

# TERMS OF USE

By using Sustainovation™ you accept these Terms of Use.

## *INNOSURVEY AND INNOSURVEY DATA*

Sustainovation™ is a web-based tool used to measure a company's innovative capability by means of comparing certain predefined key abilities of a company with data from a predefined selection of other anonymous companies found in the Sustainovation™ database (the "Service").

Sustainovation™ and the Sustainovation™ database are owned by us, the Swedish company Innovation 360 Group AB ("IGAB").

All the information and data disclosed by you and entered into Sustainovation™ ("Sustainovation Data") will be aggregated with already existing data in the Sustainovation™ database. The Sustainovation Data will become part of the Sustainovation™ database and as such will also comprise part of the anonymous reference data used in future polls made with Sustainovation™.

Your Sustainovation Data is accessible only by the specified company/person who entered the Sustainovation Data into Sustainovation™ (which in this case would be You) and by administrative employees at IGAB.

You hereby grant IGAB the right to aggregate Your entered Sustainovation Data with the data already existing in the Sustainovation™ database and a perpetual, irrevocable and transferable right to use and access your Sustainovation Data in accordance with what is stated above.

The administrative employees at IGAB who have access to the Sustainovation Data are made aware of and observe all the obligations under these Terms of Use.

For other users of Sustainovation™, other than You and IGAB, Sustainovation Data will only be accessible and presented as an undefined and anonymous part of aggregated data.

Except for what is stated in these Terms of Use, Sustainovation™ Data will not be disclosed to any third party.

IGAB has implemented technical and organizational security measures to safeguard stored data against inadvertent or deliberate manipulation, loss or destruction and against access by unauthorized persons. Our security measures are continuously improved in line with technological progress in the security field. Confidential data transmitted via the Internet to the Sustainovation™ platform are protected by Transport Layer Security (TLS) 1.2 with an encryption of at least 128-bits. TLS encryption protects all user data transmission details as they are passed back and forth between the browser and the server. Once the user data is submitted, it resides on a server that is secured both physically and electronically.

## *INTELLECTUAL PROPERTY*

All intellectual property rights, including, but not limited to, trademarks, copyright, patents, know-how, etc. ("IPRs") relating to Sustainovation™ or the Service is the sole property of IGAB. Nothing in these Terms of Use shall be considered a transfer of ownership of any IPRs to you.

## *YOUR OBLIGATIONS*

You may not copy, reproduce, republish, upload, post, transmit, distribute, sell, publish, broadcast, circulate, data mine, or use any robot, spider, or other automatic device, or manually process, to monitor or copy, the Service commercially in any way, without the prior written consent of IGAB.

You may not decompile, reverse engineer, disassemble, otherwise attempt to derive source code, modify, or create derivative works from the Service.

You are responsible for providing complete and accurate account information. It is the sole responsibility of you to report any changes to IGAB immediately.

You are responsible for the confidentiality and use of your username and personal password. Your responsibility extends to all activity and use under your username and password.

You agree to indemnify and hold harmless IGAB and its subsidiaries, affiliates, agents, officers, directors, and employees from and against any and all liability, loss, claims, damages, costs, and/or actions (including attorneys' fees) arising from your use of the Service, or any use of the Service under your username and password.

## *NO WARRANTY AND LIMITATION OF LIABILITY*

IGAB and its subsidiaries, affiliates, agents, and licensors do not make any warranties of any kind, either express or implied, including, but not limited to, warranties of accuracy, completeness, correctness, non-infringement, merchantability, or fitness for a particular purpose. The content available through the Service, and the Service itself, are provided "as is."

You agree that IGAB, its subsidiaries, affiliates, agents, and licensors, shall not have any liability whatsoever arising out of any kind of legal claim (whether in contract, tort, or otherwise), in any way connected with the Service or Sustainovation.

## *GENERAL*

IGAB reserves the right to monitor the use of the Service to ensure that you are in compliance with these Terms of Use. IGAB may terminate or suspend you from using Sustainovation or the Service in its sole discretion upon any violation of these Terms of Use by you.

IGAB reserves the right to modify the Service or its availability at any time with or without notice to you. IGAB shall not be liable to you or to any third party should IGAB exercise its right to modify the Service or its availability. IGAB does not guarantee continuous, uninterrupted, or secure access to the Service.