



Terms and Conditions

European Packaging laws Platform

Effective date: 24 July 2025

1. Platform Overview

1.1 The **European Packaging Laws Platform** (“the Platform”) is an online tool designed to assist users in understanding potential regulatory obligations related to packaging across **Europe**, including both **European Union (EU) Member States** and selected **non-EU countries** with applicable packaging legislation.

1.2 The Platform offers the following key features:

- **Packaging Data Upload:** Users can input packaging-related data, including materials, weights, volumes, distribution channels, and destination countries.
- **Visual Analytics:** The Platform processes this data and provides visual insights through graphs, summaries, and comparisons.
- **EPR Checklist Generator:** Based on the entered data, the Platform generates dynamic checklists indicating which Extended Producer Responsibility (EPR) obligations may apply in specific countries, whether within or outside the EU.
- **Informational Links:** The Platform may provide links to national registers, Producer Responsibility Organisations (PROs), Authorized Representative schemes, and other official resources to guide users toward appropriate compliance actions.

1.3 Limitations of the Platform’s Services

The content and tools provided by the Platform are intended for **informational and guidance purposes only**. The Platform does **not provide legal or regulatory advice**, and does not guarantee the accuracy, completeness, or up-to-dateness of the information presented.

1.4 Use at Your Own Risk

Users are fully responsible for verifying current legal requirements in each country where their packaged goods are sold, distributed, or imported. The Platform does not replace official national guidance or direct consultation with local compliance authorities.

1.5 The Platform is intended for **professional and business users**, including but not limited to: manufacturers, importers, brand owners, online sellers, distributors, and consultants involved in cross-border packaging compliance within Europe, both in **EU** and **non-EU** countries (e.g., United Kingdom, Norway, Switzerland).

2. User Responsibilities

2.1 Accurate and Complete Input

To ensure the quality and relevance of the insights provided, users are expected to provide accurate, complete, and up-to-date packaging data. This includes information such as material types, weights, country of distribution, and producer status. Inaccurate inputs may result in misleading results or incomplete compliance suggestions.

2.2 Verification and Professional Judgment

The Platform is designed to support—not replace—your own compliance process. Users are encouraged to use the checklist results and visualizations as a starting point, and to confirm specific obligations with national authorities, Producer Responsibility Organisations (PROs), or qualified advisors where necessary.

2.3 Account Security

Users are responsible for keeping their login credentials confidential and for any activity conducted through their account. If you suspect unauthorized access, please contact us promptly.

2.4 Lawful Use Only

We ask that all users respect the intended purpose of the Platform. It may not be used to submit knowingly false data, exploit system vulnerabilities, or interfere with the Platform's performance or data integrity.

2.5 Data Backup Recommendation

While the Platform stores your inputs during active sessions and over time, we recommend that you maintain your own backups of important data and documentation, especially where compliance deadlines or audits apply.

2.6 Purpose of Use

This Platform is intended for professional use by businesses and organizations managing cross-border packaging compliance. Use for unrelated purposes (such as unsolicited marketing, automated scraping, or reverse-engineering) is not permitted.

3. No Legal Liability or Warranty

3.1 Informational Support, Not Legal Advice

The Platform is designed to support businesses in navigating packaging compliance across European and non-EU markets. While we aim to present relevant and structured information, all content—including checklists, graphs, data outputs, and external links—is provided for **informational purposes only**. The Platform does **not** constitute legal, regulatory, or financial advice.

3.2 User Responsibility for Verification

Applicable packaging laws and Extended Producer Responsibility (EPR) rules vary by country and are subject to change. Users are expected to verify the accuracy and applicability of any suggested obligations with the official authorities or qualified professionals. The Platform should be seen as a **first-step guidance tool**, not a final source of compliance decisions.

3.3 No Guarantees of Accuracy or Completeness

Although reasonable efforts are made to keep the Platform up to date, we **cannot guarantee** that all content is complete, current, or free of error. This includes:

- Country-specific compliance thresholds
- Assigned responsibilities (e.g. importer vs. brand owner)
- Visual data summaries or automated EPR suggestions
- Legal references or PRO registration guidance
Regulatory updates, translations, or country-specific interpretations may lag behind or differ.

3.4 Limitation of Liability

We are **not liable** for any direct or indirect losses, penalties, missed registrations, or compliance consequences arising from:

- Relying solely on the Platform's information or outputs
- Incomplete or incorrect data provided by the user
- Misinterpretation of automated checklist suggestions
- Technical interruptions or temporary data inaccessibility

The Platform does not replace formal contact with national compliance bodies, nor does it absolve users from legal obligations.

