

GENERAL TERMS OF USE FOR CIRCULATE°EASY

1. Scope of the terms of use, conclusion of the contract of use, inclusion of the terms of use

1.1 The following terms of use apply to the range of services offered by RecycleMe GmbH (hereinafter "**RecycleMe**") under the name circulate°easy, which is operated and can be accessed as an online platform at the address www.recycleme.eco (hereinafter also referred to as the "**online platform**" or simply "**circulate°easy**"). Circulate°easy enables users to easily and quickly classify the recyclability of their packaging into a results-cluster based on German law via an internet connection during the term of the user contract. It is ideally suited for beginners and is based on continuously updated and adapted templates of well-known and widely used packaging types.

1.2 The subject of the user contract is not the connection of the user to the internet, the network connection or the provision and maintenance of the necessary hardware and software of the user.

1.3 With the online registration by way of the auto-sign-in process, the user receives an email with a confirmation link after providing the requested information. After verifying the e-mail address by clicking on the link, the user has access to circulate°easy with his own access data,

a) if the user confirms that he/she has taken note of these terms of use and that he/she accepts the validity of these terms of use as binding,

b) he/she agrees to the processing and use of the respective data disclosed by him/her for the purposes of the performance of this contract (see on data protection No. 6 below) and

c) if the registration process is successfully completed and an account is created, a contract of use for the free use of the online platform is concluded between RecycleMe as the provider of the online platform and the user in accordance with these terms of use. An express declaration of acceptance by RecycleMe is not required unless RecycleMe has reason to reject the offer made by the user to conclude a contract of use. However, the entitlement to use the online platform free of charge only exists if and insofar as the user complies with the further requirements for free use in accordance with section 2.

d) general terms and conditions of the user do not apply.

2. Rights of use and restrictions

2.1 The use of the online platform by the user, including the results thereof, may only be used for packaging placed on the market or associated prototypes in the user's own name and for the user's own account and exclusively for the user's own use. The user assures RecycleMe that he holds all necessary immaterial rights to the packaging which he records on the online platform. The user guarantees not to violate the rights of third parties.

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2.2 RecycleMe grants the user the non-transferable, non-exclusive, free of charge, revocable right to use the circulate°easy platform for the duration of the contract.

2.3 The user may not publicly reproduce or enable access to the circulate°easy platform or its content and results, in particular the classification of the recyclability of the user's packaging in a results cluster, either in whole or in part, and may not make it available to third parties (whether for a fee or free of charge), either in whole or in part. The transfer of corresponding rights of use to third parties requires the prior written consent of Reclay. An exception to this are the companies affiliated with the user within the meaning of §§ 15 ff. AktG (German Stock Corporation Act)

2.4 The RecycleMe logo may not be removed from printouts and PDF documents.

2.5 The user's right of use under the user agreement does not include the right to use company logos or other labels of RecycleMe or the online platform circulate°easy for advertising or other purposes or for publications of any kind.

2.6 The online platform may not be used for items that violate legal regulations or the rights of third parties.

2.7 Although no restrictions are specified regarding the maximum intensity of use of the online platform, deliberately excessive use beyond a normal level is not permitted in order not to affect system stability. As a non-binding guide, the number considered

critical is a regular retrieval of more than 100 recyclability classifications per month.

3. Conditions for free use

RecycleMe waives the payment of a usage fee by the user if and insofar as the user fully observes the provisions of No. 2 of these terms of use during the period of use and the user is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), i.e. a natural person or legal entity or partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.

4. Property rights and copyrights

4.1 The circulate°easy online platform belongs and remains the property of Reclay, whereby the related copyrights and other industrial property rights also fall to Reclay. RecycleMe also retains all rights to further developments, translations, changes and updates/grades of the online platform.

4.2 Insofar as the services provided by RecycleMe within the scope of the user contract and in connection with the use of the online platform are copyrightable, RecycleMe also reserves the copyright and the property rights. This applies in particular to test reports, test results, calculations, sketches, illustrations and other documents.

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5. Data Security

All data on the online platform is secured by technical and organisational measures against loss, destruction, access, modification and distribution. RecycleMe cannot, however, be held responsible for the loss of data. The user consents to the processing of the data required to provide the service and undertakes to treat access data to the protected area as strictly confidential, not to pass it on to third parties under any circumstances and to inform RecycleMe immediately if he has reason to suspect that unauthorised third parties have gained access to the access data or the online platform itself.

