

1. Definitions

“User”: a provider or a requester of a material flow who makes available or requests materials across the Online Symbiosis Platform with a view to establishing symbiosis.

“Online Symbiosis Platform” or “Symbiosis Platform” or “Platform”: the online platform made available by OVAM to Users with a view to establishing symbiosis.

“OVAM”: the Openbare Vlaamse AfvalstoffenMaatschappij (Public Waste Agency of Flanders). The terms “us” or “we” as used hereinafter refer to OVAM.

“Symbiosis team”: is an independent team of materials experts, made up of members of staff of VITO (Vlaamse Instelling voor Technologisch Onderzoek - Flemish Institute for Technological Research) (for the period 2019-2020).

2. Acceptance of and amendments to the General Terms and Conditions

2.1 By using the Online Symbiosis Platform, you agree and accept the General Terms and Conditions as detailed below. If you choose not to accept the General Terms and Conditions, you should refrain from using the Online Symbiosis Platform.

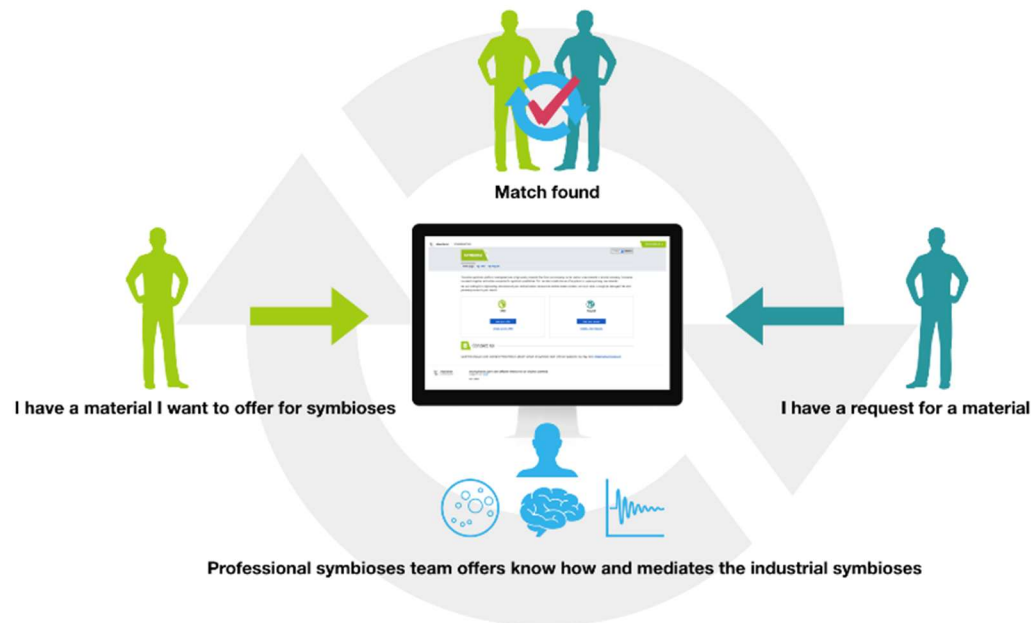
2.2 OVAM reserves the right to make changes to the present General Terms and Conditions or to the Platform from time to time (including the option of transferring the Platform to a third party or to allow a third party to operate the Platform). We may do so for a variety of reasons, including but not confined to changes in the law, new functions, etc.

The latest version of the present General Terms and Conditions is available on the Platform. Where any such changes have a major impact on your rights and obligations, we shall endeavour to notify you thereof by reasonable means. If you continue to use the Platform after such an amendment has taken effect, this shall be taken to mean that you agree and accept the General Terms and Conditions and/or the altered Platform.

3. Purposes of the Symbiosis Platform

3.1 By taking part in the Symbiosis Platform, Users set out to find other Users that are interested in a material flow that has been offered or requested.

The Symbiosis Platform is a platform where requesters and providers of materials meet one another. The Symbiosis team helps these parties make the right contacts. If Users enter into a symbiosis, they determine the financial component of this agreement entirely at their own discretion. There is one requirement: every deal reduces their environmental impact. In doing so, we work towards building the circular economy.



