

TERMS OF USE

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The website <https://impact.beeodiversity.com> (hereinafter the "**Platform**") is an initiative of BeeOdiversity. "**BeeOdiversity**" is a private limited company under Belgian law, having its registered office at avenue Arnaud Fraiteur, 15/23, 1050 Brussels (Belgium), registered with the Crossroads Bank for Enterprises under number 0848.557.582, identified with the Belgian General Administration of Taxes (VAT) under number BE0848.557.582, and entered in the register of legal entities of Brussels (French-speaking section).

1 SCOPE OF APPLICATION

- 1.1** These terms of use (the "**TOU**") apply to any individual consulting or using the Platform and its information by an end-user (the "**End-User**") duly authorized by an "**Authorized User**" that has purchased a Subscription with BeeOdiversity. They govern the conditions of access, provision and use of the Platform and its services. BeeOdiversity and the End-User are together referred to as the "**Parties**" or individually as a "**Party**".
- 1.2** By consulting or using the Platform, the End-User acknowledges that he has read, understood and accepted the TOU. The TOU therefore constitute a legally binding agreement between the Parties, the enforcement of which may be sought in court.
- 1.3** The TOU contain all the commitments, rights and obligations relating to the matters dealt with therein. They replace all previous letters, declarations, warranties and agreements, written or verbal, relating to their subject matter.
- 1.4** BeeOdiversity reserves its right to change the TOU at any time. BeeOdiversity shall however notify the Authorized User of any changes by email or by posting a message on the Platform for a period of at least fifteen (15) days. The changes shall be effective immediately, unless otherwise provided. The use of the Platform by the End-User subsequent to the changes made to the TOU shall imply the End-User's acceptance thereof.

2 USE OF THE PLATFORM

- 2.1** The End-User accesses the Platform via a web application after the Authorized-User has subscribed to a paid subscription (the "**Subscription**"). Activation is done remotely by BeeOdiversity.
- 2.2** The data contained in the Platform (the "**Data**") is provided by BeeOdiversity. The Data may originate from BeeOdiversity or third parties. The Authorized User and End-User may also directly upload its Data to the Platform.
- 2.3** BeeOdiversity use its best efforts to keep the Platform as complete, accurate and up to date as possible, even when the Data is provided by third parties. BeeOdiversity therefore reserves the right to add, modify or delete the Data at any time, or to suspend access to the Platform without prior notice, to comply with this obligation.
- 2.4** BeeOdiversity uses its best efforts to ensure that the Platform functions properly and is secure. However, BeeOdiversity makes no representation and gives no warranty that the Platform is error free. BeeOdiversity cannot guarantee an absolute operability.
- 2.5** BeeOdiversity cannot offer any absolute guarantee as to the content of the Platform, which the End-User understands and accepts. Any use of the Platform is therefore at the End-User's own risk. BeeOdiversity is not responsible for any damages that may result from possible malfunctions, interruptions, defects or harmful elements that may be present on the Platform such as, for example, viruses, Trojan horses, worms, spyware, adware, ransomware, scareware or any other malware.
- 2.5.1** The End-User shall adopt a normally prudent and diligent behaviour when using the Platform and the Data. This obligation is an obligation of result. The End-User is particularly prohibited from:

- (i) obtaining or attempting to obtain unauthorized access to the Platform, or BeeOdiversity's or any third party's servers, systems, networks or data;
- (ii) making available any content which consists of false information or that is harmful, threatening, abusive, harassing, delinquent, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, discriminatory or otherwise objectionable;
- (iii) violating any applicable law or regulation;
- (iv) impersonating any person or entity, or forging or manipulating headers or identifiers in order to disguise the origin of any content transmitted through the Platform;
- (v) making available any content that infringes any patent, trademark, trade secret, copyright, design right or other proprietary right of any person or entity;
- (vi) posting content containing advertisements or other commercial solicitations without prior written consent of BeeOdiversity;
- (vii) introducing viruses or any other computer code, files, programs, or content designed or intended to interrupt, destroy or limit the functionality of the Platform or affect BeeOdiversity or other users; or
- (viii) interfering with or disrupt the Platform or the servers, systems, or networks of BeeOdiversity or third parties, including other users.

