

## Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between Recapp ("Service provider", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the Veolia mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

## Accounts and membership

If you create an account in the Mobile Application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and use our Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not be able to re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## Backups

We are not responsible for Content residing in the Mobile Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

## Data Protection

Data collected are treated as confidential and in good faith. When registration is made, your data is collected for business and marketing purposes in the form of personal information such as last name, first name, address, email address and phone number. In addition to data explicitly entered, information is gathered automatically from the log files when you access the Services interface. Recapp makes a distinction between master data (e.g. IP address, time and date of access) and activity data (e.g. name of file accessed, paths

clicked on). For statistical purposes, this data is anonymously assessed. Recapp may share the address, phone number, and other required info with partners for fulfillment of orders or rewards. If during a period of 12 months, the user does not connect to the App, all its personal information will be deleted from the App database and the points collected and not redeemed will be lost.

## Links to other mobile applications

Although this Mobile Application may link to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from this Mobile Application. Your linking to any other off-site mobile applications is at your own risk.

## Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related mobile application, other mobile applications, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related mobile application, other mobile applications, or the Internet. We reserve the right to terminate your use of the Service or any related mobile application for violating any of the prohibited uses.

## Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Recapp or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Recapp. All trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services, are trademarks or registered trademarks of Recapp or Recapp licensors. Other trademarks, service marks, graphics and

logos used in connection with our Mobile Application or Services may be the trademarks of other third-parties. Your use of our Mobile Application and Services grants you no right or license to reproduce or otherwise use any Recapp or third-party trademarks.

## Limitation of liability

To the fullest extent permitted by applicable law, in no event will Recapp, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Recapp has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Recapp and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Recapp for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## Offers, Rewards and Vouchers

### 1. Special Offers

The User accepts that offers and rewards available in Recapp may or may not differ from those available from partners.

### 2. Reward Points

Points is a way of rewarding customers with reward points in the application or website that can be converted to credit in an upcoming order at Recapp partners' platforms.

- The value of 1 Point is displayed within the application and may be modified without prior notice and may differ from region to region and from country to country.
- Unless otherwise specified, all coupons or codes must be redeemed within the said period of time.
- Points coupons cannot be exchanged for cash or any other alternatives and have no monetary value.
- Points may be offered on an ad-hoc basis and will be added to the customer's account to be used in an upcoming request.

- Points can only be redeemed through the partners' channels where they are supported and are applicable.
- Each Points coupon can only be used once per user.
- If a reward, where points have been used, is cancelled for any reason by the redeem partner, the responsibility of the Service Provider is limited to reimbursing the used points to the user account upon the user's request.
- If the applicable Points coupon exceeds the value of the items ordered, the difference will not be reimbursed to the end user by the Service Provider by any means;
- Any generated coupon is subject to the Terms and Conditions of the Partner(s);
- Recapp may reward its loyal users by adding Points to their account. However, Recapp may also withdraw loyalty bonuses at any point and without warning or liability.
- Any attempt to manipulate the system and use of coupons or codes by participation via any party, camouflaging identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to do so), will render the associated orders and use of Points invalid and may potentially lead to that account being deactivated or the parties responsible sued within the framework of the applicable law.

## Indemnification

You agree to indemnify and hold Recapp and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Mobile Application or Services or any willful misconduct on your part.

## Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the Emirate of Dubai. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the court of Dubai, United Arab Emirates, and you hereby submit to the personal jurisdiction

of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement.

## Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

## Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

## Disclaimer

Use of the support is entirely at your own risk. Changes are periodically made to the software applications and may be made at any time without notice to you. The support is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. Recapp makes no warranties or representations about the accuracy or completeness of the content provided through the support or the content of any software applications linked to the Recapp software applications. Recapp assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Recapp software applications or the support; (iii) any unauthorized access to or use of Recapp's secure servers and/or any and all personal information and/or financial information therein. Recapp does not warrant that the software applications will operate error-free or that the software applications and its server are free of computer viruses and other harmful goods. If your use of the software applications results in the need for servicing or replacing equipment or data, Recapp shall not be responsible for those costs. Recapp, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including without limitation the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose. Recapp makes no warranties about the accuracy, reliability, completeness or timeliness of the content, services, support, software, text, graphics or links. Recapp and its affiliates and licensors cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others. We encourage you to review these Terms and conditions periodically.

## Limitation of liability

You agree that Recapp shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages arising out of or in connection with (i) your use of the support; (ii) the liability or fitness of any customer (iii) in connection with the performance of or browsing in the software applications or your links to other software applications from this software applications, even if Recapp has been advised of the possibility of such damages. You further agree that Recapp shall not be liable for any damages arising from interruption, suspension or termination of services, including without limitation any direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. In no event shall Recapp's total liability to you for any losses arising hereunder exceed the amounts paid by you to Recapp hereunder. Some jurisdictions do not allow the limitation or exclusion of warranties or of liability for incidental or consequential damages so some of the above limitations may not apply to you. Should a jurisdiction be adverse to a limitation or exclusion of warranties, such provision shall be deemed severable from this agreement and the other provisions shall remain in full force and effect.

## Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to [uae.recycling@veolia.com](mailto:uae.recycling@veolia.com)

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