

Terms & Conditions

These Terms and Conditions of Use regulate the use of the Natural Value Performance (NVP) digital platform, so it is recommended to read them before continuing this visit/analysis.

If you do not agree to the Terms and Conditions, you should not use the digital platform www.app.nvp.pt.

1. General information

The entities that own this digital platform are NBI - Natural Business Intelligence, NIPC 515935239, headquartered at Régia Douro Park 5000 – 033 Andrães, Vila Real, Portugal, hereinafter also referred to as NBI, and L.C.S.D - Data CoLAB Association - Collaborative Laboratory for Data-Driven Innovation Services, NIPC 516540068, headquartered at Avenida de Cabo Verde, Lote 1, 4900-568 Viana do Castelo, hereinafter also referred to as Data CoLAB.

Throughout the website, the terms "we", "us", "our" and "Owner Entities" refer to both of the aforementioned entities.

2. Natural Value Performance (NVP)

Through this digital platform, we provide tools, data and guidance for companies to assess and manage the way they interact with nature. In this way, we support a positive economy based on natural capital.

3. Definitions

For the purposes of these Terms and Conditions, the concepts *listed below* shall have the following definitions:

- 3.1. "**NVP Platform**" corresponds to the domain <https://www.app.nvp.pt>.

- 3.2. **"Website"** corresponds to the [domain https://www.nvp.pt](https://www.nvp.pt), and is regulated by the Terms and Conditions contained therein.
- 3.3. **"Account"** corresponds to the User's "space" on the digital platform. It consists of the set of personal information provided by the User/Subscriber and credentials, in order for them to be able to access and use the NVP Platform, in order to provide them with the services that the NVP Platform provides.
- 3.4. **"Subscriber" / "User"** is the Legal Person or Natural Person who, by creating an account on the Digital Platform, accesses it and uses its "Services". If you are a Legal Person, you may include several users in the same account.
- 3.5. **"Information"** refers to the data provided by NVP to its Users.
- 3.6. **"Services"** refers to the "base" services, provided through the NVP Platform. In addition, other services may be provided as requested by the Users.
- 3.7. **"Subscription"** refers to the intention of the User/Subscriber to have access to certain Services that are provided by the NVP digital platform, for a period of time, upon payment of a pre-stipulated amount.
- 3.8. **"Third Party(ies)"** means any person or entity that is not an employee, employee, member, partner or Associate of the User/Subscriber.
- 3.9. **"Content"** of the NVP Platform means all the information contained therein, namely, texts, images, photographs, videos, illustrations, logos, symbols, graphic design and *web design*.

4. Bead

- 4.1. In order to access and use the Services that the NVP Platform provides, you must create an Account.

- 4.1.1. To create your personal account, you will be asked to provide some personal information/data about yourself or your organization (e.g. name or firm/company name, country where you live/registered office, email address.).
 - 4.1.2. You may also be asked for other data/information, such as photography and commercial activity. This data will not be mandatory.
 - 4.1.3. The personal information/data requested varies according to the type of account you want to create.
 - 4.1.4. By providing us with your personal data/information relating to your company/organization, when creating an account on our Digital Platform, you represent and guarantee that all information provided is accurate and true.
 - 4.1.5. The User undertakes to update the information made available on the NVP Platform, whenever such data is essential and undergoes significant change.
- 4.2. In addition to the personal data that must be provided when creating the account, the User must choose a password/password to register on the NVP Platform. It is your responsibility to keep your password private/confidential. To this end, you should not give out your password to persons who should not have access to your account and you should take the necessary precautions to prevent unauthorised third parties from knowing about it.
- 4.3. We ask that you inform us immediately by e-mail to "info@nvp.pt" if your password has been misused or lost, or if there is a suspicion that another unauthorized person is accessing your personal account.
- 4.4. We recommend that you read our Personal Data Protection Policy for more information on this subject.

