

# GENERAL TERMS AND CONDITIONS ("GTC")

## Terms of Use and Subscription for pricenxt

Version 1.0 · Effective from 12 October 2026

### 1. SCOPE

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- 1.1 These GTC shall apply to all products and services of Kunststoff Information GmbH that can be ordered and used via the *pricenxt* online platform at <https://pricenxt.com>, <https://pricenxt.com/en> and <https://app.pricenxt.com>, as well as via the order, registration or login areas integrated there.

*pricenxt* is a SaaS platform for plastics and raw material prices and is offered as "The Plastics Market Intelligence Platform". The scope of *pricenxt* includes, in particular, *pricenxt* Free and *pricenxt* Analytics and may in future also include further *pricenxt* products, services, data offerings or platform functions.

- 1.2 These GTC apply exclusively. Terms and conditions of the customer that conflict with, supplement or deviate from these GTC shall not become part of the contract.

- 1.3 The products and services offered via *pricenxt* are intended exclusively for entrepreneurial customers. Entrepreneur means any natural or legal person or partnership with legal capacity that enters into a legal transaction in the course of its independent professional or commercial activities. Consumers cannot use the products and services offered via *pricenxt*. By placing an order, the customer confirms that the products or services are obtained for commercial or independent professional purposes.

- 1.4 If individual special agreements are made with the customer in any particular case, including ancillary agreements, additions and amendments, such agreements shall take precedence over these GTC, for example extensions of the permitted scope of use in deviation from clause 9 of these GTC or contract terms deviating from clause 4 of these GTC. The content of any such agreement shall be governed by the respective individual agreement with Kunststoff Information.

- 1.5 The following terms shall apply for the purposes of these GTC:

"user account" means the personal access account to *pricenxt* assigned to one named user.

"workspace" means a work and data area maintained in *pricenxt* in which content is stored and, to the extent permitted by the applicable scope of services, shared. A workspace may be operated as a Free Workspace or as a paid workspace.

"seat" means the paid access entitlement of one named user to a paid workspace.

"subscription" means the paid contractual entitlement to use a *pricenxt* product within a specific workspace in accordance with the selected plan and the seats booked for it.

"Workspace Administrator" means an administrator authorised by the customer to manage the relevant workspace, its subscription, seats and user permissions.

"Platform Content" means all data, price information, price assessments, price indices, forecasts, market reports, analyses, price commentary, visualisations, views, boards, cards, tables, charts and comparable content or work results made available via *pricenxt* or generated within *pricenxt* on the basis of content provided by Kunststoff Information.

## 2. CONTRACTUAL PARTNER

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The customer's contractual partner is Kunststoff Information GmbH, Saalburgstr. 157, 61350 Bad Homburg, Germany, phone: +49 (0) 6172 9606-0, fax: +49 (0) 6172 9606-99, registered in the commercial register of the Local Court of Bad Homburg under HRB No. 4334, represented by its managing director, Ms Ulrike Mau, VAT identification number: DE 114 179 864.

## 3. FORMATION OF CONTRACT, TRIAL PERIOD AND PRICENXT FREE

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3.1 By clicking the order button in the *pricenxt* order, registration or checkout process or by otherwise communicating its wish to place an order, the customer submits a binding offer to take out a *pricenxt* subscription or to obtain another product or service offered via *pricenxt*. If a user registers, sets up a workspace or places an order for a company, the user acts on behalf of the company identified as the customer; if this is done in the course of the user's own independent professional activity, the natural person acting shall be the customer. The user confirms that it is authorised to carry out the respective registration, setup or order on behalf of the relevant customer.

3.2 By clicking the button for the free trial in the *pricenxt* order or registration process and providing the required payment details, in particular credit card details or a SEPA direct debit mandate, an eligible registered user may be granted a free trial period for the selected paid *pricenxt* product for the duration stated in the order process.

Trial eligibility is determined per registered user and per paid *pricenxt* product. A user who has already had full trial access to the same paid *pricenxt* product may not use another free trial period for that product. Previous use of *pricenxt* Free or participation in a Free Workspace without full trial access does not use up the user's trial eligibility.

If a trial period is provided for a workspace with several users who have full trial access, the same trial end date shall apply to all such users. Users who are granted full trial access only after a trial period has already started shall receive only the remaining trial period. For each user with full trial access, the trial period for the relevant product shall be deemed to have been used.

Kunststoff Information may refuse to grant a trial period for an objective reason or may terminate a trial period that has already started early. An objective reason exists in particular if incorrect or incomplete information is provided, if there are indications of an attempt to circumvent the trial rules or of abusive use or use in breach of contract, or if the trial access is

intended to be used by or for a competitor of Kunststoff Information. An objective reason also exists if one or more trial periods for the same paid *pricenxt* product have already been used within the same company and the circumstances indicate a systematic succession of trial periods. In such a case, the trial access shall end without automatic conversion into a paid subscription; the personal user account and any existing Free Workspace shall remain unaffected unless there is another reason for suspension or termination.

If the authorised Workspace Administrator expressly ends the trial period early in order to start the paid subscription, the paid subscription shall commence upon confirmation of that selection. The agreed price for the confirmed number of seats shall become due from that time.

