

# TERMS OF USE – PRI COLLABORATION PLATFORM & RESOLUTION DATABASE

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## PRI Association

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# 1. INTRODUCTION

The PRI Collaboration Platform (the “**Collaboration Platform**”) is an online tool provided by the PRI Association (the “**PRI**”, “**we**”, “**us**”, “**our**”) through which users (“**users**”, “**you**”, “**your**”) can participate in collaborative discussions and initiatives (“**collaboration(s)**”).

The PRI Resolution Database (the “**Resolution Database**”) is an online database provided by the PRI that collates shareholder resolutions, management-filed proposals and director elections and re-elections (“**resolutions**” and “**proposals**”).

By using the Collaboration Platform or Resolution Database (the “**services**”), you confirm that you accept these terms of use (“**terms**”) and the PRI’s [website terms of use](#). The [website terms of use](#) are incorporated by reference into these terms, which means that the [website terms of use](#) form part of these terms. You should also read the PRI’s [privacy policy](#) before using the services.

The PRI is a company registered in England and Wales under company number 07207947 and has its registered office at 1st Floor 20 Wood Street, London, EC2V 7AF. References in these terms to the “**Principles**” are to the [Principles for Responsible Investment](#).

## 2. ACCESSING THE SERVICES

To access the Collaboration Platform or certain features in the Resolution Database, you must register for a PRI user account (“**account**”). To be eligible for an account, you must be acting in a professional capacity as:

- An individual working for or otherwise associated with an organisation that is a signatory to the Principles (“signatories”)
- An individual working for or otherwise associated with an organisation that is aligned with the Principles
- An academic working in the field of ESG-related research OR
- An individual working for or otherwise associated with the PRI

The PRI reserves the right to refuse to register an account for users who do not, in the PRI’s opinion, meet the eligibility criteria set out above. Similarly, the PRI reserves the right to remove the account of a user who does not, in the PRI’s opinion, meet the eligibility criteria set out above. The PRI may allow individuals who do not meet the eligibility criteria to maintain an account, at the PRI’s complete discretion.

Users who are signatories will have access to some features within the services that are not available to non-signatories.

## 3. USER CONTENT RULES

In these Terms when we refer to ‘user content’ we mean all content submitted to the services by users. New collaborations and resolutions or votes posted to the services are subject to PRI’s prior approval.

User content **must**:

- Be aligned with the Principles
- Be accurate and truthful, to the best of the user’s knowledge and belief (where the content states facts)
- Only contain opinions that are genuinely held

- Comply with the law applicable in any country from which it is posted and to which the services are targeted
- Only reference or link to the user's own or third-party products, services or events where those products, services or events are closely linked to the user content and align with the Principles
- Where products, services or events referenced or linked to in the user content are not free of charge, make this clear in the user content itself, i.e. the fact that the products, services or events are not free of charge must be flagged upfront in the user content itself
- Where products, services or events referenced or linked to in the user content have membership requirements, make this clear in the user content itself, e.g. where the user must be a member of a third-party organisation to access the products, services or events.

Content submitted by users must **not**:

- Be contrary to the Principles
- Be solely for marketing or commercial purposes
- In the case of new collaborations be solely created for the purpose of advertising an event or webinar
- Be defamatory of any person
- Be obscene, offensive, hateful or inflammatory
- Bully, insult, intimidate or humiliate
- Incite violence or hatred against particular groups
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any copyright, database right or trademark of any other person
- Be likely to deceive any person
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- Contain illegal content or promote any illegal content or activity
- Be in contempt of court
- Be threatening, abusive or invade another's privacy
- Impersonate any person or misrepresent the user's identity or affiliation with any person or organisation
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act
- Expressly state or imply that the signatories of the PRI as a whole endorse or support the user content or any products, services, events, initiatives, projects or similar endeavours referenced in the content
- Expressly state or imply that the PRI endorses or otherwise support the user content or any products, services, events, initiatives, projects or similar endeavours referenced in the content unless the PRI has given the user written consent to do so. For example, users should not refer to a collaboration as a 'PRI collaboration' unless the PRI has given the user written consent to do so.

By submitting user content, you warrant that the user content complies with these standards and indemnifies the PRI for any breach of that warranty. This means that you will be responsible for any loss or damage the PRI suffers as a result of your breach of this warranty.