- 4.5. We do not allow systematic extraction of other users' content from the NVP Platform or the website. Therefore, the use of programs that extract files, e.g. *crawlers, spiders*, is prohibited.
- 4.6. We reserve the right, after prior notice, to temporarily block your account and/or delete you as a User if we become aware that you are in breach of these "Terms and Conditions". The foregoing does not affect any legal rights and obligations of the Parties.
- 4.7. The knowingly introduction of any viruses, Trojan horses, worms or other malicious software that is harmful to the NVP Platform into this NVP Platform is prohibited.
- 4.8. Unauthorized access to the NVP Platform, the server on which the NVP Platform is stored, or any server, computer, or database connected to the NVP Platform is prohibited.
- 4.9. Any practice on the part of the User that renders the NVP Platform inaccessible or inoperative is prohibited.
- 4.10. Violation of the provisions of this clause 4. constitutes a legally punishable infraction and will cause various damages to the entities that own the website and the NVP Platform. The User undertakes to indemnify the entities that own the NVP Platform for the direct and indirect damages that they may suffer or incur due to the violation of the provisions of this clause 4.
- 4.11. In the event of any violation by you, we will immediately prevent your right to access the NVP Platform.
- 4.12. If the provisions of clause 4.10 are met, we will report this to the competent authorities and we will cooperate with them by providing them with the necessary information for this purpose.

5. Subscriptions

- 5.1. If you opt for a paid subscription, the costs associated with the subscription start on the date you activate the subscription.
- 5.2. You can check the subscription prices on NVP's website at domain <https://www.nvp.pt>, or contact us for more details in info@nvp.pt.
- 5.3. The entities that own the website reserve the right to change the prices corresponding to the Subscription. In the event of a change, such information will be duly made available to Users.
- 5.4. If you do not accept the price change, you must cancel your subscription in a timely manner (up to a maximum of 30 days from the next renewal).
- 5.5. If you accept the price change corresponding to your subscription, the respective increase or decrease in cost will be reflected on the date of the subsequent renewal of your subscription.
- 5.6. Subscription fees are in no way refundable.
- 5.7. If you cancel your subscription or account, you will continue to have access to the Services until the end of the subscription period. At the end of this previously paid period, you will no longer have any access to the NVP platform.
- 5.8. If you/Subscriber wish to withdraw from your subscription, you must cancel your subscription by contacting us at info@nvp.pt.
- 5.9. If the User/Subscriber does not proceed under the terms described in the previous item, his/her subscription will be automatically renewed, for the period of time initially contracted.

6. Privacy/Personal Data

- 6.1. NBI and Data CoLAB are the joint controllers of the personal data of Users of the NVP Platform.
- 6.2. Users' personal data may be shared between the owners of the website and the NVP platform in order to administer their account/subscription.
- 6.3. For more information on how we use and manage your personal data, please read our Privacy and Personal Data Protection Policy, available at <https://www.nvp.pt/en/privacy-policy>.

7. Use of NVP Information and Services

7.1. The Subscriber may:

7.1.1. View and download information from the NVP Platform and store this information:

7.1.1.1. for own use; and/or

7.1.1.2. for use by employees of the User/Subscriber who work on the User's behalf and who have previously committed in writing to the User to use such information only for the purpose of advising the Subscriber, and such information remains confidential.

8. Content and Intellectual Property

8.1. This NVP Platform and its contents are the property of NBI and Data CoLAB, or their respective rights have been previously and duly licensed or assigned to NBI. In addition, the NVP Platform may contain images or other materials whose copyright belongs to third parties, such as suppliers or other entities that contribute to its creation or maintenance (for example, reference to stock photos).

