H2 SUSTAINABLE HOSPITALITY TOOLBOX

Intellectual Property & Acceptable Use Policy

Effective Date: 25 July 2026

1. Purpose and Scope

This Intellectual Property & Acceptable Use Policy ("Policy") explains what is protected in the H2 Sustainable Hospitality Toolbox (the "Toolbox"), what Members may and may not do with it, and how H2 Sustainability Consulting ("H2", "we", "us", or "our") enforces those limits. It is incorporated by reference into, and forms part of, the Terms and Conditions (Master Agreement) governing the Toolbox.

This Policy consolidates what were originally planned as two separate documents — an Intellectual Property & Acceptable Use Policy and a Copyright & Licensing Policy — into a single policy, so that Members have one clear reference for both what is protected and what use is permitted, rather than two documents that could drift out of alignment over time.

2. Ownership of Intellectual Property

All content, materials, methods, and branding made available through the Toolbox are the intellectual property (IP) of H2 or its licensors, and are protected under applicable copyright, trademark, and unfair competition laws. This includes, without limitation:

- The H2 Sustainable Hospitality Toolbox name, brand, and platform
- The H2 AEQUOR method and name
- AEQUOR Advisory
- Value-Driven Sustainability
- Guidelines documents
- Essentials documents
- H2 Prism Briefs
- Templates, checklists, frameworks, and roadmaps
- Graphics, illustrations, diagrams, and videos
- Any future content, tools, or materials H2 makes available through the Toolbox

(together, the "Content"). Nothing in this Policy or in a Member's subscription transfers ownership of any Content, trademark, or other IP to the Member. All rights not expressly granted are reserved by H2.

3. Licence Granted to Members

Subject to this Policy and an active, paid subscription, H2 grants each Member a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Content for that Member's own internal professional purposes. This licence terminates automatically on expiry,

cancellation, or termination of the Member's subscription, at which point continued possession or use of downloaded Content is no longer authorised.

4. Permitted Use

While a subscription is active, Members may:

- Download and store Content for their own internal use
- Print Content for internal, working use (for example, to brief an engineering or operations team)
- Use Content internally within their own hotel, property, or organisation to inform decisions, policies, and training
- Discuss and share the substance of Content with colleagues within their own organisation as part of normal internal work
- Reference and cite the H2 AEQUOR method and Toolbox by name in internal materials, with appropriate attribution to H2

Even for internal use, Members must not remove, obscure, or alter H2's branding, copyright notices, or attribution on any Content, including when adapting Content into internal presentations, briefings, or training materials (this restriction applies regardless of the Section 5 prohibition on wider redistribution).

Where a Corporate Account has been agreed with H2 covering multiple named users within the same organisation, those named users may each access and use Content under this Section, subject to any user limits set out in that arrangement.

5. Prohibited Use

Unless H2 has given prior written consent, Members must not:

- Redistribute, republish, or share Content outside their own organisation, including with other hotels, consultants, or third parties
- Resell, sublicense, or otherwise commercialise Content, whether on a standalone basis or bundled with other services
- Post, upload, or otherwise make Content available on any public website, forum, or social media platform
- Upload Content to any shared drive, intranet, extranet, SharePoint site, or knowledge-management system accessible beyond their own organisation's authorised users
- Use Content to train, fine-tune, prompt, benchmark, or otherwise develop any artificial intelligence (AI) or machine learning model or system (see Section 6)
- Copy or reproduce Content beyond what is reasonably necessary for permitted internal use under Section 4

- Create derivative works based on Content, including adapted or rebranded versions of Guidelines, Essentials, templates, or frameworks, for distribution beyond their own organisation
- Reverse engineer, decompile, or otherwise attempt to extract the underlying structure or source materials of any interactive tool or feature of the Toolbox, including AEQUOR Advisory
- Use Content to build, or materially assist in building, any product, tool, or advisory service that competes with the Toolbox
- Remove, obscure, or alter any copyright, trademark, or attribution notice on any Content

6. Feedback

If a Member provides suggestions, ideas, or feedback about the Toolbox, H2 may use that feedback to improve the Content and platform without any obligation or compensation to the Member. By submitting feedback, the Member grants H2 a royalty-free, perpetual, irrevocable licence to use it for this purpose.

