

Terms & Conditions

Verdantix.com (the "Site"), is operated by Verdantix Ltd ("Verdantix" or "we" or "our"). Subject to and without limiting the terms of or your obligations under any legally binding contract pertaining to the subject matter hereof ("Contract") between Verdantix and you or between Verdantix and your employer or a party for whom you perform services ("you and the party to any such Contract being a "Client"), by using this Site you agree to each of the terms of use set forth herein, including any additional terms and conditions applicable to specific areas or content on the Site ("Terms & Conditions").

Verdantix reserves the right to modify these Terms & Conditions at any time without notice to you. Your continued use of the Site after any such changes constitutes your agreement to follow and be bound by these Terms & Conditions as modified. These terms and conditions and the website Order Confirmation form comprise the agreement pursuant to which Verdantix Ltd ("Verdantix") provides the Product (defined below) to you ("Agreement") when other terms and conditions have not been agreed in writing between you and us.

Use Of Site and Content

You are permitted to access the Site, including the written text, graphics, data, images, illustrations, marks, logos, sound or video clips, photographs and/or other works (singly or collectively, the "Content") solely for your or your organization's internal information purposes. You agree to maintain all copyright, trademark and other notices on the Content. You may not copy, transmit, reproduce, publicly display, perform, distribute, alter, transmit or create derivative works of any Content or any portion of or excerpts from the Content in any fashion that is not authorized by Verdantix in writing or expressly permitted in these Terms & Conditions. Neither you nor your organization may use any Content or any excerpt from any Content to promote your or your organization's products or services. External citation of the Content is prohibited without Verdantix's express written permission and is subject to the Verdantix Citation Policy as set forth on this Site, except that members of the press may cite portions of the Content without Verdantix's prior approval if such citation complies with the terms set forth in the Press Resources section of this Site. The Site and all of the Content are protected by UK and/or international copyright laws and conventions, and belong to Verdantix, its licensors or third parties. No right, title or interest in any Content is transferred to you. You agree to use the Site and the Content in accordance with all applicable laws. You agree not to take any action that would compromise the security of the Site or render the Site inaccessible to others.

Restricted Areas

Access to certain areas of the Site is restricted ("Restricted Areas") to Verdantix Clients to whom we have issued passwords. You are not authorized to access any password-restricted areas unless you have received a password from Verdantix (or from your employer if your employer has been authorized by Verdantix to issue such password). You may not use another person's password to access the Site. If you are a Client, you are responsible for keeping your password confidential. You agree not to share your password with any other individuals or to otherwise allow any other individuals to access the Site or the Content through your account. You further agree not to reproduce, publicly display, perform, distribute, alter, transmit, create derivative works from or otherwise share any Content or portions or excerpts thereof from Restricted

Areas with any other individuals or third parties, except as expressly provided in these Terms of Use or in your Contract. You take full responsibility for any activity that occurs through the use of your account and you agree to notify us immediately if you become aware that any other individual has accessed your account or has obtained your password.

Proprietary Rights

For the purpose of the terms and conditions for the Site and the Contract between Verdantix and you or your employer, Verdantix-Owned Products include, without limitation, (i) materials that Verdantix makes generally available to certain of Verdantix's customers; (ii) Verdantix Works and any updates or modifications thereto; (iii) Verdantix's research methodologies, including without limitation, Verdantix's Green Quadrant, Critical Moments, Smart Innovators and Total Portfolio methodologies. Subject to the terms and obligations hereof, Verdantix grants users of the Site with a non-exclusive, non-transferable license to use any Verdantix-Owned Products that are provided via the Site for the user's internal business or academic purposes only. Client acknowledges that Verdantix-Owned Products are proprietary to Verdantix and are protected by UK and international copyright law and other intellectual property laws. Users shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Verdantix-Owned Product or any portion thereof, to any third party. All of the User's rights to use any Verdantix-Owned Products, including Verdantix Works, are expressly stated herein; there are no implied rights, and Verdantix reserves all rights not expressly granted to the User.

Orders

Order Confirmations placed by you ("Orders") for any of our reports or events ("Products") shall only be binding when accepted by us. You shall not cancel or amend an Order unless we have given our prior written consent. We shall assume that any person who places an Order on your behalf can bind you legally.

