

TERMS OF USE FOR CUSTOMERS

1. Definitions

"You" means the Customer, end user company that is using the Data or Derived Data for its own business purposes and includes such company's Affiliates and Users.

With respect to the end user company (Customer):

"Affiliate" means, any entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such end user company where "control" means at least a 50% ownership interest in such entity or the power to direct the management of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"Consultant" means a third party to this Agreement that (i) has entered into an agreement with the Customer or an Affiliate of the Customer; and (ii) is in the business of providing professional consultancy services.

"Cecil" means the Supplier, Cecil Earth

"WWF" means WWF Germany

"Confidential Information" means all non-public information disclosed or made available by WWF, whether orally, in writing, electronically or otherwise, including the Data, documentation, and any analyses or derivative works based on the Data.

"User" means only those employees, Consultants, contractors, and agents authorized by the end user company or its Affiliates to access and use the Data or the Derived Data.

"AI System" means any artificial system that performs tasks under varying and unpredictable circumstances without significant human oversight, or that can learn from experience and improve performance when exposed to data sets

"Data" means any and all data displayed in and/or originating from the WWF Risk Filter Suite, including all Datasets.

"Derived Data" is derived from or based upon the Data and in which the Data is substantially translated, altered, arranged, transformed, or otherwise modified.

2. Permitted Use

You may use the Data solely for your own internal business purposes during the Term of this Agreement between You and the Supplier and you may:

- a) Access, view, download and store the Data on your systems and/or premises;
- b) Copy the Data on your systems and/or premises provided that (1) it is necessary for use in accordance with the contract; (2) it is for authorized users; (3) appropriate technical and organizational safeguards are implemented; (4) there is no disclosure to third parties other than expressly authorized consultants; and (5) access restrictions are not circumvented.
- c) Use, modify, adapt, combine, merge and aggregate the Data with other data or information to create Derived Data; Any modifications, adaptations, combinations, mergers or aggregations of the Data shall not confer upon the Customer any ownership or other rights in or to the Data or the Derived Data, and the Customer shall not use any such Derivative Product in a manner that permits the extraction, reconstruction or identification of the Data.
- d) include limited extracts of the Data or Derived Data externally in reports, presentations, analytics, and similar documentations, including creation and distribution of such reports to End User/Licensee's contractors, customers of the end user company, and the public, provided any Content included in such Derivative Product(s) must: (1) be static, in a non-machine-readable and non-extractable format ; (2) be annotated or otherwise modified by End User/Licensee; (3) include attribution that clearly and conspicuously identifies "WWF Risk Filter Suite" as the source of the Content; and
- e) allow Consultants to use the Data on your behalf provided that:
 - (i) The Consultant works under your instructions and is under an obligation of confidentiality to protect your information and the Data;
 - (ii) The Consultant uses the Data and Derived Data solely for the purpose of use and customization of the Data on your behalf and in accordance with the rights granted to you herein;
 - (iii) You ensure the Consultant complies with all the terms of use in this Agreement (and therefore references to You, the Customer and your Affiliates in this Agreement shall be deemed to include any Consultants);
 - (iv) You shall be liable for all acts and omissions of its Consultant;
 - (v) You shall limit access to the Data to what is necessary for the Consultant's work;
 - (vi) the Consultant may not use the data for their own purposes and shall have no right to sublicense. The Consultant may not otherwise transfer the Data to a third party without the Customer 's prior written consent;

- (vii) The Consultant shall destroy all materials based on or including Data upon completion or early termination of the project.

