

TERMS OF USE FOR AVAILABLE CONTENT

Your use of the materials that the International Foundation for Valuing Impacts (“**IFVI**,” “**we**,” or “**us**”) may make available to you for download on or through this website, including all related intellectual property and other proprietary rights of any kind (the “**Available Content**”) is subject to the terms below (the “**Content Terms**”), in addition to the general terms available at <https://ifvi.org/terms-of-use/> (the “**Terms of Use**” and together, the “**Terms**”). Capitalized terms used in these Content Terms that are not otherwise defined herein have the meaning set forth in the Terms of Use. All provisions in the Terms of Use apply to the Available Content and are incorporated herein by reference. In the event of a conflict between the provisions in these Content Terms and the Terms of Use, the provisions in these Content Terms will control, but only with respect to the Available Content and not with respect to any other portion of the IFVI Content (as defined in the Terms of Use).

1. Use of the Available Content

1.1. Ownership. The Available Content is owned either solely by IFVI or jointly by IFVI and the Value Balancing Alliance (VBA). You acknowledge that we (or our licensors or co-owners of the Available Content, including the Value Balancing Alliance as applicable) own all right, title, and interest in and to the Available Content. Other than the rights granted in the Terms, you have no right, title, or interest in or to the Available Content and we hereby expressly reserve all rights that are not granted under such terms. For clarity, nothing in these Content Terms grants any right, title, or interest in or to (including any license under) the Available Content, except as expressly granted in these Content Terms.

1.2. Use Rights. Subject to your compliance with these Terms, including the Additional Use Restrictions below, you may use the Available Content solely for your personal, non-commercial purposes. Non-commercial purposes includes use of the Available Content by (i) commercial and not-for-profit organizations to improve their understanding of and reporting on their own impact including value chain impacts and (ii) professional service providers in the course of providing advisory services to support organizations in improving their understanding and reporting of their impacts (and regardless of whether or not such service providers receive remuneration for the provision of such services).

Each user of the Available Content must independently register and accept these Content Terms. You agree that you will not give any third party access to the Available Content. The Available Content may not be sold or used to promote any particular service or product.

1.3. Additional Use Restrictions. In addition to the restrictions set forth in the Terms of Use, but without limiting the rights granted in Section 1.2 of these Content Terms, you acknowledge and agree that you will not, and will not permit others to, use the Available Content: (a) for any commercial or for-profit purpose, including selling or promoting any products or services, including without limitation in any public reporting or in connection with any financial or commercial transaction, including securities offerings, debt transactions, mergers and acquisitions or other transactions; (b) in any manner that suggests that you are acting for or on behalf of IFVI; or (c) in any manner that suggests IFVI has certified or endorsed you or statements you may make in connection with the Available Content. You understand that your use of the Available Content does not make you an employee or agent of IFVI, and that you will not hold yourself out as such. You further agree that you will not, and will not permit others to, make any material alterations, modifications, or other changes, without IFVI’s and VBA’s, as applicable per section 1.1, prior written consent, to any name, logo, trademark, or other proprietary indicia (including the Marks) present on or appearing in the Available Content. You may not incorporate any materials or intellectual property owned by a third party into the Available Content without first obtaining the proper consent of the applicable third party. IFVI will not be responsible for your use of any third party’s intellectual property or other proprietary rights in connection with the Available Content.

2. Changes to these Terms

We may revise and update these Content Terms from time to time in our sole discretion. If we make material changes to these Content Terms, we will notify you by posting notice of the changes on our Website. Any changes to these Content Terms will be effective immediately following our posting of notice of the changes on our Website. These changes will be effective immediately regarding your use of Available Content. Your continued use of the Available Content following the posting of revised Content Terms means that you accept and agree to the changes. If you do not agree with any updated version of these Content Terms, do not continue to use the Available Content.

3. Registration

In order to download, use, and access the Available Content, you must provide certain information to IFVI, including your name and email address. For more information on how we process data, and other information that you may provide to us or that we may otherwise collect, please see our Privacy Policy available at <https://ifvi.org/privacy-policy/>.

4. Reliance on Available Content

The Available Content is provided for general information purposes only, on an “AS IS” basis, is not legal or financial advice, and does not constitute any interpretation of any law, rule, or regulation. Any reliance you place on the Available Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the Available Content, or on any content that is derived from the Available Content, by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. You may use the Available Content and any information or guidance included in the Available Content only according to these Content Terms and the Terms of Use. You must not use or permit others to use the Available Content or any information or other guidance included in the Available Content, for any other purpose.

5. Warranty Disclaimer

PLEASE BE AWARE THAT PROFESSIONAL OPINIONS, INDUSTRY BEST PRACTICES, AND GENERALLY ACCEPTED GUIDELINES MAY VARY GEOGRAPHICALLY AND MAY CHANGE OVER TIME. AS A RESULT, THE AVAILABLE CONTENT MAY NOT BE ACCURATE OR REFLECT BEST PRACTICES FOR A SPECIFIC ORGANIZATION OR AT ANY GIVEN TIME. WHILE EFFORTS HAVE BEEN MADE TO ENSURE THE INTEGRITY OF THE AVAILABLE CONTENT, IFVI OR VBA GIVES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS, OR OTHER GUARANTEES WITH RESPECT TO THE AVAILABLE CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, QUALITY, ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE

6. Damages Disclaimer

IFVI AND OUR AFFILIATES, SUCH AS VBA, SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, PERSONNEL, AND LICENSORS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO ANY ERROR, OMISSION, OR INACCURACY INCLUDED WITHIN, OR THE RELIABILITY OF, THE AVAILABLE CONTENT, OR FOR YOUR OR ANY THIRD PARTY’S USE OR INTERPRETATION OF, OR RELIANCE ON, THE AVAILABLE CONTENT.

7. Termination

IFVI reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the

Available Content at any time, with or without prior notice, and to seek any remedies available to it at law, in equity, or under the Terms of Use.

Your rights to use the Available Materials granted under Section 1.2 automatically terminates upon any breach of these Content Terms.