3.5 Third-Party Links and Resources

The Platform may include links to third-party sites, registers, or Producer Responsibility Organisations (PROs). These are provided as a convenience only. We are not responsible for the accuracy, availability, or content of those external services.

3.6 No Client Relationship Created

Use of the Platform does not create any legal, advisory, or representative relationship between you and the Platform owner or developers.

4. Data Storage and Backup

4.1 Storage of User Data

The Platform allows users to upload and store packaging-related information for use within compliance tools such as checklists and visual dashboards. While reasonable efforts are made to maintain secure data storage and platform uptime, continuous access and long-term storage **cannot be guaranteed**.

4.2 Technical Limitations and Downtime

There may be times when the Platform is temporarily unavailable due to scheduled maintenance, technical issues, or force majeure events. In such cases, access to stored data may be delayed or disrupted. Although we aim to minimize downtime, we cannot be held responsible for temporary loss of access or performance issues.

4.3 User Responsibility for Backups

We **strongly recommend** that users maintain their own backups of any important data uploaded to the Platform. This includes:

- Packaging declarations
- Country-specific compliance documentation
- EPR task checklists or exported summaries
- Any reports or calculations relevant for audits or legal filings

The Platform is designed to support your workflow but should not be relied upon as the sole repository of critical business information.

4.4 Data Retention Policy

Uploaded data may be stored for a defined period linked to your account plan or subscription level. We reserve the right to delete inactive accounts or associated data after a reasonable period of non-use, or upon account termination. Users will be notified where possible before such data removal.

4.5 Data Security

We implement reasonable technical and organizational measures to protect user data from unauthorized access, loss, or tampering. However, no system is immune to risks. Users share data at their own discretion and are advised to avoid uploading highly sensitive or confidential information unless essential for Platform use.

5. Subscription Plans and Payment Terms

5.1 Subscription Tiers and Access Levels

The Platform offers two main subscription tiers:

- **Free Tier** – limited access to basic tools, data input, and summary exports.
- **Professional Tier** – full access to all platform tools, including visual dashboards, multi-country EPR checklists, extended data storage, and export capabilities.

A full feature comparison is available on the Platform's pricing page.

5.2 Payment Terms and Billing Cycle

Paid subscriptions are billed in advance on a monthly or annual basis, as selected by the user. All prices shown are inclusive of VAT, as required by law.

Supported payment methods may include credit card, SEPA direct debit, and online payment providers such as Stripe or PayPal. By entering valid payment details, users authorize automatic recurring billing.

5.3 Auto-Renewal and Invoicing

Subscriptions renew automatically at the end of each billing period unless canceled before the renewal date. Users will receive advance notice of upcoming renewals and any price changes.

Invoices are issued for each billing cycle and are accessible via the user account. Copies can also be sent via email upon request.

5.4 Upgrades and Downgrades

Users may upgrade their plan at any time. Upgrades are applied immediately, and any unused portion of the previous plan may be credited on a prorated basis.

Downgrades take effect at the end of the current billing period. Downgrading may result in reduced features, lower storage limits, or limited access to previously saved data.

5.5 Failed Payments and Account Suspension

In the event of failed payments (e.g., expired card, insufficient funds), users will receive a notification and a 7-day grace period to update payment details. Failure to resolve payment issues may result in temporary suspension of access.

If payment remains unresolved after 30 days, the account may be deactivated and data may be removed in line with the Data Retention Policy (see Section 4.4).

5.6 Refund Policy

Subscription payments are non-refundable, including in the following situations:

- Cancellation before the end of a billing cycle;
- Partial use of features or data exports;
- Downgrades during an active period.

Refunds may be granted only in cases of confirmed technical fault or billing error, at our sole discretion.

5.7 Trial Periods and Promotional Offers

We may offer free trials or discounted access for new users. Trials automatically convert into paid subscriptions unless cancelled prior to the end of the trial period. Promotional offers are subject to change or withdrawal without notice.

5.8 Currency and Taxes

All fees are listed and charged in Euros (EUR) and include applicable **Value-Added Tax (VAT)**. Users are responsible for ensuring compliance with local tax obligations in their country of residence or business.

6. Changes to the Platform and Terms

6.1 Ongoing Development and Feature Updates

The Platform is under continuous development to reflect changes in national and European packaging legislation, user feedback, and technical improvements. As such, features, tools, visual layouts, and functionality may evolve over time.

We reserve the right to:

- Add, modify, or remove Platform features;
- Improve or restructure the user interface;

- Adapt country-specific logic, checklists, and thresholds as regulations change;
- Implement updates, security patches, or performance enhancements without prior notice.

