

## ESG RISK VIEWER - TERMS OF USE (updated 01 August 2024)

Please read these terms of use before accessing ESG Risk Viewer.

### 1. Introduction

1.1 These terms of use (together with the other documents referred to in them, which are collectively referred to here as the **Terms of Use**) tell you the terms on which you may access ESG Risk Viewer and associated services (together the **Service**, as further described in clause 4 below).

1.2 The Service is provided by JEL International Limited (**JEL International, us or we**). JEL International Limited is a limited company registered in England and Wales under company number 14230909.

1.3 These Terms of Use constitute a legal agreement between JEL International and you as an Authorised User (as defined below) of the Service. If you do not agree to abide by these terms of use, you may not access the Service.

### 2. Access to the Service

2.1 In order to access and use the Service, you must be duly designated as an **Authorised User** by the relevant JEL International customer (the **Customer**) who has entered into an Enterprise Agreement or other similar agreement with us. You may be an officer, employee, agent, representative, adviser, consultant or contractor of that Customer. By accessing the Service, you acknowledge that you are duly authorised by the Customer to access the Service and to bind the Customer in that regard.

2.2 The Service is intended for use by Authorised Users in a business or research context only, and not for use by individuals for domestic or private purposes.

2.3 In order to access the Service for the first time, you must first receive your Authorised User account log in details and change the default password.

2.4 You remain an Authorised User unless

2.4.1 the Customer's Agreement with us is terminated;

2.4.2 your account is terminated in accordance with these Terms of Use, in particular clause 11.

2.5 Fake user profiles are not permitted.

2.6 The Service is intended for use worldwide. Wherever you access and use the Service from, you agree that you will only use the Service in a manner consistent with these Terms of Use and any and all applicable local, national and international laws and regulations. To the extent that your use of the Service is not legal in your territory, you may not use it.

2.7 You and the Customer are responsible for making all arrangements necessary for you to have access to the Service.

### 3. Protection of Authorised User account and password

3.1 You must treat any Authorised User account log in, user access code, password or any other piece of information as part of our security procedures, as confidential. You must not disclose it to any Third-Party or authorise others to use your Authorised User account.

3.2 You may not transfer your Authorised User account to any other person or entity. If you know or suspect that anyone other than you has obtained your user identification code or password and/or has accessed your Authorised User account, you must immediately notify us by sending an email to [support@esgriskviewer.com](mailto:support@esgriskviewer.com).

3.3 You are responsible for the acts and omissions of any third parties who use your Authorised User account log in, user access code, password or any other piece of information to access your Authorised User account, whether fraudulent or not, and you agree to reimburse us on demand for any loss we may suffer as a result of such use.

3.4 We have the right to monitor usage of the Service and, as appropriate to disable any Authorised User account, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.

#### **4. The Service**

4.1 The Service consists of access to ESG Risk Viewer and associated services. The specific ESG Risk Viewer functionality and the details of the associated service available to you will depend on the level of corporate package ordered by the Customer and also on your Authorised User profile. Please contact us if you wish to understand more about the details of the Service available to you.

4.2 For the purposes of this clause 4:

4.2.1 **Output** means data, text, graphical presentations, reports, documentation and other information provided to you in any form as a result of using the Service including hard copy printouts and customised or derivative works of those things and including Third-Party Documents and ESG Risk Viewer Output;

4.2.2 **Third-Party Documents** means source documentation and files originating from third parties and which may be directly accessible through the Service, including (but not limited to) sustainability reports, annual reports, legislation, and regulatory guidance; and

4.2.3 **ESG Risk Viewer Output** means all Output except Third-Party Documents.

4.3 On condition of you agreeing to abide by these Terms of Use, we hereby grant you a non-transferable, non-exclusive licence while you remain an Authorised User to access the Service in accordance with these Terms of Use.

4.4 Subject to clause 4.6, you may use the Service, including the ESG Risk Viewer Output solely for the business purposes of the Customer. For these purposes:

4.4.1 you may use ESG Risk Viewer Output in relation to, and for incorporation into, internal studies, business reports, strategy documents and external communications (including marketing documents and regulatory filings) of the Customer. You may attribute any use of ESG Risk Viewer Output in accordance with clause 4.5 below;

4.4.2 you may not use the Service including any Output in relation to, or for the direct benefit of,

any other organisations other than the Customer. In particular:

4.4.2.1 you may not resell or distribute Output as part of services provided by you to third parties; and

4.4.2.2 if you are a professional adviser, agent of or consultant to the Customer, you may not use the Service for any of your other clients; and

4.4.3 you acknowledge that your use of Third-Party Documents outside the scope of the Service, including downloading and/or printing Third-Party Documents for use in your business, may require the consent of the owner of the copyright in question. You are solely responsible for any such use and for ensuring that you have obtained any relevant consents or licences from the relevant third party.

