

Terms of Use

Last Updated on September 7, 2024

Effective since: September 7, 2024

These Terms of Use ("**Terms**") set forth the legally binding terms and conditions between ESGDS Global FZE, Dubai, UAE ("**ESGDS**," "**we**", "**our**" and "**us**") and you that govern your use of services through ESGSure.com and ESGSure.ai ("**Website**") and our related services, applications, websites, applications, events, newsletters, communications and sales and/or marketing activities (collectively, the "**Services**").

The Terms should be read along with our Privacy Policy and our Information Security Policy.

By accessing our Website and/ or using our Services, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). You may not access or use the Website or accept the Terms if you are not at least 18 years old. If you do not agree with any of the provisions of these Terms or have a requirement to procure any rights otherwise not being granted to a user under these Terms, you may contact us to discuss the requirement by using the information below under "Contact Information". We reserve the right to update the Terms at any time and will immediately notify on the Website that the Terms have been updated. If you do not agree to the updated Terms, you may contact us to discuss the updated Terms by using the information below under "Contact Information". Continued use of our Services following any change to the Terms indicates your acknowledgment of such changes and agreement to be bound by modified terms and conditions.

1. Accounts

- a. Account Creation. In order to use our Services, you must sign-up and create an account ("**Account**") and provide certain information about yourself as prompted during the sign-up process. You represent and warrant that: (a) all required registration information you submit is current, complete, truthful, and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason. We may suspend or terminate your Account in accordance with the Term and Termination Section
- b. Account Responsibilities. You are responsible for maintaining the confidentiality of your Account credentials and are fully responsible for all activities that occur under your Account. We are not liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may not share your Account credentials with anyone else. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and

will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Website/ Services

- a. License. Subject to restriction in 2(b) below and other provisions of these Terms and payment of fees, we grant you a non-transferable, non-sublicensable, non-exclusive, revocable, limited license to use and access the Website and use our Services.
- b. Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise resell the Website or the Services therein, whether in whole or in part, or any content displayed on the Website; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website ; (c) you shall not access the Website or use the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of ESGDS without the express written consent of ESGDS. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website or the Services shall be subject to these Terms. All copyright and other proprietary notices on the Website (or on any content displayed on the Website) or must be retained on all copies thereof.
- c. Modification. ESGDS reserves the right, at any time, to modify, suspend, or discontinue the Website or the Services (in whole or in part) for maintenance, upgrade and other purposes, and in such a case we will provide reasonable notice on the Website and/ or through email to you. You agree that ESGDS will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof.
- d. No Support or Maintenance. You acknowledge and agree that ESGDS will have no obligation to provide you with any support or maintenance in connection with the Website or the Services, other than as stated in these Terms.
- e. Ownership. Excluding any User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets - in the Website, its content, in the Services or connected to the Services are owned by ESGDS. Neither these Terms nor your access to the Website or use of the Services transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Access to the Website/ Services. ESGDS reserves all rights not granted in these Terms. There are no implied licenses granted under these Terms.

3. Content

- a. Input and Output. You may provide input to the Services ("**Input**") and receive output from the Services based on the Input ("**Output**"). Collectively, Input and Output are referred to as "**User Content**". You are responsible for ensuring that your Content does not violate any applicable law or these Terms. You represent and warrant that you possess all necessary rights, licences, and permissions to provide Input to our Services.
- b. Input guidelines. You are advised to provide Input solely for the purposes of research, analysis, or report generation related to the Environmental and Social Governance (ESG) of corporate entities. The use of our Website or the Services for any purposes other than those specified is not endorsed by ESGDS, and we shall not be responsible for the accuracy, relevance, or appropriateness of the Output generated from such use. It is your responsibility to ensure that the Input provided aligns with the intended use of our Services. Any deviation from these guidelines may result in Output that does not meet your requirements or expectations, and ESGDS disclaims all liability in such instances.

