

Project 8 Terms

This Statement is effective and current as of September 16, 2016.

These Project 8 Terms ("Terms") govern Your use of this web- or mobile site ("Site") and any information or material that You upload to or download from this Site. By registering on, accessing or using this Site, You enter into a legally binding contract with Project 8 on behalf of yourself and any legal entity for which You act (collectively, "You"). If You do not wish to be bound by these Terms, You must leave this Site and not upload, download or use any information or material from this Site. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF SERVICE WILL APPLY RETROACTIVELY. BY USING THE SERVICES YOU AGREE TO SUCH TERMS AND CONDITIONS.

These Terms also incorporate the Project 8 [Privacy Statement](#), which addresses data collection and use, including collection and use of personally identifiable information. Please review the Project 8 Privacy Statement. By registering on or using the Site, You acknowledge that You accept, are bound by, and will comply with the Project 8 Privacy Statement.

Who and what is Project 8?

This Site is intended to serve as a digital demand commons that will provide greater, centralized visibility into human needs data and projections and will serve as a tool for public and private sector researchers to collaborate on the science of human needs modeling. Project 8 is supported by numerous volunteers, including charities, international organizations, private sector companies, individual contributors and others across the globe. The Conference Board, Inc. is legal steward of this Site and the contracting party for these Terms. For more information on The Conference Board, Inc., this Site and the other organizations involved in this initiative, [click here](#). The Conference Board, Inc. may at any time assign any or all of its rights and obligations relating to the Site or these Terms to one or more other organizations, and in the event of such assignment will be relieved of any future obligations or liabilities. Thus, "We", "Us", "Our", and "Project 8" shall mean The Conference Board, Inc. or such other organization or organizations to which The Conference Board, Inc. assigns any or all of its rights and obligations relating to this Site or these Terms.

What rights do You have regarding the Site?

Project 8 grants to You charge-free, limited, freely revocable, personal, non-assignable, non-exclusive permission to use this Site on the condition that You accept – and comply with – these Terms. Project 8 reserves all other rights to the Site not expressly granted herein. By registering on, accessing or using this Site, you acknowledge that you accept, are bound by and will comply with these Terms. Should You access or use this Site in violation of these Terms or any applicable law, You will be in breach of this contract, and Your continued access to or use of this Site will be without Project 8's permission and constitute an infringement of Our intellectual property rights and other rights. In the event of such a breach, We reserve the right to suspend or terminate Your access.

What rights do You give and get regarding Information on this Site?

In these Terms, the term "Information" means any information or material that is uploaded to this Site. By uploading Information to the Site, You grant Project 8 and all other users who may access the Site an Open Data License (as defined herein) to the Information You upload. You retain Your rights and interests in such Information and may at any time remove, or request that We remove, Your Information from the Site for any or no reason. However, Your Open Data License will continue to apply to Your

Information to the extent that anyone has downloaded it before removal of Your Information from the Site. To request removal of Your Information from the site, send an email to Project8@demandinstitute.org containing the following information: Information description, contact information and reason for removal.

By uploading Information to the Site, other users grant You and all other users an Open Data License to any such uploaded Information. Such users retain their rights and interests in such information and may remove their Information at any time for any or no reason. However, the Open Data License will continue to apply to any Information downloaded by a user of the Site before such Information was removed.

"Open Data License" means charge-free, world-wide, unlimited, perpetual, irrevocable, non-exclusive, transferable, sublicensable permission, under any property and other rights applicable anywhere in the world, to download and freely copy, distribute, modify, publish, share, perform, create derivative works, and use Information, on the condition that the recipient (a) provides due attribution to the source of the Information and (b) accepts the Information and permission "as is" at the recipient's own risk and (c) agrees to waive any potential claims against any provider of the Information under any legal theory, to the maximum extent possible under applicable law, including, without limitation, under tort, statute, breach of contract, warranties, terms or representations as to merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment or accuracy of the Information.

(This includes any feedback, comments, or suggestions You provide regarding Project 8 or this Site. Project 8 will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to You.)

