

FAIRR ESG SELF-ASSESSMENT PLATFORM

TERMS OF USE

1. WHO WE ARE

1.1 We undertake ESG self-assessment activities of the largest animal protein producers on ESG issues and produce the 'Collier FAIRR Protein Producer Index' (**Index**). In addition, we also provide ESG self-assessment services to animal protein companies (**Customers**). Through these services, our Customers complete a self-assessment questionnaire, which enables them to benchmark their ESG strategies and initiatives against Index.

1.2 Where you are:

1.2.1 accessing our platform as a Customer User, we are Collier FAIRR Limited, a company registered in England and Wales under number 15455766. Our registered office is at Park House, 116 Park Street, London, United Kingdom, W1K 6AF; and

1.2.2 accessing our platform as an Index User, we are the Jeremy Collier Foundation, a company registered in England and Wales under number 09696841. Our registered office is at Park House, 116 Park Street, London, United Kingdom, W1K 6A.

(each individually and together referred to as **FAIRR** and **we**, **our** and **us** throughout these Terms).

2. TERMS OF USE

2.1 These terms of use (**Terms**) set out the terms and conditions on which you may use the Platform and Services. Please read these Terms carefully before you start to use the Platform and Services.

2.2 We use a number of definitions within these Terms– a full list of these definitions can be found in Section 14.

2.3 By using the Platform and/or the Services, you confirm that you acknowledge, agree to and accept these Terms and that you agree to comply with and be bound by them. If you do not agree to these Terms, you are not permitted to use the Platform or Services, and you must immediately refrain from using the Platform and any Services.

2.4 If you have any questions regarding these Terms, please contact us at index@fairr.org.

3. CHANGES AND UPDATES

3.1 We may amend these Terms from time to time. These Terms were most recently updated in **December 2024**. Every time you wish to use the Platform and Services, please check these Terms to ensure you understand the terms that apply at that time.

3.2 You may not be able to use the Platform or some aspects of the Services until you accept the latest version of these Terms or you accept any new or additional terms related to a specific aspect of the Services.

4. ACCESSING THE PLATFORM AND SERVICES

4.1 You may only use the Platform or Services if you are 18 years or older.

- 4.2 The Platform and Services may only be used by Authorised Users using their unique and secure Login Details. Where you are accessing the Platform and/or Services on behalf of an Index Company or Customer, you represent and warrant that you are an Authorised User of that Index Company or Customer (as applicable). If you are not an Authorised User, you are not permitted to use the Platform or Services, and you must immediately refrain from using the Platform and any Services.
- 4.3 You may not use the Platform or Services if:
- 4.3.1 you are located in a country which is subject to any sanctions or embargo which impact the Platform or Services or the use of similar services, or which has been designated a "terrorist supporting country;" or
 - 4.3.2 you are listed on any sanctions list or list of prohibited or restricted persons.
- 4.4 In using the Platform and/or Services, you are not permitted to:
- 4.4.1 use the Platform or Services in a fraudulent or malicious way, or in any way which is unlawful or in breach of these Terms;
 - 4.4.2 change, modify, attempt to reverse-engineer or otherwise infringe any intellectual property rights in the Platform or Services;
 - 4.4.3 attempt to unencrypt or otherwise intercept any transmission of data between the Platform and our servers; or
 - 4.4.4 use or attempt to use the Platform or Services in any way which could disable or compromise our security or the Services or interferes with the use of the Platform or Services by other users.
- 4.5 We may immediately terminate your Account and your ability to access the Platform if you breach any of these Terms or if we believe that we or other users of the Platform may incur liability from your actions.

5. REGISTRATION, LOGIN AND SECURITY

- 5.1 When you register for an Account, you will create or obtain Login Details which will include a username and password. You are required to create a suitable password that must meet any specified minimum password requirements and does not contain any confidential or personal information.
- 5.2 As an Authorised User, you are responsible for ensuring the security and proper use of your Login Details and must not disclose them to any unauthorised person. You should not leave your computer terminal unattended while you are logged on to the Platform or are otherwise using the Services. You should also not enter your Login Details into a computer terminal then provide an opportunity to an unauthorised person to operate your computer terminal.
- 5.3 You must tell us immediately by email at index@fairr.org if you believe that an unauthorised person knows your Login Details or has access to your Account, or if you suspect any form of unauthorised access.
- 5.4 You must comply with our reasonable instructions in relation to your use of the Platform and Services. We may terminate your access to the Platform and use of the Services if you fail to do so.

