

## SPI Online Terms of Service

Last updated: February 24, 2025

Please read this Terms of Service agreement carefully before accessing the Website or using SPI Online. By visiting our website, using our Service, or creating an Account (as defined below), you agree to these Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. If you do not agree to all the terms and conditions stated or incorporated here, then you may not access the website, use our Service, or create an Account.

### About us

**CERISE**, a French nonprofit created in 1998, pioneered the implementation of social performance management, working with committed microfinance institutions to launch the Social Performance Indicators initiative in 2001. As a social innovator, CERISE works with actors in inclusive finance, social business, and impact investing to co-create social standards and social assessment tools that are free to all. CERISE also offers fee-based consultancy services to all types of impact-driven organizations, equipping them with the skills and tools they need to define and achieve their impact goals.

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### A. Definitions

The “**Agreement**” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “**Terms of Service**” or the “**Terms**”) and all other operating rules, policies (including the “**SPI Online data privacy policy**”) and procedures that we may publish from time to time on the Website.

“**CERISE**”, “**CERISE+SPTF**”, “**We**,” and “**Us**” refer to CERISE as well as our directors, subsidiaries, contractors, licensors, officers, agents, and employees.

The “**User**,” “**You**,” and “**Your**” refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions.

The “**Website**” refers to CERISE’s website located at [spi-online.org](https://spi-online.org), and all content, services, and products provided by CERISE at or through the Website. It also covers to CERISE-owned subdomains of [spi-online.org](https://spi-online.org), such as [app.spi-online.org](https://app.spi-online.org).

“**SPI Online**” specifically refers to the application located at [app.spi-online.org](https://app.spi-online.org)

The “**Service**” refers to the applications and services provided on the Website.

“**SPI E-learning platform**” specifically refers to the e-learning service managed by CERISE hosted at [elearning.spi-online.org](https://elearning.spi-online.org). This service requires a specific account.

“**SPI Online data privacy policy**” refers to the set of policies described within the document available at <https://link.spi-online.org/privacy>.

An “**Account**” represents your legal relationship with CERISE. A “**User Account**” represents an individual User’s authorization to log in to and use the Service and serves as a User’s identity on the Website.

An “**Organization**” refers to the common workspace shared by one or several User accounts in the SPI Online. A User can create a new organization or join an existing organization when he creates his User Account. A User Account can only be associated with a single Organization.

An “**Administrator**” is the User who has administrative control over an Organization.

A “**Member**” refers to the User who is part of an Organization without being the Administrator.

“**Content**” refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, videos and other materials that are available on the Website or otherwise available through the Service. Content also includes Services. “**User-Generated Content**” is Content, written or otherwise, created or uploaded by Users. “**Your Content**” is Content that you create or own.

“**Audit**” specifically refers to all and any forms and tools to provide User-Generated Content available in the SPI Online. “**Audit Data**” refers to User-Generated Content provided within those forms.

“**SPI Online Support portal**” refers to all channels to contact the support team, currently using the [support@spi-online.org](mailto:support@spi-online.org) address or [training@spi-online.org](mailto:training@spi-online.org).

## **B. Account Terms**

### 1. Account Controls

User. Subject to these Terms, you retain ultimate administrative control over your Account and the information within such as your name, email or password.

Organization Administrator. The User who creates an Organization becomes the Administrator. The Administrator of an Organization that was created under these Terms has administrative control over that Organization. This means an Administrator can accept, invite, decline, or remove other Users from the Organization. An Organization may have only one Administrator. If you are the Administrator of an Organization under these Terms, we consider you responsible for the actions that are performed on or through that Organization. You are also responsible for the User-Generated Content shared within that Organization including moderating, editing, or removing content as necessary.