Responsibility for Information on the Site

We are not, and the other organizations and people involved in providing the Site are not, responsible for any Information provided or maintained on or accessible from the Site (including any comments or statements made by any Site user) or for the activities of any Site user. We do not, and other organizations and people involved in providing the Site do not, endorse, guarantee, or make any representations or warranties regarding any such Information or activities. In particular, We do not vouch for the accuracy or credibility of any Information, and We do not take any responsibility or assume any liability for any actions You may take as a result of reading or using the Information. Information submitted by Site users does not represent the views of Project 8 or any organization or person associated with Project 8 or the Site. Through Your use of the Site, You may be exposed to content or Information that You may find offensive, objectionable, harmful, inaccurate or deceptive. By using the Site, You assume all associated risks.

Users of the Site are responsible for the Information they submit or make available via the Site. We are not obligated to screen any such Information. However, We have the right in our sole discretion to edit, refuse to post or remove any Information submitted to or posted on the Site at any time without notice. This includes the right to remove any Information that We find to be in violation of these Terms.

What obligations do You have?

Please review our [DO's and DON'Ts](#). You must comply with all of the DO's and DON'Ts as may be updated periodically. The DO's and DON'Ts are part of these Terms, and non-compliance with the DO's and DON'Ts constitutes non-compliance with these Terms.

Access to the Site is by invitation only. You will be required to create an account to have access to the Site. In consideration of Your use of the Site, you will: (a) provide true, accurate, current and complete information about yourself and Your business as prompted by the Site's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration

Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Project 8 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Project 8 has the right to suspend or terminate Your account and refuse You any and all current or future use of the Site (or any portion thereof). You are entirely responsible for the security and confidentiality of Your password and account. You are responsible for any and all activities that occur under Your account. You will not share Your account information or Your user name and password with any third party or permit any third party to log in to the Site using Your account information. You will immediately notify us of any unauthorized use of Your account or any other breach of security of which You become aware. You are responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Site. We have the right to provide third parties with user, account, content, use records, Registration Data, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect Our rights, customers or business).

In addition, You must not access or use the Site in violation of any applicable laws, regulations or third party rights. You agree to and shall defend, indemnify and hold harmless Project 8 against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses (including but not limited to attorney's fees) arising from: (1) Your use of or access to this Site; (2) Your violation of any of these Terms, applicable law or any third party rights, including without limitation any rights under copyright, trademark, property, trade secret or privacy laws; (3) any claim that any Information You have uploaded or used after download violates these Terms, applicable laws, or third party rights, or caused any damage to any third party; or (4) any dispute You have with any other user of the Site. Your obligations will continue to apply even if these Terms change or You stop using this Site.

If You do not comply fully with these Terms, We have the right to suspend or terminate Your access to the Site. We may also block Your access to the Site if We are unable to verify or authenticate any information You provide to Us or We believe that Your actions may cause loss, damage to our reputation, or legal liability.

Will Project 8, the Site and these Terms change?

Project 8 may change these Terms and/or the Site, may discontinue the Site or any feature of the Site, and may assign any or all of its rights and obligations relating to the Site or these Terms to one or more other organizations at any time in its sole discretion. Your continued use of the Site after any changes to the Terms or the Site are posted or implemented will mean that You agree to those changes. If You do not wish to accept any changes or assignment, Your sole and exclusive remedy is to immediately discontinue using the Site.

Warranty, Disclaimers and Limitations of Liability

When You upload Information to, or access, the Site, You warrant and represent vis-à-vis Project 8 (but not vis-à-vis other users of the Site) that to the best of Your knowledge (1) Your Information is accurate and not misleading; (2) You have the right to grant the above Open Data License and are not infringing any copyright, trademark, trade secret or other intellectual property, contractual or proprietary rights of others; (3) You are acting in compliance with any applicable laws, rules, and regulations, including but not limited to U.S. export control laws which prohibit use or access of the Site in U.S.-embargoed countries (currently Cuba, Iran, North Korea, Sudan or Syria); and (4) You are acting in compliance with these Terms.

You do not have to provide any warranties or representations to other users and You do not receive any warranties or representations from anyone regarding this Site or any Information on this Site. Your sole and exclusive remedy relating to any harm resulting from or relating to this Site or any Information on this Site is to stop accessing the Site.

