GENERAL TERMS AND CONDITIONS FOR STENA RECYCLING'S DIGITAL SERVICES

1. APPLICATION AND SCOPE

These general terms and conditions for digital services (the "Terms") apply to the digital services provided by Stena Recycling AB, corporate registration number 556132-1752 ("Stena Recycling"), to Stena Recycling's customers (the "Customer").

The Terms apply to Stena Recycling's customer portal and other digital services, including but not limited to reporting and analytics services, APIs, export functions and digital training services (each a "Digital Service" and collectively the "Digital Services").

Specific terms may apply to each Digital Service and are set out under the relevant service-specific heading in these Terms. In the event of any conflict between these general provisions and a service-specific provision, the service-specific provision shall prevail in relation to the relevant Digital Service.

These Terms supplement and shall be read together with the agreements in force between Stena Recycling and the Customer relating to all services and solutions provided by Stena Recycling. In the event of any conflict between such an agreement and these Terms, the agreement shall prevail unless expressly stated otherwise.

2. GENERAL PROVISIONS

2.1 User Accounts and Authorization

Access to certain Digital Services requires the Customer to have a user account.

Each user account and its login credentials must be linked to an individual, are personal to that individual and may only be used by the person to whom the account has been assigned, unless expressly agreed otherwise with Stena Recycling.

The Customer is responsible for ensuring that usernames, passwords and other login credentials are handled securely and are not made available to unauthorized persons. The Customer shall notify Stena Recycling without undue delay if it discovers or suspects unauthorized access, misuse of a user account or any other security incident relating to a Digital Service. The Customer is responsible for the use of its user accounts and for ensuring that such use complies with these Terms.

Stena Recycling shall be entitled to temporarily restrict or suspend access to a Digital Service where required for security reasons, in the event of suspected or confirmed misuse, a breach of these Terms or for other legitimate technical or operational reasons.

2.2 Data Made Available

"Data Made Available" means data, information, reports, compilations, analyses, visualizations and other content made available by Stena Recycling to the Customer through a Digital Service, including through the customer portal, API, export function or other digital functionality associated with the relevant service. Data Made Available also includes data required by the Customer for statutory reporting to authorities, such as environmental reporting.

The Customer may use Data Made Available solely for its internal business purposes, including internal analysis, internal reporting, sustainability monitoring, integration with the Customer's own internal systems and any statutory reporting to authorities that the Customer is required to submit.

The Customer may disclose Data Made Available to third parties acting on the Customer's behalf, including system providers, integration partners, consultants or companies within the Customer's corporate group, provided that such disclosure is necessary for one of the purposes set out in the preceding paragraph. Such third parties may only use and process Data Made Available to the extent necessary to perform the specific assignment undertaken for the Customer and may not use Data Made Available for their own purposes.

Without the prior written consent of Stena Recycling, third parties may not use Data Made Available to develop, train, improve or provide AI agents, AI models, machine-learning models, databases, analyses, services, products or other solutions. Third parties may not sell, sublicense, publish, commercialize or otherwise make Data Made Available, available on their own behalf or on behalf of any other third party.

The Customer is responsible for ensuring that such third parties comply with the use restrictions set out in these Terms and is fully responsible for their use of, access to and disclosure of Data Made Available. The Customer shall ensure that the relevant third party is bound by confidentiality obligations and use restrictions at least as protective as those set out in these Terms.

Without the prior written consent of Stena Recycling, the Customer may not sell, sublicense, license, transfer, publish, commercialize or otherwise make Data Made Available, or access to the customer portal, API, export function or any other Digital Service, available to third parties, except as expressly permitted under this clause.

The Customer may not use Data Made Available to develop, train, improve or provide services, products, databases, analyses, models or other offerings that compete with Stena Recycling's business, services or products.

Sorting guides, benchmark data, analyses, reports, calculation models, visualizations, allocation keys, material classifications and other materials or content provided or generated by Stena Recycling constitute intellectual assets, know-how and/or commercially sensitive information belonging to Stena Recycling. Such materials and content may only be used within the Customer's own internal operations or by third parties in accordance with the express permissions set out in this clause. They may not be distributed, sold, sublicensed, published, commercialized or used to provide services or products to third parties without the prior written consent of Stena Recycling.

