

LandScale Platform

Terms of Use

The LandScale Platform (the “**Platform**”) is an online information system provided by the LandScale initiative (“**LandScale**”) to assess and communicate trusted landscape-level insights that help organizations deliver improvements in sustainability at scale. The LandScale initiative is led by its Steering Group, consisting of Rainforest Alliance, Inc., a New York not-for-profit corporation (“**RA**”), Verra, a not-for-profit organization incorporated in the District of Columbia, USA (“**Verra**”), and Conservation International Foundation, a public benefit corporation organized and existing under the laws of California, USA (together with RA and Verra, the “**LandScale Steering Group**”). The LandScale platform is jointly operated by RA and Verra (together, the “**LandScale Operators**,” “**we**,” “**us**” and “**our**”).

The following terms of use (“**Terms**”) govern your use of the Platform and any and all services made available by LandScale on the Platform (the “**Services**”):

In these Terms, the terms “**you**”, “**your**”, or “**User**” refer to you. The terms “**we**”, “**us**”, “**our**” or “**ours**” refers to the LandScale Operators. By creating an account and using the Platform, you agree to be bound by these Terms. If you are creating an account to use the Platform on behalf of an organization, then you are agreeing to these Terms for that organization and promising to us that you have the authority to bind that organization to these Terms (and, in which case, the terms “**you**”, “**your**”, or “**User**” refer to that organization). If you do not agree to be bound by these Terms, you should not accept these Terms, create an account, or use the Platform.

Your use of the Platform is also subject to the terms of any applicable Service Agreement signed by you or by any party that directly or indirectly engaged, commissioned, or requested you to participate in a LandScale assessment or to use the Platform (“**Service Agreement**”) and the [LandScale Communications and Claims Policy](#), as may be updated from time to time (the “**Comms & Claims Policy**”).

1. Definitions

- a. The [LandScale Terms and Definitions](#) provides the definitions of terminology used within the LandScale program.

- b. The following terms shall have the meanings set out below:
 - i. **Assessment Owner:** An individual who initiates and controls an assessment on the LandScale platform.
 - ii. **Assessment Co-Owner:** An individual who shares ownership of an assessment with the Assessment Owner.
 - iii. **Assessment Lead:** An individual who plays the role of project manager for an Assessment Team.
 - iv. **Assessment Specialist:** An individual who works on an assessment in a specific role.
 - v. **Assessment Team:** The group of individuals contributing directly to the creation of a LandScale assessment, consisting of the Assessment Owner, Co-Owner, Lead, and all Assessment Specialists
 - vi. **Local Reviewer:** An individual invited by an Assessment Team to review the results of a LandScale assessment prior to publication.
 - vii. **Results Consumer:** An individual permitted to access published landscape profiles and reports.
 - viii. **Guidelines and Resources:** The entire set of documents made available on the Platform for use by an Assessment Team.

2. Overview

- a. The Platform may be used to conduct and validate LandScale assessments and develop and publish Landscape reports. All Users must meet LandScale's registration requirements and be approved to use the Platform. Any use inconsistent with these Terms, the Comms & Claims Policy, or any applicable Service Agreement (including but not limited to the non-payment of any fees required under a Service Agreement) may result in the suspension or termination of your access to the Platform and/or access to your LandScale assessment by you or any Users linked to your LandScale assessment. We will not have any obligation to refund any fees if use of the Platform violates these Terms, the Comms & Claims Policy, or any Service Agreement.

3. Registration and User Accounts

- a. Access to the Platform is made available only upon completion of the registration process. Upon approval of your registration, an account with a username and password will be provided to you.
- b. You agree to provide us with current, complete and accurate information about yourself and your organization when completing the Platform's registration form. Anyone registering as a User must be at least 18 years of age.

