

# Terms and Conditions

Latest update: 11 April, 2024

## 1. Definitions and Interpretations

In this Document, the following expressions have the following meanings:

- 1.1. **"Company"** (referred to as either "Company," "the Company," "We," "Us," or "Our") refers to the corporate entity referenced in the "Company Details" section of the Sites.
- 1.2. **"The Site"** (referred to as either "Site or Sites or The Site" refers to the website accessible at the URL provided in the "Company Details" section of the Site.
- 1.3. **"You"** (referred to as either "Your", or "User") refers to a natural or legal person who is a visitor, member, affiliate, browses, vendor, customer, client, merchant, influencer, or contributor, that is exposed to the content of the Site and/or the Service.
- 1.4. **"Team"** refers to any natural or legal person who contributes to the Site whether employed directly, indirectly or at all by Us.
- 1.5. **"Any Reason"** means any reason or no reason at all. We are never obliged to explain our actions for Any Reason.
- 1.6. **"Service Provider"** means any natural or legal person who processes the data on Our behalf to provide services to Us.
- 1.7. **"Terms"** mean these Terms and Conditions that form an agreement between You and Us.
- 1.8. **"Terms (Service)"** refers to the Terms and Conditions that form an agreement between buyers of the Service and Us.
- 1.9. **"Terms (Partner)"** refers to the Terms and Conditions that form an agreement between an Influencer and Us.
- 1.10. **"Cookies"** means small files placed on Your computer, mobile device, or any other device by a website. These small files contain details of your browsing history on that website among its many uses.
- 1.11. **"Content"** means any material accessible by directly or indirectly accessing the Site.
- 1.12. **"Author"** refers to a natural or legal person, excluding Us, that contributes to the content of the Site.
- 1.13. **"User Content"** is a subset of Content that constitutes the views and opinions of Authors.
- 1.14. **"Authorized Officer"** means the CEO of the Company or other Individual authorized by Us on the Site.
- 1.15. **"Usage Data"** refers to data collected automatically, either generated by the use of the Site or the Service or from the Site infrastructure itself (for example, the duration of a page visit).
- 1.16. **"Personal Data"** is any information relating to an identifiable User.
- 1.17. **"Service Provider"** means any natural or legal person who processes the data on Our

behalf to provide services to Us.

- 1.18. **"Service"** (referred to as "the Service") refers to the Plastic Neutrality Packages available for purchase on the Site.
- 1.19. **"Partners"** refers to any natural or legal person who operates as an independent affiliate for Us.
- 1.20. **"Combined Terms"** means the totality of the provisions in the documents Terms, Terms (Service), Terms (Influencer), Cookies Policy, Privacy Policy, and Disclaimer on the Site.
  - 1.21. All appropriate definitions include singular, plural, and all genders.
- 1.21. Where the context permits, all references to the Company will include the Team.

## 2. Exclusion of Headings

- 2.1. **Purpose:** Headings and subheadings in these Terms are used solely for convenience and organization.
- 2.2. **Interpretation:** They do not constitute part of the agreement and should not be relied upon for interpreting the provisions contained herein.

## 3. Acknowledgment

- 3.1. **Purpose:** These Terms outline the rules for using the Site and define the relationship between You and the Company. They establish Your and Our rights and duties concerning the Site's use.
- 3.2. **Acceptance:** To access and use the Site, you must accept and adhere to these Terms. If You engage with the Site in any manner, it implies You agree to these Terms.
- 3.3. **Non-Acceptance:** If You do not agree with any portion of these Terms, please refrain from using the Site.
- 3.4. **Age Requirement:** You must be 18 years old to use the Site. If You are under 18, You should exit the Site now.
- 3.5. **Supplementary Terms:** Additionally, Your use of the Site is subject to Your acceptance of the Combined Terms. We urge You to review these documents in detail before engaging with the Site.

## 4. Links to Other Websites

- 4.1. **Third-party Links:** Our Site may provide links to websites or services that We do not own or control.
- 4.2. **No Oversight:** We do not oversee, and thus are not responsible for, the content or policies of these external websites or services. Any interactions or dealings with such sites or services are solely between You and the respective third party.
- 4.3. **Liability Disclaimer:** We will not be held accountable for any issues, losses, or damages arising from Your use of or trust in these external sites or their offerings.

- 4.4. **User Precaution:** We recommend that before using any external site or service, You carefully review their terms, conditions, and any other relevant documentation.

