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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

# TERMS OF USE POLICY

Last updated 29 Nov 2022

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This Terms of Use Policy constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Centre For Sustainability Intelligence, company registration number 1444700-A (“CSI”, “we,” “us” or “our”), concerning your access to and use of the CSI Business Sustainability Assessment website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by this Terms of Use Policy. If you do not agree with all of these Terms of Use, you are prohibited from using the Site and must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to this Terms of Use Policy at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of this Terms of Use Policy, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review of this Terms of Use Policy to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised of Terms of Use Policy by your continued use of the Site after the date such revised Terms of Use Policy is posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the Site.

### **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Malaysia, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in this Terms of Use Policy, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

### **USER REPRESENTATIONS**

By using the Site, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

information as necessary;

3. you have the legal capacity and you agree to comply with these Terms and Conditions;
4. you are not under the age of 18;
5. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
6. you will not use the Site for any illegal or unauthorised purpose;
7. your use of the Site will not violate any applicable law or regulation;
8. you are a representative of the entity stated in the Registration section of the site.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

### **USER REGISTRATION**

You are required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.
25. intentionally provide misleading, incorrect information or falsifying information with the intention of skewing or fixing the results of the Assessment.

### **USER-GENERATED CONTRIBUTIONS**

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to Company data, text, writings, video, audio, photographs, graphics, comments, suggestions, documents or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and this Terms of Use Policy.
3. you have the written consent, release, and/or permission of each and every identifiable



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and this Terms of Use Policy.

4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of this Terms of Use Policy, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates this Terms of Use Policy and may result in, among other things, termination or suspension of your rights to use the Site.

### CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, completing the assessment, generate the Report or sharing access to the report to any other Entities, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, information generated by the Report, data entered into the system and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site.

You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

### **GUIDELINES FOR REVIEWS**

We may provide you areas on the Site to leave reviews, comments or ratings. When posting a review, you must comply with the following criteria:

1. you should have firsthand experience with the person/entity being reviewed;
2. your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

language;

3. your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
4. your reviews should not contain references to illegal activity;
5. you should not be affiliated with competitors if posting negative reviews;
6. you should not make any conclusions as to the legality of conduct;
7. you may not post any false or misleading statements;
8. you may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews or comments in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

### **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, personal information, personal documents or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.





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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

### **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”).

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

### **TERM AND TERMINATION**

This Terms of Use Policy shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THIS TERMS OF USE POLICY, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS TERMS OF USE POLICY OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

### **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in this Terms of Use Policy will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

### **GOVERNING LAW**

This Terms of Use Policy and your use of the Site are governed by and construed in accordance with the laws of Malaysia applicable to agreements made and to be entirely performed within the State/Commonwealth of Malaysia, without regard to its conflict of law principles.

### **DISPUTE RESOLUTION**

To expedite resolution and control the cost of any dispute, controversy, or claim related to this Terms of Use Policy (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

any Dispute (except those Disputes expressly provided below) informally for at least 30 working days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Your arbitration fees and your share of arbitrator compensation shall be borne solely by you.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party.

The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from this Terms of Use Policy.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than 1 year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

### **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms or Assessment constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **MISCELLANEOUS**

This Terms of Use Policy and any other policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of this Terms of Use Policy shall not operate as a waiver of such right or provision.

This Terms of Use Policy operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of this Terms of Use Policy is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Terms of Use Policy and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of this Terms of Use Policy or use of the Site. You agree that this Terms of Use Policy will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of this Terms



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## CENTRE FOR SUSTAINABILITY INTELLIGENCE

of Use Policy and the lack of signing by the parties hereto to execute these terms and conditions.

### **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Centre For Sustainability Intelligence  
Oval Damansara 23A-1,  
No. 685, Jalan Damansara,  
Taman Tun Dr Ismail,  
60000 Kuala Lumpur.  
Email: [admin@csi-asean.com](mailto:admin@csi-asean.com)