- c. Once assigned an account username and password, you are responsible for keeping your username and password confidential and to safeguard and protect the access, use and security of your account information from unauthorized users. You are responsible for exercising complete control over all activities that occur within your account, including but not limited to uploading, posting and transmitting information to, on and through the Platform.
- d. You agree to notify us immediately of any errors in your account information via our technical support channel. We may terminate an account if fraudulent, abusive, or other illegal activity occurs on the account, and may, at our discretion, refer such activity to the appropriate law enforcement agencies.
- e. We reserve the right to refuse to open an account for any User at our absolute discretion, including but not limited to failure to provide sufficient information or documentation in connection with our registration requirements.
- f. The rights and privileges provided to you under these Terms are solely for your and your associated organization's benefit and are to be exercised only in connection with your use of the Platform. You may not assign, transfer or license any of the rights and privileges granted to you under these Terms other than as expressly permitted herein.
- g. You may close your account at any time by sending a request via our technical support channel or by writing to us, in accordance with Section 14 (Term, Termination and Suspension) below.
- h. If you have signed a Service Agreement:
 - i. You are responsible for ensuring that a user is designated as the Assessment Owner at all times. If an Assessment Owner closes his/her account, you must ensure that a successor is designated to serve as Assessment Owner for your LandScale assessment to whom Assessment Owner usage rights shall be transferred.
 - ii. If a LandScale assessment does not have any Assessment Owner at any given time, we shall suspend access to the Platform for all linked Assessment Team members and Local Reviewers until a new Assessment Owner is designated as directed by the Assessment Owner's affiliated institution or institution that signed this Service Agreement

4. Platform Information Terms and Conditions

- a. Each LandScale assessment may contain information input into the Platform by Users (the “User Content”). Users may input information into the Platform in accordance with the requirements and processes detailed in the Guidelines and Resources. Users may download, share, and publish information from the Platform in accordance with the Guidelines and Resources, the Comms & Claims Policy, and the provisions of this section.n.

- b. The User agrees to the following terms regarding information entered into, manipulated, managed, or otherwise processed within, or extracted from, the Platform:
 - i. You are responsible for your User Content and ensuring that you have the necessary legal rights to share that information with us. You may not input non-public data or documents that you do not have the right to disclose (such as confidential information of others).
 - ii. You may not input source data (i.e. raw data that has not been further processed, analyzed, or transformed) unless explicitly permitted by the Platform’s user interface instructions in the Platform. You may upload a limited volume of supporting documents.
 - iii. It is your responsibility to instruct us – via the Platform’s publication permissions functions – regarding which User Content may be published. You acknowledge that any User Content you choose to publish will be made accessible to and may be used by any User.
 - iv. You will not input any information that you know or should know (based on the data suitability evaluation criteria detailed in Guidelines and Resources, or otherwise) to be erroneous or misleading, including interpretive statements about the LandScale assessment results. It is your obligation to correct any incorrect or inaccurate information held in the Platform and, if the information has already been validated, inform us in writing of any changes to that information.
 - v. The Platform is intended solely to provide you with access to and use of the Services. It is not intended for use as a data backup or

storage site, or for any other purpose. You are solely responsible for ensuring that you maintain copies of any User Content.

- vi. In the event that you access any interface or information that is outside of your LandScale assessment and not published, you agree to (i) promptly notify us via our technical support channel or by writing to us and (ii) not disclose, disseminate, copy, or use any such information.
- vii. Without any further consent, notice, compensation or right of attribution to you or others, you hereby grant us the right to use (a) any and all User Content input into the Platform, by you or on your behalf, whether published or not, and (b) data related to your use of the Platform (“Usage Data”) for the following purposes:
 - 1. To make the Platform and its Services available to you and other Users and to make improvements thereto;
 - 2. To prepare and publish analyses or reports for purposes aligned with the vision and mission of LandScale (including but not limited to identifying common data gaps, understanding and communicating LandScale’s reach and impact, or marketing), provided, however, that any information used for such purposes will be aggregated and/or anonymized prior to publication;
 - 3. To improve the LandScale program by adopting, adapting, or otherwise making use of custom indicators, metrics, or other elements of landscape assessment;
 - 4. To improve the LandScale program in other ways that do not involve disclosing User Content or Usage Data; and
 - 5. To develop future products and services under LandScale or by the LandScale Operators.
- c. Further, you grant us the right to disclose User Content to third parties who have signed non-disclosure agreements with us for the purpose of researching, evaluating, monitoring, and analyzing topics related to landscape sustainability.
- d. For the avoidance of doubt, information that is published by you or on your behalf on the Platform is not considered to be confidential.
- e. You agree and acknowledge that LandScale shall be the sole owner of all data derived or inferred from user Content and/or Usage Data (“Derived

Data”). For the avoidance of doubt, Derived Data will not be made publicly available without anonymization and/or aggregation.

