

TERMS AND CONDITIONS OF USE OF THE ÈDIT TOOL AND DATA PROTECTION POLICY

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This document contains the terms and conditions of use of the èdit tool and the data protection policy according to the current Regulation (EU) 2016/67.

The information contained in this agreement shall apply to all pages included on this Website.

Access to this Website is the sole responsibility of Users and constitutes acceptance of these terms and conditions of use.

The User must make a lawful use of this Website and its services, in accordance with these terms and conditions of use, and the legality in force.

Inèdit may unilaterally modify the terms and conditions of use of this Website by posting this legal notice, and they will be effective from the moment of their posting. These modifications may be communicated personally to registered users when they involve a variation in the established conditions, in relation to their status as a User.

1. Terms and Conditions of Use of the èdit Tool

1.1. Licensing and billing

The cost of the license is in addition to the initial Website customization budget, which is a prerequisite to use the Website. The cost of annual licensing depends on the type of environmental metrics included and the size of the business. Special pricing is available for tool combination. If 2 years of any license or all licenses are contracted, a 10% discount will be made on the total amount. inèdit reserves the right to revise the price of the license in the future, upon communication to the User.

The cost of the license provides the right to use the edit for one year. Includes 2 editor users (writeable). You can create as many query users as you want and make unlimited queries. Each extra user will have an additional cost.

The annual license includes the annual update of emission factors related to scope 1 (combustion, refrigerant gases, etc.) and scope 2 (electricity). It also includes payment for the license to use a standard number of ecoinvent BD data.

If the project includes a special number of data or impact categories, inèdit reserves the right to review the license price.

The first invoice for the license will be issued at the end of the project, once the tool is delivered, and will be proportional to the remaining months until the end of the year. The second and consecutive invoices will be issued in January of the following years.

The license does not include hours of consultation on the Website after the development and adaptation project has been completed for the CLIENT. Hour packs may be purchased for assistance.

1.2.ecoinvent data terms of use

In order to comply with the ecoinvent End User Licence Agreement (EULA), one of the main environmental databases used on this Website, the cost of the license includes the

payment of a sublicense toecoinvent proportional to the number of processes used, environmental impact indicators and the number of users who have permission to edit. As of the time the user begins to pay for the license to this Website, they are also subject to the ecoinvent EULA (<https://ecoinvent.org/the-ecoinvent-database/terms-of-use/>).

1.3. Navigation and contents

inèdit makes no representations or warranties that access to the Website is uninterrupted or free from errors or omissions in the content. Nor is it responsible or guaranteed that the content or scheduler that can be accessed through the Website, is free from error or causes any damage. In no event shall inèdit be liable for any losses, damages or losses of any kind arising from access to and navigation of the Website, including, but not limited to, those caused by computer systems or those caused by the introduction of viruses or the use of browsers with non-updated versions.

inèdit is not responsible for damages that Users may cause due to improper use of the Website. In particular, it is not responsible in any case for falls, interruptions, lack or defect of telecommunications that may occur while the User navigates through it.

1.4. Current data and modifications

The information appearing on the Website is as of the date of its last update. inèdit is not responsible for the current and appropriateness of the information contained therein.

The Website may not be altered, changed, modified, or adapted by the User. inèdit reserves the right to make any modifications it deems appropriate without prior notice, being able to change, delete, or add both the content and services offered through it and the way in which they appear presented or located within the Website.

1.5. Use of results

inèdit is not responsible for the process of obtaining and quality of the data entered by the User. inèdit is not responsible for the use or disclosure that can be made of the results generated from the data used. Similarly, inèdit will not be responsible for decisions that can be made based on these results.

The User may report to third parties the environmental results obtained with the Website, but these will be self-declarations of the user, and in no case implies the validation of such results by inèdit. In case of sharing the results with third parties, it is recommended to use non-editable formats, such as the exportable pdf available in the results section of the Website in the case of the product edit.

The Website has been designed in accordance with ISO 14064: Greenhouse Gases — Part 1: Specification with guidance, at the organization level, for the quantification and reporting of greenhouse gas emissions and removals. In accordance with this standard, it is recommended to perform a third-party verification to ensure the quality and traceability of the data while methodological consistency.

