

Terms of Use for the Recyda® Basic Tool

Welcome to Recyda. Recyda GmbH provides a software and database on international packaging recyclability. A basic version (“the tool”) with limited scope is provided free of charge. By clicking “I accept” or by using the service, you are agreeing to all the terms and conditions stated in this agreement. This is a legal agreement (“Agreement”) between you (“User”) and Recyda GmbH (“Recyda”, “We”, “Us”, “Our”) stating the terms and conditions that govern your use of the service. If you do not agree, do not use the service. The collection of information including your personal information is governed by our Privacy Policy, available on www.recyda.com.

§ 1

Definitions

- (1) „Provider“, „We“ is **Recyda GmbH**, Kaiser-Joseph-Straße 254, 79098 Freiburg im Breisgau, Germany.
- (2) „Service“ means the version of the software tool that you will access through your browser.
- (3) „User“, „You“ is the person using the software and accepting this agreement.
- (4) “Your data” refers to all data you enter into the software which resides and runs through our systems. You are solely liable for your data and the consequences of submitting it.

§ 2

Usage of the Service

- (1) We grant you a non-exclusive, non-transferable, non-assignable and limited right to access and use the service for your internal business purposes in accordance with this agreement. Your access to the service can be revoked at any time, as described in the section “Termination”. You must not access the Service if You are Our competitor or in order to develop a competing product or service.
- (2) For this basic free version of the tool, no support services will be provided for the service and we reserve the right in our sole discretion to change, add or otherwise modify features to the service at any time and without notice.
- (3) You must not
 - a. Download, redistribute or publish any of the database content in any way other than intended by normal use of the application.
 - b. Hack, crack, phish, inject or otherwise compromise the security or integrity of the service or use the service to transmit malicious code or interfere with performance of the service.
 - c. Reverse-engineer, decompile, disassemble or otherwise attempt to derive source code or data from the internals of the service.
 - d. Perform or disclose any of the following security testing of the Service environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing.

- e. Use the service to build a competitive service or copy any features or graphics.
- (4) We may at any time limit, suspend or change your access to this free version of the tool or change or introduce pricing models to limit certain features.

§ 3

Intellectual Property

- (1) We preserve all rights in and to the service and all related IP rights, including any changes, improvements and derivative versions developed and provided by Recyda under this Agreement.

§ 4

Governing Law and Jurisdiction

- (1) This agreement is governed under the laws of Germany. The courts having exclusive jurisdiction are located in Freiburg, Germany.

§ 5

Warranty and Liability

- (1) This service is provided on an “as-is” basis and may contain defects or errors and may be unavailable from time to time. No service levels shall be applicable to this free version of the tool. We hereby disclaim all warranties. You are responsible for determining the suitability of this service for your purposes.
- (2) You agree to indemnify, defend and hold Recyda and our employees and directors harmless for any claims by you or any third party which may arise from or relate to this agreement or the provision of the service to you including reasonable attorney fees, court costs and disbursements.
- (3) We shall not have any liability to you or any third party, in any event, for any lost revenue, profits, data or for any indirect, special, incidental, consequential cover or punitive damages.

§ 6

Termination

- (2) We reserve the right to terminate your access to our service at any time, at our discretion without explanation. Your means of terminating this agreement will be to stop using the service and notify Recyda about this. We will then delete your data in accordance with our policies.