

GaiaScore

ESG Reporting & Sustainability Intelligence Platform

TERMS OF SERVICE

Effective Date: 1 January 2025 · Version 1.0 · GaiaScore Ltd

These Terms of Service ("**Terms**") govern your access to and use of the GaiaScore platform, including all software, services, APIs, and related tools (collectively, the "**Platform**") provided by GaiaScore Ltd ("**GaiaScore**", "**we**", "**us**", or "**our**"). By creating an account, accessing the Platform, or clicking "I agree", you confirm that you have read, understood, and agree to be bound by these Terms.

If you are accepting on behalf of an organisation, you represent that you have authority to do so. If you do not agree, you must not use the Platform.

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1. Definitions

For the purposes of these Terms, the following definitions apply:

- **"Account"** means a registered user account that grants access to the Platform.
- **"Assessment"** means an ESG (Environmental, Social and Governance) data submission created by a User within the Platform.
- **"Content"** means any data, text, reports, scores, recommendations, frameworks, badges, and other materials generated by or through the Platform.
- **"Data Requests"** means requests sent within the Platform to collect ESG data from other members of an Organisation.
- **"ESG Data"** means Environmental, Social, and Governance metrics and disclosures submitted by Users.
- **"Organisation"** means a company, business, or entity registered for a GaiaScore account.
- **"Permitted User"** or **"User"** means any individual authorised by an Organisation to access the Platform.
- **"Plan"** means the subscription tier selected: Lite, Standard Pro, Professional Pro, or Enterprise.
- **"Platform"** means the GaiaScore web application, APIs, mobile applications, and all related services.
- **"Subscription"** means the recurring fee arrangement under which access to Platform features is granted.

2. Eligibility and Account Registration

2.1 Eligibility

You must be at least 18 years of age to use the Platform. The Platform is intended for business and professional use. Individual consumer use is permitted on the Lite plan for personal carbon tracking purposes only.

2.2 Account Registration

To access the Platform, you must create an account by providing accurate, current, and complete information. You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account. Notify GaiaScore immediately at support@gaiascore.com of any unauthorised use.

2.3 Organisational Accounts

Organisations may invite team members to their workspace. The Organisation Owner is responsible for ensuring all Users comply with these Terms.

2.4 Roles and Permissions

The Platform operates on a role-based access model:

- **Owner** — Full control including billing, organisation deletion, and all features.
- **Admin** — Full control except billing and organisation deletion. Can manage members.
- **Contributor** — Can create and edit Assessments, Action Plans, Targets, and Data Requests. Cannot manage members or billing.
- **Consultant** — Read-only access. Can view all data and reports but cannot create, edit, or delete content.
- **Viewer** — Read-only access equivalent to Consultant for internal team members.

3. Subscription Plans and Billing

3.1 Plans

GaiaScore offers the following subscription tiers:

Plan	Monthly	Annual	Key Features
Lite (Free)	£0	£0	3 frameworks, basic assessments, limited reports
Standard Pro	£100/mo	£1,100/yr	All frameworks, Advisory AI, Action Plan, Materiality, Data Requests
Professional Pro	£250/mo	£2,500/yr	All Standard + API, Audit Log, Custom Frameworks
Enterprise	Custom	Custom	All features + SSO, White-label, Supply Chain, dedicated support

3.2 Billing

All Subscription fees are billed in advance on a monthly or annual basis. Prices exclude applicable taxes. GaiaScore reserves the right to change pricing with 30 days written notice.

3.3 Payment

Payments are processed via Stripe. By providing payment details, you authorise recurring charges. GaiaScore does not store full payment card details.

3.4 Free Tier

The Lite plan is provided free of charge subject to platform limits. GaiaScore reserves the right to modify Lite plan features with reasonable notice.

3.5 Refunds

GaiaScore operates a 14-day refund policy for new paid subscriptions. Requests must be submitted to support@gaiascore.com within 14 days of the initial charge. Refunds are not available for annual subscriptions after the 14-day window or for partial billing periods.

3.6 Non-Payment

If payment fails after three retries over seven days, paid features will be restricted. Your data is retained for 90 days following suspension before permanent deletion.

4. Permitted Use and Restrictions

4.1 Permitted Use

You may use the Platform solely for lawful business purposes in connection with ESG reporting, sustainability tracking, stakeholder disclosure, and related activities.