If the customer does not cancel the trial within the free trial period, the workspace used for the trial shall automatically be converted into a paid *pricenxt* subscription at the end of the trial period. Unless a different subscription plan was selected or agreed in the order process, the conversion shall be to the monthly subscription plan. The number of seats confirmed in the order process shall apply. The amount due shall be charged using the payment method provided in the order process.

If the customer cancels within the free trial period, the trial access shall not be converted into a paid subscription. The payment method provided shall not be charged in this case. At the end of the trial period, the workspace used for the trial shall continue as a Free Workspace unless there is another reason for termination.

- 3.3 We shall confirm receipt of the order to the customer by e-mail immediately after receipt. A binding contract is formed upon acceptance of the order, activation of access or dispatch of an order confirmation.
- 3.4 Contracts for *pricenxt* may be entered into in German or English depending on the language selected in the order or registration process. The German version of these GTC shall be authoritative in accordance with clause 12.6.
- 3.5 In addition to paid products and services, *pricenxt* is also offered as *pricenxt* Free. *pricenxt* Free is provided without a subscription fee and comprises only selected basic functions of the *pricenxt* platform.

*pricenxt* Free provides a more limited range of functions, data, analyses and services than paid *pricenxt* products. There is no entitlement to any specific scope of functions, data, analyses or services. Kunststoff Information determines which functions, data, tools and other service components are made available under *pricenxt* Free from time to time in accordance with these GTC.

Each registered user shall generally receive its own Free Workspace. Further users may be added to a Free Workspace for collaboration to the extent made available, without this creating a paid seat. Where a workspace is operated as a paid workspace, access to that workspace requires an active seat unless expressly provided otherwise for the relevant product or workspace.

The customer or an authorised Workspace Administrator may subscribe to paid *pricenxt* products for a workspace at any time. Upon activation of the relevant paid subscription, users assigned an active seat shall receive access to the booked scope of services in accordance with these GTC, the order process, the order confirmation or a separate agreement.

*pricenxt* Free is provided without a fixed term and may be terminated by either party at any time without notice. Clause 1.3 applies accordingly; *pricenxt* Free is likewise available exclusively to entrepreneurial customers.

Irrespective of the foregoing, Kunststoff Information may terminate a workspace that is operated exclusively as a Free Workspace if, for a period of at least 36 consecutive months, no user has logged in or otherwise actively used that workspace and no paid *pricenxt* subscription exists for that workspace. Kunststoff Information shall inform the customer in text form at least four weeks before the intended termination. If a user logs in or otherwise actively uses the workspace again within that period, the workspace shall not be terminated for inactivity. In the event of final termination, clause 10.4 shall apply.

Kunststoff Information may change the scope of *pricenxt* Free or discontinue *pricenxt* Free entirely. Any discontinuation shall be announced to the affected users in text form with four weeks' notice.

There is no entitlement to any specific availability of *pricenxt* Free. In deviation from clause 11.2, Kunststoff Information shall be liable in connection with *pricenxt* Free only for intent and gross negligence. Clause 11.1 remains unaffected. The foregoing limitation of liability shall not apply to claims arising out of or in connection with the DPA applicable to the respective Free Workspace; in this respect clause 11 shall apply. Mandatory statutory liability, in particular towards data subjects under Article 82 GDPR, remains unaffected.

The restrictions on use under clause 9 apply to *pricenxt* Free without limitation.

Any switch from *pricenxt* Free to a free trial period shall be governed exclusively by clause 3.2.

## 4. TERM OF CONTRACT AND TERMINATION

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- 4.1 The term of the contract shall be determined by the subscription plan or billing period selected by the customer in the order process.

If the annual subscription plan is selected, the contract has a fixed term of 12 months. The term begins when paid access is activated unless otherwise provided in the order process, the order confirmation or a separate agreement.

If the monthly subscription plan is selected, the selected monthly billing period shall also constitute the contract term. The monthly subscription plan shall continue on a month-to-month basis unless terminated in accordance with this clause.

- 4.2 The annual subscription plan shall automatically renew for successive 12-month periods unless either party terminates the contract by giving four weeks' notice to the end of the respective contract term. The customer shall be separately informed of the automatic renewal and the applicable notice period as part of the order process.

The customer may terminate the monthly subscription plan at any time with effect from the end of the current monthly billing period. Access shall remain available until the end of the paid billing period. Fees already paid shall not be refunded on a pro rata basis.

Notice of termination may be given via the account management area in *pricenxt* or in text form to Kunststoff Information.

Upon receipt of the notice of termination, we shall send the customer a termination confirmation as proof of termination of the product or service ordered by the customer.

- 4.3 Kunststoff Information may terminate the contract for good cause without notice if there are objectively verifiable indications that the customer is in breach of the restrictions on use set out in clause 9, in particular by using the products and services in the name of or on behalf of a competitor of Kunststoff Information or by making them available to third parties that are in competition with Kunststoff Information.

Before issuing the termination, Kunststoff Information shall give the customer an opportunity to respond within a reasonable period. The termination shall permanently terminate the workspace affected by the termination; clause 4.5 sentence 2 shall not apply. Clause 10.4 shall apply to the return and deletion of data.

