

KNOWLEDGE HUB

TERMS OF USE

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1. PREAMBLE TO THE TERMS OF USE

Before using this Platform (<https://knowledge-hub.circle-economy.com/>) along with any related Platforms, networks, applications, and services provided by Circle Economy Foundation, we ask you to carefully read the Terms and conditions outlined in the Terms of Use (hereinafter referred to as the "Terms"). These Terms contain important information in respect of the Platform use, as well as significant information and warnings about service provision you may receive using the Platform. You are required to acquaint yourself with these Terms before proceeding with the use of the Platform.

2. DEFINITIONS

"Knowledge Hub", "Platform" is an online platform for people around the world for reading and publishing articles and ideas that address a universal question or problem.

"Circle Economy Foundation" means Circle Economy Foundation, a legal entity with its registered office at: Mauritskade 64, 1092 AD Amsterdam, registered number: KVK: 52051048, and all its affiliates.

"Curators" are Users who evaluate articles based on criteria determined by Circle Economy Foundation. If you are a Curator, you acknowledge that you have read and agreed to the Terms outlined in the Curators Manual sent to you by Circle Economy Foundation. If you are interested in becoming a Curator please contact Circle Economy Foundation via the Knowledge Hub website.

"User", "You" is a natural person, who uses the Platform under the Terms and conditions defined in these Terms, as well as is a party to these Terms.

3. GENERAL TERMS AND CONDITIONS

These Terms constitute the entire and exclusive understanding and agreement between Circle Economy Foundation and you relating to the use of the Platform, and supersede and replace any all prior oral or written understandings or agreements between Circle Economy Foundation and you regarding the same. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, such provision will be deemed omitted and the other provisions of these Terms will remain in full force and effect.

These and other features of the Platform enable and permit you to upload or otherwise submit, share your content, texts, images, sounds, videos, software, research, ideas, or comments (your "Contribution(s)"). You must be a registered User to submit any Contributions to the Platform.

Each User has a profile ("My Profile") which is self-managed. Your My Profile page i) is created upon registering on the Platform (first name, email address, age, interests, location, username, password, etc.), and ii) can be edited, personalized and customized at will by you.

You will receive email messages to the email address in your My Profile from the Platform informing you

about changes in the product features, this policy or terms of use. You may also receive messages regarding your activity on the Platform when administration deems necessary to do so.

You will receive email messages (the "Notifications") from the Platform to the email address in your My Profile (i) informing you of your and other User's activities relating to topics that you are following, and (ii) informing you of new topics and other related matters. You can opt-out of Notifications by using the "unsubscribe" facility in the email.

If you (i) register on the Platform, and/or (ii) log in to the Platform, you have:

- accepted the Terms and conditions defined in these Terms entirely, unconditionally, and without any changes, namely made Acceptance of the Terms; and
- confirm that you have got acquainted with the Terms and conditions of these Terms and have agreed to act strictly based on these Terms when using the Platform, and in case of violations of these Terms, agreed that the Circle Economy Foundation has the right to take all necessary measures to eliminate violations and protect its infringed rights in accordance with these Terms and the provisions of the applicable law; and
- agreed on the collection and processing of your personal data following the Terms and conditions of personal data protection (Privacy policy), which are available at the [following link](#).

4. ELIGIBILITY

Children (persons under the age of 13) are not eligible to use the Platform in any way. If Circle Economy Foundation learns that you are under 13 and your personally identifiable information has been collected, then Circle Economy Foundation will delete your account and all personal information associated with it.

You may use the Platform only if you are over 18 years of age, an emancipated minor, or if you possess legal parental or guardian consent, are fully capable of forming a binding contract with Circle Economy Foundation, and are not barred from using the Platform under applicable law.

If you are between the ages of 14 and 18, you may only use the Platform in conjunction with and under the supervision of your parents or legal guardians. Users may not submit any information about or identifying children in any way, and Circle Economy Foundation has the right to discontinue access to the Platform in the event a user does so.

