

esgResilience Service Terms and Conditions

"**Data Client**" refers to a stakeholder of an SME (such as a financier, investor, customer) who may purchase ESG data and/or analytics from the Vendor.

"**Vendor**" is esgResilience Ltd, a company offering services as the service Vendor.

"**SME**" refers to a small and medium-sized enterprise that responds to data collection questions in the esgResilience service, which form the basis of the services offered by the Vendor (also referred to as "**Analyzed Company**").

"**Contact Person**" is the main user of the service nominated by the SME.

1. General

Thank you for using our service. In this document, "Service" refers to the ESG reporting, data, and analytics service provided by esgResilience Ltd. (business ID: 3406526-7, hereafter esgResilience) for businesses and their Data Clients. The Service includes access for SMEs to the app.esgResilience.eu reporting portal and the option to order company-specific reporting and additional services. As part of the service, a company's Data Client can redeem company specific ESG data and/or analytics from esgResilience Ltd. (hereafter the Vendor) as described below.

By using the Service, you agree to the following terms of service, effective from November 1, 2023. We may unilaterally change the terms and conditions from time to time, so please familiarize yourself with our terms of delivery in advance each time you order services.

2. Products and Pricing

An SME can order company specific ESG analysis and/or additional services from the esgResilience online store according to the current service description. Orders can also be arranged and invoiced outside the online store. An SME can also choose a free reporting option if company specific ESG information is only to be reported through the esgResilience service for the use of Data Clients.

After ordering and payment, SMEs are provided with instructions and user credentials for the app.esgResilience.eu reporting portal, where company specific information is entered. The esgResilience service enables SMEs to report their business specific information on the app.esgResilience.eu portal. Using this information, company specific ESG data and comparative analytics are calculated according to the content in effect at the time. After reporting the data, the Analyzed Company is provided with the ESG report according to the order. SMEs choosing the free reporting option receive the information described in the online store's product description.

The price of the ordered service is determined according to the current price list. Prices and service descriptions are presented in the online store alongside each service presentation. We reserve the right to change prices without prior notice. For Finnish buyers, a 24% VAT is added to the product prices, which is displayed in the shopping cart and order confirmation. Reverse VAT is applied to orders from other EU countries.

3. Order and Agreement

Service products are ordered on the website by adding them to the shopping cart, confirming the order, and paying the contents of the cart in the payment service. Ordering requires familiarity with and commitment to the current delivery terms. A confirmed order is binding and creates an agreement between the SME and the Vendor according to these delivery terms. The order can also be placed and paid for outside the online store.

4. Payment and Methods

Online store orders are paid for using Visa or Mastercard credit cards. Stripe Technology Europe Limited serves as the payment intermediary for the online store. Stripe is a secure and easy payment method. All payment information is processed through Stripe. Payment is made directly on the website, and the payer is not redirected to another service. The recipient on credit card statements is esgResilience. The Irish financial regulator has granted Stripe the right to act as a payment intermediary across borders in the EEA. Stripe also has a separate authorization from the Finnish Financial Supervisory Authority to offer payment services in Finland. By making a payment, you accept Stripe's terms, which can be [found here](#).

5. Order and Payment Confirmation

After completing the order and payment, an order confirmation is sent via email, the address for which is requested on the order form. The order confirmation confirms the ordered Services, prices, and estimated delivery time. After the order, the SME receives credentials for the esgResilience reporting portal for reporting their company information. If the Vendor is unable to confirm the order for some unexpected reason, we will notify the SME's email as soon as possible.

6. Delivery Method and Time

The SME commits to reporting their business information as soon as possible after receiving the user and login credentials and instructions, according to their schedule. Ordered and paid company specific ESG reports are delivered to the Analyzed Company via email as soon as possible after the company specific information is entered to reporting portal. Regarding additional service orders, the Vendor will contact the SME about the implementation of the additional services. Delivery times are estimates, and delays are possible. The Vendor is not responsible for delays and damages resulting from circumstances beyond its control.

7. Right of Cancellation

Due to the nature of the service, the purchase cannot be canceled after it is made.

8. Accuracy of Information and Problem Situations

The SME is responsible for the accuracy of the company specific information entered in the esgResilience reporting portal and that the reporting person has the necessary authority and expertise to enter the information. The Vendor reasonably ensures the accuracy of the ESG report and data prepared based on the reported information and that the calculations, reports, and data meet the requirements of applicable laws, standards, and good practices in effect at the time. The Vendor does not provide any express or implied warranties regarding the accuracy, completeness, or suitability for a specific purpose of the data, which is based on data reported by SMEs or for any

other reason. If errors/deficiencies are found in the company specific report, it should be reported as soon as possible directly to the Vendor's contact person or by email at info@esgresilience.eu. The Vendor is not liable for indirect damages. Data Client and third-party damages are always considered indirect damages.

9. Processing of Personal Data

Personal data of the Analyzed Company's Contact Person or other user may be processed in connection with the service. Personal data is processed in accordance with applicable data protection legislation. A detailed privacy statement is available on the [esgResilience website](#).

10. Use and Ownership of Data

Company specific responses reported in the esgResilience reporting portal are confidential and owned by the Analyzed Company. The Vendor owns all rights to the questions in the esgResilience reporting portal and to the produced ESG report, data, and other content. The Vendor may freely use anonymized ESG data. The Vendor may sell ESG data and reports for use by Data Clients if the Analyzed Company does not prohibit the disclosure of the data within seven (7) days of the Contact Person receiving a request via email.

The Analyzed Company may prohibit the disclosure of data/information to Data Clients by following the instructions in the email request or directly in the reporting portal at the time of reporting the data.

By using the Service, the subscriber grants permission to list the represented company's name and business ID, reporting year and time, and a description of the ESG data coverage in the Vendor's Analyzed Company directory. This enables current and future Data Clients to be informed about the possibility of purchasing the Analyzed Company's ESG report and/or data. The Vendor has the right to market the customer directory to Data Clients.

11. Application of Terms of Use

The Service must not be used for illegal purposes. The SME commits to complying with applicable legislation. The terms of use are interpreted and applied according to Finnish laws. Any disputes are primarily resolved through negotiations between the SME and the Vendor. If negotiation does not lead to a resolution, the matter will be handled in the Helsinki District Court.

The Vendor has the right to change the terms of use. Changes come into effect on the announced date, and the SME accepts the new terms by continuing to use the Service. However, the Vendor cannot unilaterally change the terms and practices related to section 10. retroactively after the reporting of the data.

12. Customer Service

For questions related to orders, please contact us by email at info@esgresilience.eu. We aim to respond to inquiries as soon as possible.