6. INDEX COMPANY'S USE OF THE PLATFORM

- 6.1 This Clause 6 (Index Company's use of the Platform) shall apply to Index Authorised Users only.

Viewing Rights on the Platform

- 6.2 You may use the Platform to access the Questionnaire and:
- 6.2.1 view the practice selected by us on your behalf in response to each question in the Questionnaire; and
 - 6.2.2 comment on the relevant practice selected within the Questionnaire.
- 6.3 You must ensure that any comments you make in relation to the Questionnaire on the Platform:
- 6.3.1 are not misleading;
 - 6.3.2 do not include any confidential information or personal data;
 - 6.3.3 are not offensive, abusive, indecent, defamatory, obscene or menacing;
 - 6.3.4 complies with all laws and regulations;
 - 6.3.5 do not infringe any third party's intellectual property rights; and
 - 6.3.6 have been Virus checked and does not contain a Virus or any other malicious code or software.

Index Company's use of the ESG Benchmarking Report

- 6.4 You may use the Platform to download the ESG Benchmarking Report, which we shall make available for you to download at any time.
- 6.5 The ESG Benchmarking Report shall be used by the Authorised User for the Index Company's own internal reporting purposes only.

7. CUSTOMER'S USE OF THE PLATFORM

- 7.1 This Clause 7 (Customer's use of the Platform) shall apply to Customer's Authorised Users only.

Uploading Data to the Platform

- 7.2 You may use the Platform to upload Data in response to the questions in the Questionnaire.
- 7.3 You must ensure that any Data that you upload to the Platform or otherwise provide to FAIRR:
- 7.3.1 to the best of your knowledge, represents a true, complete and accurate picture of the Customer's ESG practices;
 - 7.3.2 is not misleading;
 - 7.3.3 does not include any confidential information or personal data;
 - 7.3.4 is not offensive, abusive, indecent, defamatory, obscene or menacing;
 - 7.3.5 complies with all laws and regulations;
 - 7.3.6 does not infringe any third party's intellectual property rights; and
 - 7.3.7 has been Virus checked and does not contain a Virus or any other malicious code or software.

- 7.4 In order to deliver the Services, FAIRR may need to modify the Data as required to meet any requirements or limitations of the Platform, any network operators, devices, services or media. You agree that FAIRR shall not be liable to you for any such modification reasonably undertaken by FAIRR for the purpose of delivering the Services.
- 7.5 We reserve the right to remove, securely delete or otherwise block access to any Data from the Platform (including any Questionnaire responses submitted) that we reasonably believe may put FAIRR or a third party at risk of a complaint or loss.
- 7.6 We also have the right to disclose your identity to any third party who is claiming that any Data uploaded by you to the Platform constitutes a violation of their intellectual property rights or of their right to privacy or wherever disclosure is permitted by law or otherwise requested by law enforcement agencies or by a court of law.
- 7.7 You are solely responsible for securing and backing up your content.

