



TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THE USE OF THE BUSINESS SUSTAINABILITY SCORE™ AND BENCHMARK™ ASSESSMENT

The Business Sustainability Score™ and BenchMarket™ Assessment Tools (the “Tools”) are made available by Lead to the Future, LLC (the “Company”) for the sole purpose of helping businesses to evaluate and improve their sustainability as ongoing enterprises. By using the Tools, you accept these Terms and Conditions and are bound by them.

Intellectual Property

The Business Sustainability Score™ and BenchMarket™ Assessment are proprietary property of Lead to the Future, LLC. As such, they may not be reproduced, modified, reverse engineered, sold, re-sold, sub-licensed or otherwise distributed or made available except to the client organization or their affiliates for the purpose specified above.

No license is granted for the use or reproduction of any Trademarks or business names of the Tools or the organization owning the Tools.

Security and Privacy

Information entered into the Tools or submitted to be used with the Tools will be held securely and confidentially except as required by law, and will not be used to directly identify individuals, client companies or organizations in any published reports.

All contact information will be used for the purpose for which it was intended and to communicate with the client. Contact information will be kept secure and will not be disclosed to any third parties except as required by law.

Accuracy of Results

The accuracy of results and reports is dependent upon the accuracy of the data submitted by the client / user. Lead to the Future, LLC has no control over the accuracy of the data submitted and makes no attempt to independently verify submitted information. Clients / users are responsible for the cost of any republishing of reports due to inaccuracies in submitted data.

Lead to the Future, LLC uses its best efforts to produce accurate and reliable results however, it does not warrant or represent that any score or other result produced by these Tools are accurate or will be the same if the Tools are used again at a different time.

Liability

The clients / users should use their best business judgement when acting upon the results or the recommendations provided in these Tools. Under no circumstances will Lead to the Future, LLC., any of its consultants or its affiliates be liable for any loss or damage including, without limitation, direct, indirect or consequential loss or damage or any loss or damage whatsoever, arising out of or in connection with the use or non-use of the results of the Tools, the observations or the recommendations presented in the reports. Any reliance placed on this website, the Tools or the results of the Tools is strictly at the client’s / user’s own risk.

Lead to the Future, LLC endeavors to keep the website information and the Tools as up to date and accurate as possible but makes no representation or warranty of any kind, express or implied, about the completeness, accuracy or reliability of the results of the Tools or other content on the website for any purpose. Lead to the Future, LLC takes no responsibility for, and will not be liable for, the website or the assessment platform being temporarily unavailable due to technical issues reasonably beyond its control. The tools are made available on the



strict condition that the user assumes all risk of use and absolves and releases Lead to the Future, LLC of all responsibility for any consequences of its use.

The Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses, including any direct losses, all interest, penalties and legal costs, calculated on a full indemnity basis and all other professional costs and expenses suffered or incurred by the Company arising out of or in connection with the Client's use of the Tools, the data reported, the results, the observations and the conclusions whether provided orally or in writing.

Delivery

Lead to the Future, LLC and its consultants and affiliates shall make best effort attempts to deliver all products and services as quoted. However, any dates quoted for delivery of products and / or services are approximate only and the time of delivery is not of the essence. In the event that the products and / or services are not delivered within the quoted time, Lead to the Future, LLC will not be liable for any damages, real or projected.

Price

Unless otherwise agreed by the Company in writing, the price for products and / or services shall be those set out on the website, the current price list or in a Statement of Work. The price is exclusive of any costs or charges related to postage, packaging, insurance, or sales tax.

Payment

In order to receive access codes for the Tools payment in full is required. For other consulting services, payment terms are net 30 days. If the client fails to pay the Company any sum due, the Client will be liable to pay interest to the Company on such sum from the due date at the rate of the lesser of 1.0% per month or the maximum allowed by law. The Company shall be entitled to withhold delivery of any products and / or suspend any of the services or terminate the contract if the Client fails to pay to the Company any sum by the due date. The Company shall incur no liability in respect of such withholding of delivery or cancellation.

Cancellation of Orders

If an order for the use of a Tool is accepted by the Company and payment is received then the Client shall have access to the Tool for a single use within 60 (sixty) days of the order. If the Tool is not used within that time period then it shall expire and the Client will not have access to the Tool unless a new order is placed. After the order is accepted and the payment is received, the order may not be cancelled or varied without the Company's written consent.

Client's Obligations

1. The Client represents and warrants that the Tools will be accessed only by the registered user or an agent of the registered user for the sole purpose defined above.
2. The Client shall not make the Tools available to any individual or organization not a registered user or an agent of the registered user for the sole purpose defined above.
3. The Client shall not copy, reproduce, modify, adapt, translate, disassemble, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Tools in any form or media or by any means, except as permitted in accordance with the sole purpose defined above.
4. The data submitted for use in or related to the Tools is accurate and complete to the best of the Client's knowledge at the time the data was submitted.

General

1. Each right or remedy of a party under the Terms and Conditions is without prejudice to any other right or remedy whether under this agreement or not.
2. If any provision or part of any provision of this agreement is found by any court to be void or unenforceable, that provision, or part provision shall be deleted and the validity and enforceability of the other provisions shall continue in full force. If any invalid or illegal provision of the agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum changes to make it valid, enforceable and legal.
3. Nothing in the agreement shall be deemed or construed to constitute a party or its employees as the agent, partner, joint venture or legal representative of the other party for any reason whatsoever. Neither party is granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other party or to bind the other party in any manner whatsoever.
4. All communication between the parties about this agreement must be in writing and delivered by hand, by first class post, by facsimile, by email or by other electronic transmission to the address as notified by one party to the other.
5. Any variation, including the introduction of any additional terms and conditions may be made from time to time by the Company and the Client may be notified by any or all of the above mechanisms.