6. Data protection

6.1 Personal data is processed and used in accordance with Art. 6 paragraph 1b) and f) of the EU general data protection regulation for the execution of the usage contract. The data is stored for the duration of the usage contract and after its termination –if necessary- for the duration of legal retention periods.

6.2 RecycleMe will conclude a commissioned data processing agreement with the user if and to the extent that personal data of the user is passed on to third parties on behalf of the user processed or used by them.

6.3 For the period of storage of personal data, the user is entitled to request information on the data from the contractor any

time. The user is also entitled to request the correction, deletion and blocking of individual personal data, insofar as this does not conflict with the legitimate interest of RecycleMe in the continuation of data processing against the background of the usage contract and its legal obligations.

6.4 The user is entitled to complain to the competent supervisory authority if he or she believes that the processing of his or her personal data is not lawful. The address of the supervisory authority responsible here is: Der Hessische Beauftragte für Datenschutz und Informationsfreiheit, Postfach 3163, 65021 Wiesbaden. Further rights of the concerned party result from Art. 15- 23 of the EU general data protection regulation.

7. Warranty and availability

7.1 The use of the online platform by the user shall be made to the exclusion of any warranty for the completeness, correctness, topicality and marketability of the online platform and the results provided by it, in particular with regard to the classification of the recyclability of the user´s packaging in a results cluster.

7.2 RecycleMe does not warrant that the online platform is available at all times and without restrictions, is error-free, secure or free of viruses or other harmful components. RecycleMe also assumes no warranty regarding the functionality of the online platform in the event of unsuitable equipment

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or configuration of the hardware or software on the part of the user.

7.3 RecycleMe is not liable for damages of any kind incurred by the user or threatened to the user if the user has used and/or relied on the online platform or the circulate°easy service offer. The foregoing also applies to any third party.

7.4 RecycleMe is entitled to discontinue its online service offer circulate°easy at any time, even without prior notice.

8. Liability and indemnification

8.1 The contractor is liable without restriction according to the legal regulations for damages of the user,

- a) caused intentionally or by gross negligence
- b) which are based on malice by the part of Reclay
- c) which are based on a culpable breach of "material contractual obligations (as defined in Section 8.2 below)
- d) are the result of culpable injury to health, body or life, or
- e) for which liability is provided for under the Product Liability Act in its valid version

8.2 "Material contractual obligations" are obligations that protect the legal positions of the user that are material to the contract and that the contract of use is intended to grant the user in accordance with its content and

purpose; material contractual obligations are also obligations whose fulfilment makes the performance of the contract of use possible in the first place and on whose fulfilment the user regularly relies and may rely.

8.3 In the event of a breach of material contractual obligations, however, RecycleMe shall only be liable in the case of slight negligence insofar as damage is typically associated with the contract and its foreseeable.

8.4 In all other aspects, RecycleMe shall be liable in accordance with the statutory provisions for gratuitous contracts.

8.5 If and insofar as the liability of RecycleMe is excluded in accordance with the above provisions, this shall also apply to the personal liability of the employees, workers, staff, representatives and agents of Reclay.

8.6 The user is obliged to indemnify RecycleMe from any liability and any costs, including possible and actual costs of legal proceedings, upon first written request, if a claim is made against RecycleMe by third parties as a result of the alleged or actual infringement of third-party rights in connection with the use of the online platform by the user.

9. Term of contract/ Termination

9.1 The contract of use is concluded for an indefinite period and may be terminated by either party without notice at any time without stating reasons.

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9.2 The extraordinary termination without notice for good cause remains unaffected. Such good cause for termination of the contract of use exists for RecycleMe if the user does not fulfil his obligations from the contract of use and violates the provisions of Item 2 of these terms of use, as well as in the case misuse, the passing on of access data or use for illegal purposes. In such a case, the user's account will be immediately blocked and deleted; RecycleMe reserves the right to assert claims for damages against the user.

10. Applicable law, place of performance, salvatory clause

10.1 German substantive law shall apply to the interpretation and implementation of these General Terms of Use as well as to the entire legal relationship between RecycleMe and the user, to the exclusion of the reference norms of German international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The place of performance and exclusive place of jurisdiction is the registered office of Reclay- This does not apply to dunning proceedings and other mandatory statutory places of jurisdiction which cannot be deviated from by agreement between the parties.

10.3 Should one or more provisions of these General Terms of Use be or become invalid or unenforceable in whole or in part, this shall not affect the validity of these Terms of

Use and their remaining provisions. The parties (RecycleMe and the User) undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.

10.4 RecycleMe reserves the right to amend the terms of use at any time and to make the further use of the online platform dependent on the agreement to the amended terms of use.