Customer's use of the ESG Benchmarking Report

- 7.8 You may use the Platform to download the ESG Benchmarking Report on successful completion of the Questionnaire.
- 7.9 The ESG Benchmarking Report shall be used by the Authorised User for the Customer's own internal reporting purposes only.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 We are the owner or the licensee of all intellectual property rights in the Services (including both the Questionnaire and the ESG Benchmarking Report) and in the material published on the Platform. We are the owner of all intellectual property rights of any nature arising out of or in connection with the use of the Platform or the Services, including all trademarks, copyright, database rights, and other intellectual property rights (including the appearance and branding of the FAIRR).
- 8.2 The intellectual property rights associated with the branding, name, or use of the same belonging to any third party that we work with, including our current platform provider, remain with those companies, and you may not use that intellectual property without first obtaining explicit consent to do so from the applicable companies.
- 8.3 The Platform and Services may utilise or include open source software code of third party software and copyrighted material or may be subject to third party or open source licences.
- 8.4 We grant you a non-exclusive, revocable, and limited right to use the Platform and the Services solely in accordance with these Terms. At no time do you have permission to use our name or branding.
- 8.5 You will not, or allow any third parties to on your behalf:
- 8.5.1 make and distribute copies of the Platform or the Questionnaire;
 - 8.5.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate any part of the Platform or the Questionnaire;
 - 8.5.3 create derivative works of the Platform or the Questionnaire;
 - 8.5.4 remove or tamper with any copyright notice attached to or contained in the Platform or the Questionnaire;

- 8.5.5 rent, lease, sub-license, loan, translate, merge, adapt, vary, or modify any part of the Platform or the Questionnaire; or
- 8.5.6 make alterations to, or modifications of, the Platform or the Questionnaire, or permit the Platform or the Questionnaire to be combined with, or become incorporate in, any other programmes.

9. LIMITATION OF OUR LIABILITY

- 9.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 9.2 We shall have no liability to you under or in connection with these Terms or your use of the Platform or the Services (whether in contract, tort (including negligence) or any other cause) or if a relevant cause arises from your breach of these Terms, your wrongful or unlawful acts or omissions (including your fraudulent activity) or as a result of us following your instructions.
- 9.3 We shall have no liability to you for any loss or damage which you incur under or in connection with these Terms or otherwise in respect of your use of the Platform or Services which arises due to circumstances beyond our control or our need to comply with legal requirements.
- 9.4 Notwithstanding the provisions of these Terms, should a court of competent jurisdiction finds us liable to you in relation to your use of the Platform or Services and that liability:
 - 9.4.1 relates to us not having met our obligations under applicable law to protect your personal information or keep it secure, or it relates to any obligation under applicable law which we cannot exclude (or limit, to the extent it cannot be limited), then we will be liable to the extent required by law; or
 - 9.4.2 relates to any other cause (regardless of the form of action or timing), then we will only be liable to you for loss or damage which you personally suffer under any claim or series of connected claims arising from the same cause up to a maximum of £5.00 in the aggregate.
- 9.5 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 9.5.1 any unavailability of the Platform and/or the Services; or
 - 9.5.2 use of or reliance on any materials, data, information or content displayed on the Platform, including within the Questionnaire and ESG Benchmarking Report.
- 9.6 Please note that in particular, we will not be liable for:
 - 9.6.1 loss of profits, sales, business, agreements, contracts, revenue or business interruption;
 - 9.6.2 any loss of data, software or information including any Data uploaded by Customers in response to the Questionnaire;
 - 9.6.3 any loss in connection with any error, omission, defect, Virus or system failure;
 - 9.6.4 loss of anticipated savings or investment gains;
 - 9.6.5 loss of business opportunity, goodwill or reputation; or

9.6.6 any indirect or consequential loss or damage.

- 9.7 We will not be liable for any loss or damage caused by a Virus which may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform and/or the Services or in relation to your downloading any content from the Platform, or on or from any third party website linked within the Platform and/or the Services.
- 9.8 We will have no liability to you for damage or alterations to your computer equipment as a result of your use of the Platform and/or Services.
- 9.9 We assume no responsibility for the content of third party websites linked on the Platform or otherwise provided to you via the Services. Such links should not be interpreted as endorsement by us of those linked websites. We are not liable for any loss or damage that may arise from your use of them.
- 9.10 We are not responsible for, and do not check that you are 18 years or older, are legally authorised to access the Account on behalf of an Index Company or the Customer (as applicable), are trying to use the Platform or Services from an country which has been embargoed, sanctioned, or designated a "terrorist supporting country," or if you are on any government list of prohibited or restricted persons.
- 9.11 All information, content, and material displayed on the Platform and provided to you through the Services (including the ESG Benchmarking Report) is provided for information purposes only, and is not to be considered professional advice. We are not liable to you for any loss or damage arising from action or inaction resulting on your reliance on the information, content, or materials displayed on the Platform or otherwise provided to you through the Services.
- 9.12 To the extent permitted by law, we exclude all other conditions, warranties, representations or other terms which may apply to the Platform and the Services or any content on it, whether express or implied.
- 9.13 You agree to reimburse us for any losses we incur as a result of your breach of, or failure to comply with, these terms or if we suffer any losses as a result of your use of the Platform and/or the Services.