4.2 Prohibited Activities

You agree not to:

- Use the Platform for any unlawful, fraudulent, or deceptive purpose.
- Submit false or misleading ESG data with intent to misrepresent your Organisation's performance.
- Reverse-engineer, decompile, or extract the source code of the Platform.
- Scrape or extract data using automated tools without prior written consent.
- Interfere with or disrupt the Platform's infrastructure, servers, or networks.
- Resell or sublicense the Platform without an explicit written agreement.
- Attempt to circumvent any security or access control mechanisms.
- Use AI Advisory features to generate misleading regulatory disclosures or fraudulent reports.

4.3 AI Features

AI-powered features (Advisory Chat, scoring, recommendations) are guidance tools only and do not constitute professional legal, financial, or regulatory advice. Review AI-generated content with qualified professionals before formal submissions.

4.4 API Usage

API access is available on Professional Pro and Enterprise plans. API usage is subject to rate limits. Excessive use degrading Platform performance for others may result in throttling or suspension.

5. Data, Privacy and Security

5.1 Your Data

You retain full ownership of all ESG Data you submit. GaiaScore does not claim ownership rights over your data. You grant GaiaScore a limited licence to process your data solely to provide the Platform services.

5.2 Data Processing

GaiaScore acts as a data processor for personal data contained in your submissions. We process such data in accordance with UK GDPR and the Data Protection Act 2018. A Data Processing Agreement is available upon request.

5.3 Data Requests Feature

The Data Requests feature allows sending ESG data collection forms to Organisation members. Recipients must be authorised Users. You are responsible for ensuring appropriate consent and lawful basis for any personal data collected.

5.4 Anonymised Analytics

GaiaScore may use aggregated, anonymised data for platform improvement and industry benchmarking. No Organisation-specific data will be published in an identifiable manner without consent.

5.5 Data Retention

Your data is retained during your active subscription and for 90 days following account closure. You may export data at any time from the Reports section.

5.6 Security

GaiaScore implements encryption at rest and in transit (TLS 1.2+), access controls, rate limiting, and regular security reviews. You are responsible for securing your account credentials.

5.7 Third-Party Services

The Platform integrates with Stripe (payments), Resend (email), and Anthropic (AI). Use of these services is subject to their respective terms and privacy policies.

6. Intellectual Property

6.1 GaiaScore IP

The Platform, including scoring methodologies, ESG frameworks, badge systems, design, and documentation, is the exclusive intellectual property of GaiaScore Ltd. Nothing in these Terms transfers ownership of GaiaScore's IP to you.

6.2 ESG Frameworks

References to GRI Standards, TCFD, IFRS S1/S2, UN Global Compact, VSME, and B Corp are owned by their respective organisations. GaiaScore's alignment tools are proprietary, but underlying framework standards remain the IP of their owners.

6.3 Licence to Use

GaiaScore grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for internal business purposes during your active Subscription.

6.4 Feedback

Feedback you submit grants GaiaScore an irrevocable, royalty-free licence to use it for any purpose, including Platform improvement, without obligation to compensate you.

6.5 Report Outputs

ESG reports and outputs generated from your data are owned by your Organisation. You may share, publish, and distribute them freely.

7. ESG Scoring, Badges and Recommendations

7.1 Scoring Methodology

GaiaScore's scoring engine produces ESG scores as internal management tools and indicative benchmarks only — not official ratings, certifications, or regulatory assessments.

7.2 Accuracy

Score accuracy depends entirely on the accuracy and completeness of data you submit. GaiaScore does not independently verify your ESG data. You are solely responsible for data accuracy.

7.3 Badges

Platform badges recognise ESG milestones based on submitted data. Badges are internal recognition tools and do not constitute third-party certification or regulatory compliance confirmation.

7.4 Framework Alignment

Alignment indicators for GRI, TCFD, IFRS S1/S2, VSME, B Corp, and UNGC are guidance tools only. Formal framework compliance requires independent assessment by the relevant standard-setting body.

7.5 Advisory AI

AI Advisory outputs are generated by large language model technology and may contain inaccuracies. They do not constitute professional advice. Consult qualified ESG professionals for formal regulatory submissions.

