

# General Terms of Use BEE

Version in force – February 2019



## RECITALS

The website <http://bee.citeo.com/> (hereinafter the “Platform”) is published by Citeo, a public limited company with share capital of €499,444.50, registered in the Paris Trade and Companies Register under number 388 380 073, with its head office at 50 boulevard Haussmann, 75009 Paris, France.

These general terms of use govern the use of the Platform and require express acceptance prior to any use of the Platform.

Users may use the Platform after they have ticked the box stating “I have read and accepted the GTU”, which is at the bottom of the user account set-up page.

## Article 1. Definitions

**Platform:** refers to the website <http://bee.citeo.com/> from which it is possible to access the BEE (Bilan Environnemental des Emballages or Environmental Assessment of Packaging) tool, whose purpose is to provide assistance when assessing eco-design projects for packaging, i.e. the inclusion of environmental aspects in the (re)design of packaging.

BEE is used to study and compare different packaging systems in terms of their environmental impact based on several indicators:

- greenhouse gas emissions;
- water consumption;
- abiotic depletion potential;
- production of non-recovered packaging waste;
- weight;
- recycling rate.

As in any task of quantifying environmental impacts, the results obtained include a margin of uncertainty linked, in particular, to the quality of the reference data available, the calculation methods in force, the quality of the data input by Users and more generally the current state of knowledge in a scientific field that is rapidly evolving. Results provided by the BEE tool as absolute values are therefore merely estimates, and Users must take this into consideration.

BEE includes a methodological report presenting all of the data and underlying methodological choices for the assessment carried out in BEE.

**GTU:** refers to this document which aims at defining the terms and conditions according to which Users access the Platform.

**User(s):** denotes any individuals who have accepted the GTU and who use the Platform.

## Article 2. ACCEPTANCE AND AMENDMENT OF THE GTU

### 2.1 Acceptance of the GTU

It is only possible to access the Platform once the GTU have been acknowledged and accepted.

Users declare that they have read the GTU and have expressly accepted them.

Any Users using the Platform as representatives or employees of legal entities are deemed to act in the name and on behalf of such legal entities. Such Users are deemed to accept the GTU on behalf of such legal entities and these entities are therefore bound by the GTU.

## **2.2 Duration of the GTU**

The GTU are entered into for an indefinite period with effect from their acceptance.

## **2.3 Amendment of the GTU**

The Publishers reserve the right to amend the GTU at any time, without giving any notice or warning.

Users are responsible for consulting the Platform on a regular basis to keep up to date with the terms and conditions in force. The new GTU apply as from their date of publication on the Platform.

Any amendments to the GTU are binding and deemed automatically accepted by Users, with immediate effect. Any Users who do not accept the new GTU should (i) give notification of this in writing to Citeo, and (ii) stop all use of the Platform as from sending such notification.

## **Article 3. Access conditions and availability of BEE**

### **3.1 Access to the Platform**

Access to the Platform is reserved for Users, who must, in order to access it, enter a Username, the name of the company if the Platform is being used on behalf of a legal entity, a membership number if the User belongs to a company that is a member of Citeo, an email address and a password that they will receive upon registration.

Access to the Platform is free of charge.

Users are solely responsible for the management, safekeeping, and consequences of using their Username and password for accessing the Platform. Users are responsible for taking all necessary precautions to prevent them from being used fraudulently. Citeo may not, under any circumstances, be held liable for any such use and any resulting consequences.

### **3.2 Availability of the Platform**

The Platform is accessible 24 hours a day, 7 days a week. Citeo will endeavour to ensure that the Platform is permanently accessible and fully functional. Users are informed that the Platform may be suspended without notice for maintenance operations and updating of data enabling the Platform to function appropriately.

Citeo cannot however guarantee that the Platform will operate on an uninterrupted and continual basis and/or that it will be exempt from any errors. It may therefore not be held liable in the case of unavailability of the Platform, for any reason whatsoever. Citeo will endeavour to ensure that access to the Platform is restored within a reasonable period.

## **Article 4. Terms and conditions of the licence to use the Platform**

The Platform is the physical and intellectual property of Citeo. The Platform includes databases that are owned by third parties and which may be operated by Citeo.

Citeo grants Users a free and non-exclusive licence to use the Platform and holds the rights to do so.

This licence is personal and may not, under any circumstances, be assigned, transferred or provided to third parties, for any reason whatsoever, directly or indirectly, totally or partially, in return for payment or free of charge, or be considered part of Users' assets. It is granted for an indefinite term, and for the whole world.

Although this licence is granted for the whole world, the data mobilised by the Platform are specific to France alone, in particular as regards the data concerning the end-of-life aspects of packaging. Users are therefore responsible for adapting the results obtained with the Platform to their own context, where necessary.

The licence is granted for internal or external use with the sole aim of providing assistance with assessing eco-design projects, whether real or simulated, and subject to compliance with the conditions set out in Article 5 in the case of external use of results from the Platform.