Changes intended to improve usability, clarity, compliance accuracy, or system security may be deployed at any time.

6.2 Temporary Interruptions

To implement updates or perform maintenance, temporary downtime may occasionally occur. We strive to minimize disruption and, where feasible, will notify users in advance of planned outages. However, we cannot guarantee uninterrupted availability at all times.

6.3 Terms of Use Revisions

We may revise these Terms of Use to reflect:

- Regulatory changes (e.g. new EPR requirements);
- Clarifications or improved definitions;
- Platform structure updates;
- Pricing model or service scope adjustments;
- Legal obligations or risk mitigation.

When such updates are made, a revised version will be published on the Platform, including the date of the last modification. Where changes are material (e.g., affecting your rights or obligations), we will notify users via the dashboard or by email.

6.4 Acceptance of Updated Terms

Continued use of the Platform after changes are published constitutes acceptance of the updated Terms. If a user does not agree to the modified terms, they must stop using the Platform and, if applicable, cancel their subscription before the next billing cycle.

6.5 User Feedback and Feature Suggestions

We welcome user feedback and may incorporate suggested features or improvements at our discretion. However, submitting feedback or feature requests does not create any obligation or entitlement, and we retain full control over the direction and implementation of platform development.

6.6 Changes to Pricing and Subscription Structure

We may update subscription tiers, pricing, or included features from time to time. Price increases will not be applied retroactively and will take effect at the start of a new billing period. Users will receive advance notice of any material pricing or plan changes, and have the option to cancel before renewal if they do not agree to the new terms.

7. Termination

7.1 Termination by the User

Users may terminate their account at any time via the account dashboard or by written

request. Termination will take effect at the end of the current billing period. No refunds will be issued for any unused portion of the subscription unless required by law (see Article 5.6).

Upon termination:

- Access to the Platform and its features will be revoked;
- Stored data may be deleted after a defined retention period (see Article 4.4);
- Users are advised to export any necessary reports, checklists, or declarations before closing their account.

7.2 Termination by the Platform

We reserve the right to suspend or terminate user accounts, with or without prior notice, in the following circumstances:

- Violation of these Terms of Use;
- Submission of knowingly false, misleading, or unlawful data;
- Abuse of the Platform (e.g. scraping, reverse-engineering, hacking attempts);
- Non-payment or fraudulent payment activity (see Article 5.5);
- Legal or regulatory requirements.

In most cases, we will provide advance notice and an opportunity to remedy the issue unless immediate suspension is necessary to protect the integrity or security of the Platform.

7.3 Effect of Termination

Upon termination (by either party):

- The user's license to use the Platform ends immediately;
- Access to features, dashboards, data visualizations, or country-specific results is revoked;
- We may retain certain data for internal audit, legal compliance, or tax purposes as permitted by law;
- Where applicable, deactivation notices will be sent to the user's registered email address.

7.4 Data Retrieval and Export after Termination

If your subscription lapses or is terminated, we may (but are not obliged to) allow a limited period (e.g. 14 days) during which users can still retrieve or export data, subject to technical availability.

After this period, the account and any associated data may be permanently deleted and cannot be recovered.

7.5 Account Inactivity

We reserve the right to deactivate or remove free-tier accounts that have remained inactive

for a prolonged period (e.g. 12 months), following advance notice. Users may reactivate by logging in before data deletion occurs.

7.6 Survival of Certain Clauses

Articles that by their nature should survive termination (including but not limited to Articles 3 – No Legal Liability, 4 – Data Storage, 7 – Termination, 8 – Intellectual Property, and 10 – Applicable Law) shall remain in full effect even after termination of the user account.

8. Intellectual Property

8.1 Ownership of Platform Content

All content made available on or through the Platform—including but not limited to the user interface, software code, databases, checklists, dashboards, text, graphics, icons, logos, trademarks, visualizations, and downloadable resources—is and remains the exclusive property of the Platform owner or its licensors.

This includes:

- EPR logic structures and country-specific frameworks;
- Data presentation tools and compliance calculators;
- Visual design elements and platform branding.

All rights are reserved. No intellectual property rights are transferred to the user through the use of the Platform.

8.2 Limited License for Use

Users are granted a **non-exclusive, non-transferable, revocable, and limited license** to access and use the Platform and its features solely for their own professional, internal business purposes related to packaging compliance.

