



Connecting Nature Enterprise Platform Terms of Use

Effective from 24 November 2022

Terms of Use

These are the terms of use for the Connecting Nature Enterprise Platform, an innovation owned and managed by Horizon Nua (registered number 616344), whose registered office is at 14 Marley Rise, Rathfarnham, Dublin 14 (“our”, “us” and “we”) which, along with our Privacy Policy, govern your access to and use of our platform (“Platform”) and its services.

We offer a broad range of services to individuals, start-ups, organisations, and other entities that are viewed, accessed and consumed both physically and virtually through a range of interfaces and devices such as our platform at www.naturebasedenterprise.eu and related sites, APIs, email services, plug-ins, applications, widgets, features, apps, and other technologies. We call these collectively “Service(s)” in our Policies.

These Policies apply to our provision of the Services unless we expressly state otherwise in writing, or we confirm that separate provisions apply in place of these Policies.

These Policies also apply to any information, pictures, audio, decks, videos or any other materials that are downloaded from, appear on or are uploaded to the Services.

Our Services are intended to assist nature-based enterprises accelerate the transition to a more sustainable future. We provide the Services to enable our community members to drive positive global change towards this mission.

Who can use the Connecting Nature Enterprise Platform?

In order to use the Platform:

- be 18 years of age or older;
- use your real name and the real name of your organisation as well as provide accurate, correct and truthful information;
- not allow anyone else to use your account or authentication information, or make it known to any other party;
- be allowed to use the Services under any and all laws that apply to you or our provision of the Services;
- have the authority to bind any organisation, government or legal entity on behalf of who you use the Services. In these circumstances, you represent, warrant and confirm that you are authorised by such organisation, government or legal entity to use our Services. If you are representing and binding an organisation, government or

legal entity to these Policies, all references to “you” and “your” will also be interpreted as referring to that entity; and

- not have had an account with us that was deleted by us due to your violation of these Policies.

If you use the Services, you agree to comply with the Policies.

What is the Privacy Policy and how does it relate to you processing personal information?

We use your personal information and any other information provided by you as part of the way in which we provide the Services. Our [Privacy Policy](#) sets out and describes how we collect, process, store and use your personal information. Your use of the Services shall be considered by us to be valid consent for us to process your personal information as part of our provision of the Services.

Use of the Connecting Nature Enterprise Platform

You may upload information including, but not limited to, files, images, documents, opinions and other material (“Content”) in relation to your use of the Platform. You shall at all times keep and retain all rights in relation to any Content you submit, provide, upload or make available through your use of the Services.

You represent and warrant that you have the right, title, licence or permissions required to submit, provide, upload, make available or interact with a part of your Content through the Services. You also represent and warrant that none of your Content is subject to anyone else’s copyright or other proprietary rights that you do not have a licence or permission to use.

You agree, confirm and acknowledge that you may not, at any time, submit, provide, upload or make available any content which, whether in whole or in part:

- is unlawful threatening, abusive, defamatory, obscene, indecent harassing or racially or ethnically offensive;
- is false or misleading material or message of any kind
- Infringes the copyright, trademark or other rights of third parties

You may not at any time :

- Distribute spam, chain letters, or promote pyramid schemes
- Distribute viruses or any other technologies that may harm the Platform or the interests or property of its users
- Impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of the Platform
- Copy, modify or distribute any other person's content without their consent

- Use any robot spider, scraper or other automated means to access the Platform and collect content for any purpose without our express written permission
- Harvest or otherwise collect information about others, including email addresses, without their consent
- Copy, modify or distribute rights or content from the Connecting Nature Enterprise Platform site, services, applications or tools or Connecting Nature Enterprise Platform's copyrights and trademarks
- Bypass measures used to prevent or restrict access to the Platform

When you use the Platform you create an account that you will be solely responsible for. You can control most of the communications from us to you through the Service. In some cases, we may need to communicate with you about matters, such as support messages, messages sent in the course of helping you manage your account, updates, service announcements and similar types that you may not be able to opt-out from receiving. These will be sent in accordance with the terms of our Privacy Policy.

You are solely responsible for all information that you submit to the Platform and any consequences that may result from contributing information. You continue to be responsible for ensuring that your content is accurate, does not include misleading information and is fully compliant with these Terms of Use. If you notice inaccuracies in your content after it appears on the site, please get in touch with us at info@naturebasedenterprise.eu.