### 2. Required Information

- SPI Online: You must provide a valid email address to complete the signup process. You are required to provide your real name and real organization name when creating your account. Not providing real information could limit your use of SPI Online and may result in the termination of your Account. During the sign-up process you can either create or join an Organization. To be accepted within an Organization you must

be accepted by the Administrator. The Administrator will only see the name you entered during the creation of your Account.

- SPI E-learning platform: You must provide all the required information such as email, name, organization, location, preferred language to access the service. Some courses will require payment information.

### 3. Account Requirements

Only individuals (not automated systems) may create an Account. Accounts registered by "bots" or other automated systems will be deleted. One person or legal entity may maintain no more than one Account.

### 4. Duplicate Organizations

Any Organizations, considered as duplicates at our sole discretion, will be merged without notice. All Users, including the Administrator will become Members of the surviving Organization. The Administrator of the surviving Organization will retain administrative control.

### 5. Account Security

You are responsible for keeping your Accounts secure while you use our Service. The content of your Account and its security are up to you.

You are responsible for all User-Generated Content provided and activity that occurs under your Account (even when content is posted by others who have access to your Account).

You are responsible for maintaining the security of your Account and password. CERISE cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You will promptly notify CERISE by contacting us through the SPI Online Support portal if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

## C. Acceptable Use and User Responsibilities

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is following laws and any applicable regulations.

In addition to the acceptable use, users must not engage in any behavior that could compromise the security, functionality, or integrity of SPI Online. Prohibited activities include, but are not limited to:

- Attempting to gain unauthorized access to SPI Online systems, data, or user accounts.
- Interfering with or disrupting the normal operation of the platform, including through automated means such as bots or scrapers.
- Sharing false or misleading information that could harm other users or the reputation of SPI Online.
- Using SPI Online to engage in any unlawful, fraudulent, or harmful activities.

CERISE reserves the right to take appropriate action, including suspending or terminating user access, in cases of violation.

## D. Data Privacy & Security

CERISE is committed to protecting the privacy of its Users. Personal data and User-Generated content collected through the platform is processed in accordance with the SPI Online Data Privacy Policy, which outlines the types of information collected, the purposes for which it is used, and the measures taken to ensure its security. By using the Website, Users acknowledge and agree to the processing of their personal data as described in the Privacy Policy. CERISE

complies with applicable data protection laws, including the General Data Protection Regulation (GDPR) where relevant. Users have the right to request access to, correction of, or deletion of their personal data in accordance with legal requirements.

## **E. User-Generated Content**

### 1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You therefore represent that you have all rights necessary to enter, upload, email, transmit, or otherwise disseminate any User-Generated Content in connection with the Service and that your contributions to the Service and ways in which you contribute do not infringe, misappropriate or violate any third-party rights including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract, rights, or any other intellectual property or proprietary rights. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you enter, upload, link to or otherwise make available via the Service, regardless of the form of that User-Generated Content. We are not responsible for any public display or misuse of your User-Generated Content other than stated in section D4.

### 2. CERISE May Remove Content

We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or SPI Online Terms or policies.

### 3. Ownership of Content

You retain ownership of Your User-Generated Content, including any intellectual property rights associated with it. However, by using the Service, you acknowledge that CERISE may modify, adapt, or remove User-Generated Content as necessary to operate, improve, and maintain the platform. This includes, but is not limited to, ensuring compliance with policies, enhancing clarity, maintaining platform functionality, and addressing security or technical concerns.

Modifications will be made in good faith and in a manner that respects the integrity of Your Content. If substantive changes are required, we will strive to notify you when feasible. Any content you have shared with other Users may remain accessible to them, even if modified. If you delete Your Content, CERISE will remove it from public access where feasible, but copies may persist in backups for a limited period.

### 4. License Grant to Us

You grant us and our legal successors the right to store, archive, compute and display Your Content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. On top of mentions in section F, this license includes the right to do things like copy it to our database and make backups; show it to you, otherwise review and analyze it on one or more servers, share it with other Users in an anonymized and aggregated manner. In case the User-Generated Content is shared with other Users or third parties our SPI Online data privacy policy applies.

