



## **KPMG Quick Assessment ESG Health Check Terms of Use (“Terms”)**

*Last Updated: 20-04-2021*

The terms “You”, “Your” and “Yours” when used in these Terms means each specific user of the Quick Assessment Tool (the “Services”) provided via this [website](#) (the “Website”). The terms “We”, “Us” and “KPMG” mean KPMG Advisory N.V.

1. Use of the Website, its content including the provided assessment (the “**Assessment**”) and the Services provided via the Website, is limited to the purpose(s) for which it has been established.
2. You are authorized to complete this assessment on behalf of your organization and disclose the provided information for the use of the Assessment.
3. You must not:
  - a. copy, translate, modify, adapt or create derivative works from the Website and/or the Assessment;
  - b. create Internet "links" to the Website and/or the Assessment or any KPMG content, or "frame" or "mirror" any Website and/or the Assessment or any KPMG content on any other server or wireless or Internet-based device;
  - c. attempt to discover or gain access to the source code of the Website and/or the Assessment or reverse engineer, modify, decrypt, extract, disassemble or decompile the software it employs;
  - d. attempt to interfere with the proper working of the Website and/or the Assessment and, in particular, must not attempt to circumvent security, license control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Website and/or the Assessment or any associated website, computer system, server, router or any other internet-connected device;
  - e. obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of the Website and/or the Assessment;
  - f. and shall not permit any other authorized user or other third party to do any of the foregoing.
4. In an ongoing effort to better understand and serve our users, KPMG oftentimes conducts research using aggregated data. Aggregated data includes all data (including without limitation, demographics, metadata, behavior and other raw data collection based on information provided to Us by You and any third party), except for personal data, which is compiled and analyzed on an aggregated basis. KPMG may share this aggregated data with its other Member Firms, affiliates, agents, government agencies and business partners. This aggregated data does not intentionally identify You personally except as may be required to comply with any law or regulation. KPMG also may disclose aggregated data in order to describe Our services to current and potential business partners, and to other third parties for other lawful purposes.



5. You acknowledge that all intellectual property rights in the Website and/or the Assessment, including any output resulting from Your use of the Website and/or the Assessment, are owned by KPMG or its licensors. You acknowledge that you acquire no right or interest of any kind in or to the Website and/or the Assessment and that KPMG is allowed to reuse and disclose any output resulting from your use of the Website and/or the Assessment for any purpose whatsoever.
6. You acknowledge that access to the Website and/or the Assessment may be suspended, limited, denied or disabled at any time and that content posted on the Website and/or the Assessment and any output resulting from your use of the Website and/or the Assessment may not be recoverable.
7. KPMG reserves the right to terminate your access to the Website and/or the Assessment for any reason, including in the event KPMG becomes aware of any unauthorized use of the Website and/or the Assessment or any breach of these Terms You.
8. You acknowledge that, whilst KPMG has designed the Website and/or the Assessment with information security in mind and has taken steps to safeguard the security of the Website and/or the Assessment, KPMG cannot guarantee that the Website and/or the Assessment is invulnerable to hacking or other unauthorized access by third parties. Client also acknowledges that transmission of information over the Internet is not entirely secure and there is always the possibility of unauthorized interception by third parties.
9. KPMG does not guarantee that (any content posted on) the Website and the Assessment will be free from viruses and/or other code that may have contaminating or destructive elements. It is Your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy its particular requirements as to the safety and reliability of content it provides and accesses through the Website and/or the Assessment. KPMG accepts no responsibility for the content of any third party websites, hyperlinks to which may be featured on the Website and/or the Assessment.
10. To the extent that KPMG processes any personal data, KPMG shall use all reasonable endeavors to ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data; and process such data in accordance with applicable law as set out in [KPMG's Privacy Statement](#) which applies to the Website and the Assessment.
11. If You breach any of its obligations under these Terms and any claim is made or threatened against either KPMG or KPMG International Cooperative (individually and collectively "the **KPMG Party**") by a third party, You shall compensate the KPMG Party, hold the KPMG Party harmless and reimburse the KPMG Party for and protect the KPMG Party against, any loss, damage, expense or liability incurred by the KPMG Party which results from or arises from or is connected with any such breach and any such claim. If any payment is made by You under this clause You shall not seek recovery of that payment from the KPMG Party at any time. In this clause "the KPMG Party" includes each and all partners, members, directors, employees, agents of the KPMG Party together with any entity controlled by or associated with the KPMG Party.



12. You are solely responsible for all use You make of the Website and the Assessment. Except as expressly set out in these Terms, no implied conditions, warranties or other terms apply to the Website and the Assessment, any KPMG content or the output resulting from your use of the Website and/or the Assessment . Nothing in these Terms limits or excludes KPMG's liability for death or property damage caused by its negligence or for fraudulent misrepresentation or any other liability that may not, under applicable law, be limited or excluded. Subject to the foregoing, in no event shall KPMG be liable to You for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.
13. KPMG reserves the right to update or modify these Terms at any time and from time to time upon notice provided by KPMG by updating the “Last Updated” date in the heading of these Terms.

[end]