



**General Terms and Conditions of Use for the WWF Risk Filter Suite Website available under <https://riskfilter.org/>**

The following general terms and conditions of use in its respective current version shall apply to the use of the website <https://riskfilter.org> (the "**Website**"). You agree that any use of the Website is subject to these terms and conditions of use (the "**Terms**") by choosing to use the Website or any of its services, contents or features (the "**Services**"). Deviating or conflicting conditions are not accepted unless expressly agreed to them by the Operator in writing. Users who do not agree to the Terms are asked to cease to use the Website and to leave the Website.

Operator is entitled to unilaterally amend the Terms insofar as this is necessary to adapt to changed legal or technical framework conditions or to eliminate equivalence disruptions that arise subsequently. Operator shall inform the User of any changes to the Terms in writing, by facsimile or email, and by sending a notification of the context of the amended provisions. In such information, the User's attention is specially drawn to his right of objection and to the legal consequences of silence. The amendment shall become part of the contract if the User does not object to its incorporation into the contractual relationship in writing or text form within six weeks of receipt of the notification of amendment.

## **1. General Provisions and Definitions**

1.1 "**Customer Data**" means:

(1.) the name of the Organization the User works for, Organization Type, and Country of User's Organization Headquarter entered by the User in the Website's registration form to create their account

(2.) the User's company(ies) and site(s) information entered in their account to perform a risk assessment which includes:

- the site(s) name(s) and associated company(ies) name(s) entered by the User in their account. Users shall not enter any reference to an individual/personal name.

- location of the site(s), latitude/longitude coordinates or address, entered by the User in their account.
- the industry sector and commodity (optional) of the site(s) entered by the User in their account.
- the business importance of the site(s) entered by the User in their account.
- the group name (optional) of the site(s) entered by the User in their account (optional feature to group sites in the portfolio for the User's analysis purposes).

All of the Customer Data have been provided by the User, in connection with the registration of the User to the Website and/or when entering company(ies) and site(s) information in their account to perform a risk assessment, to WWF Germany and shall not contain any personal information.

1.2 "**Website**" means the online platform that enables registered Users to use the different tools and modules in the WWF Risk Filter Suite available from <https://riskfilter.org>: the Water Risk Filter and Biodiversity Risk Filter tools along with their modules (i.e., Inform, Explore, Assess, and Respond modules). Non-registered Users are able to only make use of the Services provided in the Inform and Explore modules.

1.3 "**User**" is any person who visits the Website or who makes use of the Services provided on the Website, regardless of whether the person is acting for their own account or for the account of an Organization they represent or for the account of a third party. Both registered and non-registered users are considered as Users in this meaning. Users are sometimes also referred to in the Terms as "You" or "Your".

1.4 "**Personal data**" is any information relating to an identified or identifiable natural person (e.g., name, address, phone number, or email address).

1.5 Any standard business conditions of the User do not apply, regardless of whether or not the Operator expressly objects to them in a particular case.

1.6 The Operator offers the Services via the Website and exclusively in English language.

## 2. Operator

2.1 The Website is operated and administrated by WWF Germany, a foundation under civil law, with address at Reinhardtstraße 18, 10117 Berlin, Germany (the "**Operator**"). Operator is sometimes also referred to in the Terms as “we”. You may contact the Operator by using the Your Feedback form provided in the Website’s footer or in writing to the following address: riskfilter@wwf.de.

2.2 The Services on the Website are generally provided free of charge.

## 3. Integral Part of Services Contract

3.1 The Terms shall become an integral part of the services contract at the moment the User has taken note of the Terms and has agreed to them by choosing to use the Website or any of its Services.

3.2 You will be notified of amendments of these Terms in writing, per telefax or via email. If you do not object an amendment within six weeks after receipt of notification, the amendments shall be deemed as accepted by you. You will be separately made aware of the right of objection and the legal consequences of the reticence in the case of an amendment of the Terms.