THIS SITE AND INFORMATION INCLUDED ON THE SITE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. YOUR USE OF THE SITE AND SUCH INFORMATION IS AT YOUR SOLE RISK. PROJECT 8 DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS AND TERMS TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW. IN PARTICULAR, PROJECT 8 DOES NOT WARRANT THAT THE SITE OR ANY INFORMATION WILL MEET ALL OR ANY OF YOUR REQUIREMENTS OR EXPECTATIONS; THAT THE SITE WILL FUNCTION UNINTERRUPTEDLY, TIMELY, SECURELY OR ERROR-FREE; THAT INFORMATION ON THE SITE IS COMPLETE OR ACCURATE; OR THAT OTHER USERS HAVE UPLOADED INFORMATION IN COMPLIANCE WITH THIRD PARTY RIGHTS, LAWS OR THE PROJECT 8 TERMS.

PROJECT 8 DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY VIS-À-VIS OTHER USERS OF THE SITE AND ANY THIRD PARTIES, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, FOR ITSELF AND FOR ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND SUBCONTRACTORS, INCLUDING FOR ANY DIRECT, INDIRECT, FORESEEABLE OR UNFORESEEABLE, TYPICAL OR NON-TYPICAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, WHETHER DERIVED FROM TORTS, BREACHES OF CONTRACT, POSITIVE BREACH OF DUTY OR ANY OTHER LEGAL THEORY, EXCEPT TO THE EXTENT SUCH DISCLAIMER OR LIMITATION OF LIABILITY WOULD CONSTITUTE A VIOLATION OF MANDATORY LAW.

Neither We nor You shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

Choice of Law and Arbitration

These Terms, Our contract and any dispute arising out of or related to these Terms, Our contract, the Site or any Information on this Site shall be governed by the laws of the State of New York, USA. Any dispute shall be finally settled by arbitration under the rules and auspices of the International Center for Dispute Resolution in New York, New York, except that either party may seek injunctive relief in any court of competent jurisdiction in New York County in the State of New York, USA. You agree not to assert any claim in any other court or forum anywhere else in the world. The party that ultimately prevails in arbitration or courts shall be entitled to reimbursement for arbitration and court fees as well as reasonable attorneys' fees.

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Project 8 is a collaboration among *The Demand Institute*®, the UN Foundation and the United Nations system. Additional support is provided by The Salesforce Foundation and Accenture. The United Nations projects that there could be 8 billion people on earth by 2025. Project 8 is a global collaboration to help the world better anticipate the needs of 8 billion people and beyond. As the population grows, the demand for basic human needs such as food, water and energy is rapidly changing as well, yet our collective understanding of evolving human demand is highly fragmented, variable and challenging to access.

Project 8 is bringing together leading experts and organizations to build a digital demand commons that will provide greater, centralized visibility into human needs data and projections, and also will serve as a tool for public and private sector researchers to collaborate on the science of human needs modeling.

Further information about the mission of Project 8 can be found at:

<http://www.unfoundation.org/features/project-8.html#sthash.xtOzCHxc.dpuf>

The Demand Institute is a non-advocacy, not-for-profit think tank which convenes coalitions of business, governments, NGOs and academics to examine and illuminate the way in which consumer demand is evolving around the world. A division of The Conference Board, The Demand Institute is jointly operated by The Conference Board and Nielsen. The Demand Institute helps government and business leaders align investments with where consumer demand is headed across industries, countries and markets. Further information about The Demand Institute can be found at www.demandinstitute.org.

The United Nations Foundation links the UN's work with others around the world, mobilizing the energy and expertise of business and non-governmental organizations to help the UN tackle issues including climate change, global health, peace and security, women's empowerment, poverty eradication, energy access, and U.S.-UN relations. Further information about the United Nations Foundation can be found at: <http://www.unfoundation.org/who-we-are/#sthash.YIMQmxG4.dpuf>.