2.6 If the End-User identifies any content on the Platform that violates applicable laws or the rights of third parties, he shall inform BeeOdiversity as soon as possible. The End-User shall report such illegal content in writing and as accurately as possible so that BeeOdiversity can take any action it deems appropriate.

2.7 The Platform may contain links or hyperlinks to external websites. Such links do not necessarily imply any relationship between BeeOdiversity and such external websites or any agreement, implied or not, with the content of such websites.

2.8 BeeOdiversity has no control over such external websites. BeeOdiversity is therefore not responsible for the safe and proper functioning of the hyperlinks and their destination. The moment the End-User clicks on the hyperlink, he leaves the Platform. BeeOdiversity cannot be held responsible for any subsequent damage.

3 ACCESS TO THE PLATFORM

3.1 The registration and access to the Platform is restricted to legally capable individuals and duly represented legal entities who have completed the registration form available online or who have been invited.

3.2 When registering, the End-User shall provide the information requested in good faith and with professional care. The End-User shall keep its information up to date to guarantee its accuracy.

3.3 The End-User must provide a valid email address, to which BeeOdiversity shall send a confirmation of registration to the Platform. Any communication made by BeeOdiversity through the Platform or by (e)mail is irrevocably presumed to have been received and read by the End-User. Therefore, the End-User is obliged to regularly check the Platform and any mail (electronic or otherwise) sent by BeeOdiversity to the address provided and, if necessary, to promptly react to it.

3.4 In addition to the password, the End-User shall be provided with a login to access the End-User's personal area (the "**Personal Area**").

3.5 The End-User password can be changed online by the End-User in the Personal Area. The password is personal and confidential. The End-User shall take all reasonable steps to choose a secure password and not to disclose it to any third party, including other End-Users.

3.6 BeeOdiversity reserves the right to refuse an application for registration to the Platform, or to delete an End-User's account without prior notice and compensation, in case of non-compliance with the TOU.

3.7 End-Users who are regularly registered may request to be removed from the Platform by visiting the dedicated page in their Personal Area.

4 SERVICES RELATED TO THE PLATFORM

- 4.1 BeeOdiversity provides the End-Users with a support service (the “**Support Service**”) either by email (support@beeodiversity.com).
- 4.2 The support service is available on Working Days from 9.00 am to 5.00 pm CET time. “**Working Days**” mean all days of the year, with the exception of Saturdays, Sundays and legal holidays in Belgium, as well as all days on which banks are not open in Brussels (Belgium).
- 4.3 To the extent possible, BeeOdiversity shall respond to the End-User's questions within three (3) Working Days from receipt of the Authorized User's request, unless a longer period is specified. It shall use its best efforts to resolve any technical problems that the Authorized User may encounter.
- 4.4 BeeOdiversity takes all necessary measures to enable End-Users to access the Platform during Working Days. However, this access depends on circumstances and infrastructures that BeeOdiversity cannot fully control.
- 4.5 BeeOdiversity shall use reasonable effort consistent with prevailing industry standards to maintain the Platform in a manner which minimizes error and interruptions in its access. The Platform may however be temporarily unavailable for maintenance required to correct errors or malfunctions of the Platform (the “**Corrective Maintenance Services**”), either by BeeOdiversity or by third-party providers, or because of other causes beyond BeeOdiversity's reasonable control (the “**Force Majeure**”).
- 4.6 BeeOdiversity is free to implement any maintenance service it deems necessary, and this at any time, to ensure that the functionality of the Platform (as described on BeeOdiversity's website or in its documentation) remains available to the End-User and complies with its expectations (the “**Evolutionary Maintenance Services**”) or the new technical, legal or regulatory requirements (the “**Adaptative Maintenance Services**”).
- 4.7 Corrective Maintenance Services, Evolutionary Maintenance Services and Adaptative Maintenance Services are together referred to as the “**Maintenance Services**”. The Maintenance Services include among others bug fixes and other corrections, modifications, improvements, updates, upgrades, and new releases of versions of the Platform. Maintenance Services do not include repairs or interventions made necessary because of the Authorized User's and/or End-User IT equipment or its misuse of the Platform.
- 4.8 BeeOdiversity has the right to make changes to the Platform, at any time and without prior notice, and to change and restrict its scope, nature and features for technical, legal, commercial or other reasons, and in particular to correct bugs or to implement new features. BeeOdiversity shall however to the extent possible inform the End-User, within a reasonable time-limit, of the Maintenance Services to be performed.
- 4.9 After the implementation, BeeOdiversity shall furnish the End-User, upon its request, with a summary detailing the Maintenance Services performed.
- 4.10 When and if an error or bug occurs due to the Maintenance Services performed by BeeOdiversity, the End-User shall immediately inform BeeOdiversity thereon. BeeOdiversity shall endeavour to resolve all issues resulting from the Maintenance Services brought to its attention within a reasonable time.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The structure of the Platform, as well as the texts, graphics, images, photographs, sounds, videos, databases, computer applications, Data and any other elements constituting the Platform, including its source code and object code, are protected as such by Intellectual Property Rights.
- 5.2 “**Intellectual Property Rights**” mean copyrights, neighbouring rights to copyrights, patents, utility models, designs (registered or not), trademarks, sui generis rights to databases and semiconductor topographies, trade names, website domain names, trade secrets, and any other industrial or artistic and literary property rights.
- 5.3 BeeOdiversity is and remains the sole owner or regular holder of the Intellectual Property Rights to the Platform and its components, including the Data. These intellectual property rights extend to modifications and improvements of the Platform and the Data implemented