Under this license, users **may not**:

- Copy, reproduce, modify, or distribute Platform content outside of the permitted export tools;
- Share, resell, sublicense, or offer Platform features to third parties as a service;
- Reverse-engineer, disassemble, or attempt to extract source code or data structures;
- Remove or obscure copyright notices, brand identifiers, or proprietary elements.

Any unauthorized use constitutes a breach of these Terms and may result in immediate account termination (see Article 7) and legal action.

8.3 User-Uploaded Content

Users retain ownership of the packaging-related data they upload to the Platform. By submitting data, users grant the Platform a limited license to:

- Store, process, and visualize the data for compliance-related use;
- Generate summaries, checklists, and outputs based on the uploaded information;

- Use anonymized or aggregated versions of such data to improve platform performance and analytics.

This license is strictly limited to Platform operations and does not permit public disclosure of identifiable user data (see also Article 9 – Privacy and Data Protection).

8.4 Third-Party Content and References

The Platform may contain references, names, or links to third-party organizations (e.g., Producer Responsibility Organisations, national registers, legal frameworks). These names and resources remain the intellectual property of their respective owners and are used solely for informational purposes.

Use of third-party logos, links, or regulatory references does not imply endorsement or formal partnership unless explicitly stated.

8.5 Trademark Use

The Platform name, logo, and any proprietary marks are protected under applicable trademark laws. You may not use these elements in any way that suggests affiliation, certification, endorsement, or partnership without prior written permission.

8.6 Infringement Reporting

If you believe that any content hosted on the Platform infringes your intellectual property rights, please contact us with a detailed report. We will review and address such concerns in accordance with applicable law.

9. Privacy and Data Protection

9.1 Compliance with Data Protection Laws

We are committed to protecting the privacy and personal data of our users in accordance with the **General Data Protection Regulation (EU) 2016/679 (GDPR)** and other applicable data protection laws. We act as a data controller in relation to personal data submitted through the Platform.

9.2 Types of Data We Collect

When using the Platform, we may collect the following types of data:

- **Account data:** Name, email address, company name, billing address, country, login credentials;
- **Usage data:** IP address, login timestamps, pages viewed, feature use;
- **Uploaded packaging data:** Material types, weights, destination countries, and related compliance metadata;
- **Payment data:** Billing details, payment status (via third-party providers such as Stripe or PayPal);
- **Communication data:** Emails, contact form submissions, support tickets.

9.3 Purpose of Data Processing

We process personal and business data to:

- Provide access to Platform features and tools;
- Store and display your packaging compliance information;
- Generate checklists and visual summaries;
- Improve user experience and Platform performance;
- Send service-related communications (e.g. updates, payment notices);
- Comply with legal obligations.

9.4 Legal Basis for Processing

Our processing is based on one or more of the following legal grounds:

- Performance of a contract (e.g. providing the Platform services);
- Legitimate interest (e.g. security, analytics, service improvement);
- Consent (e.g. optional cookies or marketing communications);
- Legal compliance (e.g. invoicing, data retention rules).

9.5 Data Storage and Security Measures

We take appropriate **technical and organizational measures** to protect your data from unauthorized access, loss, misuse, or alteration. These include:

- Encrypted data transmission (SSL/TLS);
- Secure cloud-based hosting in the EEA or equivalent jurisdictions;
- Role-based access controls and audit logs;
- Regular software updates and vulnerability monitoring.

Despite our efforts, no system is completely immune to security risks. Users are encouraged to choose strong passwords and avoid submitting sensitive personal data unless necessary.

9.6 Third-Party Data Processors

To deliver our services, we may rely on third-party processors for hosting, analytics, payment processing, or customer support. These processors are contractually bound to handle your data securely and in compliance with GDPR standards.

Examples include:

- Hosting provider (e.g. AWS, DigitalOcean, Strato);
- Payment processors (e.g. Stripe, PayPal);
- Email and CRM services.

9.7 International Data Transfers

Where data is transferred outside the European Economic Area (EEA), we ensure that such transfers comply with applicable laws, using appropriate safeguards such as the EU Standard Contractual Clauses (SCCs) or adequacy decisions.

9.8 Data Retention Periods

We retain personal and compliance-related data for as long as necessary to:

- Deliver Platform services;
- Comply with legal or financial record-keeping obligations;
- Resolve disputes and enforce agreements.

Upon account termination, data will be deleted in accordance with the retention rules in Article 4.4, unless a longer retention period is required by law.