- 4.4 Kunststoff Information GmbH may terminate the contract with immediate effect for good cause if there are concrete indications that a customer is acting in the name of or on behalf of a competitor or for a company that is in competition with Kunststoff Information, or that products and services have been ordered or are intended to be used for such a company. This also applies in the event of a well-founded suspicion of such conduct. In such a case, Kunststoff Information shall give the customer an opportunity to respond within a reasonable period before the termination is issued. The termination shall permanently terminate the workspace affected by the termination; clause 4.5 sentence 2 shall not apply. Clause 10.4 shall apply to the return and deletion of data.

- 4.5 Upon termination of a paid subscription, the paid right of use for the relevant workspace, including the seats booked for it, shall end at the applicable termination date. Unless the customer simultaneously requests final termination of the workspace, the workspace shall continue as a Free Workspace. The users' personal user accounts shall remain active; the existing users may continue to use the workspace only within the scope of services then available for *pricenxt* Free. Content stored in the workspace shall remain in the original workspace and shall not automatically be transferred to other workspaces of the users.

The conversion of a paid workspace into a Free Workspace shall not constitute termination of the workspace within the meaning of clause 10.4. The DPA applicable to the workspace shall remain unaffected for as long as the workspace continues to exist. If the customer requests final termination of the workspace, clause 10.4 shall apply.

- 4.6 If the DPA applicable to a workspace ends, the contract for that workspace shall end at the same time, including any Free access existing there and all paid *pricenxt* subscriptions and seats existing for that workspace. The users' personal user accounts and their other

workspaces shall remain unaffected. Clause 10.4 shall apply to the return and deletion of the customer's data from the terminated workspace.

- 4.7 Where the DPA grants the customer or the parties a right of termination for good cause, in particular in the event of an objection to a transfer of processing to a third country, a serious breach of data protection laws or the DPA, or an objection to the engagement or replacement of a sub-processor (currently clauses 2, 3.2 and 11.6 of the DPA, including where they apply accordingly), the contract for the affected workspace may be terminated for good cause without notice in accordance with the DPA.

Upon a termination under this clause taking effect, all paid subscriptions and seats existing for the affected workspace shall end. The users' personal user accounts and their other workspaces shall remain unaffected. Kunststoff Information shall refund the customer on a pro rata basis any fees already paid in advance for the period after the termination takes effect for all affected paid subscriptions and seats. Any further claims shall be governed by clause 11. Clause 10.4 shall apply to the return and deletion of data.

## 5. PRICES AND PAYMENT

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- 5.1 The applicable prices shall be those stated on the order form, in the checkout, on the order platform or in the order confirmation at the time the order is placed. The applicable statutory value added tax shall be added to the indicated prices.

The specific prices depend on the selected subscription plan, in particular annual or monthly billing, and on the number of seats booked for the respective paid workspace.

- 5.2 We may adjust our prices at the beginning of a new contract period to reflect the then applicable list prices of Kunststoff Information. For annual contracts, a price adjustment may take effect no earlier than at the beginning of a new contract year. For monthly contracts, a price adjustment may take effect no earlier than at the beginning of a new monthly billing period.

If, after receiving notice of the adjustment, the customer does not agree with the price adjustment, it may terminate the contract in writing or in text form with effect from the end of the current contract period. The customer shall be informed of this right in the adjustment notice.

- 5.3 The fees shall be due and payable in advance immediately upon formation of the contract and, in the event of renewal or continuation of the contract, at the beginning of each new contract or billing period.

For *pricenxt*, payment by credit card and SEPA direct debit mandate are available in the regular order process. Purchase on account is available for *pricenxt* only if expressly agreed separately in the individual case.

If payment deadlines are exceeded, we shall charge default interest at the statutory rate. We reserve the right to claim further damages caused by default.

5.4 Invoices shall be sent to the customer electronically.

## 6. ACCESS TO PRICENXT, USER ACCOUNTS, WORKSPACES AND SEATS

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6.1 Customers and authorised users may access our products and services in the form of price, market, analytical and other data information via *pricenxt* and their personal user account. Each person requires its own user account. A user account is separate from the relevant workspace and may, depending on the respective permissions, provide access to several workspaces.

A personalised business e-mail address that can be clearly attributed to the customer or the customer's company is required to set up and use a user account. Private, anonymous or otherwise not clearly business-related e-mail addresses or domains are not permitted. The use of general e-mail addresses, in particular addresses such as info@, procurement@ or sales@, is likewise not permitted.

6.2 The user name and password are personal and may be used exclusively by the respective named authorised user. They may not be disclosed, passed on or otherwise made accessible to third parties. The customer must impose corresponding obligations on its employees.

A user account may not be shared by several persons, used simultaneously by several persons, or have its access details or existing sessions passed on to third parties.

The customer may not provide or make its access details or existing sessions available to automated systems, agents, applications, services or other technical facilities of third parties that capture, store, export or otherwise process content beyond individual on-screen access by an authorised user. The use of assistive technologies to ensure accessibility shall remain unaffected, provided that this does not result in storage, disclosure, automated analysis or other processing of content beyond the permitted scope of use.

