

## Terms and Conditions

### 1. General

1.1. These terms and conditions apply to the use by an individual, institutional or corporate subscriber ('Subscriber') of the data, software tools, information and editorial content ('Licensed Materials') contained in the Plastrack products and services ('Plastrack Services') specified in an order form agreed by Plastrack and the Subscriber ('Order Form'). They will be interpreted in accordance with the laws of England and Wales.

1.2. Delivery of Licensed Materials will be by the delivery methods and/or media set out in the Order Form.

1.3 Provision of Plastrack Services is conditional on payment by the Subscriber of all amounts set out in the Order Form.

1.4 Plastrack and the Plastrack logo are trade marks of Plastrack Limited.

### 2. License Terms and Use Restrictions

2.1 Subscribers will be given access to Plastrack Services on a Per User License, a Site or Multisite License, an Enterprise License or a Function License (each a 'License') as stated on the Order Form and more specifically described in these terms and conditions. All Licenses are personal to the Subscriber named on the Order Form and may not be assigned or transferred. Except where specifically provided otherwise, sections 2.2, 3, 4, 5, 6, 7 and 8 of these terms and conditions apply to all Licenses.

Per User License; this license permits a single individual to access the Plastrack Services and to use the Licensed Materials in the course of the Subscriber's normal business. Where the License is specified on the Order Form to be Read Only use of the Licensed Materials is limited to use on a read-only basis to monitor the markets and section 3.3 of these terms and conditions does not apply. The Subscriber; (i) shall obtain the prior written consent of Plastrack to any additional individual(s) being granted access to the Plastrack Services; and (ii) shall promptly notify Plastrack of any other changes to the individuals identified in the Order Form.

Site or Multisite License; this license permits all the Subscriber's employees and/or other workers normally located at the physical site(s) specified on the Order Form to access the Plastrack Services and to use the Licensed Materials in the course of the Subscriber's normal business.

Enterprise License; this license permits all the employees and/or other workers of the Subscriber Group to access the Plastrack Services and to use the Licensed Materials in the course of the Subscriber Group's normal business. The addition of Affiliates to the Subscriber Group is subject to the prior written consent of Plastrack. References in these terms and conditions to Subscriber includes the Subscriber Group provided that the Subscriber will be liable for acts and omissions of Affiliates as though such acts and/or omissions were the Subscriber's own.

Function License; this license permits all the Subscriber's employees and/or other workers engaged in the Subscriber's business functions specified on the Order Form to access the Plastrack Services and to use the Licensed Materials in the course of providing that function to the Subscriber or the Subscriber's Group as specified on the Order Form.

2.2 In these terms and conditions;

"Affiliate" in respect of a corporate entity means any other corporate entity which directly or indirectly, controls, is controlled by or is under common control with such entity and the term "control" (including the terms "controlled by" and "under common control with") in relation to an entity means the ownership of 51% or more of the voting securities in that entity;

"Authorised User(s)" means; (i) Per User Licence - the named individual(s) identified in the Order Form; (ii) Site License - all the Subscriber's employees and/or other workers normally located at the physical site(s) specified on the Order Form; (iii) Enterprise Licence - all employees and other workers in the Subscriber Group; and (iv) Function License - all employees and other workers of the Subscriber or Subscriber Group (as applicable) who carry out the function specified in the Order form for the Subscriber or Subscriber Group (as applicable).

"Derived Materials" means materials created by or on behalf of the Subscriber incorporating the Licensed Materials in combination with other information and/or data;

"Subscriber Group" means a corporate subscriber and its Affiliates as at the date of the Order Form;

"Unauthorised" in relation to a person means any person other than a Subscriber or any other person within or outside a Subscriber Group who is neither a Subscriber nor an

Authorised User but excludes administrative and support staff who provide technical and other support services to a Subscriber or Authorised Users but do not otherwise use the Licensed Materials.

2.3 Passwords are for the personal use of the individual to whom they are issued and may not be made available to others for the purpose of using the Plastrack Services. If Plastrack suspects that a password is being used by an Unauthorised person it may cancel the password.

### 3. Intellectual Property Rights

3.1. All intellectual property rights, including but not limited to copyright and database rights, in the Plastrack Services and the Licensed Materials are and remain the property of Plastrack Limited.