- 8.2. This NVP Platform and its respective content are protected by Intellectual Property Rights (Copyright, Industrial Property Rights, as well as other related rights), personality rights (such as image rights), and respective applicable legislation, and the User is obliged to respect them.
- 8.3. The User may not use the NVP Platform, nor its contents, if such use is carried out for purposes and/or conditions other than those allowed in these Terms and Conditions, unless the prior written consent of both Entities Owners of the website (better identified above) have been obtained for this purpose.
- 8.4. Nothing in this NVP Platform shall be construed as granting any kind of license or other (unauthorized) use authorization to its Users.
- 8.5. The User/Subscriber, as well as its employees, members and associates, may not:
 - 8.5.1. Sell, publish, distribute, provide, display, transfer, license, lend or otherwise dispose of the Information, any portion thereof or derived therefrom by any means (including, without limitation, making material available through any website on a commercial or other basis), to any third party, without the prior written consent of both the Entities Owning the website and the NVP Platform.
 - 8.5.2. Remove, obscure or alter any Copyright notices that are displayed on the NVP Platform.
- 8.6. The User/Subscriber is responsible for his/her own acts, as well as for the acts of the persons to whom he/she has transmitted the information contained in the NVP Platform or to whom he/she has given permission to access it, for the misuse, disclosure of confidential information and any violation of these Terms and Conditions. Therefore, in these cases, the provisions of item 4.10 above apply, with the necessary amendments.

8.7. You are also responsible for purchasing and maintaining all hardware and software necessary to access and use the Information and Services described in these Terms and Conditions.

8.8. The use, reproduction, display or publication without permission of the logos/brands, available on the website and on the NVP Platform, as well as of third parties, is prohibited.

9. Content made available by Third Parties on the NVP Platform:

9.1. "Third parties", for the purposes of these "Terms and Conditions", are, inter alia (but not limited to), ESA – *European Spatial Agency* and other related entities, which provide access to *Copernicus Sentinel Data and Service Information*.

9.2. These Third Parties make available various content on the NVP Platform.

9.3. Notwithstanding what is referred to in the previous item, the Entities That Own this website and the NVP Platform are not responsible for any of the content made available by these Entities, since they do not have any interference in this information. In this way, the Entities That Own the website and the NVP Platform are exempt/free from any liability arising from such information/content.

9.4. Accordingly, the Entities That Own this NVP Platform are not responsible for, nor accept any liability, for any loss or damage that may arise from the use of this NVP Platform.

9.5. Those responsible for the content made available by the Third Parties are those Entities themselves, so it is recommended to read the Terms and Conditions, as well as the Policies of these respective Entities, which are available on their websites/platforms.

10. Scientific Analysis, Reports and Publications

10.1. The Information available on the NVP Platform is provided using additional support metadata, which, as a rule, describes the following:

10.1.1. The source of the data;

10.1.2. How the data was compiled;

10.1.3. Data considerations.

10.2. The User/Subscriber is obliged to comply with any stipulations contained in the terms of use of such data.

10.3. The Entities That Own this NVP Platform will, upon prior request, be prepared to provide guidance regarding such information to the User/Subscriber.

10.4. The Entities That Own this NVP Platform reserve the right to charge additional fees for the provision of these guidelines and correct interpretation of the Information mentioned in item 10.1 above.

10.5. In addition to what is referred to in the previous item, the Owners of the NVP Platform also reserve the right to comment on the quality of the Information provided by the NVP Platform, which is available in any analysis, report or publication (scientific or not).

10.6. With the use of the NVP Platform, the users/Subscribers authorize the Owing Entities to use copies of any material publicly available or made available by the users/subscribers and containing information resulting from the NVP Platform, for dissemination, advertising and commercial services, completely free of charge and without any costs and fees.

11. Taxes

11.1. Where applicable, VAT will be charged in addition to the Subscription Cost at the time of payment.

11.2. Regardless of the subscription chosen, the User/Subscriber is solely responsible for the payment of all taxes and any other charges levied by any government or governmental authority in connection with this subscription.

11.3. In addition, the User/Subscriber is also solely responsible for the payment of taxes and other charges related to any transactions that result directly or indirectly from the use of the website and the NVP Platform.

11.4. For the purposes of items 11.2 and 11.3, by way of example, any amounts due for VAT, sales, additional service taxes or any other applicable taxes shall be referred to.

11.5. In addition to the provisions of the previous items, with the use of the website and the NVP Platform, and, therefore, with the acceptance of these Terms and Conditions, the User/Subscriber agrees, from now on, to exempt the Responsible Entities from any responsibilities related to the payment of the taxes referred to in this clause.