6.3 Each workspace is assigned to one customer as contractual partner and constitutes a separate work, data and permissions area. A user may belong to several Free or paid workspaces through its personal user account. Joining another workspace neither replaces nor merges the user account or any existing workspaces. Each workspace is treated separately for licensing and billing purposes.

A paid subscription is entered into for a specific workspace. Full paid access by a named user to that workspace requires an active seat unless expressly agreed otherwise. A seat booked for one workspace does not grant paid rights of use in any other workspace.

Workspace Administrators may, within the scope of their permissions, invite users, revoke invitations, manage user permissions and book additional seats. An invitation or recommendation of a user does not by itself create any payment obligation. A paid seat shall be added only after it has been expressly booked and the applicable price has been confirmed.

Each additional seat within a workspace shall generally be subject to the same plan, billing interval, price per seat, end date of any promotion granted and renewal date as the existing subscription for the workspace, unless expressly agreed otherwise. If a seat is added during a

current contract or billing period, the fee due for that seat shall be calculated pro rata for the remaining period up to the common renewal date. Any existing promotion shall apply to the additional seat only for its remaining duration and shall not restart.

An existing seat may be reassigned within the same workspace and the same customer to another named user without creating a new subscription. A reduction in the number of booked seats shall take effect on the next renewal date applicable to the workspace; no pro rata refund shall be made for the paid period preceding that date. When a seat ends, the relevant user loses paid access to the workspace but retains its personal user account and any own Free Workspace that may exist.

The customer is responsible for payment of all paid subscriptions and seats of a workspace. Users to whom a seat paid for by the customer is assigned are not required to provide their own payment method for that seat.

Platform Content may be shared only between authorised and activated users of the same workspace and within the scope of services available in each case. The workspace structure does not permit disclosure to persons who have not been activated, external third parties or other legally independent entities unless expressly agreed separately.

If a user is removed from a workspace or its seat ends, the user loses access to that workspace and to the content made available to it there. Content created or stored in the workspace, including shared work results, shall remain with the original workspace and the customer assigned to that workspace and shall not automatically be transferred to another workspace of the departing user. Any administrative rights required for content remaining in the workspace may be assumed by the Workspace Administrator.

The transfer of a workspace to another legal customer requires a separate agreement with Kunststoff Information.

- 6.4 We generally endeavour to ensure the greatest possible availability of *pricenxt*. However, we cannot guarantee uninterrupted availability of *pricenxt* due to maintenance work, technical disruptions, security measures or the installation of updates. To the extent possible, maintenance work and updates shall be carried out during off-peak hours.

Access restrictions, technical restrictions or suspensions under clause 6.5 shall not constitute unavailability of *pricenxt* where they are based on objectively verifiable indications of use in breach of contract, a risk to the security, integrity or availability of *pricenxt*, or an attempt to circumvent technical protection or control mechanisms.

- 6.5 We reserve the right to deny access to *pricenxt* in whole or in part, temporarily suspend access or impose technical restrictions where there are objectively verifiable indications that the technologies used by the customer or the users, or the nature and extent of use, impair or may impair the functionality, security, integrity or availability of *pricenxt*, or restrict Kunststoff Information's ability to verify the customer's or users' access entitlement and the permissibility of the nature and extent of use and to prevent unauthorised obtaining of services or use in breach of contract.

This applies in particular to automated access, the use of bots, scripts, headless browsers, crawlers, scrapers, automated download or extraction tools, unusually high or systematic use, and technologies that, by the specific manner in which they are used, are intended or have the effect of making verification of access entitlement, user identity or the permissibility of the nature and extent of use more difficult, or of circumventing or preventing such verification.

Access may, in particular, be denied, temporarily suspended or technically restricted if the IP address from which access is made is listed on a publicly available blacklist or if the customer or user uses browser software or other technologies that enable extensive anonymisation of the user and concealment of usage behaviour and, in the circumstances of the individual case, there are objectively verifiable indications of an attempt to circumvent the restrictions on use or of use in breach of contract, for example through the use of Tor browsers or comparable anonymisation technologies.

We shall generally contact the customer before any suspension or restriction, inform it of the relevant circumstances and the intended measure, and give it an opportunity to take remedial action within a reasonable period. This shall not apply where immediate action is required to prevent damage, secure the systems, prevent use in breach of contract or in the event of imminent danger.

## 7. SCOPE OF SERVICES OF PRICENXT PRODUCTS

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- 7.1 *pricenxt* comprises browser-based products and services for the provision, analysis and visualisation of price, market and other data relating to the plastics and polymer industry. Individual *pricenxt* products may include different categories of data as well as analysis, visualisation, workspace and collaboration functions.
- 7.2 *pricenxt* Analytics is designed for the provision, analysis and visualisation of price and market data for the plastics and polymer industry, including model-based assessments of possible price developments. The product may, in particular, provide functions for examining time series, price developments, comparisons and relationships between data series, in each case to the extent included in the booked scope of services.
- 7.3 *pricenxt* products may provide the customer with functions for the individual compilation, organisation, display and, where provided, sharing of content within the respective workspace. Results may be stored, exported or shared with other authorised users only to the extent technically provided, included in the booked scope of services and permitted under clause 9.
- 7.4 The agreed scope of services shall be determined by these GTC, the product designation and purpose description of the booked product in the order process, the order confirmation and, where applicable, a separate agreement. There shall be an entitlement to specific individual functions only where these have been expressly agreed. Representations on [pricenxt.com](https://pricenxt.com), in FAQs, advertising materials or other product communications are for information purposes only. They do not form part of the agreed scope of services and do not create any guarantees

or rights of use beyond these GTC. In the event of any conflict between these GTC and product representations, these GTC shall prevail.