We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms. We also reserve the right at our discretion to restrict a user's usage of the Connecting Nature Enterprise Platform either temporarily or permanently or refuse a user's registration.

Safety on the Platform

Horizon Nua as the Platform Manager works to keep the Platform website, services, applications and tools functioning properly and the community safe. Please report problems, offensive content and policy breaches to us immediately.

Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off the Platform if we consider that they are creating problems, infringing the rights of third parties or acting inconsistently with the spirit of our policies. However, whether we decide to take any of these steps, remove hosted content or keep a user off the Platform, or not, we do not have any obligation to monitor the information transmitted or stored on our website, services, applications and tools and we do not accept any liability for unauthorised or unlawful content on the Platform.

Global Features

Some of the Platform's features may display content you have submitted on other sites, services, applications and tools (such as those belonging to organisations that are partnered with or

otherwise working with the Platform). By using the Platform, you agree that your content can be displayed on these other sites, services, applications and tools.

Fees and Commercial Services

There are no fees for joining the Connecting Nature Enterprise Platform. You will be notified of any optional commercial services as they become available.

Content

The Service provides and makes available Content submitted by individuals and entities that have created an account on the Platform. Any Content provided by any of these account holders is the responsibility of that user. We do not provide any advice of any kind whatsoever including, but not limited to, investment advice.

In general, your use or reliance on any Content or other information, material, views or opinions in, or in relation to, the Services is at your own risk. You should exercise good judgement and caution as many individuals and entities add their information to the Service and we do not represent, warrant or guarantee in any way whatsoever that anything in the Service is reliable, accurate, correct, accurate or truthful. Content on the Platform is the sole responsibility of those that submit it and can be harmful, incorrect, inappropriate or offensive. Please note that we do not moderate Content on the Platform.

There are links to many third-party sites and resources on the Platform that are provided by third-parties, which are provided for your information. The presence of any link on the Platform does not mean that we have approved or reviewed them in any way and we make no representation, endorsement or recommendation of such links or their providers. We allow links in the Service to other websites that do not belong to us. The Policies apply only to the Service and not to any other websites, apps - really anything outside of the Connecting Nature Enterprise Platform and the services it provides. Third-party websites may have policies different from ours and you should read and comply with these policies. We are not responsible for the terms, privacy practices or content of any of these third-parties or any harm you may encounter as a result of misuse of your data.

Infringement

Do not post content that infringes the rights of third parties. This includes, but is not limited to, content that infringes on intellectual property rights such as copyright, design and trademarks. Entitled parties, in particular owners of copyright, trademark rights or other rights can report any content that may infringe on their rights and submit a request for such content to be removed. If a legal representative of the entitled party reports this to us in the correct manner, products infringing on the intellectual property rights will be removed by the Platform Managers.

Changes, Liability and General

We are constantly updating and improving the Platform and related services to make them better for the community and for you. This may result in changes to features and configurations of Services, changes in our policies regarding Content and the discontinuation of specific features at our sole discretion. It also may result in our need to update these Terms and the Policies so that they correctly describe the Services and what we are doing for you.

We will post any change to the Policies on the relevant webpage and, if the changes are significant, provide a notice on a page where you use the Services, or by sending you notification by email. We encourage you to review our Policies when you use the Services to stay informed. If you choose to continue using the Services after any updated Policies become effective you agree to be bound by the new Policies. If you choose not to continue using the Services you can close your account at any time by selecting the option to request deletion of your profile in the settings section of your personal profile and not using any of the Services anymore.

We will use reasonable care and skill in providing you the Services, but we can't guarantee that the Services will always be free from errors, always available or perfect and they may indeed cease operation, have errors or not operate as you desire. We shall not be liable to you in any way whatsoever for any loss, costs, expenses, claims or damages arising out of or in connection with your use of the Services whether the same are indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur.

If you have a dispute with one or more Platform users, you release us (our agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

These Terms and the other policies posted on the Connecting Nature Enterprise Platform constitute the entire agreement between the Platform and you, superseding any prior agreements. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

The Connecting Nature Enterprise Platform reserves the right to amend and update these Terms at any time.