

Terms & Conditions

This website and application is owned by ESG AI Pty Ltd (ACN 681 978 361). By accessing this website and/or using any of our Services accessible through the website, you agree to be bound by our terms and conditions of use. If you do not agree to be bound by our terms and conditions, please do not use the website or our services.

Changes to these Terms

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these terms and conditions. Your continued use of the website following the posting of changes will mean that you accept and agree to the changes. Please check our website regularly for updates.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks (whether registered or not), logos, sounds, artwork of any kind, and computer code (collectively, "Content"), including but not limited to the design, structure, coordination, selection, appearance, and arrangement of the Content, contained on the Website is owned by ESG AI and is protected by copyright, trademark, and other property laws and unfair competition laws. You must not misuse any of the Content and ESG AI will do all that is lawful to enforce and protect this Content.

1. Defined terms

All references to "ESG AI". "ESG AI", "we", "us" or "our" means ESG AI Pty Ltd ACN 681 978 361. "Services" means the services provided ESG AI as set out in clause 5.

2. Use of Website, Application and Service

As a user of the Website or a user registered to use any of the Services (a "Registered User"), you agree to the following:

- (a) **Exclusive Use.** Your account will only be used by you and only for your business needs. You must not authorise any other person to use your account, and you must not assign or otherwise transfer your account to any other person or entity. Furthermore, you must not share your username or password with any other person and agree to keep those details in a safe and secure location. You acknowledge that ESG AI is not responsible for third-party access to your account that results from theft or misappropriation of your username and passwords.
- (b) **Information Submitted.** You are solely responsible for, and assume all liability for:
 - (i) any, and all, information and content you enter or submit through the Website or during the use of the Services;
 - (ii) the information and content you make available in any manner through the service; and
 - (iii) your interaction with any, and all, third parties.
- (c) **Risk Assumption and Precautions.** You assume all risks when using the Services, including, but not limited to, all of the risks associated with any interactions with third parties, such as service providers with whom you are matched, referred or provided.
- (d) **No Guarantees.** You agree and acknowledge that we may not be able to provide you with a suitable match and we make no guarantee with respect to the number of matches or that our panel of service providers will be able to meet your business needs.

- (e) **No False Information.** You agree and acknowledge that all information and content that you submit or provide to us through the website and application is accurate, true, current and complete information.
- (f) **Legal Purpose.** You agree to not use the website, application, or Services for any illegal purpose. You will only use the Website, Application or Service in accordance with federal, state and local laws.
- (g) **Business Purpose.** You agree to only use the website, application, or Services for a bona fide business purpose and not for personal purposes. In addition, your agreement not to use the website, application, or Services to obtain information about or make decisions about anyone but yourself and/or your business. When registering on behalf of a business you hereby declare that you have the authority to bind that business to these terms and conditions.

3. Proprietary Rights

- (a) **Ownership of Proprietary Information.** You acknowledge and agree that ESG AI is the owner of all rights in and to the website, application and Services. Federal, state, and local laws and regulations protect these proprietary rights. You are permitted to use the website, application, and Services only as expressly authorised by these terms and conditions. You must not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile any of the Website or Services or technology.
- (b) **No Use of Confidential Information.** You must not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use, or reproduce in any way:
 - (i) confidential information or
 - (ii) any other copyrighted material, trademarks, or other proprietary information accessible via the website, application or Services, without first obtaining the prior written consent of the owner of such proprietary rights.
- (c) **License to Provided Content.** By providing information or content within your Registered User account or any public area of the website, application or Service, you agree to grant to us, and you represent and warrant that you have the right to grant to us, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorise sub-licenses of the foregoing.
- (d) **Enhancements.** From time to time, we may create, test or implement new features or services on the website and application in which you may voluntarily choose to participate, in accordance with the additional terms and conditions of such features or programs. By your voluntary participation in such features or programs, you grant us the rights stated in this subsection in connection with the additional terms and conditions (if any) of such features or services.

4. User Information

- (a) **Privacy Policy.** For information about the collection and possible use of information and material provided by you, please refer to our Privacy Policy, a copy of which can be found on our website and application. By using the website, application or the Services, you consent to the use of data and information in accordance with our Privacy Policy.
- (b) **Disclosure by Law.** You acknowledge and agree that we may disclose information you provide if required to do so by law, at the request of a third-party, or if we, in our sole discretion, believe that disclosure is reasonable to do so:

- (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); or
 - (ii) protect or defend our, or a third-party's, rights or property. This includes all data obtained from third party information systems (e.g. cloud accounting platforms) as authorised by you during your use.
- (c) **Information Security.** We work hard to protect ESG AI and our users from unauthorised access to or unauthorised alteration, disclosure or destruction of information we hold. In particular:
- we encrypt many of our services using SSL.
 - we review our information collection, storage and processing practices, including physical security measures, to guard against unauthorised access to systems.
 - we restrict access to personal information at ESG AI to employees, contractors and agents who need to know that information and we ensure that persons with access to personal information are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
- (d) **Use of Anonymous Information for Research.** By using the website, application and/or Services, you agree to allow us to anonymously use your information and your experiences through the Services to continue our research into successful business practices and to improve the Services.