- 7.5 The price information, price indices, price assessments, forecasts, analyses and market data provided via *pricenxt* are based on market surveys, editorial assessment and methodological assumptions of Kunststoff Information. They are prepared with the diligence of a prudent businessperson, but do not constitute a warranty of specific characteristics, a guarantee of accuracy, completeness or timeliness, or any recommendation for action, purchasing, pricing or investment.

Forecast presentations and comparable forward-looking analyses are model-based assessments of possible price developments. They do not make any statement as to prices that will actually occur. The customer makes decisions based on the content provided at its own responsibility.

- 7.6 Kunststoff Information may change and further develop *pricenxt* products as part of ongoing technical and functional development and may replace or discontinue individual functions, displays or operating concepts, provided that the essential character and purpose of use of the booked product, as derived from the purpose description in the order process, are preserved and the customer does not suffer any unreasonable disadvantage as a result. This applies in particular to changes resulting from technical developments, security requirements, legal requirements, changes in available data sources, or measures to improve and standardise the platform. The discontinuation, replacement or combination of individual functions shall generally not constitute a material restriction as long as the purpose of use of the booked product is preserved.

Kunststoff Information shall notify the customer in text form at least four weeks before changes take effect if such changes materially restrict the purpose of use or the essential character of the booked product, unless mandatory security or legal reasons require implementation at shorter notice. In such a case, the customer may terminate the contract for the affected product with effect from the date on which the change takes effect. Kunststoff Information shall then refund on a pro rata basis any fees already paid for the unused period. The procedure under clause 12.3 shall not apply to changes to the scope of services under this clause. Clause 3.5 shall apply exclusively to *pricenxt* Free.

## 8. FURTHER PRICENXT PRODUCTS, SERVICES, EXPORTS AND INTERFACES

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- 8.1 *pricenxt* may in future be expanded to include further products, services, data offerings or platform functions. The provision of such additional products, services, data offerings or platform functions does not create any entitlement for them automatically to form part of an existing paid subscription or *pricenxt* Free.
- 8.2 Further *pricenxt* products, services, data offerings or platform functions may form part of *pricenxt* Free, form part of an existing paid subscription, be available for separate booking or be subject to separate pricing. Whether and to what extent such services form part of the

relevant access or subscription or are provided for an additional fee shall be determined by these GTC, the product designation and purpose description in the order process, the order confirmation or a separate agreement.

- 8.3 Where *pricenxt* provides export functions for Platform Content, such exports may be used only within the scope of use permitted under clause 9. The provision of an export function does not extend the permitted scope of use. In particular, it does not authorise publication, disclosure to third parties, use in external reports, customer systems, consultancy services, databases, platforms or other own or third-party products unless expressly agreed separately.
- 8.4 Access to Platform Content or other services of Kunststoff Information via technical interfaces, APIs, data feeds or comparable automated transmission methods is permitted only where expressly agreed separately.

## 9. CUSTOMER'S RIGHTS OF USE

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- 9.1 The Platform Content is legally protected and may be used by the named authorised users for their own information purposes and exclusively for internal business use within the customer's undertaking.
- 9.2 For the purposes of clause 9.1, authorised users are the named users who have been properly activated for the relevant workspace and the scope of services available there. For paid workspaces, the number of users with paid access is limited to the number of active seats for the workspace.

The right of use includes typical browser-based access to pages by the authorised user for research, analysis and display in *pricenxt*, on-screen display and printing, including the usual temporary storage of data by browsers (caching), as well as download or export to a local end-user device of the customer to the extent that such download or export is provided by *pricenxt* or permitted within the booked scope of services.

The use of individual items of information or insignificant excerpts from the content for exclusively internal, own use is permitted, in particular for the preparation of internal calculations, purchasing decisions, market observations, price analyses, planning or internal presentations, provided that no database system, electronic archive, automated data set, own or third-party information, price, forecast, analysis, consultancy or competing product is created and no disclosure to third parties takes place.

The one-time printing of content provided in *pricenxt* for internal, own use is permitted; repeated printing of the same content is not permitted.

The use of boards, cards, tables, charts, views and analysis functions provided within *pricenxt* is permitted within the scope of services activated in each case. Such Platform Content may be shared only between authorised and activated users of the same workspace.

Without an express separate agreement, it is not permitted to integrate the data into own or third-party systems, in particular ERP, inventory management, purchasing, procurement,

analysis, database, AI, forecast or other software systems, or to combine, modify or otherwise process the data automatically together with own or third-party content. It is also not permitted to calculate back, reconstruct or derive underlying price information from converted, indexed, aggregated or otherwise derived representations.

