

# EQUICEPTION DUE DILIGENCE PLATFORM

## Terms and Conditions of Service

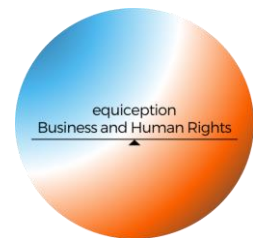
Welcome to the Equiception Due Diligence Platform. We appreciate your commitment to human rights and environmental due diligence. The Platform offers you a range of services to help you identify, prevent or remediate risk in your business activity, but first we need you to accept the following terms and conditions governing your access to any and all content, functionality and services available on the Equiception Due Diligence Platform.

**Conditions of use:** when using the Equiception Due Diligence Platform you agree to take reasonable security precautions not to insert any malicious code into the software used to deliver the Due Diligence Platform and Services. Your use of the Platform must comply with any and all applicable laws, rules, regulations, statutes, codes, ordinances, orders, or guidelines of any governmental entity. All the information you provide when using the Platform and Services must be correct, current and complete. We reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms and Conditions of Service.

**Confidentiality.** All confidential information in any format or medium submitted or made available to Equiception Sarl, unless otherwise publicly available, shall be used by Equiception Sarl solely in connection with the performance of the Services under this Agreement and shall not be made available by Equiception Sarl to any other person unless required by law. If you were onboarded by a customer or business partner your questionnaire submissions will be visible and available to them.

**Intellectual Property:** You agree that when using the Equiception Due Diligence Platform you will not:

- a. reverse engineer, de-compile, disassemble or otherwise attempt to derive the source code of the Equiception Due Diligence Platform
- b. distribute, copy, manufacture, rent lease, adapt, lend, trade-in, translate, modify or create derivative works of the Due Diligence Platform or any part thereof



- c. use any portion of the Due Diligence Platform to create a software product that is the same or substantially similar to the Due Diligence Platform or any part thereof, or otherwise make available to any third party, stand-alone copies of the Equiception Due Diligence Platform or any component part thereof.

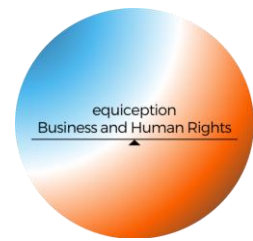
**Use of the Equiception Due Diligence Platform:** You must register a user account to access and use the Services. By using the Services you grant Equiception Sarl a limited, nonexclusive license to use any data and content submitted for the following purposes:

- a. to perform its obligations (i.e. the Services)
- b. to conduct data analytics in the fields of human rights and environmental due diligence
- c. to generate data and reports.

**Personal Data.** Performance of the Services may entail the disclosure to Equiception Sarl of personally identifiable information ("Personal Data"). Equiception Sarl will use Personal Data only for the specific purpose of fulfilling its obligations under this Agreement. Equiception Sarl will not disclose such information to or share any such information with any other party or for any other purpose without the prior written consent of the subject. Equiception Sarl will provide access to personal data only to those Equiception Sarl employees, subcontractors and agents who need to access the personal data to fulfil Equiception Sarl's obligations under this Agreement.

Equiception Sarl will allow all users access to their own Personal Data, which includes the right to ask for Personal Data to be corrected, modified or permanently deleted.

**Disclaimers and limitation of Liability.** Equiception Sarl disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Services. The services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or otherwise. Without limitation, we disclaim any and all warranties regarding the accuracy, security, reliability, timeliness, and performance of all services associated with use of the site and the services. We make no warranty, express or implied, that your use of the services will be uninterrupted, timely, or error-free. We will not be responsible for any harm to your computer, loss of data or other harm that results from your use of the services. To the



extent not prohibited by applicable law, we will not be liable for any damages of any kind arising from the use of or inability to use the services. You expressly agree that your use of the services is solely at your own risk. Under no circumstances shall we be liable for any direct, indirect, special, or consequential damages, including but not limited to loss of profits, income, business opportunities, and any other injury regardless of the nature of the claim or the form of action, arising out of or connected with the services even if we, or our suppliers or licensors have been notified of the possibility of any damages.

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by, construed and enforced in accordance with the laws of Switzerland without regard to its conflict of laws provisions.