12. Permissions and Waivers

12.1. Permission to use the NVP Platform Information in third-party scientific analyses, reports, publications, or online applications does not constitute a guarantee of such information and shall not be considered as authorization by the Owning Entities.

12.2. With respect to the representations of National Borders and Borders, the geographical designations on the NVP Platform do not imply the expression of any

opinion by us on the legal status of any country, territory or area, or on the delimitation of its borders or boundaries.

13. Information/Content Updates

13.1. Whenever possible, all information/content made available on the NVP Platform will have a publication/last change date.

13.2. The most recent versions of the Information made available on the NVP Platform supersede all their old versions.

13.3. You should only use the old versions if you need to analyse them, for example for scientific or research work.

13.4. It is the User/Subscriber's responsibility to check the date of the respective content, in order to verify that they are accessing the latest content.

13.5. The owners of the NVP Platform are not responsible for the use of outdated content by the User/Subscriber.

13.6. The Entities That Own the NVP Platform have no obligation to update the available content. Unless otherwise indicated, these entities do not guarantee the accuracy, timeliness or completeness of the contents of this NVP Platform.

14. Availability of access to the NVP Platform

14.1. The Owners of the NVP Platform do not guarantee the unlimited availability of the NVP Platform, as its use requires access to and connection to telecommunications networks that are outside of our control (e.g. satellite imagery provided by the *European Space Agency's Copernicus Sentinel Data and Service Information programme*).

14.2. The Owning Entities will make every effort to avoid any long-lasting interruptions of access to the website and the NVP Platform (e.g. for repairs, maintenance or upgrades).

14.3. The Owners reserve the right to update, correct, suspend, withdraw, discontinue or change all or part of our website and/or its content, at any time and without prior notice.

15. Exclusion of Liability and Indemnification

15.1. The NVP Platform Owners cannot guarantee that the NVP Platform or servers are secure/free or free from *bugs*, errors, viruses, Trojan horses, *worms* or other malicious software.

15.2. Therefore, the Entities That Own the NVP Platform shall not be liable for any loss or damage that the User/Subscriber may suffer by virtue of the use of the NVP Platform and the website, due to technically harmful material that may infect the equipment, computer programs, data or other material.

15.3. The User should therefore use their own antivirus software.

15.4. The "use" referred to in item 15.2 includes the downloading of content from the NVP Platform or from any website/link linked to it.

15.5. The User/Subscriber agrees to download and/or use the NVP Platform, Information and derivatives at his/her own risk.

15.6. You agree to protect, defend, hold harmless and indemnify the Entities Owning the NVP Platform, from and against any and all claims, liabilities, losses, costs, judgments, damages or causes of action of any third party, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any way from your use of the NVP Platform, Violation of these Terms and Conditions, or violation by any other member acting as a user authorized to access and use

the personal account, of any infringement of the intellectual property or other right of any person or entity.

15.7. You are also responsible for any act performed by your affiliates, agents or employees.

16. Continuous improvement

16.1. In order to be able to continuously improve the NVP Platform, Users may contribute with opinions and suggestions to the Entities Owning the NVP Platform, on the quality, reliability and accuracy of the information, among other relevant ones.

16.2. Any constructive opinion or suggestion you wish to make in order to improve the NVP Platform may be sent to the following email address: info@nvp.pt.

16.3. The above contributions, opinions or suggestions are made free of charge.

17. Applicable Law and Jurisdiction

17.1. In case of omission or difficulty of interpretation arising from these "Terms and Conditions", Portuguese law will apply.

17.2. Any dispute arising under these "Terms and Conditions" shall preferably be resolved amicably between the Parties.

17.3. If attempts at amicable negotiation are unsuccessful, the dispute shall be referred to arbitration, in accordance with the legal arbitration rules in force in Portugal.

18. Communications Between the Parties

Any communication, as well as any question, regarding these "Terms and Conditions" must be sent in writing, in Portuguese or English, to the following email address, namely: info@nvp.pt.

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