## 4. Registration and Admission to the Website

4.1 Users that wish to use the Assess section to conduct a risk assessment and the Respond section to identify recommended response actions need to create an account. Your registration for the Website will be made free of charge. To create an account, Users are required to enter a name (first name and last name), an email address, the name of the Organization the User works for or represents, Organization Type, and Country of User’s Organization Headquarter.

We recommend that Users register with their Organization’s email address, not their personal email address. For any information regarding the processing of personal data of Users please refer to our Privacy Policy which can be found [here](#). The User warrants that the details furnished by it to the Operator are true and correct and that the information provided shall not

violate any third party rights or other trademark or rights to safeguard a name or public morals. You are obliged to keep the password secret and not to disclose it to third parties.

4.2 As part of the registration process, you are responsible to manage your email address and password to access your account. You are responsible for any updated of information given in the registration process. All amendments can be made online under “My account” after the log in.

4.3 You can only use the Website upon registration and admission by the Operator.

4.4 The acceptance of the registration application for admission is made by an email of the Operator confirming admission. By notice of admission, a service agreement under the Terms is deemed formed for an unlimited time between Operator and User.

## **5. Processing and making available Customer Data to WWF Offices and in external publications and reports**

5.1 For any information regarding the processing of personal data please refer to our Privacy Policy which can be found [here](#).

5.2 The Operator will request the User in particular to provide certain Customer Data in the course of the registration process as well as to be able to conduct a risk assessment. The User is free to provide these Customer Data, whether partially or complete.

With regard to the Customer Data, the User hereby grants consent as follows:

(a) The Operator may store and process the Customer Data provided in the course of the registration process, to enable Users to conduct a risk assessment and receive recommendations, and relevant updates communicated by the User in respect thereof;

(b) **Sharing Customer Data with WWF Offices:** The Operator may share the Customer Data entered by the User and process the Customer Data to WWF Offices staff. This Customer Data will be used by WWF Offices staff to inform WWF’s stewardship engagement and strategy.

(c) **Publishing externally results from aggregated and anonymized Customer Data:** The Operator may also share in external facing publications and reports (e.g., Reports, Case Studies, Presentations, etc.) the Customer Data in an aggregated and anonymized form only, so that third parties are not enabled to trace to a specific User or company. The results of the aggregated and anonymized Customer Data provided in external facing publications is aimed at driving awareness and insights on corporate water and biodiversity risks.

5.3 By way of clarification, within the scope of application of § 1 German Trade Secrets Act (*Geschäftsgeheimnisgesetz*), hereinafter “**GeschGehG**” the Operator may only obtain, use and disclose the User’s trade secrets within the meaning of Sec. 2 Nr. 1 GeschGehG according to the terms of Sec. 3, 4 and 5 GeschGehG.

## 6. Suspension or Termination of Website

6.1 The Operator does not assume any warranty or liability for the functionality, stability or availability of the Website. The Operator does in particular not assume any warranty that the Services are available at a certain time. The Website is provided by Operator on an “as is” and “as available” basis.

6.2 While we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, services, assessments, results, mitigation actions recommended, maps or related graphics contained on the Website for any purpose. Further, the Operator reserves the right, to change, amend or suspend the operation of the Website in whole or in part at its discretion at any time without notification for whatever reason. This also includes any Services that require prior registration.

## 7. Liability

7.1 The use of the Website and its Services is at the User's own risk.

7.2 The Operator is liable for intent and gross negligence. Further, the Operator is liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose reach jeopardizes the achievement of the purpose of the contract and on whose compliance you as a customer may rely on regularly. In the last mentioned case, the Operator is only liable for the foreseeable, typical contractual damage. Operator is not liable for slight negligent breach of other obligations than those mentioned in the above provision.

7.3 The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability remains unaffected.

7.4 Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. We are not liable for constant and continuous availability of the Website.