10. SUSPENSION/TERMINATION OF THE PLATFORM

- 10.1 We do not guarantee that the Platform and the Services (or any content made available through the Platform, including the Questionnaire and ESG Benchmarking Report), will always be available or be uninterrupted. Access to the Platform and the Services is permitted on a temporary basis.
- 10.2 We may suspend, withdraw, discontinue or change all or any parts of the Platform and the Services without notice.
- 10.3 We may, at any time, suspend or terminate your use of the Platform and/or Services (in whole or in part) temporarily or permanently. We may do this:
- 10.3.1 if we are making repairs, updates, or conducting maintenance on our systems;
 - 10.3.2 if we have concerns about the security of the Platform;
 - 10.3.3 if we suspect that your Login Details have been compromised or used fraudulently or in an unauthorised way;
 - 10.3.4 if we suspect that you may be using the Platform and/or Services in a fraudulent or unauthorised way or in violation of these terms;
 - 10.3.5 if there are legal obligations which we have to meet;

- 10.3.6 if we are prevented from providing the Platform and/or the Services for any reason beyond our reasonable control;
 - 10.3.7 if you have not accessed or used the Platform for a period of 12 months or more;
 - 10.3.8 if, in the case of an Index User, we are no longer including the relevant Index Company within the Index; or
 - 10.3.9 if, in the case of a Customer User, our services agreement with the Customer has come to an end; or
 - 10.3.10 for any other reason at our absolute discretion.
- 10.4 We will endeavour to give you advance notice of any suspension or termination, but may not be able to do so in all circumstances. We will not provide notice to you if providing that notice would compromise our security measures or is unlawful.
- 10.5 You may request the reactivation of your account if we suspended or terminated it, but we are under no obligation to do so.
- 10.6 We will not be liable to you if for any reason any part of the Platform and/or Services are unavailable at any time or for any period.
- 10.7 You can terminate your use of the Platform or Services at any time by ceasing to login to the Platform and/or otherwise access the Services.

11. THIRD PARTY LINKS AND RESOURCES ON THE PLATFORM

- 11.1 The Platform and ESG Benchmarking Report may contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material.
- 11.2 No third party is permitted to link any other website to the Platform without obtaining our prior written consent.
- 11.3 Where the Platform, Questionnaire or any other aspect of the Services contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources and any use of them by you is solely at your own risk.

12. HOW WE MAY CONTACT YOU

- 12.1 By using the Platform and/or Services, you are giving us permission to contact you from time to time by using the email address that you use when you login to your Account.
- 12.2 You are responsible for keeping us updated if your contact details change. We are not responsible if we are not able to contact you, or if your contact details are out of date.

13. MISCELLANEOUS

- 13.1 These Terms constitute the entire agreement between us.
- 13.2 If any part of these Terms becomes or is held by a court to be invalid, illegal, or unenforceable, this will not affect the validity of the remaining terms which will remain in full force and effect.
- 13.3 Ceasing to use the Platform or Services, does not affect any provision of these terms which is expressly or by implication intended to continue on in effect.

- 13.4 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any section or provision of these Terms.
- 13.5 We may assign, transfer, charge, subcontract, delegate our rights and obligations under these terms to another organisation at any time and at our sole discretion. You may not assign or otherwise transfer your rights or obligations under these Terms to anyone else.
- 13.6 No attempt by you to vary these Terms will be valid.
- 13.7 Notice to us under these Terms must be sent by post to our registered office at: Park House, 116 Park Street, London, United Kingdom, W1K 6AF. Notices to you will be sent to the last known email address that we have for you.
- 13.8 These Terms, its subject matter and formation (and any non-contractual disputes or claims), and the use of the Platform, are governed by English law. We both agree to the exclusive jurisdiction of the courts of England in respect of any disputes.

