

Sustainable Infrastructure Foundation

Website Terms of Use

1. Scope

The Sustainable Infrastructure Foundation (“SIF”) provides access to and use of this website (<https://public.sif-source.org/>) (the “Website”) subject to the following terms of use (the “Terms of Use”). These Terms of Use only apply to the access and use of this Website. Other websites or services provided by SIF are subject to specific terms of use or agreements.

By accessing and/or using this Website, the User agrees to be legally bound by these Terms of Use in their entirety without limitation or qualification.

2. Acceptable Use Policy

The User shall use the Website only for the purposes permitted by these Terms of Use and only for lawful purposes.

Without prejudice to the above, in particular, the User shall not

- mislead or deceive, including, but not limited to, misrepresent one’s identity or authority to act on behalf of another;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- interfere with or disrupt the operation of the Website or any another’s computer and software in any respect, including, but not limited to, by uploading or transmitting files that contain viruses, trojan horses, worms, time bombs, cancel bots or corrupted files;
- engage in systematic retrieval of content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes);
- create links to the Website without written permission from SIF;
- use the Website for any commercial or other purposes, such as advertising or offering to sell or buy any goods or services;
- use the Website to advertise or perform any unauthorized commercial solicitation, including, but not limited to, the solicitation of Users to become subscribers of other on-line information services competitive with SIF;
- use the Website in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- post, upload, distribute, transmit or otherwise make available through the Website any content that violates or infringes in any way the rights of others, including, but not limited to, the right of privacy and publicity;

- post, upload, distribute, transmit or otherwise make available or disclose through the Website any content in violation of intellectual property rights, such as copyright, patent, trademark, trade secrets or other proprietary rights;
- post, upload, distribute, transmit or otherwise make available through the Website any content that is unlawful, threatening, abusive, defamatory, indecent, vulgar, obscene, profane, racially or ethnically offensive, or otherwise objectionable or inappropriate;
- post, upload, distribute, transmit or otherwise make available through the Website any content that promotes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- post, upload, distribute, transmit or otherwise make available through the Website any content that contains advertising or any solicitation with respect to products or services;
- copy, store or otherwise access any content contained on the Website, unless expressly permitted by SIF or the applicable the third-party owner;
- use any content which is made available through the Website, in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any party;
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or the Website of software or other material contained in a file that is uploaded.

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4. Disclaimer and Limitation of Liability

a. Disclaimer of Warranty

This Website, together with all the information, content and material contained therein, is provided by SIF on an "as is" and "as available" basis, without representation or

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b. Limitation of Liability

To the fullest extent permitted by law, in no event will SIF or any of its Directors, Officers, Principals, Employees, Board Members, Interns, Volunteers, Agents and Representatives be liable to the User or any other person for any direct or indirect loss or damage whatsoever, including but not limited to loss of profit, sales, business; loss of business opportunity, goodwill or reputation; loss of data; liability, cost, claim, expense or damage of any kind, arising out of or related to the access to or use of or the inability to access to or use of this Website, as well as the use of or reliance on the Content held on or made available on this Website, regardless of the cause of action, even if SIF has been advised of the possibility of the same.

The User is entirely responsible for obtaining and maintaining any and all technical equipment, such as computer hardware, operating system and Internet access, needed to access and use this Website and for taking adequate and appropriate data security measures in accordance with good industry practice to protect against fraud or cyber-attacks on a continuous basis.

It is also the sole responsibility of the User to take security measures to protect its computer system, including, but not limited to, the installation of antivirus and firewall software.

5. Links to Third Party websites

The Website may contain links to websites operated by third parties. SIF has no control over the content of third party's websites. Links to third parties' websites are included solely for the User's convenience, and do not constitute any endorsement by SIF. The User acknowledges that by clicking on links to third party websites, the User leaves this Website. Access and use of such websites are at the User's own risk.

6. Privacy and Data Protection

The collection and use of personal data by SIF through its Website is subject to the terms of SIF's Privacy and Data Protection Policy, as modified from time to time. The

Privacy and Data Protection Policy is part of these Terms of Use and is incorporated herein by reference.

7. Changes to these Terms of Use

These Terms of Use as well as the Content contained in this Website are subject to change at any time and from time to time, without notice. Any changes SIF may make to these Terms of Use in the future will be posted on this page. Continued access to this Website following any modification of these Terms of Use will constitute the User acceptance of the Terms of Use as modified.

8. Other terms

These Terms of Use apply to the User's access and use of this Website. The access and use of SOURCE as well as related services are governed by particular terms of use and special conditions (collectively "SOURCE Terms and Conditions"). In the event of a conflict or inconsistency between these Terms of Use and SOURCE Terms and Conditions, SOURCE Terms and Conditions will govern the access and use of SOURCE and related services and prevail over these Terms of Use.

9. Governing law and Place of Jurisdiction

These Terms of Use shall be governed by, and construed in accordance with, the laws of Switzerland, without giving effect to any choice of law or conflict of law rules.

The User acknowledge the exclusive jurisdiction of the Courts of Geneva, Switzerland, to decide any dispute or claim arising out of or in connection with these Terms of Use or the use of this Website. An appeal before the Swiss Supreme Court is reserved.

10. Contact

Any questions, comments or requests regarding these Terms of Use should be addressed to legal@sif-source.org.