TERMS OF USE

These Terms of Use apply to the Platform, which is the property of World Business Council for Sustainable Development ("WBCSD" or "We" or "Our", as the context may require).

Please read these Terms of Use carefully as Your use of the Platform is subject to them. WBCSD reserves the right, at its sole discretion, to change, modify or add to the Platform and these Terms of Use by providing notice to You (which may be by way of update on Our Platform or any of WBCSD's websites). By continuing to use the Platform You agree to be bound by these Terms of Use, as they may be amended from time to time. If You do not accept these Terms of Use, please do not use the Platform.

When used in this Terms of Use, the following terms will have the meanings given to them below:

"Affiliate" means, in relation to You or Us each and any subsidiary or holding company of Your or Us and each and any subsidiary of a holding company of that party;

"Event Outside Our Control" means any act or event beyond Our reasonable control, including without limitation failure of public or private telecommunications networks;

"Intellectual Property Rights" means copyrights including copyright in derived and derivative works, patents, trademarks, service marks, design rights (whether registered or unregistered), know-how, derived data, data formats, database rights, applications for any of the above, rights to extract data, trade secrets, rights of confidence, rights to use, WBCSD Marks and all other intellectual property rights recognised in any part of the world;

"Partner" means a third party with whom We have a relationship, including consultants, universities and other organisations;

"Platform" means this platform made available to You via WBCSD’s NCS Procurement Hub website under the domain name https://www.ncsprocurementhub.org/

"Platform Data" means the output of the Subscriber Data uploaded onto the Platform produced through WBCSD’s or a Partner’s analyses of Subscriber Data, including but not limited to, insights, reports and presentations;

"Privacy Notice" has the meaning given to it in clause 9;

"Questionnaire" means the 'Readiness Check' questionnaire that is made available for You to complete;

"Subscriber Data" means data provided by You to Us, including via the Platform and the Questionnaire;

"Terms of Use" means these terms and conditions and any document expressly referred to in it;

"WBCSD Marks" means all names, terms, catchphrases, taglines, logos, trades and other marks, including without limitation the terms "WBCSD", "World Business Council for Sustainable Development", "Powered by WBCSD", "NCS Procurement Hub", "Readiness Check" now or hereafter used by WBCSD in relation to any of its business interests and/or in any of its marketing materials, including on its website or the websites of its clients; and

"You", "Your" or "Subscriber" means the legal entity contracting with WBCSD and on behalf of which you are accepting these Terms of Use.
1. **GRANT AND SCOPE OF LICENCE**

   1. Subject to the terms hereof, and provided You do not do any of the things set out in clause 4, WBCSD hereby grants to You a non-exclusive, non-transferable, revocable, limited licence to access and use the Platform and the Platform Data as and when provided to You by Us.

   2. By using the Platform, You hereby grant to WBCSD and our Affiliates a worldwide, royalty-free, non-exclusive, sub-licensable license to use, copy, display, distribute, modify the form or format of, Subscriber Data for Our internal business purposes, including to analyse such Subscriber Data, to communicate with You regarding such analysis, and to use the Subscriber Data in accordance with but subject to clauses 2.4 and 2.5 below.

2. **SUBSCRIBER DATA**

   1. You are solely responsible for collecting and providing Subscriber Data to Us. You may provide the Subscriber Data to Us via the Questionnaire.

   2. We do not and are not obligated to verify, authenticate, monitor or edit the Subscriber Data or any other information or data provided to Us for completeness, integrity, quality, accuracy or otherwise. You are solely responsible and liable for the completeness, integrity, quality and accuracy of all Subscriber Data.

   3. You warrant that all Subscriber Data: (i) has been obtained and processed in accordance with all laws and ethical standards applying in the countries of collection and processing of the Subscriber Data; and (ii) does not infringe on the Intellectual Property Rights of any third party.

   4. We will anonymise and aggregate the Subscriber Data before any such Subscriber Data is shared with a third party.

   5. We warrant: (i) we will aggregate and anonymise Subscriber Data which We use in any Platform Data shared with third parties; and (ii) to preserve the integrity of any Subscriber Data by keeping Subscriber Data secure in accordance with industry standards.

   6. You shall indemnify Us and Our Affiliates (and hold Us and our Affiliates harmless) from all losses, liabilities, costs, damages, expenses, claims, charges, proceedings or demands incurred or suffered by Us arising in connection with any claim by any third party that Our use of the Subscriber Data or any other materials provided by You in accordance with these Terms of Use infringes any rights of a third party.