- 9.3 In addition, editorial content, price information, price indices, price assessments, price charts, forecasts, market data, analyses, visualisations or information derived from them may be cited in the customer's own works, in particular reports or presentations, provided that a complete and accurate source reference is given, the quotation does not comprise a complete, self-contained piece of content of our products and services, for example a complete article, complete data table, complete price chart, complete index presentation, complete board or complete chart or analysis view, the scope of the quotation is insignificant in relation to the total scope of the customer's own work, and the relevant own work is not distributed in return for payment or other consideration.

Any use that creates the impression of the customer's own data collection, own price assessment, own index calculation, own market analysis or own forecast of price or market data is not permitted without the express separate consent of Kunststoff Information.

- 9.4 Any use of Platform Content beyond on-screen display, the permitted internal use under clauses 9.1 and 9.2, and the statutory permissions under the German Copyright Act (UrhG) is not permitted. In particular, the following actions are prohibited:

9.4.1 reproducing, reprinting or storing content on data carriers in any form, unless permitted as part of the internal use allowed under clauses 9.1 and 9.2 or by expressly provided platform functions;

9.4.2 publishing, making accessible and/or disclosing Platform Content, in particular price information, price assessments, price indices, forecasts, market reports, market data, analyses, visualisations, charts, cards, tables, boards and graphics showing price developments, including excerpts thereof, to third parties, which - unless an expressly agreed group licence applies or the persons concerned are properly activated users within the same workspace - also include independent locations and foreign, parent and subsidiary companies of the customer's undertaking, for example on paper, image or data carriers, via the Internet, intranet, databases, platforms, customer portals, reports, presentations, dashboards, newsletters, press releases or other publications; this also applies to content or information that is merely excerpted, aggregated, reformulated, graphically redesigned, derived, paraphrased, statistically processed or combined with own or third-party data where it is based on content, price information, price indices, price assessments, forecasts, market reports, analyses or other data of Kunststoff Information and is published, made accessible, disclosed or used vis-à-vis third parties, or used to create own or third-party publications, platforms, reports, presentations, dashboards, data products, consultancy services or other external services;

the restriction to use at the customer's site does not apply to occasional travel-related use at other locations;

- 9.4.3 digitising and storing content in own or third-party storage systems, in particular cloud systems, irrespective of the carrier medium or technical form, unless this takes place within the workspace, board, card, chart or analysis functions provided by *pricenxt* and within the booked scope of services;
  - 9.4.4 using content to create a database system, electronic archive, automated data set or own or third-party information, price, forecast, analysis, consultancy or competing product;
  - 9.4.5 integrating and/or displaying content embedded on the website or in the application in a sub-window (frame) by means of a hyperlink, or in another website, platform, application or other system;
  - 9.4.6 reading out content using technical means, in particular crawlers, spiders, scraping tools, bots, scripts, headless browsers, automated download or extraction tools, text and data mining, indexing such content for search purposes, or carrying out automated analysis, evaluation, extraction, storage or other processing, and using the content for RSS feeds or comparable services;
  - 9.4.7 dividing content into individual articles or snippets, using individual images, texts, data points, price information, price assessments, charts, cards, tables, boards, or parts of an image, text, chart, board or other content outside the scope of use permitted under these GTC;
  - 9.4.8 circumventing, removing, disabling, manipulating or otherwise impairing technical protection measures, access controls, usage controls, access restrictions, rate limits, security mechanisms, source or copyright notices, or other technical or organisational measures intended to protect the content, control the permitted scope of use or prevent use in breach of contract;
  - 9.4.9 accessing content, data sets, price information, price indices, price assessments, forecasts, market reports, market data, analyses, price commentary or other services of Kunststoff Information by means other than the user interfaces provided by Kunststoff Information or expressly provided and documented interfaces. Access via technical interfaces, APIs, data feeds or comparable automated transmission methods is permitted only where expressly agreed separately.
- 9.5 Processing or otherwise modifying Platform Content, as well as changing the metadata of content, is not permitted unless expressly agreed separately or expressly permitted under these GTC.

Use is also prohibited if it causes an unusual load on the technical systems of Kunststoff Information, endangers the security of the technical systems of Kunststoff Information or other users, or may otherwise interfere with other users' use of *pricenxt*.

Kunststoff Information expressly reserves all rights to use the content for text and data mining within the meaning of Article 4 of Directive (EU) 2019/790, in each case in conjunction with the individual implementing acts of the EU and EEA Member States, in Germany in particular in conjunction with § 44b of the German Copyright Act; any such use is not permitted without the express separate consent of Kunststoff Information. Such consent may, in particular, be granted under a separate licence, API, data feed or other data agreement.

Without express separate consent, it is in particular prohibited to use the content, data, price assessments, price indices, forecasts, market reports, analyses, visualisations, databases and other services of Kunststoff Information for the training, development, validation, operation, improvement or enrichment of artificial intelligence systems, machine learning systems, Large Language Models (LLM), neural networks, retrieval systems, Retrieval-Augmented Generation systems (RAG), agent systems or comparable automated systems.

Without express separate consent, it is furthermore prohibited to use the content, data, price assessments, price indices, forecasts, market reports, analyses, visualisations, databases and other services of Kunststoff Information to create, generate, optimise, validate, provide or market own or third-party information, price, forecast, analysis, database, market information, market research, consultancy or competing products. This applies in particular where such products, services, analyses, reports, platforms, dashboards, databases, forecasts or other results are provided, marketed, published, made accessible to third parties or integrated into customer or third-party systems.