4.5 If you incorporate ESG Risk Viewer Output (including extracts of ESG Risk Viewer Output) into any documentation of the Customer, you may attribute ESG Risk Viewer as the source of that Output by using the wording "Source: ESG Risk Viewer".

#### **5. Privacy Policy**

5.1 Our Privacy Policy, available on our website, sets out the terms on which we as data controller process any personal data we collect from you, the Customer or its other Authorised Users, or that you, the Customer or its other Authorised Users provide to us. This may include, for example, your name, email address and login details. Our Privacy Policy also incorporates our Cookies Policy, which is also available on our website.

5.2 You warrant that all such data provided by you is accurate to the best of your knowledge.

#### **6. Submitted Content**

6.1 From time to time you may submit information to the Service, including when setting up the Customer's profile on the Service (**Submitted Content**). Submitted Content excludes publicly available information.

6.2 This means that we will hold such Submitted Content securely and, unless you agree otherwise, we will only use Submitted Content in

order to improve your experience of, and to enhance, the Service provided to you and the Customer, but not directly to alter other users' experience of the Service. However, we may use Submitted Content in an anonymised, aggregated or otherwise de-identified form for research, analysis and other purposes in accordance with our Privacy and Data Policy.

6.3 We will not control, verify or otherwise check Submitted Content and (subject to clauses 6.2 above) we take no responsibility for it whatsoever, including for its accuracy, completeness or suitability for use in the Service.

6.4 We reserve the right to refuse to process and to remove any Submitted Content if, in our sole opinion, it does not comply with these Terms of Use or any applicable law, or upon the reasonable request of any third party.

6.5 If the Customer ceases to be a customer of JEL International for any reason, we may not continue to use such Submitted Content except as set out in clause 6.2 above.

## **7. Intellectual property rights**

7.1 Whilst you or the Customer submitting Submitted Content (or your relevant licensors) will retain ownership of the copyright and all other intellectual property rights whatsoever (and wherever existing in the world, together **IP Rights**) subsisting in Submitted Content, the Authorised User and the Customer hereby:

7.1.1 grant to us (or, as relevant, agrees to procure the grant to us of) a licence to use such Submitted Content in accordance with these Terms of Use including in order to provide the Service; and

7.1.2 confirms that the Customer and/or the Authorised User is or are duly licensed to submit the Submitted Content to us and that the use of Submitted Content in accordance with these Terms of Use will not breach a third party's rights including without limitation any IP Rights or rights in confidential information and agrees to indemnify us in respect of any loss or damage (including legal fees) incurred by us in the event of a breach of this clause 7.1.2.

7.2 Except for Submitted Content, we are the owner or the licensee of all IP Rights subsisting in

the Service including Output and any software used in the provision of the Service. All such rights are reserved and you have no rights in, or to, the Service including Output other than the rights to use it in accordance with these Terms of Use.

7.3 You are under no obligation to provide feedback, improvements or other suggestions (**Feedback**) that might improve the Service. However, if you do so, you and the Customer acknowledge that JEL International is free to use such Feedback in any way and that JEL International shall own any and all intellectual property rights subsisting in or arising in relation to such Feedback as it may be incorporated into the Service.

## **8. Reliance on Output**

8.1 Whilst we do our best to draw information from reliable sources, you acknowledge that:

8.1.1 Output is dependent on the quality and accuracy of such sources and therefore we make no guarantee that the Output is correct, complete, accurate or up-to-date and we take no liability in that regard;

8.1.2 any use of or reliance by you or the Customer on any Output is entirely at your own risk, we take no responsibility for the consequences of such actions and in particular no guarantee is made by us that such actions will benefit you, the Customer or its business in any way; and

8.1.3 the Service and the Output are for general information purposes only and do not constitute any form of specialist legal, regulatory, tax or other advice. You are responsible for ensuring that your use of any Output is sufficient or appropriate for any particular circumstances including taking separate legal or other specialist advice to confirm information provided as part of the Output.