Nothing in this clause shall restrict any mandatory rights the Customer may have under applicable law to access, use or share data, including under Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonized rules on fair access to and use of data (the "Data Act"), to the extent that such rights cannot be restricted by contract.

In the event of a material breach of this clause, Stena Recycling shall be entitled to immediately restrict or suspend the Customer's access to the customer portal, API, export function or any other Digital Service, and to take other legal action under the applicable agreement, these Terms or applicable law.

In the event of unauthorized commercial resale, sublicensing, publication or other unauthorized external dissemination of Data Made Available or other materials, Stena Recycling shall be entitled to claim a contractual penalty of SEK 100,000 for each breach. Payment of the contractual penalty shall not limit Stena Recycling's right to claim compensation for any loss exceeding the penalty or to pursue other remedies under the applicable agreement, these Terms or applicable law.

The Customer's obligations and restrictions under this clause shall survive the termination of the applicable agreement or the cessation of the Customer's access to the relevant Digital Service.

2.3 Data, Information and Calculations

Stena Recycling endeavors to ensure that information and data provided through the Digital Services are accurate and up to date. However, unless expressly stated otherwise in these Terms or in the applicable agreement, Stena Recycling gives no warranty that information, data, calculations, reports or other content provided through a Digital Service is complete, accurate, current or fit for any particular purpose.

Stena Recycling shall be entitled to update, modify or correct information and data, including changes to calculation methods, source data, models, systems or processes etc. The Customer is responsible for assessing whether the information and data provided through a Digital Service are sufficient and suitable for the Customer's intended use.

2.4 Availability and Technical Limitations

Stena Recycling endeavors to keep the Digital Services available and operational but does not guarantee that any Digital Service will always be available or free from errors or interruptions. A Digital Service may be temporarily unavailable due to, for example, maintenance, updates, technical issues, security measures or circumstances beyond Stena Recycling's reasonable control.

Stena Recycling shall be entitled to make changes, updates, improvements, replacements or other modifications to a Digital Service.

2.5 Intellectual Property Rights

All intellectual property rights relating to the Digital Services, including software, interfaces, databases, calculation models, reports, visualizations, designs, documentation and know-how, belong to Stena Recycling or its licensors.

Under these Terms, the Customer is granted only a limited right to use the relevant Digital Service and Data Made Available in accordance with these Terms and the applicable agreement.

The Customer may not copy, modify, adapt, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying structure of a Digital Service, except to the extent permitted or required by mandatory law.

2.6 Changes to Digital Services

Stena Recycling shall be entitled at any time to develop, modify, update, replace or discontinue all or part of a Digital Service. Where reasonably practicable, Stena Recycling shall inform the Customer of material changes that significantly affect the Customer's use of a Digital Service.

2.7 Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, disagreement or claim arising out of or in connection with these Terms, including any question regarding their validity, interpretation, application or termination, shall be finally settled by arbitration administered by the SCC Arbitration Institute in accordance with the arbitration rules in force at the time the arbitration commenced.

The seat of arbitration shall be Stockholm, Sweden. The arbitration proceedings shall be conducted in English unless the parties agree otherwise.

3. CSRD
Through its customer portal, Stena Recycling provides reports based on Stena Recycling's recycling processes (the "CSRD Report"). The CSRD Report may, among other things, be structured in accordance with ESRS E5-5 concerning resource outflows.
3.1 Accuracy and Use of CSRD Data
Stena Recycling transparently discloses the methodology used to structure, calculate and present recycling-related data. However, Stena Recycling cannot guarantee that the data provided in the CSRD Report is completely accurate or suitable for the Customer's specific purposes, including but not limited to sustainability reporting, regulatory reporting or marketing.
Stena Recycling reserves the right to update or correct data where changes are made to improve the model, methodology, source data or reporting. The Customer is responsible for assessing whether the data in the CSRD Report is sufficient and suitable for the Customer's intended use and for verifying the data to the extent required by applicable law or the Customer's internal reporting requirements.