This also applies where the content is only partially used, aggregated, transformed, paraphrased, statistically processed, derived or otherwise processed automatically.

The exclusively internal use of individual information or insignificant excerpts for the preparation of internal calculations, purchasing decisions, market observations, price analyses, planning or internal presentations within the scope of clauses 9.1 and 9.2 remains unaffected, provided that this does not create, operate, improve or enrich any automated data set, database system, electronic archive, AI, forecast, analysis or other software system or any own or third-party information, price, forecast, analysis, consultancy or competing product, and provided that no disclosure to third parties takes place.

Automated retrieval, systematic extraction, crawling, scraping, harvesting, indexing or other automated processing of the content or data sets is prohibited unless expressly agreed separately.

If Kunststoff Information in future provides its own AI-supported functions within *pricenxt*, such functions may be used only within the booked scope of services and in accordance with the terms of use applicable to them. Such provision does not authorise the transfer of content, data or results from *pricenxt* into external AI, LLM, RAG, agent, forecast, analysis, database or customer systems unless expressly agreed separately.

- 9.6 Copyright notices, brand names, source references and other information contained in the content may not be altered or removed.
- 9.7 Kunststoff Information reserves all other rights in its publications, published works, content, data, databases, database works and data sets, including copyright, related rights, database producer rights and other proprietary rights.
- 9.8 If content is used in violation of the above provisions, Kunststoff Information may terminate the contract with the customer for good cause without notice. Further rights and claims, in particular claims for damages under the statutory provisions in the event of culpable breaches of these GTC by the customer, are reserved. The termination shall permanently terminate the workspace affected by the termination; clause 4.5 sentence 2 shall not apply. Clause 10.4 shall apply to the return and deletion of data.

If there are objectively verifiable indications of use in breach of contract, the customer shall, upon request, provide Kunststoff Information in text form within 14 days of receipt of the request with information on the nature, scope, purpose, period and technical implementation of the use of the content. This applies in particular where there are indications of excessive use, automated use, systematic extraction, use for text and data mining, use in connection with AI systems, retrieval systems or agent systems, or use to create own or third-party information, price, forecast, analysis, database, market information, market research, consultancy or competing products.

If the customer does not provide the information, does not provide it in full or does not provide it in due time, this may be taken into account as a further objectively verifiable indication of use in breach of contract within the meaning of this clause and clause 6.5.

The customer shall immediately cease any use in breach of contract, stop the processes, access methods, automations or disclosures used for such use, and delete unlawfully extracted, stored or reproduced content, data sets, copies, files, exports or other data sets generated from content of Kunststoff Information, unless statutory retention obligations prevent such deletion. Kunststoff Information may require the customer to confirm in text form that the use in breach of contract has ceased and that the data have been deleted.

An obligation to delete from AI models, analysis models or other automated systems shall exist only to the extent technically possible and legally reasonable and only where expressly requested by Kunststoff Information.

- 9.9 Deviations from the scope of the right of use granted under this clause 9, in particular commercial use, use for third parties, use in own or third-party systems, use via technical interfaces, APIs or data feeds, use for text and data mining, AI, forecast, analysis, consultancy or database products, and use by consultancy firms, consultants or other service providers for their own customers, may in individual cases be separately permitted by Kunststoff Information and agreed with the customer.

Consultancy firms, consultants and other service providers wishing to use *pricenxt* or content of Kunststoff Information for their own customers must enter into separate agreements with Kunststoff Information for this purpose.

## 10. DATA PROTECTION AND DATA PROCESSING ON BEHALF OF THE CUSTOMER

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10.1 Kunststoff Information processes personal data of the customer and authorised users as controller, in particular for the performance of the contract including billing, the setup and administration of personal user accounts, the administration of subscriptions and seats, logging pursuant to clause 10.2, and compliance with statutory obligations. Personal data within a workspace, in particular memberships, roles, permissions and content, is processed on behalf of the customer in accordance with clause 10.3. The privacy statement applicable from time to time shall be provided to the customer electronically and shall be accessible to it at any time via *pricenxt*.

10.2 Use of *pricenxt* by customers and users is logged automatically. The data collected in this process may be processed for statistical purposes, to ensure the technical operation, security and integrity of *pricenxt*, to verify access entitlement, to monitor compliance with the contractually agreed scope of use, and to detect, investigate and prevent abusive use or use in breach of contract.

Further information on the nature, scope, purposes, legal basis and retention period of the logging can be found in the privacy statement.

10.3 To the extent that Kunststoff Information processes personal data on behalf of the customer in connection with the provision of a workspace, the Data Processing Agreement pursuant to Article 28 GDPR ("DPA") applicable to that workspace shall apply in addition. The DPA forms part of the contract for the respective workspace and shall be made available to the customer in electronic and storable form when the workspace is set up. The version applicable to the workspace shall be electronically accessible to the customer at any time. The DPA is incorporated at the level of the respective workspace; setting up a personal user account, inviting further users or booking additional seats does not create a separate DPA.