3.2 By taking part in the Symbiosis Platform, Users set out to seek ways to deliver ecological and economic added value.

- **High-quality material valorisation**
Users offer a material flow for high-quality material recycling (providers) or are looking for alternatives to primary raw materials (requesters).
 - As a provider, you only get to see requests from Users that propose higher quality processing methods than your own current processing methods.
 - As a requester, you get to see offers which currently involve less sustainable processing methods than your proposed processing method.
- **Networking**
Between companies, both within the same sector and across sectors.
With the assistance of knowledge institutions from various sectors.
- **Workable solutions**
In association with pertinent knowledge and research centres, the Symbiosis team advises on the feasibility of potential symbioses in a way that is alive to their business interests and delivers maximum protection of humans and the environment.

4 Rights and obligations

4.1 Users

- 4.1.1 As a User, you offer assurances that all data you share on the Platform, whether private or public data, are correct and complete.
- 4.1.2 As a User, you are responsible for the acceptance criteria and the requirements regarding the composition, origin and lawful use of material flows of other Users (more information via checklist, see www.smartsymbiose.com). You are responsible for assessing whether a symbiosis is suitable and, if necessary, have your own external advisors assist you if you consider it necessary. For advice on symbiosis

- 4.1.3 As a User, you hereby guarantee that you fully comply with the applicable regulations, including the Materials Decree, so as to rule out risks to humans and the environment. Furthermore, you offer assurances that each symbiosis you set up with another User will comply with applicable regulations, including the Materials Decree.
- 4.1.4 As a User, you undertake to use the Platform solely for the lawful purposes outlined above as pursued by the Platform, and not to exchange information that is at odds with applicable laws and regulations, including but not confined to competition law.
- 4.1.5 As a User, you undertake not to use the Platform in a manner that might interrupt, disrupt or have a detrimental impact on the Platform or the servers and networks connected thereto.
- 4.1.6 As a User, you agree and accept that we may verify the information you leave on the Platform, without such verification bringing any kind of obligation or responsibility for OVAM.

4.2 OVAM

- 4.2.1 Even though OVAM reserves the right to verify information of Users on the Platform, OVAM declines all liability for inaccurate information of Users posted on the Platform, and OVAM is unable to offer assurances that every piece of information posted by Users on the Platform complies with the present General Terms and Conditions.
- 4.2.2 OVAM is within its rights to remove Users who disseminate inaccurate information on the Platform with immediate effect or to undertake legal steps against such Users.
- 4.2.3 OVAM is within its rights to remove Users who use the Platform in an illegal or unlawful manner and to undertake legal steps against such Users.
- 4.2.4 OVAM pays a lot of care and attention to its website and the Platform and is committed to ensuring that all information is as complete, accurate, understandable, precise and up to date as possible. In spite of its best efforts, OVAM is unable to offer assurances that the information made available is complete, accurate, precise and up to date. If information provided on or through this website proves to be flawed, OVAM will make every effort to remove the said information as soon as possible. If you should come across any inaccuracies, please contact the website administrator. To do so, click 'Contact' in the navigation bar.
- 4.2.5 OVAM makes every effort to prevent as widely as possible any interruptions of the Platform of a technical nature. However, OVAM is unable to offer assurances that the Platform is completely free from interruptions and other technical problems.
- 4.2.6 Insofar as permitted under applicable law and except in the event of wilful intent or fraud, OVAM declines all and any liability for direct or indirect loss or damage arising from the use of the website, the Platform or from the information made available through or communicated on the Platform. This shall equally apply without any limitation for all and any losses, work stoppages, damage to your equipment, programs or other data on your computer systems.

4.3 Symbiosis team

- 4.3.1 On request, the Symbiosis team informs Users on a no-obligation basis of potential symbioses and on legal, technological and logistical barriers to establishing symbioses.
- 4.3.2 The parties hereby agree that the information provided by the Symbiosis team neither constitutes advice nor a recommendation, nor a position that is binding on OVAM. No communications from or information supplied by the Symbiosis team may be interpreted as constituting any kind of guarantee in respect of achieving a particular result.
- 4.3.3 Insofar as permitted under applicable law and except in the event of wilful intent or fraud, the symbiosis team declines all and any liability for the information it has communicated to Users.