or developed by or for BeeOdiversity, as well as to any documentation about the Platform and the Data issued by BeeOdiversity.

- 5.4** The End-User consults the Platform and uses the Data only within the limits of the right of use (the "**License**") granted by BeeOdiversity to the Authorized User. Any communication, reproduction, adaptation or use of the Platform and/or the Data, in whole or in part, by any means and for any purpose whatsoever, without the prior express written consent of BeeOdiversity, is strictly prohibited. The End-User is invited to contact the Authorized User for further information.

6 DATA PROTECTION

- 6.1** BeeOdiversity shall ensure that personal data communicated or received in connection with the use of the Platform is processed in a manner that complies with the applicable legal and regulatory requirements on data protection, including those of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the Belgian Privacy Act of 30 July 2018, as well as any future developments in the applicable national and European legislation on privacy protection and the processing of personal data. Each Party shall furthermore ensure that the personal data received is processed in accordance with its privacy policy.
- 6.2** The End-User authorizes BeeOdiversity to proceed and store personal data about the End-User's identity and contact details in accordance with applicable law and to the extent that such processing and storage is necessary, for the following purposes: use of the Platform and/or the Data, compliance with legal and regulatory requirements, and commercial prospecting (including direct marketing).

7 DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1** BeeOdiversity is bound by these TOU only on a best effort basis, without any guarantee of result.
- 7.2** BeeOdiversity shall only be liable for its own fraudulent conduct and gross negligence, to the exclusion of all other faults (including its own slight but usual fault). The liability of BeeOdiversity is excluded in case of fraud or fault of the Authorized User, the End-User or a third party.
- 7.3** Except in case of fraud, BeeOdiversity's liability is in any case limited to direct, personal, foreseeable, material and certain damage to the End-User, to the extent that it can be proven, excluding all consequential damage, whether material or immaterial, such as a loss of profit, loss of data or reputational harm.
- 7.4** As a result, and without limitation to the generality of the above, BeeOdiversity shall assume no liability for damages resulting from: (i) the destruction and/or deletion by the Authorized User or the End-User of any Data, (ii) any operation (including any download, falsification or deletion of Data) on the End-User's account by any person using a valid login and password, (iii) any delay in setting up the End-User's account due to the Authorized User or the End-User's delay to share all required information with the BeeOdiversity, or (iv) difficulties or impossibility for the End-User to access its account caused by flaws in its IT equipment or internet connection.
- 7.5** BeeOdiversity's liability shall be limited to the amounts it received from the Authorized User in connection with the Authorized User and its End-User's use of the Platform during the twelve (12) months prior to the event giving rise to liability.
- 7.6** Under penalty of foreclosure, any claim for compensation must be made by the Authorized User within a three (3)-months period from the date of the event giving rise to liability or the date on which the Authorized User becomes or should have become aware of such event.

8 CONFIDENTIALITY

- 8.1** The End-User acknowledges the confidential nature of the Information directly or indirectly received or obtained when consulting the Platform or using the Data. By "**Information**" the Parties mean all information, reports, Data, Intellectual Property Rights, know-how, processes, unpatented inventions and unregistered trademarks in any form whatsoever, including

information about BeeOdiversity and its activities, operations, finances, planning, facilities, products, services, techniques and processes.