14. ADDITIONAL TERMS

- 14.1 To use the Platform and Services, you will require internet connectivity and appropriate telecommunication links.
- 14.2 In addition to these Terms, your use of the Platform and Services will also be subject to the following terms:
- 14.2.1 Our Privacy Policy, which sets out the ways in which we collect, process and store your personal data and is deemed to be incorporated into and form part of these terms of use.
 - 14.2.2 Our Cookie Policy, which sets out information about the cookies we use and the purposes for which we use them and is deemed to be incorporated into and form part of these terms of use.
 - 14.2.3 the terms which apply to your use of the Platform and Services under the laws of the country in which you reside and/or use Platform and Services.
- 14.3 We have the right to transfer, subcontract, assign or novate all or part of our rights or obligations under these terms of use without your consent, but this will not affect your rights under these Terms.

15. DEFINITIONS AND INTERPRETATION

- 15.1 In these Terms, the following expressions mean:
- 15.1.1 **Account** means your personal account that is created on the Platform, accessible only by entering your unique and personal Login Details.
 - 15.1.2 **Authorised User** means an individual employed by either one of our (i) Index Companies; or (ii) our Customers who has been authorised by the relevant Index Company or Customer (as applicable) to access the Platform and Services on behalf of the Index Company or Customer.
 - 15.1.3 **Customer** means an animal protein company who has purchased the Services from FAIRR.
 - 15.1.4 **Data** means data in any form uploaded by our Customer's Authorised Users onto the Platform in response to the Questionnaire and which shall comprise of publicly

available information and shall not include any company confidential or personal data.

15.1.5 **ESG** means environmental, social and governance.

15.1.6 **ESG Benchmarking Report** means the report generated by FAIRR which may be downloaded by the:

- (a) Customer following the Customer's successful completion of the Questionnaire and, which aims to benchmark the Customer against the Index; and
- (b) an Index Company from the Platform, and which shows the responses selected by FAIRR on behalf of an Index Company in response to each question in the Questionnaire

15.1.7 **FAIRR, we us or our** means:

- (a) in an Index User's Case, the Jeremy Coller Foundation, a company registered in England and Wales under number 09696841. Our registered office is at Park House, 116 Park Street, London, United Kingdom, W1K 6AF; and
- (b) in a Customer User's case, Coller FAIRR Limited, a company registered in England and Wales under number 15455766. Our registered office is at Park House, 116 Park Street, London, United Kingdom, W1K 6AF.

15.1.8 **Index** means the 'Coller FAIRR Protein Producer Index'.

15.1.9 **Index Company** means one of the largest listed animal protein companies and whose data is used by us in the production of the Index.

15.1.10 **Login Details** means the user name and password linked to your Account which you use to access the Platform.

15.1.11 **Platform** means the platform we make available to Authorised Users at the following URL: www.fairr.org/tools/protein-producer-index.

15.1.12 **Services** means the access we provide to our Customers and the services we make available to our Customers via the Platform in exchange for a fee.

15.1.13 **Questionnaire** means the questionnaire consisting of approximately 250 questions that is made available on the Platform to:

- (a) an Index Company in order to view the responses which we have given to each of the questions on an Index Company's behalf; and
- (b) our Customers for the Customer's self-assessment purposes.

15.1.14 **Virus** means computer viruses, trojans, worms, logic bombs, disabling code or routines, or other material which is malicious or technologically harmful.

15.1.15 **You, your or User** means the person accessing and/or using the Platform or Services in your capacity as an authorised representative of the Customer or Index Company (as applicable).

15.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 15.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 15.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 15.5 These Terms shall be binding on, and apply to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 15.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 15.7 A reference to these Terms or to any other terms or document is a reference to these Terms or such other terms or document, in each case as varied from time to time.