

1. Definitions

"Symbiosis": high-value valorisation of industrial waste and by-products between Users.

"User" means a provider or demander of a material stream or a technology provider that makes materials or technology available or requests materials through the Symbiosis Online Platform with a view to establishing symbiosis.

"Online Symbiosis Platform" or "Symbiosis Platform" or "Platform" means the platform that OVAM makes available to Users with a view to establishing symbiosis.

"OVAM": the Public Waste Agency of Flanders. The terms "us" or "we" used hereinafter refer to OVAM.

"Symbiosis Team": is an independent team of communication, knowledge and material experts, consisting of employees of OVAM and employees of third parties contracted by OVAM specifically to support Symbiosis.

2. Acceptance and amendment of the general terms and conditions

2.1 By using the Online Symbiosis Platform, you agree to the following general terms and conditions. If you do not accept these General Terms and Conditions, you should not use the Online Symbiosis Platform.

2.2 OVAM reserves the right from time to time to make amendments to these General Terms and Conditions or to the Platform (including the possibility of transferring the Platform to a third party or having it operated by a third party). We may do so for a variety of reasons including, but not limited to, legislative changes, new features.

The most recent version of these Terms and Conditions is available on the Platform. If the changes significantly affect your rights and obligations, we will endeavour to notify you of the changes by reasonable means. If you continue to make use of the amended Platform after entry into force of the amendment, you agree to be bound by the Terms and Conditions and/or the amended Platform.

3. Objectives of the Online Symbiosis Platform

3.1 By participating in the Online Symbiosis Platform, a User searches for other Users who are interested in an offered or requested stream of material or technology.

On the Symbiosis Platform, applicants for and providers of materials and technology meet each other. The Symbiosis team helps to make the right contacts. When Users enter into a symbiosis, they determine the financial component of that agreement completely autonomously. One condition: each symbiosis deal reduces their environmental impact. This is how we work on the circular economy.



3.1 By participating in the Online Symbiosis Platform, a User seeks to realise ecological and economic added value..

- **High-quality material valorisation**

Users offer a material flow for high-value material valorisation (providers), look for an alternative to a primary raw material (demanders) or offer a technology for upgrading by-products.

- As a provider, you will only see questions from Users who suggest a higher quality processing method than your current processing method.
- As a requester, you will only see offers that currently have a less sustainable processing method than your proposed processing method.
- As a provider or requester, you will see all technology from Users.

- **Networking**

Between companies, both within the same sector and across sectors. With the help of knowledge centres from different sectors.

- **Workable solutions**

In cooperation with relevant knowledge and research centres, the Symbiosis team advises on the feasibility of potential symbiosis with due regard for the company's interests and maximum protection for people and the environment.

4 Rights and obligations

4.1 Users

- 4.1.1 As a User, you guarantee that all data you share with the Platform, whether private or public, is accurate and complete.

- 4.1.2 As a User, you are responsible for the acceptance criteria and the requirements for composition, origin and lawful use of material flows or technologies of other Users (more information via checklist, see www.smartsymbiose.com). You are responsible for assessing whether a symbiosis is suitable and if necessary have your own external advisors assist you if you consider it necessary.
- 4.1.3 As a User, you guarantee that you will fully comply with the applicable regulations, including the Materials Decree, so that risks to humans and the environment are excluded. You further guarantee that any symbiosis you realise with another User will be in accordance with the applicable regulations, including the Materials Decree.
- 4.1.4 As a User, you undertake to use the Platform only for the legitimate purposes described above and not to exchange information in violation of applicable legislation, including but not limited to competition law.
- 4.1.5 As a User, you subscribe not to use the Platform in such a way as to interrupt, disrupt or otherwise adversely affect the Platform or the servers and networks connected to it.
- 4.1.6 As a User, you agree that we may monitor the information you post on the Platform without such monitoring involving any obligation or responsibility on the part of OVAM..

4.2 OVAM

- 4.2.1 Although OVAM reserves the right to monitor information of Users on the Platform, OVAM is not responsible for incorrect information provided by Users on the Platform and cannot guarantee that all information provided by Users on the Platform complies with these General Terms and Conditions.
- 4.2.2 OVAM has the right to immediately remove Users who disseminate incorrect information from the Platform and to take legal action against them.
- 4.2.3 OVAM has the right to remove Users who use the Platform in an illegal or unlawful manner from the Platform and to take legal action against such Users.
- 4.2.4 OVAM pays great attention and care to its website and the Platform and strives to ensure that all information is as complete, correct, understandable, accurate and current as possible. Despite all efforts, OVAM cannot guarantee that the information made available is complete, correct, accurate or up to date. If the information provided on or via this website shows shortcomings, OVAM will do its utmost to eliminate these as soon as possible. If you discover any inaccuracies, please contact the administrator of the website. To do so, click on 'Contact' in the navigation bar.
- 4.2.5 OVAM shall make every effort to avoid, as far as possible, interruptions of a technical nature in the Platform. However, OVAM cannot guarantee that the Platform will be completely free of interruptions and other technical problems.
- 4.2.6 To the extent permitted by applicable law and except in the case of intent or fraud, OVAM shall not be liable for any direct or indirect damage arising from the use of the Website, the Platform or the information made available or communicated on or via the Platform. This also applies, without limitation, to

all losses, work interruptions, damage to your equipment, programs or other data on your computer system.

