

EcoBeautyScore PLATFORM

Terms & Conditions Trial Access ('T&Cs')

These T&Cs outline the conditions applicable to cosmetics manufacturers interested in testing the EcoBeautyScore Platform before deciding whether or not to purchase a license. They shall apply to the trial access period only.

The undersigned commits itself to complying with all of the provisions therein.

The standard EcoBeautyScore Platform T&Cs applicable to those who choose to purchase a license can be obtained on request.

1. **Authorised representative:** These T&Cs must be signed by an authorised representative of the company benefiting from a Trial account (the 'Company').
2. **Limited access:** The Trial account allows Company to score a maximum of three (3) products from its European (including UK, Switzerland, Norway) portfolio (including affiliates).
3. **Access frequency:** Only one Trial Access is allowed per Company per twelve-month period.
4. **Single authorised user:** the Company may only provide access to the Trial account to one natural person employed by the company, excluding affiliates.
5. **Access duration:** Trial Access is limited to 30 (thirty) days.
6. **Non-commercial use:** Trial results may be used for internal and non-commercial purposes only.
7. **No publication:** It is strictly forbidden to share or publish externally from the Company, or to cause to share and/or publish externally from the Company, any results or data obtained from the Trial.
8. **Feature restrictions:** Some user features may be limited or disabled in the Trial environment.
9. **Ecoinvent and Spice terms and conditions:** the Company has acquainted itself, understands and agrees with Schedule 1.
10. **Confidentiality:** Any information made available to the Company and/or its Single Authorised User pertaining to the EcoBeautyScore Platform and/or associated products and/or services shall be considered Confidential Information and shall not be disclosed under any circumstances.

Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) was independently developed by the receiving party without breach of any obligation owed to the disclosing party; or (iv) is received from a third-party without breach of any obligation owed to the disclosing party.

Confidential Information of the disclosing party shall be disclosed by the receiving party only to its affiliates, representatives, employees, consultants, or professional advisers who (i) "need to know" the Confidential Information for purposes covered by these T&Cs and (ii) are bound by confidentiality obligations at least as strict as those included in these T&Cs.

The receiving Party shall be liable for any such affiliates', representatives', employees', consultants', or professional advisers' compliance with such confidentiality obligations.

11. IP: Nothing in these T&Cs shall be construed to be a transfer of intellectual property rights to the Company, Authorised representative, Single authorised user. In particular:

- all intellectual property developed by EcoBeautyScore, shall at all times remain the sole and exclusive property of EBS, regardless of when it was developed;
- all intellectual property developed by EcoBeautyScore service and data providers, including Pilario, shall remain the sole and exclusive property of the relevant service or data provider, regardless of when it was created or developed.

12. Compliance with laws: Company commits to respecting all applicable laws.

13. Data Protection: Company commits to respecting all applicable data protection laws.

- For each Authorised representative and each Single authorised user, EcoBeautyScore – and/or its EBS Platform Service Provider - will process the following personal data: *First name / Last name / Job title / Email address / Company*. This information will be retained on EcoBeautyScore servers and used to enable the Company to create a Trial Access account and Single authorised users to use the Trial Access account. The Authorised representative and Single authorised user may contact EcoBeautyScore at contact@ecobeautyscore.org and Pilario, EcoBeautyScore's current Platform Service Provider, at security@pilario.com in order to have their personal information verified and/or deleted and/or updated, or to withdraw consent to having it processed, at any time. EcoBeautyScore and Pilario will act within a reasonable time to carry out the changes requested. All personal data will be deleted within one week of the expiry of the relevant Trial account.
- To enable the creation of demo accounts, users' personal data (including first name, last name, job title, email address, and company) is collected through an online form hosted by the service Tally.so (<https://tally.so>). The authorised representative or the single authorised user may contact EcoBeautyScore at contact@ecobeautyscore.org at any time to verify, update, or delete their personal information, or to withdraw their consent for it to be processed.

14. Liability: Company shall be liable towards and indemnify EcoBeautyScore for any breach of these T&Cs. In particular, Company shall not:

- attempt to and/or reverse engineer, decompile, disassemble, derive the source code of the EcoBeautyScore Platform or other associated products or services;
- attempt to and/or modify, update, adjust, change, delete and/or alter any parameters of the EcoBeautyScore Platform and/or associated services and/or products, including - but not limited to - algorithms, the EcoBeautyScore Methodology, scale, system or software or any other component thereof;
- attempt to and/or amend and/or attempt to and/or remove any data from the EcoBeautyScore Platform and/or associated services and/or products, and/or any underlying databases for any purpose whatsoever.