5 Symbioses between Users

- 5.1 Neither OVAM nor the Symbiosis team are responsible for the conduct of Users on the Platform or elsewhere.
- 5.2 Users act for their own account and make their own, independent decisions regarding whether or not to engage in a symbiosis and regarding whether or not a symbiosis is suitable or appropriate or is established in compliance with applicable regulations, whereby they may call on the assistance of their own external advisers or otherwise, should Users deem this necessary.
- 5.3 The symbiosis between Users is laid down in a separate agreement between the Users concerned. In no event shall OVAM and the Symbiosis team be a party to such an agreement.
- 5.4 Users are solely responsible for complying with the obligations arising from an agreement in respect of symbiosis with another User.

6 Processing of (personal) data and confidentiality

6.1 Publication of public and private data of a User

6.1.1 All symbiosis requests and all symbiosis offers by Users contain public and private data.

- **Public data:** at all times, the basic information about your request/offer is public. These include a rough material description, the main, standard and sub-category of waste, the EURAL code (if known), the condition of the material and the current processing methods.
- **Private data:** by default, your company name and the details of your company's dedicated contact officer are private. In addition, the quantity, frequency, and the location of the material offered and any other information made available by you (e.g. attachments) are private data.
- **Messages:** messages sent between Users using the Platform's message application may be read by the Symbiosis team with a view to establishing symbioses. By using the Platform, you agree and accept that the Symbiosis team may read messages.

- 6.1.2 As soon as you engage in a symbiosis with **another User**, you will be notified by way of a pop-up that both parties will be seeing one another's private data (not shown to other companies). As such, Users do not have access to your private data, unless with your permission.
- 6.1.3 **The Symbiosis team** has access to the individual public and private data of Users and the messages exchanged between Users. This is the only way to enable the Symbiosis team to provide no-obligation support.
- 6.1.4 **OVAM** has access to the individual (private and public) data of Users. OVAM is sent periodic reports by the Symbiosis team containing aggregated symbiosis data according to material flow, sector or region to enable the former to monitor symbiosis in Flanders.

6.2 Confidentiality

- 6.2.1 By using the Platform, the User declares his data to be confidential.
- 6.2.2 Each User undertakes to treat the information and data of Users on the Platform as confidential information. Users may use this confidential information only for purposes outside of the Symbiosis Platform if they have received the prior, express and written confirmation to do so from the User that posted the information on the Platform.
- 6.2.3 OVAM waives all and any liability for breaches of this duty of confidentiality by Users.

6.3 Processing of personal data

OVAM's Privacy Statement applies to the Platform to the extent that personal data are processed via the Platform. The Privacy Statement is available as part of the OVAM disclaimer: <https://www.ovam.be/disclaimer>.

6.4 Login via the Government of Flanders' ACM/IDM login procedure

Thanks to the access management of the Government of Flanders, citizens, civil servants and businesses have safe and efficient access to the digital applications and information of the government (of Flanders). Further details: see <https://authenticatie.vlaanderen.be/stb/html/ssologin>.

6.5 Laws and regulations regarding open government

OVAM is a government agency within the meaning of the Governance Decree. It is subject to the regulations governing open government, and shall treat the information supplied by Users in compliance with the Governance Decree.

7 Intellectual property

All (intellectual) property rights (with the inclusion of but not confined to copyrights, trademark rights, drawings or design rights, patent rights, database rights, rights to software and/or other intellectual property rights) in respect of all information, data, texts, drawings, presentations, photos, videos, graphics, logos and/or other content ("**Content**") made

available on or through this Platform by OVAM or by a User as well as in respect of (the operation of) the Platform itself are and remain the sole and exclusive property of OVAM and/or of the User who posted the Content in question on the Platform.

No Content deriving from OVAM or the Platform itself may be reproduced, disseminated, adapted, distributed, translated, publicly disclosed, offered, tendered, published, licensed or transferred, and/or used to create derivative work, without OVAM's prior, express and written permission.

Any Users who wish to reproduce or publicly disclose Content of another User will need to have the latter User's written permission to do so. OVAM assumes no liability for and has no control over the use by Users of the Content of other Users.

8 Hyperlinks and referrals

The website and the Platform contain hyperlinks to websites of other authorities, bodies and organisations and to information sources that are managed by third parties. OVAM has no technical substantive control or say in respect of these sites. As such, it is unable to furnish any assurances regarding the completeness or accuracy of the content or over the availability of the websites and information sources.