### 5. License Grant to Other Users

Any User-Generated Content you share with other Users, including Audit data such as answers, scores or comments may be viewed by others. By setting your Audits to be shared with other Users or Organizations, you agree to allow others to view and share your Audits (this means that others may make their own copies of your Content from your Audits).

## **F. Platform Management**

To maintain and enhance the functionality, security, and overall user experience of the Service, CERISE reserves the right to modify, update, or remove content available on the

platform including User-Generated Content, system messages, and informational materials. These modifications may be made to:

- Improve clarity, usability, and overall platform performance.
- Ensure compliance with regulations, policies, and evolving technical standards.
- Remove or update outdated, inactive, or inaccurate content.
- Address security risks or operational inefficiencies.

### 1. Management of Tools, Courses, and Audits

To ensure the efficient operation, security, and overall user experience of our platform, CERISE reserves the right to manage and modify interactive content, including but not limited to:

- Courses, Audits, and Assessments – We may adjust, update, or remove specific assessments, exercises, or learning materials to ensure relevance, accuracy, and alignment with best practices.
- User Progress and Activity – We may reset or modify user progress where necessary due to technical, security, or operational requirements.
- Long-Inactive or Abandoned Content – Any Audits, SPI Online e-learning courses, or other activities left open for an extended period (at least 6 months) may be closed or archived to maintain platform efficiency. Archived or closed content may no longer be editable but could remain accessible to previously authorized users.

These measures help prevent resource overuse, ensure content remains up to date, and create a seamless experience for all users.

### 2. Adjustment of User Settings

CERISE may adjust certain user settings, preferences, or configurations as necessary to:

- Streamline platform operations and enhance system performance.
- Resolve technical issues or ensure compliance with updated policies.
- Improve user experience by aligning settings with best practices.

Such changes will be made in good faith, with the aim of maintaining a functional and user-friendly service. Users will be notified of any significant changes, and where possible, will have the option to revert changes.

### 3. Maintenance and Operational Decisions

We retain full discretion over the operation and maintenance of the Service, including implementing updates, security patches, and new features. While we strive to notify users of significant changes, we are not required to provide advance notice for routine updates or administrative modifications.

## **G. Intellectual Property Notice**

CERISE retains ownership of all intellectual property rights related to the Website and Service, including but not limited to software, databases, design elements, system functionalities, and any content created or provided by CERISE.

You retain ownership of Your User-Generated Content, including any intellectual property rights associated with it. However, by using the Service, you grant CERISE a limited, non-exclusive license to store, modify, display, and distribute Your Content as necessary to provide and improve the Service, as outlined in Section E.

Your User-Generated Content remains yours. However, CERISE may create derived or aggregated content based on Audit Data for platform functionality, analytics, or reporting. In such cases, these derivative works will belong to CERISE, but they will not replace or revoke your original ownership rights over the unmodified content.

You may not duplicate, copy, or reuse any portion of the Website's software, design elements, or CERISE-generated content without express written permission from CERISE.

## **H. API Terms**

Abuse or excessively frequent requests to SPI Online via the API may result in the temporary or permanent suspension of your Account's access to the API. SPI Online, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt to warn you via email prior to suspension.

All use of the SPI Online API is subject to these Terms of Service and the SPI Online Data Privacy.

## **I. Payment & Refund Policy**

Certain SPI E-learning platform courses may require payment. By enrolling in a paid course, users agree to the pricing, billing, and payment terms presented at the time of purchase. Payments are processed securely through third-party payment providers, and CERISE does not store payment details.

Refunds for paid courses are only available under the following specific conditions. Users may request a refund within 30 days of purchase if they have not accessed the course content. Requests for refunds must be submitted via the SPI Online Support portal and CERISE reserves the right to review each request on a case-by-case basis.