- f. We reserve the right to remove any information from the Platform, including any published reports, at any time if they violate these Terms or are harmful to the Platform, the LandScale program, or other Users as determined solely by us in our discretion.

5. Acceptable Use of Platform

- a. You are prohibited from:
 - i. Entering and using the Platform except as permitted under these Terms;
 - ii. Obtaining unauthorized access to other Users’ information or data, or otherwise breaching or attempting to breach the security of the other Users’ information or data;
 - iii. Misrepresenting yourself or your affiliated organization in connection with your use of the Platform, or knowingly uploading, posting or transmitting false, misleading, incorrect, inaccurate or incomplete information;
 - iv. Permitting unauthorized access to the Platform;
 - v. Uploading, posting, transmitting or disseminating any information that is offensive, libelous, defamatory, obscene, pornographic, vulgar, abusive, harassing, threatening, harmful to others or otherwise objectionable;
 - vi. Distributing or posting spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
 - vii. Interfering with or disrupting the use of the Platform by the LandScale Operators or other Users;
 - viii. Taking any action that may jeopardize the credibility, the purpose or the functionality of the Platform;
 - ix. Using the Platform to circumvent or manipulate any fee structure, billing process, or fees owed to LandScale or the LandScale Operators;

- x. Uploading, posting or transmitting a computer virus, worm or other contamination via or into the Platform;
 - xi. Engaging in unlawful activities in connection with the Platform, or in activities which place the LandScale Steering Group, LandScale, or other Users at risk of civil or criminal liability; or
 - xii. Otherwise acting in a way that may bring the Platform, LandScale, or the LandScale Steering Group into disrepute.
- b. Any use inconsistent with these Terms may result in loss of access to the Platform, cancellation of your registration, or other legal action.
 - c. In the event that any activities you undertake in connection with the Platform are found to be fraudulent or illegal, we reserve the right to refer the matter to the appropriate government authorities.

6. User Acknowledgments

- a. User acknowledges and agrees that the LandScale Operators are providing a service and, accordingly, acknowledges and agrees that:
 - i. Neither LandScale, the LandScale Steering Group nor their members and their subsidiaries or affiliates have any special or fiduciary relationship to the User;
 - ii. LandScale, the LandScale Steering Group and their members, subsidiaries and affiliates are not the User's agents or advisors;
 - iii. These Terms create no relationship of partnership, joint venture, employment, franchise, or agency between the User and LandScale, the LandScale Steering Group or their members, subsidiaries and affiliates; and
 - iv. The LandScale Operators may (1) temporarily or permanently cease to operate the Platform; and (2) terminate or suspend a User's access to the Platform in accordance with Section 14 (Term, Termination and Suspension).

7. Intellectual Property

- a. The LandScale Operators are the exclusive owners of LandScale and LandScale's name, logo, trademarks, and websites (the "**LandScale Marks**"). Each member of the LandScale Steering Group is the exclusive

owner of its respective name, logos, seals, certification marks and other trademarks. You may not reproduce or otherwise use the LandScale Marks or any marks of the LandScale Steering Group members without prior written permission from us. Nothing contained herein grants you with a license to use any marks of the LandScale Steering Group members.