Since the Platform only covers packaging, Users acknowledge that it provides only partial information for environmental assessments of product-packaging pairs. Consequently, Citeo requires Users to refrain from using the Platform to assist with their environmental declarations for products.

Users are free to cease using the Platform at any time without being required to inform Citeo of this.

### **Article 5. Specific conditions for using the Platform with a view to public use**

Only results from the Platform regarding packaging marketed in France may be peer reviewed for subsequent public use, according to the terms and conditions detailed below.

In order to enable Users, or legal entities of which they are employees or representatives, to make public use of results from the Platform, the Platform has been peer reviewed by independent experts, in accordance with rules on Life Cycle Assessment set out by ISO international standards.

As from the performance of this peer review, the Platform may be used for external purposes subject to the following conditions:

Users, or legal entities of which they are employees or representatives, are responsible for submitting the results obtained with their own data to peer reviews by independent experts, in accordance with ISO international standards.

In this case, Users are solely responsible for drawing up specific documentation for meeting the requirements of this peer review process; this documentation may in particular include:

- The methodological report for the Platform including the peer review of this methodology;
- The method of collection and hypotheses relating to data entered by Users in the Platform;
- The data actually input in the Platform and the results obtained;
- The sensitivity analyses conducted to test the soundness of the results;
- The interpretation of the results and the sensitivity analyses including the various limitations of the work.

In the absence of a peer review by independent experts, any external communication of the results obtained by using the Platform is strictly prohibited. In any event, Citeo cannot acknowledge any external communication regarding results from the Platform without the performance of a peer review carried out in accordance with the aforementioned conditions, or accept any liability whatsoever in this respect.

In addition, where comparative analyses of results are communicated, these may only relate to eco-design methods involving the same functionality and the same material.

### **Article 6. Use of model projects**

The Platform includes examples of previously modelled projects to help Users structure their own projects optimally or check that their results are consistent with those obtained by previous projects. These projects can also be used to test the impacts of eco-design actions on the overall result, before Users develop their own projects.

Users acknowledge that these models are for illustration purposes only, and should under no circumstances serve as benchmark values for an average or ecologically designed packaging system.

Consequently, Users undertake not to communicate any comparisons between these models and their own projects.

## **Article 7. Temporary or permanent withdrawal of access to the Platform**

In the event of infringements of the provisions of the GTU, Citeo may immediately deny access to offending Users on a temporary or permanent basis without providing any notice or compensation.

In the event of security issues, Citeo may temporarily deny access to any Users causing such issues with immediate effect, without providing any notice or compensation. Such Users' access may be reactivated by Citeo once the security issues have been permanently resolved.

Citeo reserves the right to take any action required for protecting its interests against Users who cause infringements of the GTU or security issues.

## **Article 8. Modifications/upgrades of the Platform**

Citeo may make any improvements, modifications and/or upgrades to the Platform at any time. Indeed, the nature of the Platform (web tool) and its flexibility (anticipation of possible parameters that may evolve in the future) enable frequent (at least annual) upgrades.

Each upgrade will result in a new version, details of which will be provided in a notice on the Platform.

## **Article 9. Personal data**

Citeo respects Users' privacy and complies strictly with the regulations in force concerning the protection of personal data.

In accordance with amended law no. 78-17 of 6th January 1978 ("Informatique et Libertés" law), Users are informed that:

Citeo processes their personal data in several ways.

### **9.1 Processing performed by Citeo**

**Access to the Platform** – In order to access the Platform, Users must provide certain details such as their last name, first name, and email address.

Citeo needs these data to identify Users with a view to setting up their personal accounts, providing them with access to the Platform's features, and informing them of any changes made to it. Such processing is performed in line with Citeo's legitimate interests of supplying its services, ensuring that they are functional, and improving them to meet Users' requirements.

Personal data passed on by Users are handled solely by authorised individuals within Citeo

and technical service providers responsible for the Platform.

This information is stored throughout the term of the licence to use the Platform or until a request is made to remove a user account.

**Use of metadata** – Where Users interact with the Platform, Citeo has a legitimate interest in processing their login data such as their IP address, browser type and settings, login dates and times in order to:

- Understand how the Platform is being used to ensure it operates effectively and improve its performance;
- Detect, prevent or address fraudulent activities, abuse, security breaches, or any technical problems encountered by our teams.

Personal data passed on by Users are handled solely by authorised individuals within Citeo and technical service providers responsible for the Platform.

This information is kept for no more than 13 months.

## **9.2 Assertion of Users' rights**

In accordance with the regulations, Users have the right of enquiry, access, rectification, erasure, opposition, and portability with respect to all of their data. Moreover, they are entitled to issue specific and general instructions concerning the storage, erasure and transfer of their data after death.

Users are entitled to oppose processing of their personal data at any time. Citeo will cease processing such data unless legitimate and pressing grounds prevail over the User's interests, rights and freedoms, or for the establishment, exercise or defence of legal claims.

Citeo's data protection officer may be contacted with a view to exercising these rights by emailing [dpd@citeo.com](mailto:dpd@citeo.com) or sending a letter to the following address: Citeo – Délégué à la protection des données [Data Protection Officer], 50 boulevard Haussmann, 75009 Paris, accompanied by a copy of a signed identity document.