The Conference Board, a tax-exempt charitable and educational organization described in Section 501(c)(3) of the Internal Revenue Code, is a global, independent membership and research association working in the public interest. Its mission is to provide the world's leading organizations with the practical knowledge they need to improve their performance and better serve society. Further information about The Conference Board can be found at www.conference-board.org.

Nielsen N.V. (NYSE: NLSN) is a global performance management company that provides a comprehensive understanding of what consumer Watch and Buy. Nielsen's Watch segment provides media and advertising clients with Total Audience measurement services across all devices where content – video, audio and text- is consumed. The Buy segment offers consumer packaged goods manufacturers and retailers the industry's only global view of retail performance measurement. By integrating information from its Watch and Buy segments and other data sources. Nielsen provides its clients with both world-class measurement as well as analytics that help improve performance. Nielsen, a S&P 500 company, has operations in over 100 countries that cover more than 90% of the world's population. For more information, visit www.nielsen.com.

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DO's and DON'Ts

DO

- comply with all Project 8 Terms and all applicable laws and regulations;
- comply with any usage restrictions stated in the Project 8 Terms, on the Site or in any Information (as defined in the Project 8 Terms) made available via the Site
- protect Your User ID and password;
- notify Project 8 immediately if Your User ID and password have been used without Your authorization
- contribute accurate, meaningful, non-misleading Information to the Site;
- provide accurate information about Your identity when You register for an account; and
- conduct Yourself in an ethical, courteous manner and communicate respectfully with other users even when You think they are wrong or You feel that You need to express disagreement with them.
- provide due attribution to the Information source when using any Information not uploaded by you

DO NOT

- share User IDs and passwords with third parties;
- submit, store or transfer
 - any Information that is subject to third party copyrights, trademark, trade secret, privacy or other rights, unless You have the rightsholder's permission;
 - false Information or misrepresent Information;
 - Information that is unlawful, infringing, tortious, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a civil or criminal offense, give rise to civil liability or violate any law; or
 - Information containing software viruses, worms, Trojan horses, spyware, or other harmful computer code, files, scripts, agents or programs;
- use, or make available, the Site for the benefit of anyone other than Yourself;
- copy, frame, mirror, sell, resell, license, sublicense, distribute, rent or lease any functions, features, interface, or any other elements of the Site;
- reverse engineer, decompile, disassemble, or attempt to derive source code of the Site
- use the Site or any Information on the Site to send unsolicited marketing messages;
- use another person's account or impersonate another person;

- interfere with or disrupt the integrity or performance of the Site or the Information on this Site; or
- attempt to gain unauthorized access to the Site or any of Project 8's systems, servers, networks or accounts.

Project 8

Report a Violation of Proprietary Rights

If you believe that the availability of certain materials on Project 8 violates a proprietary right, such as a copyright, trademark, or trade secret held by you or another person or entity, and you believe that those materials should be removed from Project 8, you may follow the instructions given here to submit a complaint, in order to notify us of the materials that you believe to be problematic.

So that we may properly consider your complaint and determine what appropriate to action to take, if any, please submit the following information to us at: General Counsel at The Conference Board, 845 Third Avenue, 3rd Floor, New York, NY 10022, Attn: Project 8.

Information about the rightsholder

(The rightsholder is the person or entity holding the right you believe to be violated, such as the owner of a copyright or trademark you believe to be infringed. You may be the rightsholder, or it may be another individual, or a company or other legal entity. Please provide as much of the following information about the rightsholder as you can.)

- Rightsholder name (first and last names, or the name of the company or entity)
- Address (including, as appropriate, street address, city, state or province, zip or postal code)
- Country
- Phone number (s)
- Email address

Your information

(If you are not the rightsholder, please provide your name and information.)

- Your name (first and last names)
- Company
- Address (including, as appropriate, street address, city, state or province, zip or postal code)
- Country
- Phone number(s)
- Email address

Identify the proprietary right at issue

(State the proprietary right that you believe to be violated in this instance, such as the trademark or the copyrighted work that is used improperly.)

Describe the materials

(Describe the materials clearly enough that we may easily locate and identify them on the Project 8 site. For example, you might provide a link or URL to the materials, plus a description of the document or of text available at that linked page or URL that you believe to be available in violation of a proprietary right.)