In any case, you affirm that You are over the age of 13 by clicking the applicable button or box, or by otherwise using the Platform.

5. CONTRIBUTIONS - RIGHTS AND RESPONSIBILITIES

Your Contributions to Circle Economy Foundation on the Platform are entirely voluntary, non-confidential, and gratuitous. You grant to Circle Economy Foundation, organizations affiliated with Circle Economy Foundation (collectively "Circle Economy"), Curators (as defined above), and to other Users an unrestricted,

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You understand that no compensation is due to you or anyone else for any use, inadvertent, intentional or otherwise, of that Contribution, related Contribution, or Contributions derived from your Contribution.

Your Contribution represents your own original work, you have all necessary rights to disclose your Contribution to Circle Economy Foundation and Circle Economy and in doing so Circle Economy Foundation's or Circle Economy review and/or use of your Contribution, will not, to the best of your knowledge, infringe upon any other individual's or entity's rights.

You understand that disclosure of your Contribution to Circle Economy Foundation does not establish a confidential relationship or obligate Circle Economy Foundation or Circle Economy to treat your Contribution (or any related content) as secret or confidential.

You understand that Circle Economy Foundation and Circle Economy assume no obligation with respect to any Contribution.

You acknowledge that Circle Economy Foundation or Circle Economy, directly or indirectly, may be working on the same Contribution or a similar Contribution to your Contribution, or already know of such Contribution from other sources. You also understand that other Users may be working on the same or a similar Contribution.

You agree that (except to the extent that these Terms are superseded by a separate agreement in writing by you and Circle Economy Foundation or Circle Economy) you hereby irrevocably release and forever discharge Circle Economy Foundation and Circle Economy from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Circle Economy Foundation and Circle Economy and their affiliates and subsidiaries or their respective successors and assigns with respect to your Contribution, including without limitation in respect of how Circle Economy Foundation directly or indirectly use your Contribution.

Your Contribution, including any personally identifiable information, is voluntary and subject to the Privacy Policy. You are responsible for the content of your Contribution and agree to defend (at Circle Economy Foundation's option and at your sole expense), indemnify and hold Circle Economy Foundation and Circle Economy harmless from any damages, losses, costs, or expenses, including attorneys' fees, which Circle

Economy Foundation and Circle Economy may incur as a result of your Contribution.

You agree that Circle Economy Foundation and Circle Economy shall not be responsible for any fees that are or become payable as a result of the copying, distribution or display of the Contributions, including without limitation fees: (i) for any images or video recording embodied in the Contributions; (ii) for any composition or underlying works embodied in any Contributions; or (iii) to any actor, model, writer, creator, composer, artist or artist affiliated entity.

Circle Economy Foundation retains the right to review, edit or delete from the Platform any Contribution that Circle Economy Foundation, in its sole discretion or in consultation with Circle Economy, as necessary, considers illegal, offensive or otherwise inappropriate.

You acknowledge and declare that you have read and fully understand these Terms and appreciate the nature, extent and consequences of these Terms, and the submission of Your Contribution(s) on the Platform is entirely i) voluntary, non-confidential and gratuitous; ii) visible to all other Users, and iii) retained and used by Circle Economy Foundation for the purposes of the Platform.

If you are a User and want to submit a Contribution it shall be in accordance with the Terms.