13. Law and Jurisdiction: these T&Cs are governed by Belgian law; the commercial courts of Brussels are competent.

[Signature box]

☐ I acknowledge that I have read and accept the Trial Access Terms & Conditions *

[Free Trial Terms & Conditions](#)

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SCHEDULE 1 - SPICE AND ECOINVENT TERMS OF USE IN CONNECTION WITH THE USE OF THE EBS PLATFORM

By Accessing the EBS Platform, Company agrees that Company and its Authorised User are bound by the following terms of use (the 'SPICE & ECOINVENT ToUs'):

1. Company acknowledges and agrees that the SPICE & ECOINVENT databases, respectively, are incorporated in, and therefore used with, the EBS Platform.
2. Company acknowledges and agrees that SPICE & ECOINVENT are and remain the sole owner of their databases, respectively, and any raw data and confidential information included therein or related thereto. This does not affect the EBS assets which remain the property of EBS.
3. Company acknowledges and agrees that it is receiving a non-exclusive, non-transferable, non-sublicensable right to use the SPICE & ECOINVENT Databases, respectively, solely to the extent that they are incorporated into the EBS Platform.
4. Company is fully responsible and liable to SPICE & ECOINVENT for any misuse of their databases, by or its Authorised User, in violation of these SPICE & ECOINVENT ToUs and shall compensate SPICE & ECOINVENT for any direct consequences of such breach.
5. Company and its Authorised User shall not modify, reverse engineer, or deconstruct the SPICE & ECOINVENT databases, respectively, or attempt to do any of the foregoing with respect to the raw data, composition or structure of the SPICE & ECOINVENT databases, and shall not share the SPICE & ECOINVENT databases, respectively, or any part of its contents with any third party.
6. Company acknowledges and agrees that there is no warranty, whether express or implied, on the SPICE & ECOINVENT Databases, respectively; and hereby expressly acknowledges that SPICE & ECOINVENT disclaim all warranties of any kind, including without limitation all warranties of merchantability or fitness for any particular purpose, and all warranties arising from course of dealing or course of

performance or usage in trade with respect to the SPICE & ECOINVENT Databases, respectively.

7. Company acknowledges and agrees that the SPICE & ECOINVENT Databases, and all information provided in relation therewith fall within the scope of "Confidential Information" of SPICE & ECOINVENT, respectively, and shall be protected as such.

8. Company further agrees that it and its Authorised User shall not:

- a. use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the SPICE & ECOINVENT data and scores other than their access to such data and scores pursuant to the EBS Platform or otherwise expressly required by mandatory law;
- b. reproduce, disseminate or publicly display the SPICE & ECOINVENT data and scores, respectively, or any portion or derivation thereof;
- c. grant to any third party any rights regarding the SPICE & ECOINVENT data and scores, respectively (e.g., sub-licensing right);
- d. publish or make available to others derivative databases or datasets or database-like products using all or any portion of the SPICE & ECOINVENT data and scores, respectively, or derivation thereof;
- e. prepare extracts of the SPICE & ECOINVENT data and scores, respectively, or any portion or derivation thereof;
- f. use the SPICE & ECOINVENT data and scores, respectively, or any portion or derivation thereof, in any other product or service;
- g. use the SPICE & ECOINVENT data and scores, respectively, or any portion or derivation thereof, to provide any service for third parties;
- h. use web crawlers or any other types of software or hardware technology to automatically download or index SPICE & ECOINVENT data and scores, respectively;
- i. reverse engineer, decompile and disassemble the EBS Platform to derive the SPICE & ECOINVENT data and scores, respectively, therefrom;
- j. allow third parties to access the EBS Platform.

9. Company acknowledges and agrees that SPICE & ECOINVENT have beneficiary rights regarding the enforcement of the restrictions pursuant to the preceding paragraph.

10. In the event of a breach of the above, SPICE may elect to enforce its rights under French law before the Commercial Court of Paris and ECOINVENT may elect to enforce its rights under Swiss Law before the competent courts of Zurich.