The DPA governs, in particular, the subject matter and duration of processing, the nature and purpose of processing, the type of personal data, categories of data subjects, the customer's instructions, technical and organisational measures, sub-processors, assistance obligations, deletion and return of personal data, and the customer's audit rights. Amendments to the DPA shall be governed by the procedures provided for in the DPA and, supplementarily, by clause 12.3 of these GTC. Where the DPA provides for a special information, consent or objection procedure for certain changes, in particular changes to the location of data processing or the engagement or replacement of sub-processors, that special procedure shall take precedence.

To the extent that provisions of these GTC and the DPA conflict, the provisions of the DPA shall prevail with respect to the processing of personal data on behalf of the customer.

- 10.4 For up to 30 days after final termination of a workspace, the customer may request in text form that Kunststoff Information return content created or uploaded by the customer or the users of that workspace. Kunststoff Information shall provide such content within 14 days of receipt of the request in a commonly used, machine-readable format. Mere termination of a paid subscription followed by continuation as a Free Workspace shall not constitute termination of the workspace within the meaning of this clause.

After expiry of the period under sentence 1 or after the content has been returned, such content and the personal data processed on behalf of the customer for the relevant workspace shall be deleted unless statutory retention obligations prevent deletion. The deletion periods and deletion procedures set out in the DPA shall apply additionally to backup copies and backups.

Price data, price indices, price assessments, forecasts, market data, analyses, editorial content and other content of Kunststoff Information are excluded from return under this clause.

## 11. LIABILITY

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- 11.1 Kunststoff Information shall be liable in accordance with the statutory provisions for damage resulting from death, bodily injury or damage to health and for damage under the German Product Liability Act.
- 11.2 For any other damage, Kunststoff Information shall be liable in accordance with the following provisions unless otherwise stated in a guarantee expressly given by Kunststoff Information:
- 11.2.1 Kunststoff Information shall be liable in accordance with the statutory provisions for damage caused by fraudulent conduct and for damage caused by intent or gross negligence on the part of Kunststoff Information.
- 11.2.2 Kunststoff Information's liability for damage resulting from a slightly negligent breach of material contractual obligations or of obligations the fulfilment of which is an indispensable prerequisite for the proper performance of the contract and compliance with which the customer may regularly rely upon (cardinal obligations) shall be limited to the amount of the foreseeable damage typical of the contract.
- In these cases, liability shall be limited in amount to the fees paid by the customer to Kunststoff Information for the affected product during the 12 months preceding the event giving rise to the damage, but in any event not less than EUR 1,000.
- 11.2.3 In all other cases, Kunststoff Information's liability for damage caused by slight negligence shall be excluded.
- 11.3 The limitations under clause 11.2 shall also apply in favour of our legal representatives and vicarious agents where claims are asserted directly against them.
- 11.4 We shall not be liable for delays resulting from force majeure, for example war, natural disasters, epidemics/pandemics, export or import bans, official decisions or similar events.

## 12. FINAL PROVISIONS

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- 12.1 All contracts between Kunststoff Information and the customer shall be governed by the laws of the Federal Republic of Germany without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- 12.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract shall be Bad Homburg, Germany.
- 12.3 Kunststoff Information may amend these GTC with effect for the future to the extent that the amendment is reasonable for the customer, taking into account the interests of Kunststoff Information, in particular in the event of changes to the technical systems used, the legal situation or case law of the highest courts. Changes to the scope of services of *pricenxt* products shall be governed exclusively by clause 7.6. The customer shall be notified of the amendments in text form at least six weeks before their planned effective date.

If the customer does not object in text form within six weeks of receipt of the notice, the amendments shall be deemed approved. The notice shall specifically draw the customer's attention to the significance of its silence and the objection period. If the customer objects in due time, either party may terminate the contract with effect from the date on which the amendment takes effect. In the event of such termination, Kunststoff Information shall refund on a pro rata basis any fees already paid for the unused period.

The foregoing provisions shall apply accordingly to amendments to the DPA where the DPA does not provide its own information, consent or objection procedure for the relevant amendment. The deemed-consent mechanism under paragraph 2 shall apply to amendments to the DPA only in the case of non-material amendments. Material amendments, in particular amendments to the provisions governing the subject matter of processing or material changes to the technical and organisational measures, require the customer's express consent in text form. Where the DPA provides for a special information, consent or objection procedure, its provisions shall take precedence.

- 12.4 Individual agreements between Kunststoff Information and the customer that deviate from these GTC must be made in text form. Any deviation from this text-form requirement must likewise be made in text form.
- 12.5 Kunststoff Information may transfer the rights and obligations under the contract, in whole or in part, to an affiliated company or a legal successor. The customer shall be informed of this in text form.
- 12.6 These GTC are provided in German and English. The German version shall be authoritative. In the event of any discrepancy between the language versions, the German version shall prevail.
- 12.7 The parties shall endeavour to resolve disputes arising out of or in connection with the contractual relationship amicably out of court in the first instance. The parties' statutory rights,

in particular the right to bring claims before the courts or to seek interim relief, shall remain unaffected.

- 12.8 Should individual provisions of these GTC be or become invalid, this shall not otherwise affect the validity of these GTC as a whole. The parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same shall apply to the filling of any gaps in these GTC.