## 5. Access Suspension or Termination

- 5.1. **Right to Limit:** We reserve the right to suspend or terminate Your access to the Site immediately, without any prior notification, for any reason, especially if You breach or do not agree to the Combined Terms.
- 5.2. **Effect of Termination:** If your access is terminated, your right to use the Site ends immediately.

## 6. Limitation of Liability

- 6.1. **Liability Cap:** Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of the Combined Terms and Your exclusive remedy for all of the foregoing shall be limited in totality to the amount actually paid by You to Us for use of the Site or 100 Euro if You haven't paid anything to Us.
- 6.2. **Exclusion of Certain Damages:** To the maximum extent permitted by applicable law, in no event shall We or any of Our suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Site, third-party software and/or third-party hardware used with the Site, or otherwise in connection with any provision of these Combined Terms), even if the We or any of Our supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- 6.3. **Specific Disclaimers:** Furthermore, The Company shall not be held responsible for, nor does it assume any liability for, damages or losses of any kind, whether direct, indirect, incidental, or consequential, resulting from:
- a) Unauthorized access to, or use of, any data or information related to the Company.
  - b) Any hacking, security breach, or unauthorized access to the Company's website or associated platforms.
  - c) Failures, malfunctions, or any other issues related to the hardware or software used by or associated with the Company.
  - d) Faults, disruptions, or outages in network connections or services, whether temporary or persistent.
- 6.4. **Jurisdictional Considerations:** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. Each party's liability will be limited to the greatest extent permitted by law in these jurisdictions.

## 7. Site Provision and Warranty Disclaimer

- 7.1. **As-Is Basis:** The Site is made available to You with all its existing faults and issues without warranties. The Company and its associated parties, including its affiliates, licensors, and Service Providers, do not guarantee that The Site will be free from defects or faults.
- 7.2. **No Warranties:** Under the full extent allowed by law, The Company rejects all warranties, whether explicit or implied. This includes implied guarantees that The Site is of merchantable quality, suitable for a specific use, holds ownership rights, and does not infringe on other parties' rights. The Company also does not promise that The Site will fulfill Your expectations or that any business standards or practices will be upheld.
- 7.3. **No Assurances:** The Company does not assure or claim:
  - a) The Site will work without disruptions, have consistent performance, or be error-free.
  - b) That the Site will always be available or that any data, content, or products are accurate, dependable, or up-to-date.
  - c) That communications from the Company, or the Site itself, will be free from malicious software or other potential threats.
- 7.4. **Jurisdictional Variations:** If You are in a jurisdiction that does not permit the rejection of some warranties or sets limits on the rights of consumers, some of the above points might not apply to You. In such situations, We will apply these terms to the maximum extent the law allows.

## 8. Governing Law and Jurisdiction

- 8.1. **Applicable Law:** The Terms are governed by the laws of the country where The Company is registered unless We inform You otherwise.
- 8.2. **Compliance with Local Laws:** When You use The Site, You may also need to follow local, state, national, or international laws.

## 9. Disputes Resolution

- 9.1. **Amicable Resolution:** If You have issues or disagreements regarding The Site, please contact Us first to try and resolve the matter amicably.

## 10. Applicable Provisions

- 10.1. **Local Rights:** You might be entitled to the benefits of the compulsory laws of the country where You reside.

## 11. Compliance with United States Regulations Embargoed Countries:

You confirm and guarantee that:

- a) You are not situated in a country subjected to an embargo by the United States government or identified by the United States government as a country supporting terrorism and
- b) You are not on any United States government's banned or restricted individuals list.

## 12. Severability and Waiver

- 12.1. **Severability:** Should any part of the Combined Terms be found invalid or unenforceable, that part will be adjusted to best reflect its original intent within the bounds of the law.
- 12.2. **Waiver:** Not acting upon or enforcing a right or obligation from the Combined Terms does not prevent either party from doing so in the future. Furthermore, forgiving a single breach does not imply forgiveness for future breaches.

## 13. Translation and Interpretation

- 13.1. **Translations:** Although translations of the Combined Terms may be available, the definitive and authoritative version is the English text.
- 13.2. **Discrepancies:** In case of any discrepancies between translations, the English version will prevail.

## 14. Modifications to the Terms

- 14.1. **Adjustments:** At Our sole discretion, we may alter or update these Terms.
- 14.2. **Acceptance:** By continuing to use The Site, You indicate Your agreement to these Terms and any subsequent modifications.

## 15. Contact Us

- 15.1. **Website Inquiry:** You can contact Us by visiting the “Contact Us” section on The Site.
- 15.2. **Mail Inquiry:** You can contact Us by writing to the address of the company as provided on The Site.