

esgResilience Service Terms and Conditions

"**Supplier**" refers to esgResilience Oy (Business ID: 3406526-7) as the service provider (also referred to as esgResilience).

"**SME**" refers to a small and medium-sized enterprise that enters into a license agreement with the Supplier to have its ESG data generated and reported.

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

"**Stakeholder Company**" is an entity related to the SME, such as a customer, supplier, financier, or investor, which may purchase ESG data and/or analytics from the Supplier.

1. General

Thank you for using our service. In this document, "Service" refers to the ESG reporting, data, and analytics service provided by the Supplier to SMEs and their Stakeholder Companies. The Service includes SME access to the reporting portal and the possibility to order company-specific reporting and analytics add-on services. As part of the service, the SME lists its Stakeholder Companies and determines whether each Stakeholder Company may redeem the SME's ESG data and/or analytics from the Supplier.

By using the Service, you agree to the following service terms. The service terms are effective from February 10, 2025. We may unilaterally change the terms of service from time to time, so you should review our terms each time you place an order.

2. Products and Pricing

The SME subscribes to an annual license as per the prevailing service description. Order and billing details are agreed upon with the Supplier according to the current practice.

After placing and paying for an order as per the license terms, the SME will receive instructions and user credentials for the reporting portal, where company-specific data is entered. The reported data will be used to calculate company-specific ESG data and comparative analytics based on the current content. After reporting the data, the SME will receive the ordered reports and analytics, and/or have its ESG data reported to Stakeholder Company.

The service price is determined by the current price list. We reserve the right to change prices without prior notice. For Finnish buyers, a 25.5% VAT will be added to the product prices, visible in the order confirmation. Reverse VAT applies to orders from other EU countries.

3. Order confirmation, Contract, and Billing

The SME will receive an offer/order confirmation and the current terms of use. Placing an order signifies acknowledgment and acceptance of the current terms of use and delivery. A confirmed order is binding and forms an agreement between the SME and the Supplier under these terms.

After confirming the order, the SME will receive credentials for the reporting portal to report company information. If the Supplier cannot confirm the order due to unforeseen circumstances, the SME will be notified via email as soon as possible.

Orders will be invoiced via e-invoice unless another payment method is agreed upon, with a payment term of 14 days.

4. Delivery Method and Time

The SME commits to reporting its business-related information as soon as possible after receiving the user credentials and instructions, according to its schedule. Company-specific ESG reports will be delivered by email to the Contact Person promptly after SME submits company-specific data in the reporting portal. Regarding additional service orders, the Supplier will contact the SME about the implementation of the services. Delivery times are estimates, and delays are possible. The Supplier is not responsible for delays or damages caused by obstacles beyond its control.

5. Right of Cancellation

Due to the nature of the service, purchases cannot be canceled after completion.

6. Data Accuracy and Problem Situations

The SME is responsible for the accuracy of the company-specific information entered into the esgResilience reporting portal and ensuring that the reporting person has the necessary authority and expertise to enter the data. The Supplier is responsible, within reasonable means, for the accuracy of the ESG report and data prepared based on the reported information and for ensuring that the prepared calculations, reports, and data comply with applicable laws, standards, and good practices. The Supplier does not provide any express or implied warranties regarding the accuracy, completeness, or suitability for a specific purpose of the data resulting from SME reported data or otherwise. If errors/deficiencies are detected in the company-specific report, the Supplier should be notified as soon as possible by email at info@esgresilience.eu. The Supplier is not liable for indirect or consequential damages. Damages to Stakeholder Companies and other third parties are always classified as indirect damages.

7. Processing of Personal Data

Personal data of the SME's Contact Person or other users 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](#)

8. Data Usage and Ownership Rights

The SME is free to use the reports and analytics produced by the Supplier. The Supplier owns all rights to the esgResilience reporting portal's questions as well as to the produced ESG report, data, and other content. The Supplier may freely use anonymized ESG data. The Supplier has the right to transfer ESG data to Stakeholder Companies with the explicit consent of the SME, which may not be unreasonably withheld. New Stakeholder Company data requests are sent to the SME's Contact Person for approval.

The Supplier has the right to publish the SME's name and reporting year. The Supplier has the right to market this information to Stakeholder Companies.

9. Application of Terms of Use

The Service must not be used for illegal purposes. The SME agrees to comply with applicable laws. The terms of use are interpreted and governed by Finnish law. Any disputes will primarily be resolved through negotiation between the SME and the Supplier. If negotiations do not lead to a resolution, the matter will be handled in the Helsinki District Court.

The Supplier has the right to change the terms of use. Changes will take effect on the announced date, and the SME accepts the new terms by continuing to use the service. However, the Supplier cannot unilaterally retroactively change the terms and practices related to Section 8 after data reporting.

10. Customer Service

Questions and inquiries related to orders and other service use can be sent by email to info@esgresilience.eu. We strive to respond to inquiries as soon as possible.