You shall not:

- use the Platform to send or post harassing, abusive, or threatening messages;
- transmit through the Platform any information, data, text, files, links, images, software, or other materials that Circle Economy Foundation considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, hateful, racially, ethnically or otherwise objectionable or which threatens our relationships with our Users, partners, customers or suppliers and Circle Economy;
- attempt to conceal or misrepresent the identity of the sender, User or person submitting the information, or impersonate any individual (real names, email addresses and other information must be used);
- disrupt the normal flow of the Platform, including participating in negative dialogue on the Platform or otherwise act in a manner that negatively affects other Users; or posting any unsolicited chain letters, advertising, promotional materials, contests, or any other commercial or non-commercial solicitations;
- send spam or other direct marketing communications or posting, transmitting or linking to unsolicited advertising, promotional materials, or any other forms of solicitation or commercial content;
- intentionally or unintentionally perform or promote any activity that would violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Platform;
- post or transmit executable programming of any kind, including viruses, spyware, trojan horses, easter eggs, or any other form of computer programming;
- post Contributions or using the Platform in such a way that damages the goodwill or rights of Circle Economy Foundation, Circle Economy, other Users, and third parties, including posting Contributions that breach the copyright (or other proprietary rights) of third parties;

Unless expressly authorized on the Platform, you are prohibited from posting or transmitting any "sensitive" personally identifiable information over the Platform, which may include the following: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs; trade-union membership; genetic data, biometric data processed solely to identify a human being; health-related data; data concerning a person's sex life or sexual orientation.

Although Circle Economy Foundation is not obligated to monitor access to or use of the Platform or to review any Contributions, Circle Economy Foundation has the right to do so for the purpose of operating the Platform, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. Circle Economy Foundation reserves the right, but is not obligated to remove or disable access to any Contributions at any time and without notice, including, but not limited to, if Circle Economy Foundation, at our sole discretion, consider any Contributions to be objectionable or in violation of these Terms including this acceptable use policy. Circle Economy Foundation is entitled to investigate violations of these Terms or conduct that affects the Platform.

Any content, Contributions, postings or messages that a User regards as offensive or damaging can be flagged by sending an email to the knowledgehub@circle-economy.com. Circle Economy Foundation, in consultation with Circle Economy as necessary, has the right to remove material it considers offensive to Users, and/or suspend a User's registration.

You place no restrictions on your Contributions and grant permission to Circle Economy Foundation and Circle Economy to process and evaluate your Contribution(s) along with other Users. You do not limit or in any way restrict Circle Economy Foundation's, Circle Economy's, or User's right to reproduce and/or publish your Contribution(s).

You will not receive any payment or reward for your Contribution.

Circle Economy Foundation undertakes:

- Not to divulge your Contributions for marketing or advertising purposes for itself or third parties.
- To act ethically and openly with all Users of the Platform and to remove any Contributions that clearly may offend Users.
- Not to copy video and photo files for purposes other than expressed in the Terms, and to treat audio, video, and photo images as anonymous even if they contain names, identities or individuals that are identifiable.

While Circle Economy Foundation endeavors to ensure that the Platform is always available, Circle Economy Foundation shall not be liable if, for any reason, this Platform is unavailable at any time or for any period.

6. INTELLECTUAL PROPERTY

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Circle Economy Foundation grants you a non-exclusive, revocable right to use the Platform for its intended purpose provided that you do not sell, license, distribute, copy, modify, publicly perform or display,

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Users are granted the use of Contributions as stated in the Terms, and the use of any content contained in the Contributions will be entirely at your own risk, for which neither Circle Economy Foundation nor Circle Economy shall be liable. It shall be your own responsibility to ensure that any content from the Contribution you wish to use or develop is suitable for your specific requirements. Use, access, download, or otherwise obtaining of Contributions through Circle Economy or any third party sites are at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such Contributions.

7. OPEN SOURCE SOFTWARE

The Platform contains the open-source software, including but not limited to Strapi CMS, PostgreSQL, nextjs. The open-source software is subject to its own applicable license terms.

8. TRADEMARK INFORMATION

The Circle Economy Foundation name and its Circle logo are the trademarks of Circle Economy Foundation. All other trademarks, service marks, domain names, logos and company names referred to on the Platform are either trademarks, registered trademarks, service marks, domain names, logos, company names of or are otherwise the property of Circle Economy Foundation or other participating parties. Circle Economy Foundation claims rights associated with unregistered trademarks, service marks, domain names, logos, and company names. You may not use any trademark, service mark, domain name, logo, or company name of Circle Economy Foundation, or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo or company name.

