



Terms and Conditions

ESGenius! - The Sustainability OS

1. ESGenius! - The Sustainability OS

The present Terms & Conditions govern the End Client's access and use of the Services offered by ESGenius! - The Sustainability OS! And ResNovae Private Company, based in Tsamadou 26, 10683, Athens, Greece. The purpose of these Terms & Conditions is to inform the End Client of ESGenius! - The Sustainability OS rights and obligations towards every User of the Software and the limits of End Client's rights in connection with the use of the Software.

Please refer to the following email address info@esgenius.eu to contact us.

2. Acceptance and Modification of Terms

2.1 Acceptance of Terms

The use of the Software is subject to the client's acceptance of these Terms & Conditions. The client acknowledges that it is authorised by an Entity to use the Services and that it has read, understood and agrees to be bound by these Terms & Conditions. If this is not or no longer the case, the client must refrain from opening a User Account or immediately stop using the Services and cancel the account. If a natural person accepts these Terms on behalf of a company or legal entity, the client warrants that such person has the authority to do so.

2.2 Modifications of Terms

ESGenius! - The Sustainability OS reserves the right to update these Terms & Conditions from time to time, at its sole discretion, without prior written or other notice in order to improve or update them according to technological developments.

3. Use of Services

3.1 Access Right

Subject to the terms, limits and conditions, the client is granted a limited, revocable, non-exclusive, non-transferable and non-assignable right to access and use the Software for lawful business purposes only. Each User Account is connected to a client and may only be used by its designated User. Each User is responsible for keeping its login information (i.e., username and password) secure and for keeping the information up to date and complete. Each client can manage its User Accounts from an admin account and is responsible for the activities conducted under its User Accounts.

3.2 Responsibilities

The client shall (i) comply at all times with these Terms, any documentation related to the Software and all applicable laws and regulations, (ii) be responsible for the legality and accuracy of any data the client provides in connection with the Software, (iii) promptly notify the Entity if the client discovers any security breach or any unauthorised use of a User Account or login data and take all appropriate measures to prevent unauthorised access or use of the Software, (iv) implement sufficient procedures and checkpoints to satisfy client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Software for any reconstruction of any lost data.

3.3 Restrictions

The client shall not and shall ensure its Users shall not: (a) grant access to the Software to anyone other than its Users, or use the Software for the benefit of anyone other than the the End Client, except as expressly allowed by ESGenius! - The Sustainability OS; (b) modify, translate or adapt the Software; (b) alter, modify, copy, disclose or enhance the Software or make derivative works based on part of the Software, except as expressly allowed in the Terms & Conditions; © decompile, reverse-engineer or disassemble or otherwise attempt to discover the source code, underlying structure or algorithms of the Software or any part thereof, except as permitted by law; (d) interfere in any manner with the operation of the the Software, or attempt to probe, scan or test vulnerability of the Software; (e) sublicense, sell, lease, resell, loan or distribute the Software, or any part thereof; (f) use the Software for unlawful purposes; (g) access the Software for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (h) remove, alter, or hide any proprietary notices (including copyright and

trademark notices) of ESGenius! - The Sustainability OS or its licensors on the Services or any copies thereof.

4. Marketing & Testimonials

4.1 Testimonials

The client agrees to be contacted for testimonials about its experience with the Software, which ESGenius! - The Sustainability OS may post online (Website, social media Softwares, etc.) and use in its marketing materials.

4.2 Use of logo

In addition, ESGenius! - The Sustainability OS is not obliged to request client's authorisation to display its name and logo on its Website and for general marketing purposes.

5. Data

5.1 Raw Data

The Services allows the client to upload, submit, store, send and, as the case may be, access Raw Data from other clients or end clients using the Software.

The End Client retains the ownership of such Raw Data.

When submitting Raw Data on the Software for the purpose of generation of the Output, the End Client warrants and represents that it is either the owner of the Raw Data or holds a valid permission to use and submit such Raw Data from its owner.

5.2 Output

The Output is the data which is computed through the Software based on the Raw Data. End Clients retain sole ownership of any Output that is generated by the Software.

5.3 Aggregated Data

The client understands and accepts that ESGenius! - The Sustainability OS creates Aggregated Data for benchmarking purposes from the Raw Data and Output it receives and from the use, performance and operation on the Software. These data sets do not allow (directly or by inference) the re-identification of any data subject as the source of such data. During and after the Term, ESGenius! - The Sustainability OS may use, reproduce, sell, share, transfer or otherwise exploit the Aggregated Data in any way, without any restriction, in its sole discretion.

5.4 Anonymised Data

ESGenius! - The Sustainability OS may collect and use fully anonymised Raw Data and documents from clients for the purposes of improving the overall user experience on the Software, developing new functionalities and improving the quality of Services in general, it being understood that such use shall be internal only.

5.5 Access and disclosure of Raw Data and Output

The End Client is informed that ESGenius! - The Sustainability OS has the right to use and make available to current and future ESGenius! - The Sustainability OS partners, clients and end clients Statistics and reports, based on aggregated, anonymized data

6. Intellectual Property

All of the contents of the Site including, but not limited to, texts, images, domain name, trademarks, logos, audio and video files, software files, technology, links, colour combinations and graphic designs, as well as the structure, selection and order of its contents, are protected by intellectual and industrial property laws, and cannot be exploited, reproduced, distributed, modified, publicly communicated, assigned or transformed or in any other way disclosed or exploited, without ESGenius! - The Sustainability OS's express consent.