The PRI reserves the right to:

- Request reasonable changes to user content before the PRI publishes it to the services
- Refuse to publish user content that does not, in the PRI's opinion, comply with these terms
- Remove user content that does not, in the PRI's opinion, comply with these terms
- Shut down or remove out of date or inactive user content (e.g. inactive collaborations)

## 4.CONDUCT RULES

When using the services users **must**:

- Comply with these terms
- Act in a professional manner AND
- Respect other users' privacy

When using the services user **must not**:

- Use data and insights from the services or user details for commercial purposes, including for soliciting potential clients

If, in the PRI's opinion, a user commits a material or persistent breach of these terms, the PRI will attempt to contact the user to resolve the issue. If the PRI is not able to resolve the issue directly with the user to the PRI's reasonable satisfaction, the PRI reserves the right to:

- Temporarily or permanently the individual user and/or other users associated with the same organisation
- Initiate the de-listing process if the organisation the individual is associated with is a signatory

## 5.CONFIDENTIALITY

Save as expressly set out in these terms, all user content submitted to the services will be considered non-confidential.

### CONFIDENTIALITY OF VOTE DECLARATIONS

The Resolution Database provides a voluntary opportunity for PRI signatories to pre-declare their votes. This practice is intended to improve transparency in the proxy voting process. By submitting a vote declaration form users consent to public disclosure of their voting intention in the Resolution Database and in PRI communications such as the PRI's weekly resolution alert email, which may profile select upcoming votes.

### CONFIDENTIALITY OF COLLABORATIONS

Collaboration owners are responsible for setting appropriate privacy permissions as befits the confidentiality of the collaboration. Collaboration owners are responsible for ensuring the collaboration settings are set to private if they do not wish related user content to be made public. If the collaboration owner does not set the collaboration to private, the user content will be considered non-confidential.

By using the Collaboration Platform, all users agree that the information contained in a collaboration cannot be made public by users unless permission is given by the collaboration owner, or the collaboration owner makes the information publicly available using the collaboration settings. Additionally, such information cannot be used by users for any other purpose other than facilitating collaboration.

## 6.OWNERSHIP OF USER CONTENT

Users will retain all their ownership rights in the user content that they submit to the services. By using the services, users grant the PRI a limited licence to use, store and copy such content and information and to make it publicly available in accordance with these terms of use.

## 7. PRI'S USE OF DATA

Subject to any restrictions or duties of confidentiality set out in these terms, PRI may use any user content or other data associated with the services:

- for its own internal purposes, including internal research and internal analysis
- to improve the Collaboration Platform and Resolution Database and related guidance and support tools
- to develop new products and services in furtherance of PRI's purposes
- to generate internal data on functionality and usage of the services (i.e. tracking data)

PRI may use user content that is not set to private for the creation of public-facing reports, communications and other similar materials.

We also have the right to disclose your identity to any third party who is claiming that any user content submitted to the services by you constitutes a violation of their intellectual property rights or of their right to privacy.

PRI will retain any user content and other data associated with the services in accordance with its own retention policies, as determined by PRI from time to time.

## 8. SHARING DATA WITH THIRD PARTIES

The PRI may share user content that is not set to private with authorised third parties that PRI works with or otherwise co-operates with to further its purposes, including but not limited to academics, charities or not-for-profits and peer organisations.

The PRI may also share user content that is set to private with such authorised parties, provided that:

- the shared data is aggregated or anonymised to the extent that it is not possible to identify individual users or user organisations from the shared data; and
- such authorised parties are subject to obligations of confidentiality no less binding or rigorous than the obligations of confidentiality set out herein.

## 9. OWNERSHIP OF THE SERVICES

Excluding user content, the services and all content on the services is our property or licensed to us ("**PRI content**"). PRI content must not be modified, distributed, framed, republished, scraped or sold in any form or by any means, in whole or in part, without our prior written permission. Excluding user content, you acknowledge that all intellectual property rights in the services anywhere in the world belong to us, that rights in the services are licensed (not sold) to you, and that you have no rights in, or to, the services other than the right to use the services in accordance with these terms.

## 10. GENERAL

### DATA PROTECTION

The PRI will only use your personal information as set out in the PRI's [privacy policy](#).

The PRI's communication with users will be mainly by email. These messages are not stored on the Collaboration Platform, cannot be accessed by the PRI and are directed immediately to the user's email address.

Users can use the Collaboration Platform to send emails to another user. Users must enable in-platform messaging in order to be able to receive emails from other Users. Please note that if a user becomes a collaboration owner, their settings will automatically be updated so that other users can email them via the Collaboration Platform. Users that are not collaboration owners can opt out from receiving messages from other users at any time by updating their settings.

### YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

You must treat your account login details including your username and password as confidential. You must not disclose them to any third party. We have the right to disable your user login details or your account, at any time, if we suspect that your account has been compromised. If you know or suspect that your account has been compromised, you must promptly notify us at [collaborations@unpri.org](mailto:collaborations@unpri.org).