## **9. Limitation of our liability**

9.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

9.2 We do not guarantee that the Service will always be available or that access to it will be uninterrupted. Access to the Service is permitted on a temporary basis. We may suspend, withdraw or discontinue all or any part of the Service without notice. We will not be liable to you if, for any reason, the Service is unavailable at any time or for any period.

9.3 In relation to the use of the Service:

9.3.1 to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service, whether express or implied; and

9.3.2 subject to these Terms of Use in particular clauses 8 and 9.2, we will not be liable for any loss or damage whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the following:

9.3.2.1 loss of profits, sales, business or revenue;

9.3.2.2 loss of agreements or contracts;

9.3.2.3 business interruption;

9.3.2.4 loss of anticipated savings;

9.3.2.5 loss of business opportunity, goodwill or reputation;

9.3.2.6 loss of use or corruption of software, data or information;

9.3.2.7 cost of procurement of substitute goods, services or technology; or

9.3.2.8 any special, indirect or consequential loss or damage.

9.4 We use reasonable endeavours to remove bugs or viruses but we do not guarantee that ESG Risk Viewer will be secure or free from bugs or viruses. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service.

9.5 Subject to the express provisions elsewhere in these Terms of Use (including but not limited to

clauses 8 and 9.1 to 9.4) our total liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms of Use including the receipt of the Service shall, in any given 12 month period, be limited to the fees paid for the Service in the 12 month period prior to the date on which the claim arose.

## **10. Prohibited use of the Service**

10.1 You may use the Service only for lawful purposes. You may not use the Service:

10.1.1 in any way that breaches any applicable local, national or international law or regulation; or

10.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

10.2 You also agree:

10.2.1 not to (and not to attempt to) modify, copy, disclose, distribute or re-sell any part of the Services or Output (including any software used in the provision of the Service) in contravention of these Terms of Use;

10.2.2 not to impersonate any other Authorised Users; and

10.2.3 not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other Authorised Users; (ii) any part of the Service or its security measures; (iii) any equipment or network on which the Service is stored; or (iv) any software used in the provision of the Service.

## **11. Ceasing to be an Authorised User of ESG Risk Viewer**

11.1 Your Authorised User account will be immediately withdrawn if you or the Customer notify us at any time that you have ceased to be an Authorised User, or if the Customer ceases to be a customer of JEL International for any reason (including at the end of any applicable subscription period).

11.2 We will determine, in our discretion, whether there has been a breach of these Terms of Use through any Authorised User's or the Customers' use of the Service. If such a breach has occurred, we may take such action as we deem

appropriate, including all or any of the following actions:

11.2.1 immediate, temporary or permanent withdrawal of any relevant Authorised User account and/or the Customer's right to use the Service;

11.2.2 immediate, temporary or permanent removal of any Submitted Content;

11.2.3 the issue of a warning to you and/or the Customer; and

11.2.4 legal action against you and/or the Customer.

11.3 If you cease being an Authorised User for any reason you must immediately cease using the Service.

## **12. Changes to these Terms of Use and the Service**

12.1 You will be asked to read and accept these Terms of Use at the time you first access the Service.

12.2 We may revise these Terms of Use at any time and in the event of such a revision, you may be asked to read and accept the revised Terms of Use at the next time you access the Service.

12.3 We may update the Service from time to time, and may change the content and/or functionality provided through the Service at any time.

12.4 No variation to these Terms of Use may be made save by a variation notified by us as described above, or else in writing signed by you and/or the Customer and us.

## **13. Third-party rights**

13.1 Except in relation to the Customer, a person who is not a party to these Terms of Use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use, but this does not affect any right or remedy of a Third-Party which exists, or is available, apart from that Act.

## **14. Applicable law**

14.1 These Terms of Use, their subject matter and their formation, are governed by English law. We

both agree to the exclusive jurisdiction of the courts of England and Wales.

## **15. Contact us and complaints**

15.1 To contact us, including with any comments or complaints regarding the Service, or if you are concerned that any content accessed through the Service breaches intellectual property or other rights, please contact our customer support line or email [support@esgriskviewer.com](mailto:support@esgriskviewer.com).

15.2 If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate the matter. If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office (ICO). Our Data Protection Officer's contact email is [info@esgriskviewer.com](mailto:info@esgriskviewer.com).