



Ogier Global ESG Align – Understanding Risk

Terms and Conditions

Addendum to Terms and Conditions of Business – Sustainable Investment Consulting

1 Introduction and Definitions

1.1 Unless otherwise defined herein or in the [Authorised Person T&C link](#), defined terms shall have the same meaning as set out in the Ogier Global Terms and Conditions applicable to you and which are available here.

1.2 Ogier Legal Shared Services Limited for itself and on behalf of Ogier Group has the right to grant a sub-licence to the Client, Client Entities and its Authorised Persons to use and access Ogier Global ESG Align Training.

2 Application of Terms and Conditions and Variation

2.1 These Terms and Conditions apply to the operation and access to Ogier Global ESG Align - Understanding Risk training and should be read in conjunction with any Client Agreement. Unless expressly agreed otherwise or expressly set out herein in the event of any inconsistency between the Ogier Global ESG Align – Understanding Risk - Terms and Conditions and any Client Agreement, the terms of the Client Agreement shall prevail.

2.2 Provision of access to Ogier Global ESG Align Understanding Risk shall constitute a Service for the purposes of the Client Agreement.

2.3 We reserve the right to vary these Terms and Conditions from time to time, including during the course of the provision of the Services, without your prior consent. These Terms and Conditions and any future variations will be published [here](#) by way of public notice to all current and prospective clients. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such variations.

2.4 Each Authorised Person is required to accept the Authorised Person Terms and Conditions on access to Ogier Global ESG Align – Understanding Risk. Such terms and conditions are incorporated herein by reference. In the event of any inconsistency between the Ogier Global ESG Align – Understanding Risk Terms and Conditions and the Authorised Person Terms and Conditions, the terms of the Ogier Global ESG Align – Understanding Risk Terms and Conditions shall prevail.

3 Grant of Licence

3.1 In connection with the provision of access to Ogier Global ESG Align – Understanding Risk as a Service, Ogier shall grant a non-exclusive,

non-transferable, revocable, limited license to the Client, Client Entities and each Authorised Person to use of and access to Ogier Global ESG Align – Understanding Risk in accordance with these Terms and Conditions.

4 System Administrator

4.1 You may designate one individual to be a System Administrator. A System Administrator is an Authorised Person for the purposes of these Terms and Conditions and the Authorised Person T&C.

4.2 Upon receipt of instructions from you, Ogier Global will grant each System Administrator the appropriate permissions for that System Administrator to create and manage accounts for Authorised Persons.

4.3 Ogier Global may rely on Proper Instructions in granting permissions to System Administrators. In providing those Proper Instructions the person providing such instruction is warranting that they have full capacity and authority to do so.

5 Authorisation of Authorised Persons

5.1 You authorise Ogier Global to allow Authorised Persons to use and access Ogier Global ESG Align – Understanding Risk. By authorising Ogier Global to allow Authorised Persons to use and access Ogier Global ESG Align – Understanding Risk, you are agreeing to those Authorised Persons having access to the Training Content.

5.2 We do not permit (a) anyone other than the relevant Authorised Person to use an account established for them and in their name; or (b) access through a single name or account being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorised use.

5.3 You and each System Administrator undertake to immediately take all steps as is necessary to revoke or restrict any Authorised Person's access in the event they have ceased or will cease to be entitled to be an Authorised Person. Ogier Global will not be liable for any loss, injury, claim, liability or damage arising as a result of you or a System Administrator failing to revoke or restrict access, or for any delay in revoking or restricting access.

5.4 Ogier Global may regulate and restrict access in accordance with its access and security procedures in effect from time to time, including requiring entry of Security Information.

5.5 You are responsible and liable for the actions and omissions of your Authorised Persons as if they were your actions or omissions.

6 Liability and Disclaimer

6.1 To the fullest extent of law, we:

- a) expressly disclaim all warranties, including the warranties as to satisfactory quality and fitness for a particular regulatory compliance purpose;
- b) disclaim all responsibility to you, any Authorised Persons or System Administrators, or any third party for any loss, injury, claim, liability or damage of any kind resulting from, arising out of or any way related to any Client, Client Entity's or any Authorised Persons regulatory compliance obligations;
- c) shall not be liable to you or any third party for any loss, injury, claim, liability or damage of any kind resulting from your use of Ogier Global ESG Align – Understanding Risk or the Training Content; and
- d) shall not be liable to you or any third party for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever in any way due to, resulting from, or arising in connection with the use or the inability to use Ogier Global ESG Align – Understanding Risk or the Training Content or arising from any delays, inaccuracies, errors in, or omission of any Training Content, or for any actions taken or not taken in reliance on the Content or by reason of non-performance or interruption, or termination of access to Ogier Global ESG Align – Understanding Risk or the Training Content.

6.2 Any Assessment Certificate generated as a result of your use of Ogier Global ESG Align – Understanding Risk does not constitute legal or regulatory advice and no reliance may be placed on it. Any such Assessment Certificate is intended for guidance only and, where necessary, independent legal or regulatory advice should be sought.

6.3 Any Continuing Professional Development (CPD) certificate issued by Ogier Global to the Authorised Person(s) is evidence that the individual (who has completed the relevant course) has, to the satisfaction of the Client, undertaken the training and passed their own assessment criteria. Any CPD certificate issued by Ogier Global is not to be confused with any governmentally recognised qualification and as such should not be regarded as certifying competence in performing a particular role, treatment or activity so may not be sufficient to obtain liability insurance.

7 Termination

7.1 The provision of access to Ogier Global ESG Align – Understanding Risk may be terminated by Ogier immediately upon notice to you and

shall automatically terminate upon termination of the Client Agreement.

7.2 On termination for any reason all rights granted to the Client, Client Entity and any Authorised Person under this licence shall cease and the Client, Client Entity and any Authorised Person shall cease all activities authorised by this licence.

February 2023