- a. You agree to use the LandScale name and logo only in accordance with the Comms & Claims Policy. You must cease any use of the LandScale name or logo if we determine, in our sole discretion, that such use misrepresents or reflects poorly on LandScale or the LandScale Steering Group.
- b. Other than your User Content (which shall be licensed to the LandScale Operators), the Platform, the materials within the Platform (including the Guidelines and Resources), and any and all intellectual property, including without limitation, any patent, industrial design, mark, copyright, proprietary information, design, process, method or methodology, technique, procedure, manual, research, tool, questionnaire, template, guideline, standard or know-how, and all aspects thereof, related to the Platform (the “**Platform IP**”), shall belong exclusively to, and may not be used in any way without prior written permission from the LandScale Operators or other than as expressly permitted under these Terms. No title to or ownership of the Platform IP, or any part thereof, shall be transferred to you as a result of your use of the Platform.
- c. The Platform IP is proprietary to LandScale. You agree not to sell, license, rent, modify, distribute, copy, reproduce, reverse-engineer, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from, the Platform IP, including the Guidelines and Resources. You agree to keep the Guidelines and Resources confidential within your Assessment Team and not disseminate them outside of the Assessment Team. You may not alter documents downloaded from the Platform that are affixed with copyright notices.
- d. You agree not to infringe the copyrights or other intellectual property rights of the LandScale Steering Group members, the LandScale Operators, or any other Users who input information into the Platform. You must report immediately to us any actual or suspected violations of copyright or intellectual property rights of which you become aware, whether such actual or suspected violation involves the rights of the LandScale Steering Group members, the LandScale Operators, other Users, or any third party.
- e. You agree that the LandScale Operators shall have perpetual, nonexclusive, worldwide, sub-licensable, royalty-free and irrevocable license to your User Content, including any custom indicators, metrics, or other elements of landscape assessment developed by you or your agents and submitted via

the Platform, for purposes of delivering the Platform and its Services and improving the LandScale program.

8. Representations, Warranties and Covenants

- a. You represent that:
 - i. If you are an organization, you are duly organized and validly existing and in good standing under the laws of the jurisdiction of your formation;
 - ii. You have the full power and legal right and all corporate and other authority for you to enter into and perform your obligations under these Terms and engage in all activity on or relating to the Platform;
 - iii. Prior to submission, you have examined the information submitted by you, or on your behalf, to LandScale via the Platform, and, to the best of your knowledge and belief, such information is accurate, complete and not misleading;
 - iv. All rights, title, and interest in all information input into the LandScale Platform by you, or on your behalf, are held by, or licensed to, you or the User submitting such information on your behalf, or are otherwise derived from sources which are publicly available; and
 - v. Any publication of results bearing the LandScale name or logo outside of the LandScale Platform will be done in full accordance with the Comms & Claims Policy.

- b. You further covenant that:
 - i. You will maintain your user ID and password in strict confidence;
 - ii. You will take all appropriate steps and precautions to safeguard and protect the access, use, and security of the Platform against unauthorized users; and
 - iii. You will promptly notify us via our technical support channel of any suspected or actual unauthorized use of the Platform or other breach of security that you become aware of.

9. Warranty Disclaimers

- a. The Platform and its contents are provided to you on an “as is” and “as available” basis. We make no representations or warranties, express or implied, with respect to the Platform or any portion thereof, including any warranties of merchantability, suitability, fitness for a particular purpose, title, or non-infringement of copyright, trademark or patent rights of others. We do not represent or warrant that the information or data available on or provided by the Platform will be accurate, complete, current, or error-free. We take no responsibility and assume no liability for any User Content in the Platform. We make no representations or warranties as to the Platform’s availability, reliability, adequacy, security, or freedom from bugs, errors, disruptions, defects, or viruses. Anyone who accesses the Platform is responsible for implementing their own procedures and protections against possible damage to hardware, software and systems.
- b. We are not responsible for your acts or omissions or the acts or omissions of third parties who input or review information in the Platform or from whom information is obtained for inclusion in the Platform. We are not responsible for any decisions made using the Platform or information from the Platform, including claims and LandScale assessment results.
- c. We reserve the right to make changes or improvements to the Platform, its Services, the software behind the Platform, or to update or correct information or data on the Platform, at any time. The Platform may be unavailable for use during these activities.