9.9 User Rights Under GDPR

As a data subject, you have the following rights:

- **Access** – Request a copy of your personal data;
- **Rectification** – Correct inaccurate or incomplete data;
- **Erasure** – Request deletion of your data (“right to be forgotten”);
- **Restriction** – Request that we limit processing under certain conditions;
- **Objection** – Object to data processing based on legitimate interest;
- **Data portability** – Receive your data in a machine-readable format;
- **Withdrawal of consent** – Where processing is based on consent (e.g. optional cookies).

Requests may be submitted by email. We will respond within 30 days, subject to verification of your identity.

9.10 Cookies and Analytics

The Platform uses cookies for essential functionality and optional analytics to improve service quality. Upon your first visit, a cookie banner allows you to manage consent preferences in line with the **ePrivacy Directive** and **GDPR**.

9.11 Data Breach Notification

In the unlikely event of a data breach involving your personal data, we will notify affected users and data protection authorities in accordance with legal requirements and within the required timeframe (usually 72 hours).

9.12 Contact and Complaints

For privacy-related questions or to exercise your rights, please contact us via:

- **Email:** info@europeanpackaginglaws.com

If you believe we have not complied with data protection laws, you have the right to lodge a complaint with your national data protection authority (e.g. the **Autoriteit Persoonsgegevens** in the Netherlands).

10. Applicable Law and Jurisdiction

10.1 Governing Law

These Terms of Use, as well as any agreements, disputes, or claims arising from or related to the use of the Platform, shall be governed by and construed in accordance with the **laws of the Netherlands**, excluding its conflict of law provisions.

This includes, but is not limited to:

- The interpretation and enforceability of these Terms;
- The use of the Platform by business users across EU and non-EU jurisdictions;
- Any contractual or pre-contractual obligations related to your subscription, data input, or use of compliance tools.

10.2 Jurisdiction for Disputes

Unless otherwise required by applicable consumer protection legislation, any dispute, controversy, or claim arising out of or in connection with these Terms, including disputes regarding their validity or termination, shall be subject to the **exclusive jurisdiction of the competent courts of the Netherlands**, with the court of Amsterdam as the default venue.

10.3 No Restriction on Mandatory Local Law

If you are based in a country outside the Netherlands, nothing in this clause prevents you from enjoying the protection of mandatory provisions of the law in your country of residence where such provisions cannot be derogated from by agreement.

10.4 Language and Interpretation

These Terms have been drafted in English for accessibility to a European audience. In case of any inconsistency between translations (if provided), the **English version shall prevail** for interpretation and dispute resolution purposes.

10.5 Severability

If any provision of these Terms is held to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. Any such invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

11. Miscellaneous

11.1 Entire Agreement

These Terms of Use, together with the Privacy Policy and any applicable subscription or licensing agreement, constitute the **entire agreement** between you and the Platform regarding your use of the services and supersede all prior oral or written communications, proposals, or agreements relating to the subject matter.

11.2 No Waiver

Failure by the Platform to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other rights. Any waiver must be made in writing to be legally binding.

11.3 Assignment and Transfer

Users may not assign, transfer, or sublicense their rights or obligations under these Terms without prior written consent from the Platform. We reserve the right to assign or transfer our rights and obligations (e.g. in the event of a business sale or corporate restructuring) without requiring your separate consent.

11.4 Force Majeure

We are not liable for any delay or failure in performance resulting from causes beyond our reasonable control, including but not limited to natural disasters, internet outages, hosting provider failures, government action, cyberattacks, pandemics, or labor disputes. In such cases, we will take reasonable steps to resume service as quickly as possible.

11.5 Relationship of the Parties

No agency, partnership, joint venture, or employment relationship is created by your use of the Platform. You agree that you are using the Platform as an independent party and that no legal or fiduciary duty exists beyond what is defined in these Terms.

11.6 Third-Party Rights

These Terms do not confer any rights or remedies on any third party, unless explicitly stated otherwise.

11.7 Communication and Notices

All formal communications related to your use of the Platform (e.g. legal notices, changes to terms, breach notifications) will be sent via:

- Email to the address associated with your account;
- Notifications inside your user dashboard;
- Publication on the Platform website.

You are responsible for ensuring that your contact details are accurate and up to date. Legal notices sent by us shall be deemed received within 24 hours of transmission.

12. Contact Information

If you have any questions about these Terms of Use, your rights, or the operation of the Platform, you can contact us at:

European Packaging Laws Platform

[Your Company Name]

[Your Business Address]

Registered with the Dutch Chamber of Commerce (KvK) under number: [XXXXXXX]

VAT ID: [NLXXXXXXXXX]

Email: info@europeanpackaginglaws.com

Privacy-related inquiries: privacy@[yourdomain].com

We aim to respond to all formal inquiries within 5 working days.