You may not

- a) Use the Data or Derived Data to build a competitive product.
- b) Alter or create derivative works of the Data, except to the extent expressly permitted under this Agreement.
- c) rent, lease, sell, lend, assign, transfer, sub-license, distribute, redistribute or publish the Data or the Derived Data, except as expressly permitted herein.
- d) Reverse engineer, disassemble, decompile, decode, or attempt to derive access to the source of the Data.
- e) share or make the Data available to any third party, except to Consultants as expressly permitted under this Agreement or required by any applicable law;
- f) use the Data in any way that is illegal (including to facilitate an illegal activity) or in a way that causes damage or injury to a person or property;
- g) remove, conceal or alter any copyright notices, markings, trademarks or identifiers associated with the Data;
- h) where applicable, copy, decompile, reverse engineer or create derivative works from any software in the WWF Risk Filter Suite used to deliver, access, formulate, calculate or display the Data;
- i) provide unlimited access to the Data or more than what is strictly necessary of the Dataset/s for a given project to Consultants;
- j) continue to use the Data after expiry or termination of this Agreement between the Customer and the Supplier, except for Data or Derived Data which has been included in communication materials which have been explicitly allowed for under this agreement during the Term. All copies of the Data shall be deleted except where required solely for legal, audit or regulatory purposes.
- k) provide a white-labeled or rebranded application, or other substantially similar technical solution that utilizes a Product to a third party;

3. Use with AI Systems

You may use the Data as input features, variables, or factors in your own artificial intelligence, machine learning models, or automated decision systems, provided that:

- a) The Data is used only as one of multiple inputs to your models;
- b) Your models do not attempt to recreate, replicate, or approximate the WWF Risk Filter Suite's underlying methodology, algorithms, or risk assessment processes;
- c) Your models do not generate outputs that could substitute for or compete with WWF Risk Filter Suite's Data or services;

- d) The Data retains its role as input data and is not used to train models whose primary purpose is to predict, estimate, or output values similar to the Data itself.

You may not:

- a) Use the Data to train models designed to replicate, reverse engineer, or produce comparable risk scores, indices, or assessments;
- b) Use the Data to develop competing risk assessment products or methodologies;
- c) Train generative AI models on the Data or use the Data to fine-tune foundation models where the Data could be reproduced or extracted from model outputs;
- d) Share the Data with third-party AI System service providers except as necessary for the Permitted uses described above, and only under written confidentiality obligations. The AI provider should be required to:
 - a. process data only for the specific purpose;
 - b. not use data to train its own models;
 - c. not use data for other customers;
 - d. not disclose data to further third parties;
 - e. delete data after processing is complete;
 - f. not use data for model improvement;
 - g. refrain from storage where not necessary.

Customer shall maintain records of AI Systems that incorporate the Data and make such records available to WWF upon reasonable request during audits.

For the avoidance of doubt, any use of the Data in AI Systems under this clause is deemed to be internal business use only and must not result in the creation, licensing, sale or external disclosure of Derived Data, products or outputs.

4. Licence Term and Duration of Use

- a) Your right to access and use the Data is granted solely for the duration of the applicable licence term purchased by You
- b) The licence granted under this Agreement is limited, revocable, non-exclusive and non-perpetual, and automatically expires upon the expiry or termination of the applicable licence term, regardless of the payment model.
- c) Upon expiry or termination of the applicable licence term, You must immediately cease all access to and use of the Data and permanently delete or destroy all copies of the Data in Your possession or control, except for copies of the Data that have been incorporated into reports lawfully created during the licence term and retained solely for legal, audit or regulatory purposes.
- d) Any continued access to or use of the Data following expiry or termination of the applicable licence term constitutes unauthorised use and a material breach of this

Agreement, and may result in legal action, including claims for injunctive relief and damages.

5. Confidentiality

- a) You acknowledge that the Data constitutes Confidential Information of WWF. You shall maintain the confidentiality of the Data and shall not disclose, disseminate, or otherwise make it available to any third party except as expressly permitted under this Agreement.
- b) You shall use at least the same degree of care to protect the Data as You use to protect Your own confidential information, and in no event less than reasonable care.
- c) The confidentiality obligations in this Clause shall survive termination or expiry of this Agreement for a period of five (5) years, and indefinitely for the Data and any Confidential Information that derives its value from not being publicly disclosed.