   7. We accept and accrue no liability for any claims arising from Our use of Subscriber Data.

3. **ANTI TRUST**

   1. Users of the NCS Procurement Hub must adhere to all anti-trust laws and regulations. Engaging in any discussions or activities that may be construed as anti-competitive behaviour is strictly prohibited.

4. **RULES OF CONDUCT**
User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libellous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker (“Objectionable Content”) via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person’s credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by the NCSA (or any individual officer or employee of the NCSA); (3) use that can be confused with official communications of the NCSA or its officers or employees; and (4) print or electronic mass mailings (sometimes known as “spamming”), solicitations for commercial services.

User should engage in constructive and respectful discussions on the Procurement Hub. The WBCSD Hub moderators reserves the right to moderate content and remove any posts or comments that violate community guidelines or standards.

Chatham House Rule applies to discussions and interactions on the NCS Procurement Hub. Users must respect the confidentiality and anonymity of participants in such discussions.

5. INTELLECTUAL PROPERTY RIGHTS

1. You acknowledge that all Our Intellectual Property Rights, including Intellectual Property Rights in the Platform and the Platform Data, and any works derived or created from (or by using) the Subscriber Data are owned by Us, that rights in the Platform are licensed (not sold) to You, and that You have no rights in, or to, the Platform or the Platform Data other than the right to use them in accordance with the these Terms of Use.

2. You acknowledge that You have no right to have access to the Platform in source code form.

6. RESTRICTIONS

1. Except as expressly set out in these Terms of Use, You undertake:
   a. not to copy the Platform Data except where such copying is incidental to normal use of the Platform Data, or where it is necessary for the purpose of back-up or operational security;
b. not to commercialise, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform Data;

c. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform Data;

d. not to use the Platform, Platform Data or anything available on the Platform in connection with creating, promoting, trading or marketing any service, data or products without Our express written consent;

e. not to use the Platform or Platform Data for unlawful purposes or fail to comply with any applicable laws, statutes or regulations that apply to Your access or use of the Platform or Platform Data;

f. to supervise and control use of the Platform and ensure that the Platform is used by Your employees and representatives in accordance with these Terms of Use;

g. to include Our copyright notice on all entire and partial copies You make of the Platform Data on any medium; and

h. to comply with all applicable technology control or export laws and regulations.

7. DISCLAIMERS

1. We do not promise that the Platform or any content service or feature of the Platform, or the Platform Data will be error-free or uninterrupted, or that any defects will be corrected, or that Your use of this Platform or Platform Data will provide specific results.

2. The Platform and Platform Data are delivered on an "as-is" and "as-available" basis.

3. Although We use reasonable endeavours to ensure that information on the Platform and in the Platform Data is accurate and complete, We do not guarantee this to be the case. Use of the Platform and Platform Data is at Your sole risk and neither WBCSD nor any of Our Affiliates accept any liability for loss or damage suffered by You arising from Your use of the Platform, any information contained on the Platform, or the Platform Data. You will take adequate steps to verify the accuracy and completeness of any information contained on the Platform and in the Platform Data.

4. Information contained on the Platform and in the Platform Data is not necessarily tailored to Your individual situation and, as a result, such information may be unsuitable for You. No part of the Platform or Platform Data is intended to constitute advice and the content of the Platform or Platform Data should not be relied upon when making any decisions or taking any action of any kind.

5. We accept no liability for loss or damage suffered by You as a result of accessing the Platform or any Platform Data which contains any virus or which has been maliciously corrupted.

6. We or our Partners may be obliged to share certain data and information (including Subscriber Data or Platform Data) by law, on the request of a competent authority,
or pursuant to a request under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.

8. **LIMITATION OF LIABILITY**

1. We only supply the Platform and Platform Data for internal use by Your business, and You agree not to use the Platform or Platform Data for any re-sale purposes.

2. We shall not in any circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms of Use for:
   a. loss of profits, sales, business, or revenue;
   b. business interruption;
   c. loss of anticipated savings;
   d. wasted expenditure;
   e. loss or corruption of data or information;
   f. loss of business opportunity, goodwill or reputation;
   g. where any of the losses set out in clause 6.2(a) to clause 6.2(f) are direct or indirect; or
   h. any special, indirect or consequential loss, damage, charges or expenses.

3. Other than the losses set out in clause 6.2 (for which We are not liable), our maximum aggregate liability under or in connection with these Terms of Use whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £100.