Events

Verdantix must receive written notification from the participating company of cancellation of a delegate pass at an event. If written notice of cancellation is received by Verdantix more than four weeks prior to the date of the event, Verdantix will refund 100% of the fee to the participating company. If written notice of cancellation is received by Verdantix less than four weeks prior to the date of the Event, the participating company shall be liable for 100% of the fee. Substitutions may be made at any time prior to the start of the Event. Please notify Verdantix in writing at contact@verdantix.com of any substitutions. Verdantix reserves the right to cancel an event at any time without liability. Should this occur, delegates will be offered an alternative date, a refund or a credit note.

Ownership

The legal and beneficial interest in all copyrights, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other proprietary rights as may exist anywhere in the world together with applications associated with any such rights ("Intellectual Property Rights") relating to the Product belong to us or our licensors, as the case may be, at all times. You obtain no Intellectual Property Rights in the Products pursuant to or arising out of this Agreement.

Charges and Payment Terms

Products bought online must be paid for in advance. Due to the nature of our Products, Verdantix does not offer refunds under any circumstances.

Warranties

We shall use reasonable effort to ensure the Product is provided to you in accordance with any specifications set out in the Order and accepted by us. We do not warrant that the Product will meet your requirements or that it will be complete, error free or delivered without interruption. Except as expressly set out in this Agreement, all express or implied representations, warranties, conditions and undertakings are excluded to the maximum extent permissible by law. You assume sole responsibility for the selection, suitability and use of the Product and acknowledge that except as stated above we do not provide any additional warranties or guarantees relating to the Product.

Intellectual Property Rights and Indemnities

You shall fully indemnify us in respect of any infringement of any Intellectual Property Rights ("IPR") arising as a result of your use of the Product in breach of the Agreement. You shall allow us (or our licensors) to control any proceedings arising as a result of any infringement, threatened infringement or claim relating to the IPR. You shall make no admission as to liability nor agree any settlement or compromise of any action. You shall, at our request and cost, offer such assistance as we may reasonably request in relation to any proceedings relating to our IPR. Any recovery obtained from such proceedings shall accrue solely for our benefit. If any infringement, threatened infringement or claim occurs in relation to any IPR, or if we consider that such a claim is likely to occur, we may in our absolute discretion:

- procure the right for you to use the Product free of the infringement claim; or
- replace or modify the Product to make it non-infringing; or
- terminate that part of the Product relating to the infringement (or potential infringement) and return any Charges paid by you in respect to that part of the Product in full and final settlement of any claims; or
- if none of these options is reasonably practicable, terminate the Agreement and return any Charges paid by you for the affected Product in full and final settlement.

Limitation of liability

We shall not be liable to you for any indirect or consequential loss, including loss of actual or anticipated profits, revenue, goodwill, anticipated savings or data, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total Charges received by us from you for the Product in the 12 months preceding the date the incident occurs.

Confidentiality

Consequent to placing an Order, Verdantix reserves the right to disclose the existence of the Agreement and that your organization is a Client of Verdantix. Notwithstanding this right of disclosure Verdantix shall not disclose information regarding the terms of the Agreement ("Information"). This obligation shall not apply to Information:

- which the receiving party can prove was in its possession at the date it was received or obtained; or
- which the receiving party obtains from another person with good legal title thereto; or
- which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- which is independently developed by or for the receiving party.

Notices

Any notice, invoice or other document shall be duly given if sent by post or facsimile to the other party's Company Secretary at its registered office or such other address as agreed. Notwithstanding the foregoing, notices in respect of termination or breach shall be sent by recorded delivery to the Company Secretary.

Force Majeure

We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained.

Further Provisions

The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorised representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

Marketing Usage Consent

I grant Verdantix permission to use my organization's logo to communicate that they provide research services to my firm. This permission is limited to use in Verdantix marketing and promotional materials, both in digital and print formats, solely during the term of our agreement. Verdantix agrees not to alter, modify or distort the logo. For further information contact marketing@verdantix.com.

Terms and conditions were last modified on September 28 2023