1.6. Accuracy and truthfulness of the data provided and the results obtained

inèdit does not respond to the truthfulness of information that is not its own preparation and from which another source is indicated, so it does not assume any responsibility in relation to hypothetical damages that may originate from the use of this information. inèdit reserves the right to update, modify or delete the information contained on the websites, which may even limit or not allow access to this information.

The User is solely responsible for the truthfulness and correctness of the data included, releasing inèdit from any liability related to their authenticity and potential errors arising from their lack of accuracy and validity. Furthermore, inèdit is not responsible for the results obtained on the Website without its supervision.

Inèdit is exempt from liability for any damage or harm that the User may suffer as a result of errors, defects or omissions, in the information provided to inèdit that comes from sources outside inèdit.

inèdit disclaims any liability arising from misuse of the contents of its pages and reserves the right to update, delete, limit or prevent access from time to time.

1.7. Applicable law and competent jurisdiction

The terms and conditions that govern the Website and all the relationships that may arise are safeguarded by Spanish law.

Any dispute that may arise from access to or use of the Website is submitted to the exclusive jurisdiction of the Courts and Tribunals of Barcelona (Spain).

1.8.Frames

inèdit expressly prohibits the performance of “framings” or the use by third parties of any other mechanisms that alter the design, original configuration or contents of the Website.

1.9.Exclusion of rights

inèdit reserves the right to remove or deny access to the Website to users who violate these general terms of use.

2. Protection of Personal Data under GDPR

Inèdit Innovació, S.L., in application of current regulations on the protection of personal data, informs that the personal data that is collected through the forms of the Website: <https://www.edit.management>, are included in the automated files specific to users of the services of Inèdit Innovació, S.L.

The automated collection and processing of personal data is intended to maintain the business relationship and to perform the tasks of information, training, advice and other activities of Inèdit Innovació, S.L.

This data will only be transferred to those entities that are necessary for the sole purpose of fulfilling the purpose set out above.

Inèdit Innovació, S.L. takes the necessary measures to ensure safety, integrity and confidentiality of the data in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement thereof, and repealing the old LOPD, the new Organic Law 3/2018, of 5 December, Data Protection and Digital Rights Guarantee (LOPDGDD).

The user may at any time exercise the rights of access, opposition, rectification, cancellation, limitation and portability recognized in the aforementioned Regulation (EU). The exercise of these rights can be carried out by the user himself via email: info@ineditinnova.com or at the address: C/ de la Deputació, 37-39, Passatge Interior, Local 6B, 08015 Barcelona (Barcelona).

The user declares that all the data provided by him is true and correct, and undertakes to keep them updated, communicating the changes to Inèdit Innovació, S.L.

2.1. Purpose of Processing Personal Data:

For what purpose will we process your personal data?

At Inèdit Innovació, S.L., we will process your personal data collected through the Website: <https://www.edit.management>, for the following purposes:

Provide its services in accordance with the particular needs of the clients, in order to comply with the contracts signed by it.

The transmission of data to third parties with whom contracts have been entered into with this object, for commercial, contractual, administrative, marketing and/or operational purposes.

Provide the information requested by the user through the contact form.

As a reminder, you can object to the sending of commercial communications by any means and at any time by sending an email to the address indicated above.

The fields of these records are mandatory, and it is impossible to carry out the purposes expressed if this data is not provided.

How long is the personal data collected kept?

The personal data provided will be kept for as long as the business relationship is maintained or you do not request its deletion and for the period for which legal responsibilities may arise for the services provided.

Legal basis:

The processing of your data is carried out with the following legal bases that legitimize it: The request for information and/or the contracting of the services of Inèdit Innovació, S.L., whose terms and conditions will be made available to you in any case, prior to any possible contracting.

Free, specific, informed and unambiguous consent, as long as we inform you by making this privacy policy available to you, that after reading it, if you agree, you can accept it by means of a statement or clear affirmative action, such as checking a box provided for this purpose.