## 8. Intellectual Property Rights

8.1 Any content provided by the Operator in connection with the Services of the Website, including but not limited to data, infographics, maps, logos, button-icons, pictures, glossaries, slides, digital downloads, videos or texts are protected rights, e.g. by copyright, and are either owned by the Operator or its licensors or suppliers (the "**Intellectual Property Rights**").

8.2 Users are generally prohibited from selling or modifying any of the Services, Intellectual Property Right, content or material of the Website as well as from copying, reproducing, displaying, publicly performing, downloading, posting, distributing, broadcasting or transmitting or otherwise using the Services, Intellectual Property Rights, contents or materials in any way for any public or commercial purpose without the explicit consent of the owner of the respective Intellectual Property Right.

Users are especially not allowed to directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying data and structure, ideas, know-how or algorithms relevant to the Services of the Website, documentation or data related to the Services of the Website; modify, translate, or create

derivative works based on the Services of the Website (except to the extent expressly permitted by Operator) or know-how; use the Services of the Website for the benefit of a third; or remove any proprietary notices or labels.

8.3 Any Services, Intellectual Property Right, content and materials that are available on the Website are generally made available for the own personal, non-commercial use of the User and for the purpose of using the Website only.

8.4. Users are allowed to communicate externally the content and materials that are available on the Website (e.g., maps, graphics) provided that the following acknowledgement appears in legible form: “*Source - WWF Risk Filter Suite: riskfilter.org*”

Users are allowed to communicate externally that they are using the WWF Risk Filter Suite and its tools - the Water Risk Filter and Biodiversity Risk Filter - as well as disclose their publication/risk assessment results, including maps, graphics, and other content and materials available on the Website. However, users are not allowed to:

- use the logo of WWF as well as the WWF Risk Filter Suite and its tools without the permission of the Operator,
- claim that they partnered with WWF or that WWF approved their publication/risk assessment results or has been advised in any other way by WWF.

## 9. Third Party Content

The Website and Services provided by the Operator on the Website may contain services provided by third parties, including links to websites, content or other material that may be contained on such websites, or services of third parties solely for your convenience (the "**Third Party Content**"). The Operator has no influence on such Third Party Content and cannot be made responsible for Third Party Content. The inclusion of any link does not imply a recommendation or endorse the views expressed within them except as provided otherwise on the Website. Please inform the Operator if you think that a Third Party Content to which we have provided a link gives rise to civil or criminal liability. We will then evaluate whether to remove the reference to this Third Party Content. For any information regarding the processing

of personal data in connection with Third Party Content please refer to our Privacy Policy which can be found [here](#).

## **10. Administrative borders used in the WWF Risk Filter Suite**

The Website contains information at administrative borders including national and sub-national level or country level. The terms “country”, “nation”, “national” or “province” do not imply any judgment on the legal status of a territory, or any endorsement or acceptance of disputed boundaries, on the part of WWF or the data providers.

## **11. Privacy Policy and Security**

The User is aware of inherent security risks of using a Website. In particular, the User is aware that there is the risk to all Users that data transmitted through public networks may be intercepted. For further information as well as the use of any personal data and the use by Operator of any cookies, please review our Privacy Policy available [here](#) and our Cookie Policy available [here](#).

## **12. Jurisdiction and Applicable Law**

12.1 The Terms and the use of the Website shall be governed by the laws of Germany under the exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of law provisions.

12.2 The courts in Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with these Terms and the use of the Website.

## **13. Severability**

If any part of these Terms is held to be invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of these Terms shall not be affected. The parties shall amicably decide to replace the ineffective provision by a legally effective provisions, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall apply in case of gaps. Headings are for informational purposes only.



#### **14. Entire Agreement**

These Terms constitute the entire agreement between the User and the Operator. The User is not allowed to assign any of its rights or obligations under these Terms to any third party without the prior written consent of the Operator.

Berlin, January 2023.