## **Terms and Conditions**

## Welcome to the Sustainability Client Academy

The content in the **Sustainability Client Academy (the platform)** has been compiled to help you understand the Environmental, Social and Governance (ESG) considerations of sustainability and show you how to incorporate these crucial components into decision-making for your organisation.

Before you use the platform, you need to read, understand and accept our terms and conditions of use (terms). Certain words in the terms are defined at the end of this section. If you do not agree to the terms, please do not use the platform.

- 1. You must submit accurate, current and complete information when you use the platform, and you must promptly update the information when necessary.
- 2. You warrant that you have the legal capacity and the authority to access the platform on behalf of your organisation.
- 3. The link to the platform has been provided for the exclusive use of your organisation. You warrant that you will not forward the link to anyone outside of your organisation.
- 4. You must not access or use the platform for any purpose other than what it was provided for, including any commercial endeavours.
- 5. We do not charge fees for the use of the platform. This may change and, if so, we will tell you beforehand. Data costs charged by your Internet service provider or mobile phone operator will apply when you use the platform. Any questions related to your data costs must be sent to them.
- 6. We must process your personal information when you register to use the platform and to make the platform available to you. We treat personal information in accordance with our privacy statement. This privacy statement is aligned with laws relating to the collection, sharing, use and protection of personal information and may be viewed on our website at <a href="https://www.standardbank.co.za/southafrica/personal/about-us/legal/privacy-statement">https://www.standardbank.co.za/southafrica/personal/about-us/legal/privacy-statement</a>.
- 7. We process all information collected or produced as a result of your use of the platform, including any ideas, suggestions, recommendations and experiences, and any other information that does not constitute personal information or intellectual property (feedback). We may use and incorporate feedback for the platform for purposes that we determine at our reasonable discretion, which may include marketing, diagnostics, analysis, development and promotion, without payment of royalties or other benefit to you.

- 8. You must maintain and secure your hardware and software (computer equipment and programs and communication systems) for best use of the platform and have appropriate software to protect your systems against fraud and cybersecurity attacks.
- 9. You must comply with all applicable laws and any policies, requirements and instructions related to your use of the platform.
- 10. We may modify or discontinue (temporarily or permanently) the platform or any part of it at any time, with or without notice.
- 11. We may terminate your access to the platform at any time and for any reason we consider appropriate.
- 12. Any licences or rights of use that may have been granted to you under the terms will cease to exist immediately on termination.
- 13. We and/or our third-party licensors own all intellectual property rights to the platform and all content published on it or sent to or from it.
- 14. Nothing on the platform is a licence (permission) to use any intellectual property without prior written permission from us or from any other party that has rights in the intellectual property.
- 15. We give you the right to use our intellectual property in and to the platform only for purposes of accessing and using the platform in line with the terms. You must not use our intellectual property for any other purpose. This right will commence when you access the platform and will end in accordance with the terms or on written notice from us if we believe or suspect that you are wrongly or unlawfully (illegally) using the platform, at which point you must immediately stop all use of all intellectual property on the platform.
- 16. You must not do the following in respect of our and/or third-party licensors' intellectual property:
  - a. Copy or claim to have any rights in such intellectual property.
  - b. Dispute or contest the validity of or our rights in such intellectual property; and
  - c. Damage or cause detriment to such intellectual property or to the reputation of or any goodwill associated with such intellectual property.
- 17. We provide the intellectual property on the platform without any warranty of any nature.
- 18. You will compensate us for any losses that we suffer because of your use of the intellectual property rights in and to the platform.
- 19. You must not establish a hyperlink, a frame, a metatag or a similar reference to the platform, whether electronically or otherwise, without our prior written consent.

- 20. We cannot guarantee that the platform will be available at all times. We may experience hardware, software or maintenance issues related to the platform, which may result in interruptions, delays or errors.
- 21. We reserve the right to change, suspend or discontinue the platform at any time or for any reason.
- 22. We will not be liable for any loss or damage you may incur as a result of your use of, or your inability to use, the platform, unless we have been grossly negligent or acted with harmful intent.
- 23. We are not responsible for losses caused by your reliance on any information we provide on the platform.
- 24. You may contact your relationship manager if you have a complaint or a question about the platform or the terms.

## Glossary

TERM	MEANING
API	Application programming interface, a set of functions and procedures enabling the creation of applications that access the features of or data from an operating system, an application or some other service.
Applicable laws	Laws, legislation, regulations, statutes, by-laws, consents and other codes of any relevant governmental authority and any other instrument having the force of law that may be issued and in force in any relevant jurisdiction in respect of the platform and the activities performed on it or the API accessed through it.
Content	Information, data, documents, pages, videos and images.
Intellectual property	Works of copyright, trademarks (statutory and common law), patentable inventions, patents, protectable design subject matter, designs and domain names, including applications, registrations and unregistered forms of any of these, as well as all other intellectual property rights (registered or unregistered) and the right to apply for all or any of these.
Organisation	An entity that has a legal and separately identifiable existence.

TERM	MEANING
Personal information	Information as defined in the data protection laws applicable in the country/ies that you, we and/or the third parties operate in and applicable to our use of the information.
Platform	The platform, as updated from time to time and controlled by us, that provides an interface through which you can access the content.
Process/ing	As defined in the data protection laws applicable in the country/ies that you, we and the relevant third parties operate in and applicable to our use of your personal information.
Us/we/our	The Standard Bank Group
You/your	Refers to any person accessing the platform through the link we provide.