



## Ogier Global ESG Align - Compliance Check

### Authorised Person Terms and Conditions

Ogier Global ESG Align – Compliance Check, including all of its Compliance Check Content is made available by a member of the Ogier Group (**we** or **us**). The Client's use of Ogier Global ESG Align – Compliance Check and your access to and use of Compliance Check Content is subject exclusively to the following terms and conditions (the **Terms and Conditions**).

The term 'you' or 'your' refers to the Client, or user, viewer or person accessing Ogier Global ESG Align – Compliance Check as applicable.

If you do not accept these Terms and Conditions you must immediately stop using Ogier Global ESG Align – Compliance Check. These Terms and Conditions and our Privacy Statement may be amended by us from time to time. These Terms and Conditions were last updated September 2021.

Access to Ogier Global ESG Align – Compliance Check is restricted to Authorised Persons only. Access or attempted access by any person other than an Authorised Person is strictly prohibited.

Any person using Ogier Global ESG Align – Compliance Check who, as a Client (as defined in the Ogier Terms and Conditions applicable to you and can be found [here](#)) or otherwise subject to the Ogier Terms and Conditions, shall use Ogier Global ESG Align – Compliance Check in compliance with these Terms and Conditions which shall, to the extent applicable, also apply to the use by an Authorised Person of Ogier Global ESG Align – Compliance Check. To the extent that there is any inconsistency between these Terms and Conditions and the Ogier Terms and Conditions, the Ogier Terms and Conditions will apply.

#### Defined Terms

Unless otherwise defined herein, any capitalised term used herein shall have the same meaning attributed to such term in the relevant Ogier Terms and Conditions.

**Authorised Person** means those individuals (whether personnel of the Client or any other Persons) who are authorised by the Client to have access to and use Ogier Global ESG Align – Compliance Check and the relevant part of the Compliance Check Content;

**Client** shall mean the Client as defined in the Ogier Terms and Conditions;

**Compliance Check Content** means the ESG Align Compliance Check assessment designed by Ogier Group, any other assessments uploaded to Ogier Global ESG Align – Compliance Check from time to time, and all other documentation and materials and all information contained in Ogier Global ESG Align – Compliance Check which has been loaded onto, created, generated by or otherwise produced by Ogier Group, including for the avoidance of doubt any Compliance Check Assessment Report;

**Compliance Check Assessment Report** means any automated report generated by Ogier Global ESG Align – Compliance Check following completion of the compliance check assessment.

**Intellectual Property** means patents, trademarks, trade name, service mark, service name, copyrights, source code, topography rights, rights to extract information from databases, design, design rights, look and feel, moral rights, know how, trade secrets and rights of confidence, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

**Ogier Global ESG Align – Compliance Check** means the software platform accessible to Authorised Persons through <https://esg-align.ogier.com> or such other address as may apply from time to time to access Compliance Check Content and related information.

**Ogier Group** means Ogier Legal Limited Partnership, Ogier Global Holding Company Limited, separate partnerships each called "Ogier" in the British Virgin Islands, Cayman Islands, Guernsey, Hong Kong, Ireland, London, Jersey and Luxembourg and each of their subsidiaries and undertakings and any successor to them.

**Ogier Terms and Conditions** are the Ogier terms and conditions which are relevant and applicable to you only (and which are available [here](#)).

**Personal Data** means personal data as defined in the respective national data protection laws implementing or reflecting the principles set out in the Data Protection Directive 95/46/EC, all other data and information to which any applicable



regulations apply which has been stored on Ogier Global ESG Align Compliance Check and data collected during the course of an Authorised Person's use of Ogier Global ESG Align Compliance Check;

**Security Information** means the unique username, password and any authentication codes produced by any dual factor authentication software utilised from time to time to enable access to Ogier Global ESG Align Compliance Check.

## **1 Licence**

1.1 As an Authorised Person you are granted a non-exclusive, non-transferable, revocable, limited license to access and use Ogier Global ESG Align – Compliance Check in accordance with these Terms and Conditions. We may terminate this license at any time for any reason.

