questions about this Disclaimer may be directed to:

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