### USER CONTENT IS NOT VERIFIED

User content and any third-party resources referenced or linked to in the user content have **not** been verified by the PRI. The views expressed by users do not necessarily represent the PRI's views or values or those of its signatories. Where user content contain links to other resources provided by the creator of the user content or by third parties, these links are provided for users' information only. Such links should not be interpreted as approval by PRI of those linked resources or information users may obtain from them. The PRI has no control over the contents of those third-party resources.

### DO NOT RELY ON INFORMATION PROVIDED

The services are provided for the purposes of information only. The content of the services is not intended to be investment, legal, tax or any other form of advice, nor is it intended to be relied upon in making an investment or other decision. All content is provided with the understanding that the authors and publishers are not providing advice. PRI is not responsible for any errors or omissions, for any decision made or action taken based on information provided by the services or for any loss or damage arising from or caused by such decision or action. All information is provided "as-is" with no guarantee of completeness, accuracy or timeliness, or of the results obtained from the use of this information, and without warranty of any kind, expressed or implied.

### PRI MAY SUSPEND OR WITHDRAW THE SERVICES

We do not guarantee that the services, or any content within the services, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## FLAGGING INAPPROPRIATE USER CONTENT FOR REVIEW

Users can notify the PRI of any user content they feel is inappropriate by contacting [collaborations@unpri.org](mailto:collaborations@unpri.org).

## USERS' LEGAL COMPLIANCE

Each user is responsible for their own legal compliance and should consult their own lawyers in relation to their use of the services with respect to applicable laws. However, as a condition of use of the services, the PRI expects all users to comply with the minimum standards set out below.

## RESOLUTION DATABASE MINIMUM REQUIREMENTS

By including a resolution or management proposal in the Resolution Database, neither the PRI nor the user submitting the resolution, proposal or campaign is seeking authority to act as proxy for any shareholder. Vote pre-declarations are non-binding, and submitting a vote declaration form on the Resolution Database does not cast a vote or confer authority on the PRI to vote on a user's behalf. You **must** vote proxies in accordance with your own policies and requirements.

## ANTITRUST/COMPETITION MINIMUM STANDARDS

When using the services, users must ensure that they:

- DO NOT** discuss or share (between themselves or via the services) commercially sensitive information that could cause other users to change the way they compete on the market;
- DO NOT** discuss or share (between themselves or via the services) information relating to individual company dealings with suppliers or customers; and
- DO** report to the PRI any attempts by other users to discuss commercially sensitive information, whether this takes place on the services, offline or otherwise.

## INFORMATION EXCHANGE MINIMUM STANDARDS

More generally, whenever they are communicating with other users through the services, users must ensure that they:

- DO NOT** accept any commercially sensitive information from competitors, including information relating to prices, cost, market strategy or dealings with individual suppliers or customers;
- DO NOT** submit sensitive commercial information to the PRI for collation and dissemination, UNLESS when this information is aggregated and published it is not possible to reverse-engineer anything commercially sensitive;
- DO NOT** enter into any arrangements, whether formal agreements or informal 'gentleman's understandings' that distort competition (for example, by fixing prices, sharing markets or customers); and
- DO NOT** seek to influence the development of any PRI collaborations for the purpose of restricting competition.

## DISCLAIMER AND LIMITATION OF PRI LIABILITY

Nothing in these terms will limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law. We provide the services on an “as is” and “as available” basis. We make no guarantee that the services will be uninterrupted, error free, or free from viruses or other harmful components. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website, whether express or implied.

Any voting recommendations set forth in the descriptions of the resolutions and management proposals included in the Resolution Database are made by the sponsors of those resolutions and proposals, and do not represent the views of the PRI.

## USER INDEMNITY

You agree to compensate and hold us, our affiliates and each of our directors, officers, agents, contractors, partners and employees, harmless from any loss, liability, claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the services and/or arising from your breach of these Terms.

## CHANGES TO THESE TERMS

We reserve the right to revise these Terms at any time by amending this page and your continued use of the services after any such amendments are published will be considered acceptance by you of such amended terms. Updated terms will supersede all previous versions of the terms. Please check this page regularly to take notice of any changes we have made, as they are binding on you. The date these terms were last updated appears at the bottom of these terms.

## APPLICABLE LAW AND JURISDICTION

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. The PRI and users both agree to the exclusive jurisdiction of the courts of England and Wales.

## CONTACT US

Questions and comments regarding these terms should be sent to [collaborations@unpri.org](mailto:collaborations@unpri.org).

If you are having problems registering for an account or using the services please contact [collaborations@unpri.org](mailto:collaborations@unpri.org) for assistance or consult the Collaboration Platform [user guide](#) or the Resolution Database [user guide](#).

### **PRI Association**

Registered address: 1st Floor 20 Wood Street, London, EC2V 7AF  
Company number: 07207947

These Terms were last updated on 4 June 2025.