10. Limitation of Liability

- a. The User assumes full responsibility and risk of loss resulting from use of the LandScale Platform and will have no claim whatsoever against LandScale, the LandScale Steering Group, and their members, subsidiaries, and affiliates. You use the Platform at your own risk.
- b. To the maximum extent permitted by law, in no event shall LandScale or the LandScale Steering Group or their members, subsidiaries and affiliates be liable to User, any customer of User, or any other person and/or entity for any claim, demand, cause of action, damages, judgment or settlement, or for any loss or injury to earnings, profits, or good will, or for any direct or indirect consequential damages (including attorney fees and court costs) (“Losses”), arising out of or related directly or indirectly to: (1) the use of the Platform, (2) any failure or delay in including updated materials on the Platform, (3) any errors, omissions, or inaccuracies in User Content, (4) any

libelous, defamatory, obscene, pornographic, vulgar, abusive, harassing, threatening, harmful or otherwise objectionable or illegal content on the Platform, (5) any infringement of another's rights, including intellectual property rights, (6) any unauthorized access to or alteration of transmissions of information or data on the Platform, any failure of information or data to transmit, or any loss of data, (7) any bug, virus, trojan horse or the like that may be transmitted to or through the Platform by any third party, or (8) any decisions made or actions taken in reliance upon the Platform or information on the Platform, including any transactions or arrangements entered into in connection with use of the Platform.

- c. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability will apply to the fullest extent permitted by law.

11. Indemnification

- a. You agree to defend, indemnify and hold harmless LandScale, the LandScale Steering Group, their members, affiliates and subsidiaries, and their respective officers, directors, representatives, agents, designees, employees, consultants, service providers, suppliers, and successors and assigns (the "**LandScale Indemnified Parties**"), against any Losses arising out of or related to: (1) your use of the Platform; (2) your failure to comply with these Terms, including the breach of any warranty, representation or covenant made by you; and (3) the your failure to comply with the terms and conditions of the Comms & Claims Policy.

12. Privacy Policy

- a. Our [Privacy Policy](#) describes how we collect and use your personal information when you visit our website, contact us, or use any of our services, including the Platform.

13. Communications

- a. We may send you electronic mail regarding changes to the Platform or its Services. We may also send you electronic mail for the purpose of obtaining feedback on your use of the Platform. Information obtained by us through communications with you will be used to improve the Platform and better understand your needs. You are responsible for ensuring that your contact details as set forth in the Platform remain accurate at all times.

14. Term, Termination and Suspension

- a. These Terms commence on the date you first accept them via the Platform's acceptance function and will remain in effect until these Terms are terminated or updated.
- b. Either you or we (each a "**Party**") may terminate these Terms at any time (i) with cause, if the other Party fails in any material respect to observe or perform any of its obligations under these Terms, which failure is not remedied within thirty (30) days after receipt of written notice from the non-breaching Party specifying such failure, or (ii) with or without cause, upon at least thirty (30) days prior written notice of termination to the other Party. Further, we may terminate your account immediately and without any prior notice if we have instructions to do so from your affiliated institution or organization.
- c. We may suspend your account at any time and without prior notice if (1) your use of the Platform violates any provision of these Terms, (2) we believe your use of the Platform, as determined in our sole discretion, is harmful to the Platform, the LandScale program, or other Users, (3) you are in material breach of any applicable Service Agreement, or (4) we are instructed to do so from your affiliated institution or organization.
- d. Upon termination or suspension, you will not be allowed to access your account or any information or data associated with your account. Subject to applicable data protection laws and regulations, we reserve the right to: (a) continue displaying, within the Landscape linked to you, your location, summary information, profile (if applicable), and any reports linked to you, at our discretion, and; (b) we may also maintain copies of any User Content, User Data, Derived Data, published results or reports, and any other data or information associated with a suspended or terminated account, and use such data or information in accordance with Section 4 (Platform Information Terms and Conditions) above. Termination or suspension shall not relieve you of any payment obligations by you of amounts outstanding under an applicable Service Agreement. If you believe termination or suspension of your account was made in error, please contact us at info@landscale.org.
- e. Those provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, Sections 4, 6, 7, 9, 10, 11, 14 and 17 will survive the termination or expiration of these Terms.