7. Artificial Intelligence and Machine Learning Restrictions

Members must not input, upload, paste, or otherwise submit Content — in whole or in part — into any third-party AI tool, large language model, or machine learning system for the purpose of training, fine-tuning, generating derivative summaries or rewrites intended for redistribution, or building any competing tool, resource, or advisory service. This applies regardless of whether the AI system is public, or a private or enterprise instance operated by the Member's own organisation — H2's Content remains protected even where the Member believes the data will not leave their own environment, because the Content is still being used to train or prompt a model that could come to replicate H2's expertise.

Without limiting the foregoing, Members are expressly prohibited from using Content as a grounding source, knowledge base, or reference for retrieval-augmented generation (RAG) or similar architectures, even where this does not constitute "training" a model in the traditional sense.

This restriction is aimed at protecting H2's proprietary methods and written work from being absorbed into other systems or repackaged as someone else's output. It is not intended to prevent a Member from using their own general professional judgement, informed by what they have learned through the Toolbox, in their day-to-day work — H2 cannot and does not seek to restrict a Member's use of knowledge or understanding gained from the Toolbox, only the reproduction, extraction, or redistribution of the Content itself.

H2 reserves the right to update this Section as AI tools and risks evolve, and will communicate material changes in accordance with the Terms and Conditions.

8. Audit Rights

To ensure compliance with this Policy, H2 reserves the right to request, no more than once per calendar year, a written certification signed by an authorised representative of the Member confirming compliance with the restrictions in this Policy, including the prohibitions on unauthorised redistribution, AI training, and use of Content as a grounding source for RAG.

Where H2 has a reasonable, documented suspicion of material misuse (such as unauthorised redistribution or AI training), H2 may, upon ten (10) days' notice, conduct a limited digital audit of the Member's internal systems used to store or access the Content, provided such audit is conducted during normal business hours, is proportionate to the suspected misuse, and does not unreasonably disrupt the Member's operations.

9. Trademarks and Branding

"H2 Sustainable Hospitality Toolbox", "H2 AEQUOR", "AEQUOR Advisory", "Value-Driven Sustainability", and associated logos are unregistered trademarks of H2 (registration intentionally deferred pending business traction). Members may not use these marks, or any confusingly similar name or mark, to imply endorsement, partnership, or affiliation with H2 without prior written consent, including in marketing materials, press releases, or on their own website.

Until registration is confirmed, these marks should be displayed with the ™ symbol rather than ®, since using ® for an unregistered mark can itself create liability. Once counsel confirms which marks are registered, this Section and the Platform should be updated to use ® for those specific marks.

10. Third-Party and External Resources

Where the Toolbox references or links to external resources, standards, or third-party materials, those materials remain the property of their respective owners and are subject to their own terms of use. This Policy governs only Content created by or licensed to H2 for the Toolbox.

11. Reporting Suspected Misuse

Members and third parties who become aware of suspected unauthorised use of Content — including unauthorised redistribution, resale, or posting online — are encouraged to report it to herve@houdre.com. H2 will review reports in good faith and take appropriate action, which may include the steps described in Section 10.

12. Consequences of Violation

A violation of this Policy is a breach of the Terms and Conditions and may result in suspension or termination of the Member's account without refund, in accordance with the Terms and Conditions, in addition to any other remedy available to H2 at law, including claims for copyright infringement or breach of contract.

H2 may apply Member-identifying markers (such as visible or embedded identifiers) to certain Content for the purpose of tracing the source of any unauthorised distribution. This is a business practice adopted at H2's discretion and does not limit any other right or remedy available under this Policy or applicable law.

13. Relationship to Other Toolbox Policies

This Policy forms part of, and should be read together with, the Terms and Conditions, Subscription Terms, Privacy Policy, and Disclaimer. In the event of a conflict between this Policy and the Terms and Conditions on a given point, the Terms and Conditions govern, as set out in their Order of Precedence clause.

14. Changes to this Policy

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

15. Contact

Questions about this Policy, or reports of suspected misuse, may be directed to:

H2 Sustainability Consulting

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