4. CO2 IMPACT
Through its customer portal, Stena Recycling provides reports concerning the amount of CO2 emissions estimated to be attributable to Stena Recycling's recycling processes (the "CO2 Impact Report").
4.1 Calculation Model
The model used to calculate CO2 emissions has been developed by Stena Recycling, and the calculation methodology has been reviewed by an external party. The model is not a universally accepted calculation methodology within the industry. It is intended to provide an estimate of CO2 emissions. The calculations are based in part on estimates, assumptions, source data and allocation methods.
Stena Recycling transparently discloses the methodology used and, where applicable, the relevant assumptions and estimates underlying the calculations. However, Stena Recycling does not guarantee that the data in the CO2 Impact Report is completely accurate. Stena Recycling reserves the right to update or correct the data if the calculation model, methodology, source data or underlying assumptions change or are improved.
4.2 Use of CO2 Data
The Customer is responsible for assessing whether the CO2 data provided through the CO2 Impact Report is sufficiently accurate and suitable for the Customer's intended use. For the avoidance of doubt, Stena Recycling does not guarantee that the CO2 data meets any requirements for accuracy, verification or evidentiary value that may arise under applicable law or regulatory requirements, for example when used in sustainability reporting, regulatory reporting, environmental claims or marketing.
The Customer is responsible for ensuring that its use of CO2 data complies with applicable law and other applicable regulatory requirements.

5. LEARNING HUB
Stena Recycling may provide digital training courses and training materials through Stena Recycling's Learning Hub (the "Learning Hub").
5.1 User Account
Access to the Learning Hub and the user account provided to the Customer is personal and may only be used by the individual to whom the account has been assigned. Login credentials may not be shared with other people.
5.2 Training Materials
Stena Recycling reserves the right to correct, update, modify or remove content in the Learning Hub. Stena Recycling does not guarantee that all training materials are complete, current or free from errors. The Learning Hub is provided for informational and educational purposes and does not constitute legal, regulatory, technical or other professional advice unless expressly stated otherwise.
5.3 SCORM Materials
Where training materials are provided in SCORM format or another digital training format, the Customer's right to use the materials is limited to the version made available to the Customer through the Learning Hub. Unless expressly agreed otherwise, the Customer is not entitled to access updated, revised or subsequently developed versions of SCORM materials after being granted access to the relevant version.
The right to use SCORM materials is limited to the legal entity that purchased the training package, identified by the corporate registration number provided at the time of purchase or specified in the applicable agreement. The materials may only be used within that legal entity's own operations and may not be shared with, transferred to or otherwise made available to other legal entities or third parties, including other companies within the same corporate group, without the prior written approval of Stena Recycling.

6. API
For Digital Services that provide access through an API, authorized users may create API keys. The access permissions associated with an API key are determined by the permissions of the user who created the key. If that user's permissions are changed, restricted or terminated, the API key's access shall be changed, restricted or terminated to the corresponding extent.
The use of an API key does not grant the Customer any additional rights to use, process or make Data Made Available, available beyond those set out in Section 2.2. All access to and use of Data Made Available through an API is subject to the purposes, restrictions and obligations set out in Section 2.2.
The Customer is responsible for ensuring that API keys are handled securely and are not exposed to or made available to unauthorized persons. For example, API keys must not be published in publicly accessible code or stored in any other manner that could enable unauthorized persons to access them.
If an API key has been, or is suspected of having been, compromised, the Customer shall revoke or delete the key without undue delay and notify Stena Recycling if there is a risk of unauthorized access to or use of Stena Recycling's Digital Services.
Stena Recycling shall be entitled to revoke, restrict or temporarily suspend an API key if there are reasonable grounds to suspect unauthorized access, a security incident, misuse or a breach of these Terms.

7. MISCELLANEOUS
If any provision of these Terms is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. Stena Recycling shall be entitled to update these Terms.
The version of the Terms in force from time to time shall be made available to the Customer through the relevant Digital Service or by other means specified by Stena Recycling. These Terms shall take effect on the date stated above and replace any previous general terms and conditions applicable to the Digital Services covered by these Terms, unless expressly stated otherwise.