



## TERMS AND CONDITIONS OF BUSINESS

### 1 Introduction

These terms and conditions should be read in conjunction with the order form setting out the contract specific details relating to the Client product offering ("Order Form") and Trucost's policies regarding client's security and privacy (respectively the "Security Policy" and the "Privacy Policy") copies of which are available on the Trucost website at [www.trucost.com](http://www.trucost.com).

### 2. Nature of Agreement

This agreement sets out the terms and conditions which apply to the use by the Client of the name Trucost™ the subscription for and the use of a Trucost Company Briefing, Trucost Environmental Report or Trucost Carbon Footprint Report ("Reports"), access to and use of Trucost's database of environmental and financial data ("Data") and all related products, services, data and facilities (including without limitation any software) available from time to time (whether on-line or otherwise) including (without limitation) those specified in the Order Form.

### 3. Terms

3.1 These terms and conditions shall form part of the agreement constituted by our acceptance of your order. The Order Form sets out the nature and extent of the licence granted to you ("User Licence").

3.2 We permit you to use the Trucost Trade Marks used in the reports on a non-exclusive, non-transferable basis, strictly limited to the purposes contemplated by and on the terms and conditions set out in this agreement.

3.3 In relation to the Reports you may access and use the Reports available on or accessible via our website from time to time for your private personal or internal business purposes and for external use, subject to compliance with the terms hereof.

#### 3.4 Disclaimer

Trucost does not warrant the accuracy and/or completeness of the Data contained on the Trucost website. Neither the Data nor the Reports constitutes any form of advice or recommendation by Trucost to you and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other decisions, and you should take your own advice and/or independently verify such information before relying on it. The Data is provided "as is" and Trucost accepts no liability and offers no warranties in relation to it and expressly excludes all representations, warranties and conditions and other terms otherwise implied (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose) in relation to the Data to the extent that such can be excluded by law.

#### 3.5. Intellectual Property Rights

The Reports and Data (including any products made available to you pursuant to the User Licence), and all designs, text and graphics and the selection or arrangement thereof, and all software and databases provided by Trucost (together "the Material") are owned by and confidential to Trucost or its licensors and protected by copyright, database rights and/or other intellectual property rights throughout the world.

All copyright, database rights and other intellectual property rights in the Reports, Data and Material are and shall remain vested in Trucost or its licensors and except as expressly provided or granted to you by Trucost pursuant to the User Licence or otherwise, you will not acquire any right, title or interest in or to the Reports, Data and Material and no such rights are or shall be implied.

Where any of the Reports, Data or Material contains or has affixed to it Trucost's trade marks, trade names, notices or other proprietary marks, you may not alter, obscure, remove, interfere with or add to any of the said trade marks, trade names, notices or proprietary markings.

Where the Material comprises software, you may not, save to the extent expressly permitted by Section 50B of the Copyright, Designs and Patents Act 1988, decompile, disassemble or reverse engineer any object code of such software.

#### 3.6 Use of Data and services

Trucost grants a licence for Client to provide access to each Data Service to client's end users in accordance with the licence level specified in the Order Form.

An end user may use, copy, process, compile, store or download, in hard-copy or electronically a reasonable amount of data for his or her own use for the benefit of the Client. In addition, you may use the said Reports and Data for other purposes, subject to first obtaining Trucost's prior written consent or where other uses are expressly permitted in the relevant Subscription Agreements.

Except as expressly provided herein or under the User Licence, you may not reproduce, modify, transmit, display, licence, create derivative works from, or sell, transfer, distribute or otherwise commercialise the Data or the Reports or the Materials without Trucost's prior written consent.

Where permitted to do so by the licence level, an end user may distribute the Data in accordance with the scope of the licence level. An end user may distribute an insubstantial amount of data provided that they have first received written permission from Trucost.

Where you are permitted under the terms of the relevant User Licence to use the Reports and Data for any purpose other than for use internally within you or your employer's business, you must acknowledge on such Reports and Data that they are owned by Trucost and that Trucost reserves all intellectual and other proprietary rights therein.

Client will comply with Trucost's reasonable reporting requirements in respect of the client's use of the data, which may change from time to time

All use of the Reports, Data and the Material by persons who are not otherwise authorised to use them pursuant to User Licence, whether through unauthorised copying or otherwise, is strictly forbidden. You may be held responsible for any infringement of Trucost's intellectual property rights that arise out of or are connected with your granting any unauthorised user access to the Reports, Data or Material.

Trucost may terminate this agreement in the event the Client undergoes a Change of Control defined as the Client entering into a change of control action (whether by merger, acquisition, reorganization, sale of all or substantially all of its assets or equity interests or otherwise) resulting in the acquisition of more than fifty percent of its voting membership interests or substantially all of its assets. The Client shall notify Trucost of any Change of Control or anticipated potential Change of Control promptly upon its knowledge or awareness thereof, and shall provide Trucost with sufficient documentation for Trucost to evaluate such Change of Control for the purposes of exercising its right under this section.