8.2 Without prejudice to any other obligation of confidentiality, the End-User agrees to:

- (i) keep secret and confidential all Information; and
- (ii) use such Information only for Authorized User's business purposes only.

8.3 The confidentiality obligation shall not apply to Information which:

- (i) is or becomes generally available to the public other than as a result of in breach of the TOU or any other confidentiality agreement;
- (ii) is legitimately made available to the End-User by a source other than BeeOdiversity, provided that the End-User has no reason to believe that such source is itself bound by a confidentiality or non-disclosure agreement with BeeOdiversity, or is otherwise prevented from disclosing such confidential information by a legal, contractual or fiduciary obligation;
- (iii) is in the lawful possession of the End-User prior to its receipt from BeeOdiversity;
- (iv) is independently developed by the End-User without using the BeeOdiversity's confidential information; or
- (v) is expressly communicated in writing by BeeOdiversity, either for publication or for onward transmission.

8.4 If Information is to be disclosed by the End-User to the courts of any competent jurisdiction, or to any governmental agency or financial authority, the End-User shall provide BeeOdiversity with written notice of the required disclosure upon receipt of notice of the required disclosure, to the extent such notice is permitted by law, and will co-ordinate with BeeOdiversity with a view to limiting the nature and scope of such required disclosure.

8.5 The End-User acknowledges that the disclosure of any Information is likely to cause serious harm to BeeOdiversity.

8.6 Therefore, for each breach of this provision, BeeOdiversity may claim from the End-User full compensation for the damage it has suffered, provided that it can demonstrate fault, damage and causality.

8.7 The obligation of confidentiality shall remain in force for the duration of the Subscription and shall survive its termination, for whatever reason, for each Information until it falls into the public domain.

8.8 Within fifteen (15) days of the termination of the Subscription, the End-User shall deliver to BeeOdiversity, or where applicable destroy or erase as directed by BeeOdiversity, all documents in its possession, custody or control which contain confidential Information, or which are generated or received by the Authorized User in the course of using the Platform. The Authorized User shall provide BeeOdiversity, upon request, with written confirmation that the provisions of this clause have been fully complied with.

9 GENERAL PROVISIONS

9.1 Unless otherwise provided, all notices given by reason of or in connection with the TOU shall be sent by registered mail or by email with acknowledgement of receipt to the addresses listed on BeeOdiversity's website or on the Platform. Any such notice sent by registered mail will be deemed to be validly given upon receipt, and in any case no later than three (3) Working Days after posting. Such notice sent by e-mail with acknowledgement of receipt shall be deemed validly communicated upon receipt of the acknowledgement of receipt by the addressee or no later than three (3) Working Days after sending.

9.2 Neither Party shall be deemed to have waived any right under the TOU, or any fault or breach by another Party, unless expressly waived in writing by the first Party and where the TOU provide otherwise. The waiver of any remedy or right by either Party in accordance with the preceding paragraph shall not constitute a waiver by that Party of any other right that may arise from the TOU or from any breach or default by another Party.

9.3 If any provision of the TOU becomes void, unenforceable, invalid, illegal or unenforceable, this shall not affect the validity, enforceability, legality or enforceability of the remaining provisions

of the TOU. In this case, the Parties shall negotiate in good faith to replace the invalid, unenforceable, lapsed, illegal or unenforceable provision with a lawful provision, corresponding to the spirit and purpose of these TOU and on equivalent or economically comparable terms and conditions. In the absence of an agreement between the Parties, the invalid, unenforceable, null and void, illegal or unenforceable provision shall be replaced by the judge by a clause corresponding to the spirit and purpose of the TOU and on equivalent or economically comparable terms.

10 CHOICE OF JURIDICTION AND APPLICABLE LAW

10.1 The TOU is exclusively governed by Belgian law.

10.2 Should the Parties fail to find a mutually agreeable solution to any dispute arising between them, all disputes in respect of the conclusion, interpretation, performance and, if applicable, termination for whatever reason of the TOU shall be submitted exclusively to the competent French-speaking courts of the place where BeeOdiversity has its registered office.