Access to this Site does not confer on the users any right or ownership over the intellectual and/or industrial property rights protecting the contents housed in this Site.

7. Confidential Information

Confidentiality

Each Party (the "Receiving Party") shall keep any Confidential Information of the other Party (the "Discloser") secret and confidential and shall not disclose without the Discloser's prior written consent, intentionally or unintentionally, any part of that Confidential Information to any third party. The Receiving Party shall not (without the Discloser's prior written consent) use the Confidential Information, except for the exclusive purpose of performing its obligations under the Agreement or receiving the benefit of its rights under the Agreement.

Disclosures

Disclosure of Confidential Information to third parties is allowed when legally required or when agreed upon between the Parties in advance.

The End Client acknowledges and accepts that ESGenius! - The Sustainability OS displays on its Portals the corporate name of clients and End Clients that are registered on the Company Portal, for the purpose of avoiding that those clients or End Client receive numerous invitations to join the Software by other clients or partners.

The End Client is aware that if it is invited to join the Software by an Entity, ESGenius! - The Sustainability OS will require the End Client to share, when registering on the Software, the Entity issuing the invitation. Such information shall not be shared other than to the concerned Entity.

8. Warranties and Disclaimers

8.1 ESGenius! - The Sustainability OS Warranties

ESGenius! - The Sustainability OS represents and warrants that it holds all Intellectual Property Rights necessary for the provision of the Services and as such, that it has acquired or has entered into agreements, assignments of rights or licences with any third parties who may hold rights to all or part of the elements comprising the Software for End Client to use the latter. ESGenius! - The Sustainability OS represents and warrants that it maintains industry standard level of administrative, technical and physical safeguards designed to protect the information End Client provides against accidental, unlawful or unauthorised destruction, loss, alteration, access, disclosure or use.

8.2 Warranty Disclaimer

The Website of ESGenius! , the Services and underlying applications, their content, and any services or items obtained through the Website are provided “as is” and “as available”. Except as otherwise expressly set forth herein, and to the maximum extent permitted by applicable law, ESGenius! - The Sustainability OS disclaims all representations, warranties and conditions of any kind, whether express or implied, statutory, or otherwise, including any warranties and conditions of merchantability and fitness for a particular purpose. ESGenius! - The Sustainability OS makes no representation or warranty as to the accuracy, reliability, timeliness or completeness of the reports generated by the Software or of the Output accessible through the Software. Any downloading, reliance on or use of such content by the End Client or any third party will be at their own risk. ESGenius! - The Sustainability OS does not warrant to provide any type of external assurance of the reports that may be required under applicable legislation and Standards.

9. Indemnification and Liability

The End Client shall indemnify and hold ESGenius! - The Sustainability OS harmless against any claim brought against ESGenius! - The Sustainability OS to the extent that such claim is based upon or arises out of (i) unauthorised or illegal use of Software by the End Client, (ii) non-compliance with or breach of these Terms of Use, (iii) unauthorised use of the Software by any other person using the End Client's account.

10. Protection of Personal Data

For the good performance of the Software and associated services, the End Client is aware that ESGenius! - The Sustainability OS will require its Users to share certain limited Personal Data. Such handling of Personal Data will be done in accordance with the EU General Data Protection Regulation 2016/679 (hereafter "GDPR") as well as ESGenius! - The Sustainability OS's privacy policy, which can be viewed by clicking on the following link: <https://esgenius.eu/privacy-policy>.

11. Suspension and Expiration

11.1 Suspension

In the event of a breach of these Terms and Conditions through any User's or the End Client's use of the Software, ESGenius! - The Sustainability OS reserves the right to take the appropriate measures, including but not limited to (immediate) suspension of the End Client or any of its User Account, suspend or terminate the Services and seek judicial remedy.

11.2 Expiration

Upon expiration of the End Client's right to access the Software no matter the reason (e.g., end of the Pilot), all User Accounts will be deactivated, making the Software unavailable and any data on it accessible for 60 days upon request. Upon this period customer's data will be deleted permanently

12. Final Provisions

12.1 Applicable law & jurisdiction

These Terms and Conditions and any disputes arising out of will be governed exclusively by the laws of Greece, without regard to conflicts of laws rules of the United Nations Convention on the International Sale of Goods. The Greek courts will have exclusive jurisdiction to adjudicate any dispute arising out of these Terms and Conditions.

12.2 Validity

If any provision of these Terms and Conditions is held to be unlawful, invalid or otherwise unenforceable for any reason whatsoever, it shall be deemed severed from the Terms and Conditions and shall not affect the validity, legality and enforceability of the remaining provisions. To the maximum extent permitted by applicable law, the unlawful, invalid or unenforceable provision shall be amended to achieve as closely as possible the intention of the original term.

12.3 Assignment

End Client may not assign or transfer in any other manner any of End Client rights or obligations under these Terms and Conditions, either in whole or in part, to a third party.