Statements of good faith belief and accuracy; electronic signature

- State the following: “I believe in good faith that the availability on Project 8 of the materials I have described here is in violation of a proprietary right, and that the availability of those materials on Project is not authorized by the rightsholder, the agent of the rightsholder, or the law.”
- State the following: “The information that I have provided in this report is true and accurate, to the best of my knowledge.”
- Type your name.

Project 8 Privacy Statement

This Statement is effective and current as of September 16, 2016.

In this Privacy Statement ("Statement"), We, Project 8, describe our data processing practices relating to personal data that we collect through this website ("Site"). This Statement does not cover other data, such as data that we collect offline or data that other users upload to or download from this Site. This Statement is part of the Project 8 [Terms](#), and all capitalized terms used in this Statement that are not defined in the Statement have the same meaning as in the Terms.

Changes. Carefully review this Statement. We will amend it from time to time as Project 8 and the technology, services and features of our Site change. Also, the controller of data collected through this Site may change if the legal identity of Project 8 changes, as set forth in the [Project 8 Terms](#).

Account data. To register on this Site, You must provide Your real name, accurate entity affiliation, mailing address and email address. You may also provide optional profile information. We process this information solely for authentication purposes and to send You information about Project 8, Our mission and Our terms. If You wish to post anonymously You may select a fictitious user name to be publicly associated with Your posts, but You must disclose Your true identity to Us through the registration process in order to use the Site.

Usage data. When You access or use the Site, the device You use to access the Site transmits information about Your device, the software You are using, and other technical information. We place cookies on Your device to enhance the Site's functionality. We process usage information to deliver, improve and optimize the Site and to protect You, Us and other users from fraud and misuse.

Data retention and access. Information submitted to the Site will be hosted on servers located in the United States. We retain account and usage data as long as required or permitted by applicable law. To access Your account data, see the Site. If You close Your account by contacting Project8@demandinstitute.org, We will deactivate the account within 30 days. We will also delete Your account data from Our archives between 30 days and 12 months after Your account is closed. Keep in mind that others may retain information You have posted publicly on the Site.

Disclosures, sharing. We do not disclose Your individual account or usage data to third parties, except as follows:

- We may disclose individual account or usage data to other organizations or persons involved in operating the Site or the collaborative project of which the Site is a part, such as, without limitation, The Demand Institute, The Conference Board, Nielsen, the UN Foundation, the United Nations System, Salesforce and Accenture.
- We may disclose information with Your consent
- Your data will be viewable by others when You post information on public portions of the Site.
- We may disclose information to service providers that process data on Our behalf, in accordance with Our instructions and subject to confidentiality agreements.
- We may share aggregated usage statistics that cannot be used to identify You individually.
- We will disclose data as required by law or to protect You, other users, us or third parties from harm, including fraud, data security breaches or where someone's physical safety may be at risk.
- In connection with a reorganization or transfer of our company or assets, or if another entity takes over the legal stewardship of Project 8, e.g., as set forth in the [Project 8 Terms](#), We may transfer Your data to the acquiring entity, subject to the acquirer's commitment to comply with this Statement and applicable law.

Security. We take reasonable steps to protect against data loss, misuse, and unauthorized access. The Site uses the https “secure socket layer” protocol. However no Internet transmission is ever completely secure or error-free. Therefore, You provide Your information at Your own risk.

Questions, Requests, Rights. If You have any questions or requests, please contact Us at Project8@demandinstitute.org. Under the laws in Your country, You may have the right to access information that We have about You, to correct such information and/or to request the deletion of Your personal data in accordance with applicable law. You may also be entitled to object to certain data processing activities or to revoke consent previously granted, if and to the extent permitted by local law.

Your California Privacy Rights. California Civil Code Section 1798.83 permits customers of Project 8 who are California residents to request certain information regarding its disclosure of their personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to Project8@demandinstitute.org. The Site will respect Your browser’s Do Not Track signals (or other well-established, commercially available mechanisms that provide You with the ability to exercise choice regarding the collection of personal information). If We receive a Do Not Track notice, we will stop using any personal information for online behavioral advertising purposes.