

# **Terms & Conditions for Charcoal Transparency Survey**

Copyright © 2020 Earthworm Foundation

## **Data publishing and confidentiality**

If you are providing us with information via our online survey or via a traceability file that we have sent to you, the following conditions apply.

By accepting to share your product and supply chain information with Earthworm Foundation and benefit from having your product publically available in our database, you accept the following conditions in full.

Your basic product information as is listed below will be published on the website; this information will be open to the public:

- · Declared KG / Liters
- Declared species
- Declared country of origin of Raw Material
- Certification of charcoal (FSC 100%, FSC Mix, PEFC, WWF...)
- · Name of the reseller
- Brand owner
- · Country of brand owner
- Carbon-Fix rate of your products.
- Are health and safety inscriptions printed on the bag?

All other information we receive from you (other answers from online survey and all information gathered from the excel file "EF\_Charcoal\_Supply\_Chain\_Questionnaire" will remain fully confidential and only be used for us to evaluate the transparency level of the product you are submitting information for. Earthworm Foundation will not sell or pass on your information to any other organisation.

We advise you to only register/upload those products where your company holds a **trademark license** or is the **trademark holder**. The company that uploads products via the EF charcoal survey must be legally entitled to distribute content and information about the product to external parties like Earthworm Foundation. EF cannot be held accountable for any wrong, missing or false information.

Based on your submitted information, Earthworm Foundation will use a scoring methodology to calculate the Charcoal Bag Score. A score between 0-100% for each product. This score will be published on the website: <a href="https://www.charcoal-transparency.org">www.charcoal-transparency.org</a> for the individual product. You will be notified by email once your information is put online.

## Your rights and obligations

You have a right to access, modify, rectify and delete data concerning yourself, your product or your company in accordance with Article 34 of the law "Informatique et Libertés". You may not, however, adapt the transparency score given by Earthworm Foundation to your product. If you wish to exercise the right to edit or delete data, if you think your score is not fair or if you wish to improve it by providing us with additional traceability information, please contact us at: contact|at|charcoal-transparency.org



The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by us, except for pages relating to a separate company such as the product pages.

Filling our online survey does not allow you to use the Earthworm Foundation logo. Logo use is reserved for Earthworm Foundation members solely, and under strict regulations.

By submitting information to Earthworm Foundation, you agree not to import or transfer to this site either directly or indirectly any information or other content which is or may be inaccurate, misleading, offensive or in breach of any intellectual property right or similar right or damaging to the software or performance of this site. EF reserves the right to remove any information that we believe is false, misleading or inaccurate

## **Links to external websites**

We will link to commercial enterprises if they have joined <a href="https://charcoal-transparency.org/">https://charcoal-transparency.org/</a> as member companies. In general, we do not entertain requests to link non-member external websites to ours. Where we provide hypertext links to other web sites or contacts, we do so for information purposes only and such links do not constitute an endorsement or recommendation by us of any products or services in such sites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such web sites or for the information contained on such sites (including any web site through which you may have gained access to our web site).

### **Disclaimer**

Whilst we endeavour to ensure that the information on this website remains correct and up-to-date, we cannot warrant its completeness or accuracy or commit to ensuring that the website will remain available or kept up-to-date.

### Our liability to you

We make no warranties except as set out in these terms and conditions and to the extent permitted by applicable law all other express and implied warranties and conditions are hereby excluded. To the extent permitted by applicable law, we exclude any liability arising out of access to or use of or reliance on any information posted on or downloaded from this site.

#### **Contact us**

If you are in doubt as to the accuracy of any information posted on or downloaded from this site, or if you require any further information, please contact us at <a href="mailto:contact@charcoal-transparency.org">contact@charcoal-transparency.org</a>