3.2 Subscribers and Authorised Users acquire no proprietary rights in the Plastrack Services or the Licensed Materials. and except as expressly permitted by these terms and conditions may not use the Plastrack Service or the Licensed Materials in any way that infringes the intellectual property rights in them. In particular Subscribers and Authorised Users may not; (i) make the Plastrack Service or any part of the Licensed Materials available to Unauthorised persons; (ii) re-sell the Plastrack Service or any part of the Licensed Materials to others; or (iii) obscure or remove any copyright notices that appear on Licensed Materials extracted from the Plastrack Service.

3.3 Subscribers and Authorised Users may within the terms of the applicable License create Derived Data and use such Derived Data in the course of the Subscriber's business provided that; (i) the Subscriber acknowledges Plastrack as a data source in relation to all Derived Data; and (ii) the Subscriber does not use or authorise the use of Derived Data in products or services that are competitive with the Plastrack Services.

### 4. Verification and Audit

4.1. The Subscriber shall, within 7 days of a written request from Plastrack provide; (i) a list of all individuals who have access to the Licensed Materials; or (ii) a certificate signed by an officer of the Subscriber confirming that the Subscriber has complied in all material respects with these terms and specifically that the Licensed Materials have not been distributed or transmitted, in any form, to any Unauthorised person.

4.2. Plastrack or any other person authorised by Plastrack shall have the right, after giving written notice of ten clear days, to enter the Subscriber's premises during normal business hours and inspect the Subscriber's records relating to the use and distribution of the Licensed Materials. Plastrack shall treat as confidential all information relating to the Subscriber's business that it acquires in the course of such an inspection.

Plastrack shall not exercise this right of inspection more than once in each calendar year.

4.3. If an audit performed by Plastrack under section 4.2 reveals that the Subscriber is in breach of these terms and conditions the Subscriber will reimburse Plastrack (i) the reasonable cost incurred by Plastrack in performing the audit; (ii) all fees payable in relation to any Unauthorised person revealed by the audit as having access to the Plastrack Services or the Licensed Materials; and (iii) interest on the above amounts from the date they become payable until the date of payment at the highest rate permitted by applicable law.

4.4. The rights of Plastrack under this section shall continue for the term of the subscription and for 12 months thereafter.

## 5. Subscriber's Equipment

It is the Subscriber's responsibility to ensure that it has the equipment necessary to access the Plastrack Services and receive the Licensed Materials.

## 6. Availability of Plastrack Services

Plastrack shall use all reasonable endeavors in accordance with good industry practice to ensure that Plastrack Services are available to Subscribers and Authorised Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum. Time is not of the essence in respect to the delivery of any particular Plastrack Service or Licensed Materials and Plastrack's sole obligation is to effect such delivery as soon as is practically possible.

## 7. Limitations on Liability

7.1 The Plastrack Services and Licensed Materials are provided by Plastrack on an 'as is' basis and Plastrack excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

7.2 The total aggregate liability of Plastrack to any Subscriber in connection with use of the Service or Licensed Materials (other than for death or personal injury caused by its negligence or that of its agents) shall not exceed the amount paid or payable by the relevant Subscriber for the then current subscription term.

7.3 The liability of Plastrack to any Subscriber for interruptions to availability of the Plastrack Service caused by circumstances within its control shall not exceed the amount paid by the relevant Subscriber for access to the relevant Plastrack Service. The only obligation of Plastrack in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Plastrack Service reinstated.

7.4 Plastrack shall be under no liability for any failure, delay or omission by it arising from any cause beyond its control, including, but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, denial of service attacks, fire, civil disobedience, strikes, lock-outs and industrial disputes.

## 8. Suspension and Termination

8.1 Plastrack may without notice and without compensation suspend access to any Plastrack Service by a Subscriber and/or one or more Authorised Users if the Subscriber is in default of its payment obligations or Plastrack has reasonable grounds to suspect the Subscriber or such Authorised User (s) to be in breach of these terms and conditions.

8.2 Plastrack may withdraw any Plastrack Service by giving the Subscriber thirty (30) days written notice expiring at any time and a refund for the remainder of the relevant subscription period on a pro rata basis of the subscription fee already paid by the Customer.

8.3. On expiry of a subscription without renewal, or on termination of a subscription for any reason during the subscription term, the Subscriber shall cease all use of the Licensed Materials immediately.

8.4. Expiry or termination of a subscription shall be without prejudice to the accrued rights and obligations of the parties and, in particular, sections 3, 4 and 7 shall survive termination for whatever reason.

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