4.3 Symbiosis team

- 4.3.1 On request, the Symbiosis Team will inform Users about possibilities for symbiosis and about legal, technological and logistical barriers to symbiosis.
- 4.3.2 The Parties agree that the information provided by the Symbiosis Team does not constitute advice or a recommendation or a position binding OVAM. No communication or information provided by the Symbiosis Team shall constitute a guarantee as to the attainment of any particular result.
- 4.3.3 To the extent permitted by applicable law and except in the event of intent or fraud, the Symbiosis team cannot be held liable for the information it has communicated to Users.

5 Symbioses between Users

- 5.1 Neither OVAM nor the Symbiosis Team is responsible for the behaviour of any User on or outside the Platform.
- 5.2 Users shall act for their own account and make their own independent decisions as to whether a symbiosis is suitable or appropriate and in accordance with the applicable regulations, whether or not assisted by their own external advisors if a User deems it necessary.
- 5.3 The symbiosis between Users is the subject of a separate agreement between those Users. OVAM and the Symbiosis Team are never a party to that Agreement.
- 5.4 The Users are solely responsible for complying with the obligations arising from an agreement in connection with symbiosis with another User..

6 Processing of (personal) data and confidentiality

6.1 Publication of public and private data of a User

- 6.1.1 Every request and offer for symbiosis by a User contains public and private data.
 - 6.1.2 Any technology offering by a User contains only public data.
- Public data:
 - The basic information about your supply/demand is always public. Think of a raw material description, photos, main, standard and subcategory of the material, EURAL code (if known), the state of the material and the current processing method, availability period and any public attachments.
 - The information for which you have chosen to make this public is treated in this way. Consider the quantity, frequency, company name and location of the material.
 - The information about your technology offer is always public.
 - Private data:

- Details of the contact person within your company, except for your technology offering, and any additional information you make available (e.g. attachments) are always private.
- The information for which you have chosen to make it private is treated in this way. Think of the quantity, frequency, company name and location of the material.
- Set public / private yourself: The User has the possibility to set per offer or demand for certain data himself whether these should be treated as public or private.
- Messages: messages sent between Users in the Platform's messaging application can be read by the Symbiosis team with a view to establishing a symbiosis. By using the Platform, you agree that the Symbiosis Team can read messages.

6.1.3 The Symbiosis Team and OVAM reserve the right to share any public data posted by the User on the Platform with third parties, exclusively in the context of partnerships or collaborations that support or reinforce the objectives of the symbiosis platform. The User can find the complete list of such collaborations via the website..

6.1.4 As soon as you enter into a symbiosis with **another User**, you will receive a pop-up message informing you that the private data will become visible to each other (other companies will not see this). Users therefore have no access to your private data, unless you give your consent.

6.1.5 **The Symbiosis Team** has access to the individual public and private data of a User and to the messages between Users. This is the only way in which the Symbiosis Team can offer its support without obligation.

6.1.6 **OVAM** has access to the individual (private and public) data of a User. OVAM receives periodic reports from the Symbiosis Team with aggregated symbiosis data on the basis of material flow, sector or region for the follow-up of symbiosis in Flanders. OVAM does not use a User's individual data.

6.2 Confidentiality

6.2.1 By using the Platform, the User declares that his data is confidential.

6.2.2 Each User undertakes to treat the information and data of Users on the Platform as confidential. A User may only use this confidential information for purposes outside the Symbiosis Platform if it has obtained the prior, express, specific and written consent of the User who posted the information on the Platform.

6.2.3 OVAM bears no responsibility for any breach by a User of this confidentiality obligation.

6.3 Processing of personal data

OVAM's Privacy Statement applies to the Platform to the extent that personal data is processed through the Platform. You can find the Privacy Statement via the OVAM disclaimer: <https://www.ovam.be/disclaimer>.

6.4 Log-in via the ACM/IDM login procedure of the Flemish Government

Thanks to this access management by the Flemish government, citizens, civil servants and companies have safe and efficient access to the digital applications and information of the (Flemish) government. More information: see <https://authenticatie.vlaanderen.be/docs/> (in Dutch) or www.smartsymbiose.com.

6.5 Legislation on disclosure of management information

OVAM is a government body within the meaning of the Administrative Decree. It is subject to the legislation on public access to information, and will treat the information provided by Users in accordance with the Administrative Decree.

7 Intellectual property

All (intellectual) property rights (including but not limited to copyrights, trademark rights, design rights, patent rights, database rights, rights to software and/or other intellectual property rights) relating to all information, data, texts, drawings, presentations, photographs, videos, graphic material, logos and/or other content ("Content") offered by OVAM or a User on or via this Platform as well as relating to (the operation of) the Platform itself are and remain the exclusive property of OVAM and/or of the User who has posted the relevant Content on the Platform.

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Any User wishing to reproduce or publicly communicate the Content of another User must have the written consent of the relevant User. OVAM bears no responsibility for or has no influence whatsoever on the use by a User of the Content of another User.

8 Hyperlinks and References

The website and the Platform contain hyperlinks to websites of other authorities, bodies and organisations, and to sources of information managed by third parties. OVAM has no technical or content-related control or control over these sites and cannot therefore offer any guarantee as to the completeness or accuracy of the content or the availability of the websites and sources of information.