8. Confidentiality

Each party agrees to keep confidential all non-public information of the other party designated as confidential or that a reasonable person would consider confidential. Confidential Information includes your ESG data, business strategies, and GaiaScore's proprietary technology, pricing, and methodology.

This obligation does not apply to information that: (i) is publicly available through no fault of the receiving party; (ii) was known prior to disclosure; (iii) is independently developed; or (iv) is required by law to be disclosed, with reasonable prior notice where permitted.

9. Limitation of Liability and Disclaimers

9.1 Platform Provided "As Is"

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. GAIASCORE DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 Limitation of Liability

GAIASCORE'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF: (A) FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM; OR (B) £500.

9.3 Exclusion of Consequential Damages

GAIASCORE IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, DATA, OR GOODWILL.

9.4 Force Majeure

GaiaScore is not liable for failure or delay resulting from causes beyond its reasonable control, including acts of God, pandemic, government action, or internet outages.

9.5 Regulatory Compliance

GaiaScore does not guarantee that use of the Platform ensures compliance with any ESG regulation or reporting standard. You are solely responsible for regulatory compliance.

10. Indemnification

You agree to indemnify and hold harmless GaiaScore, its directors, officers, and employees from claims arising out of:

- Your use of the Platform in violation of these Terms.
- Your ESG Data, including claims that it infringes third-party rights.
- Your violation of any applicable law or third-party right.
- Misrepresentation of your Organisation's ESG performance based on Platform outputs.
- Any use of Platform outputs in formal regulatory submissions that proves inaccurate.

11. Term and Termination

11.1 Term

These Terms commence on account creation and continue until terminated by either party.

11.2 Termination by You

You may terminate at any time via support@gaiascore.com or the account closure option in Settings. Termination takes effect at the end of the current billing period. No refund for remaining period unless within the 14-day window.

11.3 Termination by GaiaScore

GaiaScore may suspend or terminate immediately for: material breach; non-payment; legal requirement; or security risk. GaiaScore may otherwise terminate with 30 days' notice.

11.4 Effect of Termination

Upon termination, your licence ceases immediately. Data is retained for 90 days to allow export, then permanently deleted. Provisions on IP, liability, indemnification, and governing law survive termination.

12. Modifications to Terms and Platform

12.1 Changes to Terms

Material changes will be notified by email and in-app notification at least 14 days before taking effect. Continued use after the effective date constitutes acceptance. If you do not agree, you must stop using the Platform and may terminate your account.

12.2 Changes to the Platform

GaiaScore reserves the right to modify, suspend, or discontinue any Platform feature. Reasonable advance notice will be provided for material feature removals from paid plans.

12.3 Plan Changes

Material reductions to paid plan features will be notified with at least 30 days' notice. You may cancel if you do not accept material reductions.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of England and Wales. This does not affect any statutory consumer rights under your local law.

13.2 Dispute Resolution

Disputes will first be addressed through good-faith negotiation initiated by written notice. If unresolved within 30 days, either party may pursue formal legal remedies.

13.3 Jurisdiction

Both parties submit to the exclusive jurisdiction of the courts of England and Wales for disputes not resolved by negotiation.

14. General Provisions

14.1 Entire Agreement

These Terms, together with the Privacy Policy and any Order Form, constitute the entire agreement between you and GaiaScore regarding the Platform.

14.2 Severability

If any provision is found unenforceable, it will be modified to the minimum extent necessary, or severed. Remaining provisions continue in full force.

14.3 Waiver

Failure to enforce any provision does not constitute a waiver. Any waiver of a breach does not constitute a waiver of subsequent breaches.

14.4 Assignment

You may not assign rights or obligations without GaiaScore's prior written consent. GaiaScore may assign these Terms in connection with a merger, acquisition, or asset sale.

14.5 Notices

Notices to GaiaScore: support@giascore.com. Notices to you: the email associated with your account. Email notices are deemed received when sent (absent bounce).

14.6 Language

These Terms are in English. In the event of translation conflict, the English version prevails.

15. Contact Information

For questions about these Terms of Service:

GaiaScore Ltd

Email: support@gaiascore.com

Website: www.gaiascore.com

We aim to respond to all enquiries within 2 business days.

By using the GaiaScore Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

GaiaScore Ltd · Effective 1 January 2025 · Version 1.0

www.gaiascore.com · support@gaiascore.com