## **2 Purpose and Acceptable Use**

2.1 Access to the Compliance Check Content is for internal risk assessment purposes only. Any other use of any of the Compliance Check Content including reproduction (for any purposes other than those noted herein), modification, distribution, or republication, without the prior written permission of Ogier Group is strictly prohibited, and is a violation of Ogier Group's intellectual property rights.

2.2 In addition, you will not use (other than to the extent permitted by applicable law) any Compliance Check Content or other materials (of whatever nature) contained or capable of being downloaded from Ogier Global ESG Align – Compliance Check to develop, design, produce, manufacture, sell and/or distribute any product of whatever nature nor will you permit any third party to do any of the above.

2.3 You must not sell on or share use of or access to Ogier Global ESG Align – Compliance Check, or any part of it, with any person.

2.4 You may not create a link to Ogier Global ESG Align – Compliance Check from another website or document without Ogier's prior written consent.

2.5 You must not use Ogier Global ESG Align – Compliance Check or any of the Compliance Check Content in any way that causes, or may cause, damage to Ogier Global's ESG Align – Compliance Check or impairment of the availability or accessibility of Ogier Global ESG Align – Compliance Check, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

## **3 Intellectual Property**

3.1 Except as expressly provided, nothing contained herein shall be construed as granting to or conferring on you or any third party any licence or right to Intellectual Property rights in the Compliance Check Content or Ogier Global ESG Align – Compliance Check.

3.2 Ogier Group shall retain all right, title, interest and Intellectual Property in and to the Compliance Check Content. You may not share, distribute, sell or transmit the Compliance Check Content nor alter, modify or adapt the Compliance Check Content.

## **4 Content and Warranties**

4.1 We do not represent or warrant that the Compliance Check Content will guarantee any Client, Client Entity or Authorised Person to be qualified to meet any regulatory compliance requirements under any applicable law. Ogier Group shall not be responsible for any failures of a Client, Client Entity or Authorised Person to comply with any applicable regulatory requirement.

4.2 We do not represent, guarantee or warrant (whether express or implied at law) that Ogier Global's ESG Align – Compliance Check, the Content will be complete, error-free, accurate, up to date, reliable, uninterrupted, free of viruses or other harmful components.

4.3 You acknowledge and agree that we shall not be bound by the Compliance Check Content and that we reserve the right at any time to change, update, edit, move or remove or limit access to the Compliance Check Content or any part of it without notice. Any Content accessed or provided is for your information only, shall not be construed as providing any advice and should not be relied upon in the making or refraining from making any decision or taking or refraining from taking any action.

4.4 Notwithstanding the foregoing, any reliance placed upon any part of the Compliance Check Content is at your risk.

## **5 Liability and Disclaimer**

5.1 To the fullest extent of law, we:

- (a) expressly disclaim all warranties, including the warranties as to satisfactory quality and fitness for a particular regulatory compliance purpose;



- (b) disclaim all responsibility to you or any third party for any loss, injury, claim, liability or damage of any kind resulting from, arising out of or any way related to any Client, Client Entity's or any Authorised Persons regulatory compliance obligations;
- (c) shall not be liable to you or any third party for any loss, injury, claim, liability or damage of any kind resulting from your use of Ogier Global ESG Align – Compliance Check or the Compliance Check Content; and
- (d) shall not be liable to you or any third party for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever in any way due to, resulting from, or arising in connection with the use or the inability to use Ogier Global ESG Align – Compliance Check or the Compliance Check Content or arising from any delays, inaccuracies, errors in, or omission of any Compliance Check Content, or for any actions taken or not taken in reliance on the Compliance Check Content or by reason of non-performance or interruption, or termination of access to Ogier Global ESG Align – Compliance Check or the Compliance Check Content.

5.2 Any Compliance Check Assessment Report generated as a result of your use of Ogier Global ESG Align – Compliance Check does not constitute legal or regulatory advice and no reliance may be placed on it. Any such Compliance Check Assessment Report is intended for guidance only and, where necessary, independent legal or regulatory advice should be sought.