In the event that you do not provide us with your data or do so in an incorrect or incomplete manner, we will not be able to address your request, making it completely impossible to provide you with the requested information or carry out the contracting of the services.

For:

The data will not be communicated to any third party outside Inèdit Innovació, S.L., except by legal obligation.

2.2. Data collected by users of the services

In cases where the user includes files with personal data on the shared hosting servers, Inèdit Innovació, S.L. is not responsible for the user's breach of the GDPR.

2.3. Intellectual property rights **<https://www.edit.management>**

Inèdit Innovació, S.L. owns all copyrights, intellectual property, know-how and all other rights related to the contents of the website <https://www.edit.management> and the services offered therein, as well as the programs necessary for its implementation and related information.

Reproduction, publication and/or non-strictly private use of the content, in whole or in part, of the <https://www.edit.management> website is not permitted without prior written consent.

Intellectual property of the software

The user must respect the third-party programs made available by Inèdit Innovació, S.L., even if free and/or publicly available.

Inèdit Innovació, S.L. has the necessary exploitation rights and intellectual property of the software.

The user does not acquire any right or license for the contracted service, to the software necessary for the provision of the service, nor to the technical information for monitoring the service, except for the rights and licenses necessary for the fulfillment of the contracted services and only for the duration thereof.

For any action that exceeds the performance of the contract, the user will need written authorization from Inèdit Innovació, S.L., the user is prohibited from accessing, modify, to view the configuration, structure and files of the servers owned by Inèdit Innovació, S.L., assuming civil and criminal liability arising from any incident that may occur on the servers and security systems as a direct result of negligent or malicious action on their part.

2.4. Intellectual Property of Hosted Content

It is prohibited to use the services provided by Inèdit Innovació, S.L. contrary to intellectual property legislation and, in particular:

Use that is contrary to Spanish law or violates the rights of third parties.

The publication or transmission of any content that, in the opinion of Inèdit Innovació, S.L., is violent, obscene, abusive, illegal, racial, xenophobic or defamatory.

Cracks, program serial numbers, or any other content that infringes third-party intellectual property rights.

The collection and/or use of personal data from other users without their express consent or in contravention of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, regarding the protection of natural persons with regard to the processing of personal data and the free movement thereof.

The use of domain mail server and email addresses for spam sending.

The user has all responsibility for the content of his/her project within the Website, the information transmitted and stored, the hypertext links, the claims of third parties and the legal actions in reference to intellectual property, rights of third parties and protection of minors.

The user is responsible with respect to the laws and regulations in force and the rules that have to do with the operation of the online service, e-commerce, copyrights, maintenance of public order, as well as universal principles of Internet use.

The user will indemnify Inèdit Innovació, S.L. for the expenses generated by the imputation of Inèdit Innovació, S.L. in any case whose liability was attributable to the user, including legal defense fees and expenses, even in the case of a non-final judicial decision.

2.5. Protecting Hosted Information

Inèdit Innovació, S.L. backs up the content hosted on its servers, however it is not responsible for the accidental loss or erasure of the data by users. Likewise, it does not guarantee the total replacement of the data deleted by the users, since the aforementioned data could have been deleted and/or modified during the period of time elapsed since the last backup.

The services offered, except for the specific backup services, do not include the replacement of the content stored in the backup copies made by Inèdit Innovació, S.L., when this loss is attributable to the user; in this case, a rate will be determined according to the complexity and volume of the recovery, always upon acceptance by the user.

The replacement of deleted data is only included in the price of the service when the loss of content is due to causes attributable to Inèdit Innovació, S.L..

2.6. Business Communications

In application of LSSI. Inèdit Innovació, S.L. will not send advertising or promotional communications by email or other equivalent electronic means of communication that have not previously been requested or expressly authorized by the recipients thereof.

In the case of users with whom there is a previous contractual relationship, Inèdit Innovació, S.L. is authorized to send commercial communications regarding products or services of Inèdit Innovació, S.L. that are similar to those that were initially contracted with the client.

In any case, the user, after proving their identity, may request that no further commercial information be sent to them through the Customer Service channels.

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