6. Intellectual Property Rights

- a) All intellectual property rights, title, and interest in and to the Data, including any modifications, adaptations, or derivative works created by You, remain vested in the WWF or its licensors. For the avoidance of doubt, nothing in this Agreement transfers to Customer any intellectual property rights in WWF 's pre-existing materials, data, software, models or methodologies.
- b) Except for the limited licence expressly granted under this Agreement, no further rights, whether express, implied, or arising by estoppel, are granted to You.
- c) You shall not claim ownership of, register, or attempt to register any intellectual property based on or derived from the Data.
- d) Any models, methodologies, analyses, or outputs developed by You that incorporate the Data shall not affect or diminish WWF's intellectual property rights in the underlying Data.

7. Citation

You shall ensure that the following citation is always clearly reproduced in any report, material, publication or other record or in any online format which uses excerpts the Data or the Derived Data in whole or in part:

“Source - WWF Risk Filter Suite: riskfilter.org [DATE]”

You are not allowed to:

- use the logo of WWF as well as the WWF Risk Filter Suite and its tools without the permission of WWF,

- claim that they partnered with WWF or that WWF approved their publication/risk assessment results or has been advised in any other way by WWF.

8. No warranty

- a) The Data is provided “as is” and “as available”, without warranties of any kind.
- b) To the maximum extent permitted by law, all warranties or representations (whether express, implied, statutory, or otherwise), including warranties of accuracy, completeness, fitness for a particular purpose, merchantability, non-infringement, and timeliness, are excluded.
- c) You acknowledge that the Data is intended for informational purposes only and should not be relied upon as the sole basis for any business, regulatory, financial, or environmental decisions.

9. Use of Data and Decision-Making

- a) You are solely responsible for evaluating the Data and determining its suitability for Your purposes.
- b) WWF shall not be liable for any decisions, actions, reports, or communications made or produced by You, Your Affiliates, Users, or Consultants based on or derived from the Data.
- c) To the fullest extent permitted by law, WWF shall not be liable for any indirect, consequential, special, punitive, or incidental losses (including loss of profits, revenue, opportunity, reputation, or data) arising from Your use of or reliance on the Data, whether advised of the possibility of such losses or not.

10. Indemnity

Customer shall indemnify and hold harmless the WWF and the Supplier from and against third-party claims, damages, liabilities, costs and reasonable expenses, to the extent arising from Customer's material breach of this Agreement, Customer's unauthorised use or distribution of the Data, or Customer's unlawful use of the Data. Customer is liable for any misconduct of Consultants or third parties under article 2e.

11. Audit Rights

WWF may, on reasonable notice, request information or documentation necessary to verify Customer's compliance with this Agreement. Customer agrees to cooperate and promptly remedy any identified non-compliance or mis-use of the Data or Derived Data. WWF reserves all rights and remedies available at law or in equity in connection with any breach of this Agreement.

12. Sanctions and export controls

The licensor does not represent that the Data, in whole or in part, is appropriate or available for use in any particular location or for any or all purposes. You shall not provide the Data where to do so would violate any national or international laws, regulations or treaties. Those who choose to access the Data do so on their own initiative and are responsible for compliance with all applicable laws and regulations.

You shall not:

- a) where applicable, export, re-export, or transfer the Data or Derived Data (i) in violation of any applicable export control laws or regulations, sanctions, embargoes, restrictive state lists or measures; or (ii) to any embargoed country; or
- b) permit access to or use of the Data or Derived Data by an organization or individual identified on any government denied-party list or owned 50% or more by an organization or individual on a denied-party list.

13. Termination

This Agreement terminates automatically upon the expiry or termination of the applicable subscription agreement between You and the Supplier.

14. Governing Law

This Agreement shall be governed and construed by the laws of Germany under the exclusion of the UN Convention on the International Sale of Goods (CISG).

To the extent legally permissible, the competent courts in Berlin shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, including its validity, interpretation, performance, breach or termination and the use of the Data, the Products and the Website.