## **6 Indemnity**

6.1 You agree to indemnify, keep indemnified and hold harmless all members of the Ogier Group and its partners, directors, officers, employees, consultants and agents (together the Indemnified Parties) from and against all claims, demands, legal fees, damages, liability, losses, penalties, liabilities, costs and expenses (whether or not foreseeable or avoidable) incurred or suffered by any Indemnified Party arising out of your access to, use of, or as a result of your conduct in connection with, Ogier Global's ESG Align – Compliance Check or the Compliance Check Content or arising out of any breach by you of any provision of these Terms and Conditions.

## **7 Access to and Use of Ogier Global ESG Align – Compliance Check**

- 7.1 You undertake to take all reasonable actions to prevent unauthorised access to Ogier Global ESG Align – Compliance Check, including taking all reasonable measures to ensure the security of your Security Information.
- 7.2 Certain links on Ogier Global's ESG Align – Compliance Check may lead to sites maintained by third parties over which Ogier has no control. Ogier Group makes no representations as to the operation, accuracy, completeness or any other aspect of the information contained on such third party sites (or sites linked to such sites) and shall not be liable for any loss or damage arising from your reliance upon such information.
- 7.3 In accessing those third party sites you may be subject to terms and conditions other than these terms and conditions and that these terms and conditions will not apply to such websites.

## **8 Confidentiality**

- 8.1 Subject as provided below, you undertake to treat all Compliance Check Content, and any and all information which has been or may be derived from or obtained from any such Compliance Check Content, as confidential.
- 8.2 The above provisions do not apply to any Confidential Information which you can prove:
  - (a) is already known to the recipient;
  - (b) is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by breach of these Terms and Conditions; or
  - (c) is required to be disclosed under any applicable law or regulation, any order of a court with jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or supervisory body.

## **9 Data Protection and Privacy Policy**

9.1 In making Ogier Global ESG Align – Compliance Check available for your use, Ogier Group is a data controller and may collect, process and store materials, data (including Personal Data), information and content relating to you. Your Personal Data will be processed in accordance with the Ogier Privacy Policy which is available here.

## **10 General**

### **Invalidity and Severability**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.



### **Governing Law and Jurisdiction**

This Agreement and all matters arising from shall be governed by and construed in accordance with the laws of Hong Kong without giving effect to any principles of conflict of law. You hereby irrevocably agree that the courts of Hong Kong are to have exclusive jurisdiction in respect of any disputes which may arise out of or in connection with this Agreement, the Terms and Conditions or Ogier Global ESG Align – Compliance Check. You hereby agree that the place of performance of this Agreement is Hong Kong.

### **Assignment**

Ogier Group may assign its rights and obligations under the Agreement and upon any such assignment it shall be relieved of any further obligation hereunder.

### **Termination and Suspension**

Any member of the Ogier Group may immediately suspend or terminate your right to access and use of Ogier Global ESG Align – Compliance Check without notice or warning if, in its sole discretion, it considers that you have acted in breach of any of the Terms and Conditions or that there is a risk that you may. This is without prejudice to any other rights and remedies that Ogier Group may have.

Ogier Group also reserves the right to change, suspend or discontinue any aspect of Ogier Global ESG Align – Compliance Check, including the availability of any feature, information or content or restrict your access to any or all parts of Ogier Global ESG Align – Compliance Check at its discretion without notice or liability at any time.

### **Changes to Terms and Conditions**

We may at any time and from time to time change, alter adapt, add or remove portions of these Terms and Conditions and, if we do so, will post any such changes on Ogier Global ESG Align – Compliance Check. Your continued use of Ogier Global ESG Align – Compliance Check following any such change shall be deemed and constitutes your acceptance of those changes and you acknowledge and agree to be bound to the current version of the relevant Terms and Conditions at all times and that unless stated in the current version of the Terms and Conditions, all previous versions shall be superseded by the current version.

### **Waiver**

No failure of either party to exercise, and no delay by either party in exercising, any right, power or remedy in connection to this Agreement (each being a **Right**) will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of these Terms and Conditions shall not be deemed to be a waiver of any subsequent breach.

October 2022