### 3.7 In relation to the Trucost Trade Marks:-

(a) you **may** use the Trucost Trade Marks used in the Reports in connection with and for the purposes of environmental cost calculations and in reports, presentations and other documents in which information is presented that has been adduced from your use of the Reports and, solely for these purposes, on your stationery provided that they are accompanied at all times by an acknowledgement as to their ownership and licensing hereunder in the following form (or such other form as we may direct to you in writing): "the above names, logos devices and marks are used strictly under licence and are the trade marks of Trucost Plc a public limited company registered in England and Wales no. 3929223". You **may not** use any of the Trucost Trade Marks for any reason other than that specified above.

3.8 The initial term of this agreement is one (1) year from the commencement date of this agreement and shall be automatically extended for successive renewal terms of one (1) year each unless either party notifies the other in writing of its decision not to extend the term of this agreement at least thirty (30) days prior to the expiration of the term then in effect.

3.9 Either party may terminate this Agreement at any time forthwith on notice in writing to the other in the event that the other of us shall be made the subject of bankruptcy proceedings, insolvency proceedings or a liquidator, receiver, administrative receiver or administrator is appointed over all or any of its assets or following any event analogous thereto, including (without limitation) the commencement (with respect to a person or entity in the United States) of any proceedings pursuant to Chapter 11 of the United States Bankruptcy Code.

## 4. Warranty

We will use all reasonable commercial efforts to ensure that Reports are accurate in all material respects. We warrant that we have full authority, right title and power to enter into this agreement; we further warrant that we own and/or hold licences for all rights in the Reports. We also hereby exclude all other warranties, express implied and all other terms, conditions, warranties, representations or endorsements whatsoever with regard to any of the Reports.

## 5. Information you Provide

5.1 You authorize us to use, store or otherwise process any information which relates to and identifies you or your business, including but not limited to any personal or business names and addresses, to the extent reasonably necessary to provide you with the Reports. You also authorize us to use, store or otherwise process any data which you enter relating to the Reports, in the providing of other services by Trucost and otherwise as Trucost, acting reasonably, believes to be lawful and in the interests of Trucost and its clients (subject always to our Privacy Policy and our Security Policy) Trucost will keep confidential all information supplied by you to us in connection with the Reports save as to the extent that such information is already or comes into the public domain or as we may be required to disclose by law. We may use your name as directed by you in relation to any publicity, press releases or publicly distributed materials (inc. but not limited to on by means of our website) for the sole purpose of identifying you as a client of Trucost.

We may use your name as directed by you in relation to any publicity, press releases or publicly distributed materials (inc. but not limited to on by means of our website) for the sole purpose of identifying you as a client of Trucost unless you notify us in writing that you do not wish us to do so.

## 6. Liability

6.1 Neither party to this agreement shall have any liability for any indirect, incidental, consequential, special or exemplary loss or damage, costs, claims or expenses, or for any loss of data, profit, revenue or business. We are not liable for any failure in, interruption to or degradation of any of the Reports caused (whether directly or indirectly) by the Client's hardware, software, interface or communications network where such failure, interruption or degradation is beyond our control or not reasonable foreseeable. If we were liable to you for any reason (Save as to the extent of any indemnity expressly given by us in this agreement) our liability will be strictly limited to the amount paid by you for the Reports in the previous 12 months. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to access and use the Reports and (where permitted) download the Reports. You are responsible for implementing sufficient procedures and virus checks.

6.2 Limitations and exclusions in this clause do not apply where death or personal injury is caused by us to you or any of your servants or agents as a result of our negligence. They also do not apply in circumstances where we or any of our employees, agents or sub-contractors have acted negligently, fraudulently or in wilful default of our obligations under this agreement.

6.3 You indemnify us in respect of any and all loss, claims, damages and expenses which may be made against us or which we may incur arising from any breach by you of any of your obligations under this agreement and all legal expenses reasonably incurred by us in connection therewith.

## 7. General

7.1 Neither party shall be held liable to the other for any failure to perform any obligation due to causes beyond either of our reasonable control materially affecting the party in breach (such causes to include but without limitation flood, fire, adverse weather conditions, war or threat of war, commotion, industrial action, terrorist activity, lock-out, labour disputes, delays and disruptions to the internet or on-line/website access.

7.2 This agreement is made between Trucost and the Client. No other persons have any rights whatsoever under this agreement. The effect of the Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded.

## 8. Notices

You should send all notices to us by post to Trucost Plc, 22 Chancery Lane, London WC2A 1LS. We will send notices to you to the postal address set out on the Order Form unless you notify us in writing in advance of any change of details. All notices given under this agreement must be in English. Normal rules of service will apply.

#### 9. Jurisdiction and Law

This agreement is governed by English law and in the event of any dispute which cannot be resolved amicably between the parties you hereby submit to the non-exclusive jurisdiction of the English Courts without reference to conflict of law principles.

#### **TRUCOST PLC**

**Registered Office: One London Wall, London, EC2Y 5AB**

**CRN: 3929223**