

**General Terms of Use for the Online Shop for European Packaging Licensing of Interzero Recycling Alliance GmbH**

Welcome to the online shop for pan-European packaging licensing from Lizenzero, available at <https://www.lizenzero.eu/en/> ("Onlineshop" of Interzero Recycling Alliance GmbH, Stollwerckstr. 9a, 51149 Cologne ("Interzero Recycling Alliance")). If you have any queries, you can contact us on +49 2203 1964-0 or by email at [kontakt@lizenzero.de](mailto:kontakt@lizenzero.de). You can access and print out the current version of these terms of use at <https://www.lizenzero.eu/en/terms-of-use/>.

**Preliminary remark**

Interzero Recycling Alliance offers companies registered in the online shop or commercial distributors of sales packaging ("users") the opportunity to use the online shop and the services available thereon on the basis of and in accordance with the provisions of these terms of use. Use is for commercial purposes, i.e. for the purposes of the commercial or self-employed professional activity of the user (if applicable, represented by their legal representatives or authorised employees - minimum age 16 years).

In the Federal Republic of Germany, Interzero Recycling Alliance operates an officially recognised, nationwide system for the removal of obligations for packaging within the meaning of Section 3 (16) VerpackG (Dual System Interzero Recycling Alliance / "IRA"), which guarantees the regular collection of used sales packaging from private end consumers or in their vicinity. The online shop offers the opportunity to obtain an assessment of the licensing obligation for packaging in other EU member states and/or to purchase information packages as part of a further range of services, or to commission Interzero Recycling Alliance to handle licensing in other EU countries.

By clicking on the corresponding button when registering, the user declares his agreement to the exclusive and binding validity of these terms and conditions.

**1. on-demand services**

1.1 In particular, the following services are available on the platform:

- a) Login and profile management;
- b) Obligation assessment for packaging supplied to EU member states;
- c) Contract overview and management and
- d) Use of various digital services.

1.2 The use of the online shop and the services is free of charge for the purposes specified in section 1.1 a) - c); any costs incurred for Internet use (including mobile use, if applicable) are based on the tariffs of the respective telecommunications provider.

**2. login/registration and data update**

2.1 By completing the online registration process and creating a profile, a licence agreement is initially concluded with Interzero Recycling Alliance as the operator of the online shop. The object of the licence agreement is the free use of the profile. Text form (§ 126 b BGB) is agreed for the licence agreement. It is subject to the law of the Federal Republic of Germany; the exclusive place of jurisdiction is Cologne.

2.2 To create a customer profile, a user account must be set up. This consists of a user name and a password ("log-in data"). Interzero Recycling Alliance also reserves the right to provide the user with alternative ways to log in.

2.3 The creation of a user account is only possible if the user provides a current e-mail address. This e-mail address is also used for communication between the user and Interzero Recycling Alliance.

2.4 The password must be kept safe and only made accessible to as limited a group of people as possible. If the user suspects that a third party knows one of his authentication elements and/or is using his user account without authorisation, he is obliged to change his login data immediately and to inform Interzero Recycling Alliance immediately of the suspicion so that Interzero Recycling Alliance can take appropriate measures to block the user account.

2.5 In the next step, the user will receive an email asking them to confirm their address and account and to give the consent required under section 5. Clicking on this link completes the creation of the account.

**Our General Terms and Conditions apply, available on the Internet at [www.lizenzero.eu](http://www.lizenzero.eu).**

Interzero Recycling Alliance GmbH | [lizenzero.eu](http://lizenzero.eu) | Stollwerckstraße 9a | 51149 Cologne | 51116 Cologne Local Court Cologne, HRB 104034,

VAT ID No. DE345747730 | Management: Michael Bürstner, Frank Kurrat |  
Bank details: IBAN: DE43 3708 0040 0981 7773 01 | BIC: DRESDEFF370

2.6 By entering the data in the online shop, the user also guarantees that it is correct and complete. He warrants that all data and details are always up to date and will make any necessary changes without delay. The user acknowledges that Interzero Recycling Alliance is not responsible for problems with the conclusion or fulfilment of the contract that are attributable to such incorrect information.

### 3. indication of the packaging quantities

After proper registration in the online shop has taken place, the user is given the opportunity in the next step to enter the packaging quantity expected within a calendar year or contract year ("forecast quantity") and, based on this, to carry out a free obligation assessment and/or conclude a contract with Interzero Recycling Alliance for various licensing services. The forecast quantity is used to initially determine the *expected packaging* quantities and to prepare an estimate or offer based on this. If the user commissions Interzero Recycling Alliance to take over the licensing of its packaging in individual countries, the packaging quantities *actually placed* on the market by the user may also have to be reported to Interzero Recycling Alliance at the end of a calendar year. In the context of a final invoice in the following year, this may mean that the expected remuneration (quantity-dependent variable) and the third-party costs (licence costs to be paid to the respective dual system) indicated at the time of registration may increase or decrease due to deviations.

### 4. conclusion of contract

4.1 A contract for the packaging licensing services in EU countries offered in the online shop between the user and Interzero Recycling Alliance shall be concluded in accordance with the following provisions:

a) After successful completion of the registration process and, if applicable, the performance of an obligation assessment, the user is given the opportunity to view a sample of the respective contract by clicking on the "Sample contract" button. This sample represents an offer by Interzero Recycling Alliance to conclude a contract.

b) By clicking on the "BUY NOW" button, the user accepts this contract offer under the conditions set out in the sample contract.

4.2 After the contract has been concluded, the user can view and print out his contract documents in the online shop at any time.

