

## NatCap Map - Terms and Conditions

In these Terms, we refer to Natural Capital Research Limited (whose registered office is 8 King Edward Street, Oxford, OX1 4HL) as "**We**", "**Us**" and "**Our**" and we refer to the contracting party who accesses Our Platform or places an Order with Us as "**You**" and "**Your**".

### 1 INTERPRETATION

#### 1.1 The following definitions and rules of interpretation apply in these Terms:

**Agreement:** the agreement between You and Us for the supply of Our Services on these Terms and the terms of any Order.

**Business User:** where You use the Services for Your commercial purposes;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Consumer:** has the meaning given to it in the Consumer Rights Act 2015.

**Content:** means any data, mapping and other content and documentation or support materials and updates included in and/or supplied by or through the Platform, in Reports or in any other way by Us in connection with the Services.

**Fees:** the fees payable by You to Us for a Report or a Subscription (as applicable) in accordance with clause 5.

**Group Companies:** Your subsidiaries, holding companies or subsidiaries of such holding companies.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Licensed Use:** has the meaning given in clause 4.1.

**Order:** Your request submitted to us for a Report, a Subscription or for a Report in connection with Your use of the Subscription (as applicable).

**Platform:** Our web-based ordering systems, mapping and viewing tools which may be accessed via the website at natcapmap.com and includes the Content and any Service, Report, software, data-set, or other information contained in or on such systems and tools.

**Report:** any Content that We provide to You in the form of a map and/or report in respect of any chosen report area.

**Services:** means the provision of any service by Us pursuant to these Terms, including without limitation, the Reports, Subscriptions, the use of the Platform (whether or not You place an Order).

**Subscription:** means any subscription for Our Reports purchased by You.

**Subscription Period:** in respect of a purchased Subscription, each successive period of 12 months, or any other period as agreed with Us in Your Order.

**Subscription User:** means any individual who accesses and uses the Services on a Subscription basis.

**Supplier:** means any third party organisation that provides data, services, software, information and other content or functionality of any form to Us.

**Terms:** these terms as amended from time to time in accordance with clauses 2.6 and 12.4.

**Website:** means <https://www.natcapresearch.com> and [www.natcapmap.com](http://www.natcapmap.com)

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to "**writing**" or "**written**" includes email.

## 2 **BASIS OF CONTRACT**

- 2.1 These Terms govern the relationship between Us and You when You purchase Reports or Subscriptions from Us or otherwise use Our Services. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms, when You place any Order or pay for any Reports or Subscriptions.
- 2.2 You will be required to register Your details and open an account using the Platform to place Orders and access Reports. Submission of Your registration and Your use of such Services shall be deemed acceptance of these Terms. You shall ensure that all information provided when submitting Your registration is up to date, true, accurate and complete. Each registration is for the registered organisation only and must not be shared with any third parties (including for the avoidance of doubt any of Your Group Companies or, if You are a public body, any government entity associated with You). We do not permit You (whether a pay-as-you go user or a Subscription User) to share user names and passwords with any other person nor with multiple users on a network. We reserve the right to suspend or terminate Your access to the Platform or block Your ability to place Orders in the event of any breach of this clause 2.2.
- 2.3 It is Your responsibility to maintain the confidentiality of Your password and those of any Subscription Users for whom You are responsible and You are responsible for all activity that occurs under such user names and passwords. We will not be liable where Your password or those of Subscription Users for whom You are responsible are used by someone else. You should notify Us immediately of any unauthorised use of passwords and any breach of security as soon as You become aware of it.
- 2.4 You shall ensure that all details that You provide in relation to Your Order are complete, accurate and correct in all respects. We shall not be liable for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Service relates to the correct report area.
- 2.5 These Terms apply to the exclusion of any other terms that You may seek to impose

or incorporate, even if such other provisions are submitted in a later document or purport to exclude or override these Terms, and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

- 2.6 We may vary these Terms at any time, whether to comply with any applicable law or regulatory requirement or for any other reason whatsoever with immediate effect and without prior notice. Any variation to these Terms shall be posted on Our Website and on the Platform and shall apply to all Subscriptions then in effect and all Orders following such variation. Your continued Orders shall be deemed an acceptance by You to be bound by any such varied Terms.

### 3 SUPPLY OF SERVICES

- 3.1 We will use reasonable endeavours to deliver Our Services in accordance with the time frames specified on Our Platform. You acknowledge and agree that time shall not be of the essence in providing the Services.
- 3.2 We warrant that Our Services will be provided using reasonable care and skill.
- 3.3 We may discontinue or change the Services or the Platform (in whole or in part) and/or the Content made available through such Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. We will use reasonable endeavours to ensure that any such discontinuation or change does not adversely affect any then-current Subscriptions.