## **J. Third-Party Services & Links**

SPI Online may contain links to third-party websites, services, or resources. These are provided for convenience, and SPI Online does not endorse, control, or take responsibility for the content, policies, or practices of any third-party services. Users accessing external links do so at their own risk.

Additionally, certain features of SPI Online may rely on third-party providers, such as payment processors or analytics tools. By using these services, users acknowledge that their interactions with third-party providers are governed by the respective terms and privacy policies of those providers. SPI Online is not liable for any issues arising from the use of third-party services, including payment processors.

## **K. Cancellation and Termination**

### **1. Account Cancellation**

It is your responsibility to properly cancel your Account with SPI Online. You can cancel your Account by contacting SPI Online support.

## 2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information cannot be recovered once your Account is canceled.

Audit data is stored for 10 years and for as long as we have a valid purpose to do so, including but not limited to maintaining the Service and uses mentioned in sections E.4 and E.5.

## 3. CERISE May Terminate

CERISE has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately.

## 4. Survival

All provisions of this Agreement which, by their nature, should survive termination will survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## L. Communications with SPI Online

### 1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

### 2. Legal Notice to SPI Online Must Be in Writing

Communications made through email or SPI Online Support's messaging system will not constitute legal notice to SPI Online or any of its officers, employees, agents or representatives in any situation where notice to SPI Online is required by contract or any law or regulation. Legal notice to SPI Online must be in writing and served on CERISE's legal agent.

### 3. No Phone Support

CERISE only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

## M. Disclaimer of Warranties and Service Availability

CERISE provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

CERISE does not warrant that:

- The Service will be uninterrupted, timely, secure, or error-free;
- The information provided through the Service is accurate, reliable, or correct;
- Any defects or errors will be corrected;
- The Service will be available at any time or location;
- The Service is free of viruses or other harmful components.

You acknowledge that SPI Online may be temporarily unavailable due to scheduled maintenance, system updates, or unforeseen technical issues. We will make reasonable efforts to notify Users of planned downtime via the Website or email. However, CERISE is not

liable for any unavailability, data loss, or service disruptions resulting from maintenance, security updates, or external factors beyond our control.

You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained from the Service.

#### **N. Limitation of Liability**

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service;
- or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

#### **O. Release and Indemnification**

If you have a dispute with one or more Users, you agree to release SPI Online from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that CERISE (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases CERISE of all liability); and (3) provides to you all reasonable assistance, at your expense.

#### **P. Changes to These Terms**

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement at least 30 days prior to the change taking effect by posting a notice on our Website or sending email to the primary email address specified in your SPI Online account. By continuing to use the Service after the 30-day period, you indicate your acceptance of the revised Terms. For any other modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.



## Q. Miscellaneous

### 1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and CERISE and any access to or use of the Website or the Service are governed the laws of France, without regard to conflict of law provisions. You and CERISE agree to submit to the exclusive jurisdiction and venue of the courts located in the city of Paris, France.

### 2. Non-Assignability

CERISE may assign or delegate these Terms of Service and/or the SPI Online data privacy policy, in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service without our prior written consent, and any unauthorized assignment and delegation by you is void.

### 3. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of CERISE to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

### 4. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of CERISE, or by the posting by CERISE of a revised version in accordance with Section L. Changes to These Terms. These Terms of Service, together with the SPI Online data privacy policy, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and CERISE relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

### 5. Invalidity and Enforcement

If any provision of this Agreement is held invalid and/or unenforceable by a competent court of law, the validity or enforceability of the remaining provisions herein shall not be affected or prejudiced in any aspect thereby. The invalid and/or unenforceable provision shall be deemed to be amended and replaced by a valid and/or enforceable provision which comes as close as possible to the originally agreed provision. The same shall apply to gaps (if any).

### 6. Translations

In case of translations, the English version of the Agreement will prevail.

### 7. Questions

Questions about the Terms of Service? Contact us through the SPI Online Support portal.