### 5. commitment assessment / advertising consent

In order to use the online shop, carry out individual obligation assessments and create a personal account with which obligations can be checked on an ongoing basis, the user consents to being contacted by Interzero Recycling Alliance or other companies of the Interzero Group by e-mail (newsletter, surveys, evaluation requests) or, in special cases, by telephone in order to be sent information and customised offers for services in connection with packaging licensing in the Federal Republic of Germany or in individual EU member states. Consent can be revoked informally via customer support or by e-mail.

### 6. data protection

As part of the registration process, the user agrees to the data protection provisions of Interzero Recycling Alliance by clicking on the button provided for this purpose. The current data protection provisions of Lizenzero can be found at <https://www.lizenzero.eu/en/data-protection/abrufbar>. Questions about data protection can be sent to [kontakt@lizenzero.de](mailto:kontakt@lizenzero.de).

### 7. cookies

7.1 Interzero Recycling Alliance uses its own and third-party cookies to improve the presentation and content. A cookie is a standardised text file that is stored by the user's browser for a specified period of time. Cookies enable the local storage of information such as language settings and temporary identification features. Cookies also enable statistical recording and analysis of general user behaviour when visiting the online shop and the Interzero Group websites.

7.2 Interzero Recycling Alliance only uses optional cookies and comparable technologies for marketing and analysis purposes if the user has given consent for data processing in accordance with Art. 6 para. 1 lit. a) GDPR and for data transfer to third countries in accordance with Art. 49 para. 1 lit. a) GDPR via our cookie banner.

7.3 Further information on the cookies used by Interzero Recycling Alliance can be viewed at any time at <https://www.lizenzero.eu/en/data-protection/>.

### 8. safety / technical requirements

8.1 Interzero Recycling Alliance and its affiliated companies of the Interzero Group, cf. AktG ("Group companies"), take appropriate technical measures, in particular to protect user data from risks during data transfers and from unauthorised access by third parties. Group companies of the Interzero Group are not considered third parties in this sense; they may be commissioned by Interzero Recycling Alliance to carry out contractual services and measures. To secure the data entered by the user in the online shop, Interzero

Recycling Alliance uses Transport Layer Security (TLS), which encrypts the information entered by the user.

8.2 The user shall also take precautions to ensure that the process of accessing the online shop does not expose the user to the risk of viruses, malware or other damage to the user's own computer systems and devices. A current web browser with JavaScript and cookies enabled, a reliable internet connection and a minimum screen resolution of 1024x768 pixels are required to use the online shop.

## 9 Technical faults

9.1 Unfortunately, Interzero Recycling Alliance cannot guarantee that the Online Shop will always be available without interruption and will function without errors at all times. The User therefore acknowledges and accepts that access to the Online Shop may be affected by interruptions, errors or delays. These may be due, among other things, to necessary repair or maintenance work for the purpose of correct operation or the improvement, optimisation and/or further development of the online shop, to technical problems in the execution or operation of the platform, to high data volumes on the Internet or to infrastructure failures.

9.2 Interzero Recycling Alliance also reserves the right to change the technical specifications of the online shop for operational reasons or to block the portal for operational reasons (e.g. for maintenance purposes or due to emergencies). If this is technically possible and reasonable, the user will be notified of this as early as possible. Interzero Recycling Alliance shall then endeavour to rectify the disruption quickly and make the portal available again as soon as possible.

## 10. term of user contract / cancellation of account

This contract of use for the Interzero Recycling Alliance online shop runs for an indefinite period and ends automatically with the cancellation of the user account. Deletion may be carried out by the user himself or by Interzero Recycling Alliance after termination of the respective contract between the parties. Interzero Recycling Alliance reserves the right to carry out the cancellation automatically five years after termination of the customer relationship.

Both parties reserve the right to extraordinary cancellation for good cause. The cancellation shall be made in text form (§ 126 b BGB).

## 11. liability

11.1 Unless otherwise stipulated in this contract, the parties shall be liable to each other as follows:

- a) For any wilful or grossly negligent causation of damage by a party, its respective legal representatives or vicarious agents;
- b) in the event of wilful or negligent injury to life, limb or health by a party, its respective legal representatives or vicarious agents;
- c) insofar as a party, its respective legal representatives or vicarious agents have fraudulently concealed the defect of an item or have assumed an express guarantee;
- d) for claims under the Product Liability Act up to the maximum liability amount provided for by law;
- e) Unless a case of 11.1 a) - d) exists, the parties shall otherwise be liable to each other in the event of simple negligence only in the event of a breach of material contractual obligations by the other party, its respective legal representative or vicarious agent and limited to typically foreseeable damage. Essential contractual obligations are those contractual obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the other party regularly relies and may rely. The parties agree that the typically foreseeable damage shall not exceed € 5,000,000.00 for property damage and € 250,000.00 for other financial losses.

11.2 Any further liability of the parties is excluded.

## 12. external contents

The online shop may contain links to external websites of third parties ("external websites"). The external websites are subject to the liability of their respective operators. When the external websites were first linked, Interzero Recycling Alliance checked their design and external content for existing legal violations. No legal violations were apparent at that time. However, Interzero Recycling Alliance has no influence whatsoever on the current and future design of the external websites and their content. The respective linking does not mean that Interzero Recycling Alliance adopts the third-party content behind the links as its own; constant monitoring of this third-party content is not reasonable for Interzero Recycling Alliance without concrete indications of legal violations. However, if Interzero Recycling Alliance becomes aware of any legal violations, it will delete the relevant links immediately. Users are requested to report to Interzero Recycling Alliance any (even possible) legal violations that they see on the external websites.

## 13 Validity of further provisions

In all other respects, the provisions of the contract on participation in the Interzero Recycling Alliance dual system and our General Terms and Conditions apply, available on

the Internet at <http://www.lizenzero.eu> or by telephone  
on +49 2203 1964-0

\*\*\*\*\*