### 4 LICENSED USE

- 4.1 We grant You a non-exclusive, perpetual, non-transferable licence to use Reports and the Content for:
- 4.1.1 where You purchase Our Services as a Business User, Your internal business use only; or
- 4.1.2 where You purchase Our Services as a Consumer, Your private non-commercial use only,
- (each the "**Licensed Use**").
- 4.2 You may make the Reports and Content available to any person who acts for You in a professional or commercial capacity in relation to the site. All other uses of the Content other than as permitted by these Terms are strictly prohibited.
- 4.3 You acknowledge and agree that Your Licensed Use does not include any right to sub-license or provide copies or extracts of the Reports and/or Content to third parties (including for the avoidance of doubt any of Your Group Companies or, if You are a public body, any government entity associated with You), or to copy, modify, extract or re-utilise any information or data within such Content other than as expressly set out in clause 4.1.
- 4.4 You shall not be entitled to resell or rent any Content or otherwise any supply products incorporating such Content for commercial sale or rental.
- 4.5 You shall not reverse engineer, scrape, separate or otherwise tamper with the Reports Content so that Content or algorithms and models that underpin the Content

can be extracted and used for any purpose other than Your Licensed Use.

- 4.6 You shall use Your best endeavours to use adequate technological and security measures, including measures We or Suppliers may reasonably recommend from time to time, to ensure that all Content which You hold or are responsible for is secure from unauthorised use or access.
- 4.7 No third party shall be entitled to rely on the Content (including for the avoidance of doubt any of Your Group Companies or, if You are a public body, any government entity associated with You). You acknowledge and agree that any party, other than You, who relies on the Content does so entirely at its own risk, including, without limitation, any insurers. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance upon the Content.
- 4.8 You agree that You will not use the Services in any way that is disparaging of Us or that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or do anything that may cause damage to the Platform or Our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Platform security measures or attempt to do any such acts.
- 4.9 If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.

## **5 FEES AND PAYMENT**

- 5.1 Subject to clauses 5.2 and 5.3 Fees shall be payable to Us when You place Your Order.
- 5.2 In respect of Subscriptions, on your initial Order and on each renewal of the Subscription Period. Where You do not pay the Fees on each such Order or renewal via the Platform, You agree that You will pay the Fees at the rates set out in Our invoice within 30 days of the date of such invoice without deduction, counterclaim or set off.
- 5.3 Fees for Subscriptions shall be payable in advance on either an annual or monthly basis as agreed with You in Your Order.
- 5.4 If You do not pay any amounts due and payable by the due date, We may, without prejudice to any other rights and remedies We may have:
  - 5.4.1 disable Your password, account and access to all or part of the Services and We shall be under no obligation to provide any or all of the Services while any amounts remain unpaid; and
  - 5.4.2 charge interest, accruing on a daily basis, on the overdue amount at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002, commencing on the due date and continuing until fully paid, whether before or after judgment together with any fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002.
- 5.5 All amounts and fees stated or referred to in these Terms shall be: (i) payable in

pounds sterling; (ii) non-cancellable and non-refundable and payable without deduction or withholding; and (iii) exclusive of value added tax, which shall be added at the appropriate rate together with any other applicable indirect taxes related to Your use of the Services.

5.6 We shall be entitled to change the Fees (other than Fees for any then-current Subscriptions) at any time by updating the Fees on Our Platform. We shall not be required to notify You in advance of any such change to the Fees and any further Orders for Reports shall be deemed acceptance of any such change.

5.7 We shall be entitled to change Our Fees for Subscriptions prior to the renewal of any Subscription Period upon at least 90 days' prior notice to the You.

## **6 SUBSCRIPTIONS**

6.1 The Subscriptions available to You, and the Services included within such Subscriptions, are as described on Our Website.

6.2 Where You purchase a Subscription, Your use of the Services shall be subject to limitations on the number of Reports and size of sites, as specified in the applicable Subscription package description.

## **7 INTELLECTUAL PROPERTY RIGHTS**

7.1 You acknowledges and agrees that We and Our Suppliers own all Intellectual Property Rights in the Services, Reports, Content and Platform. These Terms do not transfer, assign or grant You any rights in or to the Services, Reports, Content and Platform, other than the right to use them in accordance with these Terms for the Licensed Use.

7.2 The names, images and logos identifying Us or Our Suppliers are proprietary marks and may not be reproduced or otherwise used without Our express prior permission.

7.3 You shall ensure that acknowledgements of trade mark, copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or Our Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

7.4 You agree to notify Us should You suspect any infringement of Our or any of Our Supplier's Intellectual Property Rights.

## **8 CONFIDENTIALITY**

8.1 Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Reports, the Content and all information relating to our Platform and Services and You agree to use adequate technical and organisational measures to protect such confidential information from unauthorised use.

8.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.3.