4. Notwithstanding clauses 6.2 and/or 6.3 nothing in these Terms of Use shall limit or exclude our liability for:
   a. death or personal injury resulting from negligence;
   b. fraud or fraudulent misrepresentation;
   c. any other liability that cannot be excluded or limited by law.

5. These Terms of Use set out the full extent of Our obligations and liabilities to You in respect of the provision of the Platform and Platform Data and any ancillary services thereto. Except as expressly stated in these Terms of Use, there are no clauses, warranties, representations or other terms, express or implied, that are binding on Us. Any clause, warranty, representation or other term concerning the provision of the Platform and Platform Data which might otherwise be implied into, or incorporated in, these Terms of Use whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. You agree to defend, indemnify and hold Us harmless from any losses, liabilities, damages, actions, claims or expenses (including legal fees and court costs) arising or resulting from Your breach of any term of these Terms of Use or caused by acts or
omissions performed by You. You assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components.

9. TERMINATION AND SUSPENSION

1. We may terminate these Terms of Use immediately by written notice to You if you commit a material or persistent breach of these Terms of Use which You fail to remedy (if remedi able) within 14 days after the service of written notice requiring You to do so.

2. On termination for any reason:
   a. all rights granted to You under these Terms of Use shall cease; and
   b. You will immediately cease all activities authorised by these Terms of Use.

3. We reserve the right to suspend Your access to the Platform if:
   a. the suspension of the Platform is necessary to comply with relevant laws;
   b. We (acting reasonably) determine that Your use of the Platform is in violation of these Terms of Use, or poses any security or vulnerability risk to Us, Our customers, or the Platform, whether due to software viruses or otherwise; and/or
   c. We (acting reasonably) determine that You or Your Affiliates have acted in a way which risks Our or Our Affiliates' reputation.

4. All clauses that by implication are necessary to survive termination of these Terms of Use (including clauses 1.2, 2.7 and 6) will so survive.

10. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of Our obligations under these Terms of Use that is caused by an Event Outside Our Control.

2. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms of Use:
   a. Our obligations under these Terms of Use will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
   b. We will use Our reasonable endeavours to find a solution by which Our obligations under these Terms of Use may be performed despite the Event Outside Our Control.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

1. Under data protection laws, We are required to provide You with certain information about who We are, how We process the personal data of those individuals who use the Platform and Platform Data and for what purposes, and those individuals' rights in relation to their personal data and how to exercise them. This information is
available on our website ("Privacy Notice") and it is important that You read that information.

12. OTHER IMPORTANT TERMS

1. You shall prevent any unauthorised access to, or use of, the Platform and Platform Data and, after becoming aware of any such unauthorised access or use, shall notify Us immediately.

2. We may assign, subcontract and otherwise transfer Our rights and obligations under these Terms of Use to any person, but this will not affect Your rights or Our obligations under these Terms of Use. You may only transfer Your rights or Your obligations under these Terms of Use to another person if We agree in writing.

3. These Terms of Use and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

4. You acknowledge that in entering into these Terms of Use You do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use or any document expressly referred to in it.

5. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use or any document expressly referred to in it.

6. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

7. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

8. Each of the clauses of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9. No person (other than in respect of Us and Our Affiliates) who is given any rights or benefits under these Terms of Use shall be entitled to enforce those rights or benefits against the other party in accordance with the Contracts (Rights of Third Parties) Act 1999, except that Our Affiliates shall be entitled (and We shall be entitled on their behalf) to enforce any rights or benefits conferred upon them by these Terms of Use.

10. These Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of Switzerland. We both irrevocably agree to the exclusive jurisdiction of the courts of Switzerland.

11. Notices

a. Any notice given under these Terms of Use shall be in writing and shall be delivered by e-mail, and shall be deemed to have been duly given or made
when the sender receives confirmation on its server that the message has been transmitted.

b. Notices to:
   i. Us shall be sent to ncsalliance@wbcasd.org, or such other address as notified by Us to You from time to time; and
   ii. You will be sent to Your email address and/or contact details provided to Us when signing up to the Platform, or such other address as notified by You to Us from time to time.

13. ACCEPTANCE OF THESE TERMS OF USE

1. By clicking accept You agree and consent:
   a. to contract electronically with Us in accordance with these Terms of Use;
   b. to receive electronic legal notices regarding these Terms of Use to the email account You provided;
   c. to be bound by these Terms of Use; and
   d. to represent and warrant to Us that these Terms of Use shall be binding on You and that it is executed by You as an authorised signatory with the authority to enter into these Terms of Use.

These Terms and Conditions were last updated September 2023.