15. Notices

- a. We may notify you via postings on the Platform, our website, via email, or any other means to the contact address you provide to us.
- b. Other than communications required via our technical support channel, all notices given by you or required from you under these Terms shall be in writing and addressed to:

Verra
Attn: LandScale Platform Administrator
One Thomas Circle, NW, Suite 1050 Washington, DC 20005
Email: info@landscale.org

and

Rainforest Alliance, Inc.
Attn: LandScale Manager
125 Broad Street, 9F, New York, NY 10004 USA
Email: info@landscale.org

16. Trade Control Laws

- a. You confirm that you are not, and will not, while using the Platform be (a) organized under the laws of or located in a country or territory sanctioned by the U.S. European Union (“**EU**”), or the United Kingdom-; (b) part of, nor owned or controlled by, the government of a country or territory sanctioned by the U.S., EU or the United Kingdom; or (c) subject to sanctions under U.S., EU, United Kingdom or other law, including through listing on a sanctions list or ownership or control by one or more parties subject to sanctions. You must promptly notify the LandScale Operators if you cannot comply with this section at any point while you are using the Platform or have an account in the Platform. You agree at all times to (i) comply with Trade Control Laws (as defined below); (ii) ensure that all of your agents and successors comply with Trade Control Laws; and (iii) refrain from taking any actions that would subject the LandScale Operators to penalties or adverse consequences under Trade Control Laws.
- b. For purposes of this provision, “Trade Control Laws” means U.S., European Union (“**EU**”)/EU member state and United Kingdom sanctions and export control laws and regulations and other applicable sanctions regimes, including, without limitation, United Nations sanctions that are implemented by the national legislation of United Nations member states, the economic

sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control and export control laws and regulations administered by the U.S. Department of Commerce, Bureau of Industry Security.

17. General

- a. To the extent permitted by law, these Terms shall be governed by, and construed in accordance with, the laws of the State of New York, in the United States of America..
- b. You agree that, in the event of any dispute, controversy or claim by you relating to these Terms, you and the LandScale Operators shall first seek to resolve the dispute through informal discussions. In the event that you and we do not resolve the dispute through informal discussions, you agree that any disputes shall be resolved as follows: (a) if you are domiciled in the United States, through litigation in a court of competent jurisdiction in New York City, New York, USA; (b) if you are domiciled outside the United States, through binding arbitration in New York City, New York, U.S.A, in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as in effect at the time of the claim. The appointing authority shall be the International Centre for Dispute Resolution (“**ICDR**”). The case shall be administered by the ICDR under its Procedures for Cases under the UNCITRAL Arbitration Rules. The language of the arbitration shall be English. The dispute shall be resolved by three arbitrators, who shall be appointed as follows: (i) you shall select one arbitrator; (ii) the LandScale Operators shall select another arbitrator; and (iii) within 30 days of the appointment of the second arbitrator, the two appointed arbitrators shall select the third arbitrator. If the arbitrators selected by you and the LandScale Operators are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICDR. The decision of the arbitrators shall be final and binding upon the parties to the arbitration and their respective successors and assigns, and you and we agree that judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as may be required by law, neither you, we, nor any arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration.
- c. In the event that any part of these Terms is deemed to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the remaining provisions of these Terms shall remain in full force and effect.
- d. Our failure to exercise or enforce any right or provision contained in these Terms shall not constitute a waiver of that right or provision.

- e. These Terms, together with any applicable Service Agreement and the Comms & Claims Policy, constitute the entire agreement between you and the LandScale Operators regarding the use of this Platform, and supersede all prior writings or understandings between you and the LandScale Operators with respect to the Platform.
- f. If you have agreed to these Terms and a Service Agreement, in case of conflict, the provisions in the Service Agreement shall prevail over these Terms.
- g. The LandScale Operators reserve the right to, and may from time to time, change or modify these Terms. It is your responsibility to review these Terms periodically because your continued use of the Platform signifies your acceptance of any changes to these Terms. The date on which these Terms was last modified shall be posted at the bottom
- h. If you have any questions or comments about these Terms or registration on the Platform, please contact info@landscale.org.
- i. Version 1.0 Last Modified: November 1, 2021

I accept the LandScale Platform Terms of Use and I am authorized by my organization to do so.

I acknowledge receipt of [LandScale's Privacy Policy](#).