8.3 Each party may disclose the other party's confidential information:

- 8.3.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8.3; and
- 8.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms.
- 9 **DATA PROTECTION**
- 9.1 Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided to Us by You.
- 10 **LIMITATION OF LIABILITY**
- 10.1 Except as expressly and specifically provided in these Terms:
  - 10.1.1 You assume sole responsibility for results obtained from the use of the Services and any conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, provided to Us by You in connection with the Services or for any use of the Services other than in accordance with these Terms; and
  - 10.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.
- 10.2 Nothing in these Terms excludes or limits the liability of either party for death or personal injury caused by that party's negligence, wilful default, for fraud or fraudulent misrepresentation.
- 10.3 Where You purchase Our Services as a Business User, Subject to clause 10.2, We shall not be liable to You whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of anticipated savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.
- 10.4 Where You purchase Our Services as a Consumer:
  - 10.4.1 if We fail to comply with these Terms We are responsible for any loss or damage suffered by You that is a foreseeable result of Our breach or caused by Our negligence, but We shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us when the contract was formed; and
  - 10.4.2 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused

by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the Services and Content including the right to receive Services and Content which are fit for any particular purpose made known to Us and supplied with reasonable skill and care; and

- 10.4.3 in no event shall We be responsible for any:
  - 10.4.3.1 losses that were not directly associated with any breach of the Terms by Us or result from any negligent act or omission by You or a third party.
  - 10.4.3.2 business losses (including loss of profit, loss of business, business interruption or loss of business opportunity); or
  - 10.4.3.3 losses to non-Consumers.
- 10.5 Subject to clauses 10.1,10.2, 10.3 and 10.4, Our total aggregate liability to You in contract or tort (including negligence) or for breach of statutory duty or otherwise shall not exceed the greater of: (a) £10,000; and (b) a sum equal to the Fee payable for the relevant Report or Subscription.
- 10.6 You acknowledge that the Content that the Services are based on is partly derived from third party sources and predictive modelling techniques. Therefore, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a Service which resulted from a reasonable interpretation of the Content.
- 10.7 You acknowledge and agree that:
  - 10.7.1 We will not be held liable in any way if a Report is used otherwise than as provided for in these Terms and/or in the Report;
  - 10.7.2 You shall not have any claim or recourse against any Supplier;
  - 10.7.3 We do not warrant that the online supply of Platform, Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). We will not be liable to You or to any other person in the event that all or any part of Our Platforms is discontinued, modified or changed in any way;
  - 10.7.4 the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your intended purpose;

- 10.7.5 no physical inspection of the sites reported on is carried out as part of any Services offered by Us;
- 10.7.6 We do not warrant that all land uses or features whether past or current will be identified in the Services nor that the Services include any information relating to the actual state or condition of any site and as such the Services should not be relied upon as a final determination of asset value or taken to indicate or exclude actual fitness or unfitness of a property site for any particular purpose or used as a substitute for any physical investigation or inspection of the site; and
- 10.7.7 You may not rely on a Report more than 12 months after it was originally provided.

## 11 **TERMINATION**

- 11.1 Where You purchase a Subscription, this will continue for the initial Subscription Period and shall be automatically renewed for successive Subscription Periods, unless:
  - 11.1.1 either party notifies the other party of termination, in writing, at least 60 days prior to the end of the then-current Subscription Period, in which case the Subscription shall terminate upon the expiry of the Subscription Period as applicable; or
  - 11.1.2 otherwise terminated in accordance with these Terms.
- 11.2 For the avoidance of doubt, in the event that the You terminate Your Subscription prior to the end of the then-current Subscription Period, You shall be required to pay the Subscription Fees for the unexpired portion of the Subscription Period.
- 11.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - 11.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - 11.3.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
  - 11.3.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 11.4 On the termination or expiry of this Agreement for any reason:
  - 11.4.1 all licences granted under this Agreement shall immediately terminate and You shall immediately cease all use of the Services and Content;
  - 11.4.2 You shall within 30 days of termination destroy any Content in Your possession;

- 11.4.3 You may retain copies of the Content in the form in which it was delivered to you as part of your records following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a) You shall not disclose Content retained under this clause 11.4.3 to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (b) You must store such Content separately from any other data which You hold; and (d) We shall have no liability for Your use of it following termination or expiry of the Agreement;
- 11.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 11.4.5 any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## 12 GENERAL

- 12.1 **Force majeure.** Neither party shall be liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings.**
- 12.2.1 We may at any time assign or transfer the Agreement.
- 12.2.2 The Agreement is personal to You. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without Our prior written consent.
- 12.2.3 We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.
- 12.3 **Entire agreement.** The Agreement constitutes the entire agreement between the parties relating to the supply of Services to You by Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 12.3 shall limit or exclude any liability for fraud.
- 12.4 **Variation.** Except as set out in clause 2.6, no other variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.5 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided

under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement deleted under this clause 12.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 12.7 **Notices.**

12.7.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified on Our Website.

12.7.2 Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; or (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.7.3 This clause 12.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## 12.8 **Third party rights.**

12.8.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

12.8.2 We may rescind or vary the Agreement without the consent of any other person.

## 12.9 **Dispute Resolution Procedure**

12.9.1 If any dispute arises out of or in connection with the Terms of the Agreement or their validity ("**Dispute**") the parties undertake, subject to clause 12.9.2, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation.

The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 12.10.

12.9.2 Clause 12.9.1 shall be without prejudice to the rights of termination stated in clause 11.1 and in addition shall not prevent Us from:

12.9.2.1 applying for injunctive relief in the case of: (i) breach or threatened breach of confidentiality; or (ii) infringement or threatened infringement of Our or Our Suppliers' Intellectual Property Rights; or

12.9.2.2 pursuing a debt claim for the payment of the Fees.

#### **12.10 Governing law and Jurisdiction.**

The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 12.9, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.