

**General Terms and Conditions of Use for the Water Risk Filter Website available  
under <https://waterriskfilter.panda.org/>**

The following general terms and conditions of use in its respective current version shall apply to the use of the website <https://waterriskfilter.panda.org> (the "**Website**"). You agree that any use of the Website is subject to these terms and conditions of use (the "**Terms**") by choosing to use the Website or any of its services, contents or features (the "**Services**"). Deviating or conflicting conditions are not accepted unless expressly agreed to them by the Operator in writing. User who do not agree to the Terms are asked to cease to use of the Website and to leave the Website.

## **1. General Provisions and Definitions**

1.1 "**Website**" means the online tool that enables companies and investors to explore, assess, respond and value water risks and which is available at <https://waterriskfilter.panda.org>

1.2 "**User**" is any person who visits the Website or who makes use of the Services provided on the Website. Both registered or not registered users are considered as Users in this meaning. Users are sometimes also referred to in the Terms as "you" or "your".

1.3 Any standard business conditions of the User do not apply, regardless of whether or not the Operator expressly objects to them in a particular case.

1.4 The Operator offers the Services via the Website and in English language.

## **2. Operator**

2.1 The Website is operated and administrated by WWF Germany, a foundation under civil law, with address at Reinhardtstraße 18, 10117 Berlin, Germany (the "**Operator**"). Operator is sometimes also referred to in the Terms as "we". You may contact the Operator by using the Your Feedback form provided on the Website or in writing under the following address: [waterriskfilter@wwf.de](mailto:waterriskfilter@wwf.de).

2.2 The Services on the Website are generally provided free of charge.

### **3. Integral Part of Services Contract**

3.1 The Terms shall become an integral part of the services contract at the moment the User has taken note of the Terms and has agreed to the them by choosing to use the Website or any of its Services.

3.2 You will be notified of amendments of these Terms in writing, per telefax or via email. If you do not object an amendment within six weeks after receipt of notification, the amendments shall be deemed as accepted by you. You will be separately made aware of the right of objection and the legal consequences of the reticence in the case of an amendment of the Terms.

### **4. Registration and Admission to the Website**

4.1 Users that wish to conduct a water risk assessment and to receive recommendations need to create an user account. Your registration for the Website will be made free of charge. To create an account, users are required to enter an email address, enter a login name of User's choice and add the company name. The User warrants that the details furnished by it to the Operator are true and correct and that the login name shall not violate any third party rights or other trademark or rights to safeguard a name or public morals. You are obliged to keep the password secret and not to disclose it to third parties.

4.2 You are responsible for any updated of information given in the registration process. All amendments can be made online under "My Account" after the log in.

4.3 You may only use the Website for water risk assessment purposes upon admission by the Operator.

4.4 The acceptance of the application for admission is made by an email of the Operator confirming admission. By notice of admission, a service agreement under the Terms is deemed formed for an unlimited time between Operator and User.

### **5. Suspension or Termination of Website**

5.1 The Operator does not assume any warranty or liability for the functionality, stability or availability of the Website. The Operator does in particular not assume any warranty that

the Services are available at a certain time. The Website is provided by Operator on an “as is” and “as available” basis.

5.2 While we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, services, assessments, results, reports mitigation actions, maps or related graphics contained on the Website for any purpose. Further, the Operator reserves the right, to change, amend or suspend the operation of the Website in whole or in part at its discretion at any time without notification for whatever reason. This also includes any Services that require prior registration.

## **6. Liability**

6.1 The use of the Website and its Services is at the User's own risk.

6.2 The Operator is liable for intent and gross negligence. Further, the Operator is liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose reach jeopardizes the achievement of the purpose of the contract and on whose compliance you as a customer may rely on regularly. In the last mentioned case the Operator is only liable for the foreseeable, typical contractual damage. Operator is not liable for slight negligent breach of other obligations than those mentioned in the above provision.

6.3 The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability remains unaffected.

6.4 Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. We are not liable for constant and continuous availability of the Website.

## **7. Intellectual Property Rights**

7.1 Any content provided by the Operator in connection with the Services of the Website, including but not limited to infographics, logos, button-icons, pictures, glossaries, slides, digital downloads, videos or texts are protected rights, e.g. by copyright, and are either owned by the Operator or its licensors or suppliers (the "**Intellectual Property Rights**").

7.2 Any Services, Intellectual Property Right, content and material that are available on the Website are generally made available for the own personal, non-commercial use of the User and for the purpose of using the Website only. Users are generally prohibited from selling or modifying any of the Services, Intellectual Property Right, content or material of the Website as well as from copying, reproducing, displaying, publicly performing, downloading, posting, distributing, broadcasting or transmitting or otherwise using the Services, Intellectual Property Rights, contents or materials in any way for any public or commercial purpose without the explicit consent of the owner of the respective Intellectual Property Right.

7.3 Any use of the Services, Intellectual Property Rights, content and material from the Website is strictly prohibited and the User agrees not to infringe or enable others to infringe any Intellectual Property Right or any other legally protected right.

## **8. Third Party Content**

The Website and Services provided by the Operator on the Website may contain services provided by third parties, including links to websites, content or other material that may be contained on such websites, or services of third parties solely for your convenience (the "**Third Party Content**"). The Operator has no influence on such Third Party Content and cannot be made responsible for Third Party Content. The inclusion of any link does not imply a recommendation or endorse the views expressed within them except as provided otherwise on the Website. Please inform the Operator if you think that a Third Party Content to which we have provided a link gives rise to civil or criminal liability. We will then evaluate whether to remove the reference to this Third Party Content.

## **9. Mapping**

All the mapping is at a national or country level. Most subnational boundaries are removed for clarity. The mapping terms "country", "nation" or "national" do not imply any judgment on the legal status of a territory, or any endorsement or acceptance of disputed boundaries, on the part of WWF or the data providers. The views expressed are those of the authors and not necessarily those of WWF.

## **10. Privacy Policy and Security**

The User is aware of inherent security risks of using a Website. The User in particular is aware that there is the risk to all Users that data transmitted through public networks may be intercepted. For further information as well as the use of any personal data, the use by Operator of any cookies please review our privacy policy available under <https://waterriskfilter.panda.org/en/About/DisclaimerAndPrivacyPolicy>

## **11. Jurisdiction and Applicable Law**

11.1 The Terms and the use of the Website shall be governed by the laws of Germany under the exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of law provisions.

11.2 The courts in Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with these Terms and the use of the Website.

## **12. Severability**

If any part of these Terms is held to be invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of these Terms shall not be affected. The parties shall amicably decide to replace the ineffective provision by a legally effective provisions, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall apply in case of gaps. Headings are for informational purposes only.

## **13. Entire Agreement**

These Terms constitute the entire agreement between the User and the Operator. The User is not allowed to assign any of its rights or obligations under these Terms to any third party without the prior written consent of the Operator.

Berlin, March 2020.