By submitting Input to our Services, you acknowledge and agree that:

- i. Information Security. Input shall be governed by our Privacy Policy and our Information Security Policy.
 - ii. Compliance. You are in full compliance with all applicable data protection and privacy laws, regulations, and best practices in the preparation and submission of Input. This includes, but is not limited to, adherence to the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and other relevant legislations.
 - iii. Limitation of Liability. ESGDS disclaims any liability for any breach of confidentiality, privacy, or data protection obligations: (a) that may arise from your failure to adhere to the Terms or (b) where ESGDS is in compliance with its Information Security Policy and its Privacy Policy. You assume all risk associated with the submission of Input.
- c. Accuracy of Output. Artificial intelligence and machine learning are rapidly evolving fields. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may result in Output that does not provide the complete analysis or disclose all facts. Furthermore, the quality and reliability of the Output are directly dependent on the quality and accuracy of the Input you provide. In addition to the Input provided by you, we utilise publicly available information and our curated database of public disclosures. The Output generated through the use of our Services is contingent upon the accuracy of the information contained within these sources. ESGDS assumes no responsibility for the accuracy, completeness, or reliability of the information in these sources. While we strive to generate accurate and useful

Output, ESGDS makes no representations or warranties that the Output will meet your specific expectations or requirements for all questions asked. The responsibility to evaluate and ensure the appropriateness and accuracy of the output for your intended use rests with you.

- d. Non-unique Output. Due to the nature of our Services and artificial intelligence in general, Output may not be unique and other users may receive similar Output from our Services.
- e. Service Improvement. We may use Content to provide, maintain, develop, and improve our Services, comply with applicable laws, enforce our terms and policies, and ensure the safety of our Services.
- f. User Responsibilities. When using our Services, you understand and agree that:
 - i. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
 - ii. You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
 - iii. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- g. User Content restrictions.

You may not generate or transmit any User Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following: (a) Unlawful or promoting unlawful activity; (b) Automated article spinning & bot-like content generation; (c) Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups; (d) Restricted verticals such as substance/drugs use, adult services, etc; (e) Spam, machine – or randomly-generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; (f) Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person; (g) Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights; (h) Impersonating any person or entity including the Company and its employees or

representatives; (i) Violating the privacy of any third person; (j) False information and features.

4. Acceptable Use Policy

- a. Disclaimer. You are solely responsible for your User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined below) and you are liable for any damages arising from a violation of the Acceptable Use Policy. Notwithstanding any other agreement you may have with ESGDS, your User Content is not confidential information and will not be treated as such by ESGDS. You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by ESGDS. ESGDS is not obligated to backup any User Content, and your User Content shall be deleted at the time of deletion of your account. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. The ESGDS' Privacy Policy governs any personal information that you provide us.
- b. Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":
 - i. You agree not to use the Website to (or during the course of the use of Services) collect, upload, transmit, display, or distribute any User Content: (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
 - ii. You agree not to: (i) upload, transmit, or distribute to or through the Website (or during the course of using the Services) any computer viruses, worms, Trojan horses, time bombs, cancelbots, corrupted files, or any software intended to damage or alter a computer system or data; (ii) send through the Website (or during the course of using the Services) unsolicited or unauthorized advertising, promotional materials, junk mail, spam, political campaigning, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Website to (or during the course of using the Services) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue

burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Website (or to other computer systems or networks connected to or used together with the Website), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Website; (vii) use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of User Content; or (viii) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

5. Subscriptions

- a. Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You're responsible for all applicable taxes, and we will charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.
- b. Free Trials. We may offer free trials to a particular Service. We will automatically bill your payment method on the later of the day your free trial ends or the day you start your paid subscription, and on each recurring billing date thereafter, subject to para 6(c). You will not receive a notice that your free trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Pacific Standard Time on the last day of your free trial period. If you cancel your subscription during a free trial, cancellation may be effective immediately.
- c. Automatic Renewal of Subscription Fees. IF YOU SIGN UP FOR A SUBSCRIPTION, THE CORRESPONDING FEES AT THE RATE AS SET FORTH IN YOUR USER ACCOUNT AND/OR ON THE CHECKOUT PAGE WILL AUTOMATICALLY RENEW EVERY MONTH ON A CONTINUOUS BASIS UNLESS AND UNTIL YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION. ANY NOTICE OF CANCELLATION MUST BE SUBMITTED ON YOUR SETTINGS PAGE AND WILL BE EFFECTIVE IN THE MONTH FOLLOWING THE MONTH YOU PROVIDE US NOTICE. YOU UNDERSTAND THAT UNLESS AND UNTIL YOU NOTIFY US OF YOUR CANCELLATION, YOUR SUBSCRIPTION