5. Services

We help business owners and staff to populate and create reports. These proprietary reports are created by ESG AI's experience consulting to businesses and people on environmental, economic, social and governance programs. Our proprietary technology ("the Services") helps facilitate the gathering of business information.

As part of the Services, we may request that you provide various items of information to be used in order to provide 3rd party partners for your business needs. By using our Services, you permit the transfer (electronically) of these items of information onto the specific providers that the system links you too.

6. Links to Third-Party websites / Dealings with Advertisers and Sponsors

The website, application and Services may contain links to websites of third-parties, including without limitation, advertisers, which are not under the control of ESG AI. We are not responsible for the content of any linked website or any link contained in a linked website, or any changes or updates to such websites. We provide these links to you as a convenience, and the inclusion of any link does not imply that we endorse or accept any responsibility for the content on those third-party websites.

Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or through the website, applications or Services are solely between you and such advertiser or third-party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of the presence of such advertisers on the website, application or Services.

7. Disclaimer

- (a) **No Warranties.** To the extent permitted by law, we do not give any warranties with respect to the provision of Services. We provide the services on an 'as is' and 'as

available' basis and provide no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Services, application or the website, including any implied warranties or merchantability, fitness for a particular purpose or non-infringement. We do not warrant that your use of the services will be secure, uninterrupted, always available, error-free or will meet your requirements, or that any defects in the service will be corrected. We disclaim all liability for, and no warranty is made with respect to, the connectivity and availability of the services.

- (b) **Third-Party Content.** Opinions, advice, statements, offers, or other information or content made available through the website, application or Services, but not directly by ESG AI, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not:
 - (i) guarantee the accuracy, completeness or usefulness of any information provided on the services, or
 - (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any party other than ESG AI. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the website, application or transmitted to or by any users.
- (c) **Beta Features.** From time to time, we may offer new "beta" features or tools with which its users may experiment on the website, application or Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind and may be modified or discontinued at our sole discretion. The provisions of this disclaimer section apply to such features or tools.

8. Limitation of Liability

- (a) **Incidental Damages and Aggregate Liability.** ESG AI shall not be liable for any incidental, special, consequential or indirect damages arising out of or relating to the use or inability to use the services, including, without limitation, damages for loss or corruption of data or programs, service interruptions and procurement of substitute services, even if we know or has been advised of the possibility of such damages.
- (b) **No Liability.** To the maximum extent permitted by law, ESG AI shall not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the services.
- (c) **Information Verification.** We may use various methods of verifying information that users have provided. However, none of those ways are perfect, and you acknowledge and agree that we and our agents and contractors will have no liability to you arising from any incorrectly verified information.

9. Indemnification

You agree to indemnify, defend and hold harmless ESG AI, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable legal fees) relating to or arising out of:

- (i) your use of or inability to use the website, application or Services,
- (ii) any user postings made by you,
- (iii) your violation of any of these terms and conditions or your violation of any rights of a third-party, or
- (iv) your violation of any applicable laws, rules or regulations.

We reserve the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences.

10. Communication and Privacy

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls, please refer to our Privacy Policy.

11. Term and Termination

This agreement will become effective upon your acceptance of the terms and conditions by your use of the website, application or Services and will remain in effect in perpetuity unless terminated.

Either you, upon written request, or us may terminate your use or access at any time, for any reason or no reason, without explanation. We reserve the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your information or data from our Services and any other records at any time at our sole discretion.

In the event your access to any of the Services is suspended, you agree that all fees then paid to us by you will be non-refundable and all outstanding or pending payments will immediately be due.

12. General Provisions

- (a) **Controlling Law and Jurisdiction.** You agree that these terms and conditions, the website, application and the Services are governed by the laws of New South Wales and that any dispute arising out of or relating to these terms and conditions, the website, application or the Services will be subject to the exclusive jurisdiction and venue of the courts within that state.

You acknowledge and agree that any violation of these terms and conditions may cause us irreparable harm, and therefore you agree that we will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that we may have for a breach of these terms and conditions.

- (b) **Miscellaneous.** These terms and conditions, which you accept upon registration for the Services or application, the Privacy Policy located on the website and application, and any applicable payment, renewal, additional services terms, comprise the entire agreement between you and us regarding the use of this Service, superseding any prior agreements between you and us related to your use of this website or Services (including, but not limited to, any prior versions of this Terms).
- (c) **FAQs.** The FAQ's found on the Services or application are for informational purposes only and are not deemed to be part of these terms and conditions.
- (d) **Survival.** Unless otherwise explicitly stated, these terms and conditions will survive termination of your registration as a Registered User.
- (e) **Non-waiver.** The failure of ESG AI to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
- (f) **Severability.** If any provision of these terms and conditions are held to be invalid, the remainder of the terms and conditions will continue in full force and effect.

Last Updated: 12 December 2024.