Users are also informed that they may refer any disputes to the CNIL (French data protection authority).

## **Article 10. Other data**

Citeo does not have access to data/information entered in the Platform by Users or to results obtained by using the Platform.

## **Article 11. Intellectual property**

### **11.1 The Platform**

The Platform and all its constituent parts are protected as regards intellectual property.

The Platform and all its components are owned by Citeo or third parties that have authorised Citeo to use and/or operate them.

Any unauthorised use of the Platform or any use that does not comply with these GTU will constitute acts of copyright infringement and/or infringement of rights on distinguishing features and incur the User's criminal and civil liability on the grounds of such infringement.

The Platform may contain information on copyright/ownership rights of Citeo, its licensors

and/or partners. Users shall refrain from distorting, amending, concealing or removing this information.

## **11.2. Authorisation to use Users' logo/brand name**

Users authorise Citeo to use, reproduce and represent their logo/brand name for the purposes of internal and external communication regarding use of the Platform, in particular on the homepage of the <http://bee.citeo.com/> website.

This authorisation is granted free of charge, for use in France and abroad in the case of online use, for non-commercial purposes, as from the time that the said logo/brand name is provided to Citeo and for a period of five (5) years as from it being provided, on all current or future media (paper, magnetic and digital media such as CD, DVD, video, Internet, etc.) and in all formats, and by all processes and for all methods of use (except cinematographic broadcasts): broadcasting in all forms, including television, slide shows during public or special events, telematics, Citeo's intranet sites or websites.

## **Article 12. Responsibilities**

### **12.1 Citeo's responsibilities**

Citeo undertakes to provide a Platform that complies with the principles set forth in the user guide and methodological report.

Citeo will therefore be liable solely for direct material damage proven by Users and resulting from the Platform's lack of compliance with the principles presented in the user guide and methodological report.

Citeo may not be held liable, in particular:

- For use of the Platform that does not comply with the GTU or the Law;
- For Users' errors such as inputting false or incorrect data;
- For direct and/or indirect material and/or consequential damage as a result of using the Platform (bugs, errors, unavailability of features, viruses, intrusions, failures and/or technical problems concerning Users' hardware, programs, software and/or internet network, partial or total loss of data and results, etc.). "Indirect damage" refers in particular to: lost profit, financial prejudice, loss of customers, loss of turnover or profits, impaired brand image, inaccuracy, corruption or loss of any files, data or computer programs whatsoever. Any actions taken against Users by third parties are equivalent to indirect losses, and therefore do not entitle Users to compensation;
- For any public communication given by the User in the absence of a prior peer review;
- For occurrences arising from a force majeure event, as defined by the case-law of the French courts.

### **12.2 12.2 Users' responsibilities**

Users acknowledge that they are solely responsible for using the Platform. As such, Users must check the accuracy of the information and data input in the Platform.

Users are reminded that Citeo does not have any access to the data/information input in the Platform by Users or results from use of the Platform.

Users use the Platform on their own initiative and are therefore responsible for checking the relevance and consistency of the results obtained.

Users shall be solely responsible for using these results and any decisions taken on the grounds of the results obtained using the Platform.

Users are also solely responsible for the compatibility of their hardware, programs and software or internet network with the Platform, which is designed to operate with version 8 and above of Internet Explorer software and recent versions of Opera, Safari, Chrome and Firefox software.

Furthermore, by accepting the terms of the licence, Users specifically undertake not to harm the legitimate interests of Citeo or its licensors and/or partners. Consequently, Users shall refrain from any type of use that is not explicitly provided for by law or not expressly authorised by the GTU, including amending or adapting the Platform, extracting databases contained within it, etc.

Citeo reserves the right to suspend or close the accounts of any Users infringing these GTU, or even hold such Users liable.

### **Article 13. Withdrawal of the Platform**

Citeo may withdraw the Platform if (i) the Platform becomes outdated or unfit for purpose or (ii) a decision is taken to cease operating it for any other reason whatsoever. Termination of the licence to use the Platform will be notified to the Users by email and details of this shall also be provided in a notice on the Platform. All Users must cease using the Platform as from receipt of the email or, failing receipt of said email, as from reading the notice on the Platform. In any event, any use of the Platform beyond a period of four (4) months as from the notice being published online shall be strictly prohibited, subject to incurring claims of infringement of copyright. Such withdrawal will not entitle Users to any compensation.

### **Article 14. Applicable law/Out-of-court settlement of disputes/Jurisdiction**

The GTU are subject to the provisions of French law.

Any use of the Platform is deemed to take place within French territory.

In the event of disputes related to the interpretation, validity or performance of the GTU, priority will be given to reaching an out-of-court settlement. In the event of failure to reach such a settlement within a period of thirty (30) days as from the written request from the first party to take action, the Paris courts shall have exclusive jurisdiction to settle disputes, even in the case of several defendants or the introduction of third parties.