

## **Terms and Conditions of Use “Notifications of quantity RIGK Customer Portal”**

The Parties agree to a contract concerning the return, collection and recycling of packaging within the meaning of section 15 para. 1 sentence 1 no. 1-5 of the German Packaging Law (hereinafter also referred to as “Recovery System Agreement” or short “contract”).

### **Terms and Conditions of Use**

These Terms and Conditions of Use amend the contract between the contracting party and RIGK GmbH, Wiesbaden (hereinafter “RIGK”) regarding the use of the RIGK GmbH website for the electronic transmission of notices (Advance Notices and Final Notices as well as the corresponding certificates) and the submission of orders and other documents relevant for reporting purposes (“service offer”).

#### **1. Validity of Contract Terms and Terms and Conditions / Terms and Conditions of Use / Data Privacy Statement**

The use of the RIGK Customer Portal for the electronic transmission of notifications and the placement of orders is solely conducted on the basis of these Terms and Conditions of Use, the Recovery System Agreement and the current General Terms and Conditions of RIGK as well as the Privacy Policy, insofar as these are referenced by RIGK, even if the Terms and Conditions of Use / the Recovery System Agreement /General Terms and Conditions of RIGK as well as the Privacy Policy should not be expressly agreed to again. Counter-confirmations of the contracting party with reference to its Terms and Conditions or Terms of Delivery are hereby objected to. Any deviations from the Terms and Conditions of Use / the Recovery System Agreement /General Terms and Conditions and all further Terms and Conditions only become effective if RIGK confirms these in writing.

#### **2. Service offer**

The contracting party is authorised to – via the RIGK Customer Portal revocable at any time – electronically submit notifications of quantity (Advance/Final Notices as well as the corresponding certificates) and placement of orders insofar as they concluded a legally effective special supplementary agreement to the Recovery System Agreement and agreed to these Terms and Conditions of Use.

#### **3. Requirements for the use of the service offer**

For the use of the service offer, the contractual party is required to use the personal security features agreed to with RIGK, either in form of a contract number, one or more participants designated by them, as well as their usernames (email address stored with RIGK) and passwords in order to identify themselves to RIGK as an authorised participant and to submit and authorise notifications.

#### **4. Access to the service offer, processing of notifications by the bank**

The participant receives access to the service offer if the participant uses their personal security features (contract number, username (email address stored with RIGK) and password), the verification of this data with RIGK has resulted in authorisation, and the participant’s access is not restricted or blocked. Upon granting access to the service offer, the participant can access information or submit notices. In order to be valid, when electronically transmitting the Final Notice, the participant must authorise the notification by providing their personal security features as well as pressing the “Send” button when submitting a notice or the “Upload” button when uploading a certificate; RIGK confirms

receipt of the notice by transferring a PDF file. The transmitted notices shall be processed in accordance with the notification type required for the processing of the contract on the basis of the contract concluded between the contracting party and RIGK.

## **5. Obligation to exercise diligence by the contracting party / participant**

The contracting party is liable for the respective participant who uses the service offer and obligates the participant to adhere to the Terms and Conditions of Use. Prior to using the website, the contracting party must inform participants of the [Data Privacy Statement](#) of RIGK, and that – in connection with the use of the website – their personalised data (name, surname, email, phone number) is collected, processed, transferred, and stored by RIGK and its vicarious agents within the scope of the purpose of the contract.

The participant is obligated to establish the technical connection to the service offer provided by RIGK via the separately notified domain addresses; RIGK is not liable for ensuring permanent access to the service offer.

The participant must keep their personal security features confidential as well as to protect these from access by third parties. This is because any other person who is in possession of the personal security features – in conjunction with their knowledge – can misuse the service offer. In case of misuse, RIGK is authorised – at any time and without prior notice – to revoke the service offer and to block the contracting party and/or the participant from accessing the service offer.

The personal security characteristics must not be stored electronically in an unsecured manner and may only be in the sole possession of the participant. When entering the personal security characteristic, it must be ensured that other persons cannot view this. For this reason, it must not be forwarded by email. If the contracting party or the participant determines that their personal security characteristics have been compromised, or has noticed an otherwise unauthorised usage, RIGK must be informed immediately.

## **6. Liability**

If unauthorised notifications – prior to being sent to RIGK – are based on the use of lost, stolen, or otherwise misplaced personal security characteristics, or on their otherwise improper usage, the contracting party shall be fully liable for themselves and the respective participant towards RIGK for the damage caused thereby, without it being relevant whether the contracting party or participant is at fault.

Terms and Conditions of Use last updated: 24 November 2021