AND ALL CORRESPONDING FEES WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE US OR OUR AUTHORIZED THIRD-PARTY PAYMENT PROVIDER (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO CHARGE YOU THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

- d. Cancellation. You can cancel (opens in a new window) your paid subscription at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.
- e. Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

6. Indemnification

You agree to indemnify and hold ESGDS (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Website/ Services, (b) your User Content, (c) your violation of these Terms; or (d) your violation of applicable laws or regulations. ESGDS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of ESGDS. ESGDS will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

7. Release

You hereby release and forever discharge ESGDS (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website or the Services (including any interactions with, or act or omission of, other Website users or any Third-Party Links & Ads).

8. Disclaimer

THE WEBSITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, PRODUCTS, SERVICES, MATERIALS, REPORTS, OPINIONS, SUMMARIES AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ESGDS AND OUR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING

ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NEITHER WE NOR OUR SUPPLIERS MAKE ANY WARRANTY THAT THE WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, PRODUCTS, SERVICES, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ESGDS OR OUR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICES, INCLUDING ANY CONTENT, SOFTWARE, PRODUCTS, SERVICES, MATERIALS, AND INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, EVEN IF ESGDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING ANY CONTENT, SOFTWARE, PRODUCTS, SERVICES, MATERIALS, AND INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF SUBSCRIPTION FEE PAID BY YOU IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE LIABILITY ARISES. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

10. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Website or the Services. We may suspend or terminate your rights to use the Website or the Services (including any part thereof) at any time for any reason at our sole discretion, including for any use of the Website or the Services in violation of these Terms. Upon termination of your rights under these Terms, your account and right to access and use the Website will terminate immediately. ESGDS will not have any liability whatsoever to you for any termination of your rights under these Terms, including for deletion of your Account or User Content.

11. Copyright policy

ESGDS respects the intellectual property rights of others and expects users of our Website and of our Services to do the same. It is our policy to terminate in appropriate circumstances users who repeatedly infringe the copyrights or other intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information in writing by using contact details provided under "Contact Information":

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of the copyrighted work(s) that you claim to have been infringed;
3. Identification of the material on our services that you claim is infringing and that you request us to remove.
4. Sufficient information to permit us to locate such material;
5. Your address, telephone number, and e-mail address;
6. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

12. Feedback

If you provide ESGDS with any feedback or suggestions regarding the Website or the Services (“Feedback”), you hereby assign to ESGDS all rights in such Feedback and agree that ESGDS shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate without attribution, accounting, or compensation to you. ESGDS will treat any Feedback you provide to ESGDS as non-confidential and non-proprietary. You agree that you will not submit to ESGDS any information or ideas that you consider to be confidential or proprietary.

13. General

- a. Governing law and dispute resolution. You agree that all matters relating to your access and use of the Website and the Services, including all disputes, will be governed by the laws of Singapore.

Any disputes arising out of or in connection with these Terms of Use shall be resolved under the Rules of Arbitration of the International Chamber of Commerce (“**Rules**”). Single arbitrator appointed in accordance with the Rules, shall conduct the arbitration in Singapore, and the proceedings shall be in English. The arbitral award shall be final and binding on all parties involved.

Notwithstanding the foregoing, in the event of your or other’s unauthorized access to or use of the Website or Services or their content in violation of these Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

- a. Electronic communications. The communications between you and ESGDS use electronic means, whether you use the Website or send us emails, or whether ESGDS posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from ESGDS in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that ESGDS provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
- b. Entire terms. These Terms constitute the entire agreement between you and us regarding the use of the Website, including all content, software, products, services, materials, and information made available on or accessed through the Website. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation.” If any provision of these Terms is, for any reason, held to be invalid, unenforceable, or illegal, the other provisions of

these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without ESGDS's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. ESGDS may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

- c. Trademark information. All trademarks, logos, and service marks ("Marks") displayed on the Website are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

14. Contact information

ESGDS Global FZE at info@esgsure.com