9. THIRD PARTIES

The Platform contains links to third-party Platforms, services and/or resources. Circle Economy Foundation provides these links as a convenience and is not responsible for the content, products or services on or available from those Platforms or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party Platforms, services and/or resources and acknowledge such use is subject to any Terms of use of those Platforms, services and/or resources.

10. TERMINATION

We may terminate your access to and use of the Platform, at our sole discretion, at any time and without notice to you. You may request the cancellation of your account at any time by sending an email to us at knowledgehub@circle-economy.com.

Upon any termination, discontinuation or cancellation of the Platform or your account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

11. DISCLAIMER

The Platform, and any Materials and information on the Platform may include technical inaccuracies or typographical errors. Circle Economy Foundation will reasonably keep the Information on the Platform and its contents correct and up to date but does not guarantee that the Platform is free of errors, defects, malware and viruses or that the Platform is correct, up to date and accurate. Circle Economy Foundation may make changes or improvements at any time without notice. The Platform, and Materials and information on this Platform are provided "as is" without any conditions, warranties, or other Terms of any kind. Accordingly, to the maximum extent permitted by applicable law, Circle Economy Foundation provides the Platform on the basis that Circle Economy Foundation and Circle Economy exclude all representations, warranties, conditions and other Terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill) which but for these Terms might have effect in relation to the Platform.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM. YOU UNDERSTAND THAT CIRCLE ECONOMY FOUNDATION DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE PLATFORM, NOR DOES CIRCLE ECONOMY FOUNDATION MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. CIRCLE ECONOMY FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE PLATFORM OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE PLATFORM. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

12. LIABILITY

To the maximum extent permitted by applicable law, Circle Economy Foundation, Circle Economy, any other party (whether or not involved in creating, producing, maintaining or delivering the Platform) and the officers, directors, employees, shareholders or agents of Circle Economy Foundation and of Circle Economy exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damage or

any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort (including without limitation negligence, contract or otherwise) in connection with the Platform in any way or in connection with the use, inability to use, or the results of use of the Platform, any Platforms that link to the Platform or which are linked from the Platform, or the material on such Platforms, including but not limited to loss or damage due to viruses that affect your computer equipment, devices, software, data or other property on account of your access to, use of or browsing the Platform, uploading Contribution(s), downloading of any material from the Platform or any Platform linked to the Platform, or accessing any Platform linked to the Platform.

IN NO EVENT WILL CIRCLE ECONOMY FOUNDATION'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM EXCEED ONE THOUSAND EUROS (€1,000.00).

Nothing in these Terms shall exclude or limit Circle Economy Foundation's or Circle Economy's liability for (i) fraud or willful misconduct; (ii) death or personal injury caused by its negligence or gross negligence; or (iii) any liability which cannot be excluded or limited by law.

13. GOVERNING LAW - RESOLVING DISPUTES

These Terms of Use shall be exclusively governed by Dutch law. All disputes arising in connection with these Terms of Use, including disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Amsterdam.

14. AMENDMENTS

Circle Economy Foundation reserves the right to change or modify any of the Terms and conditions contained in the Terms at any time and in its discretion. If Circle Economy Foundation changes or modifies these Terms, Circle Economy Foundation will post the changes to these Terms on the Platform and will indicate at the top of this page the date these Terms were last revised. We may also choose to notify you of any material changes or modifications to the Terms through your email address that you have used to register on the Platform. Any changes or modifications will be effective immediately upon posting of the revisions to the Platform. Your continued use of the Platform following the posting of changes or modifications will constitute and confirm your agreement to and acceptance of such changes or modifications. It is your responsibility to regularly check the Platform to determine if there have been changes to these Terms and to review such changes. If you do not agree to the amended Terms, please discontinue using the Platform. Because our services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

You may not assign or transfer these Terms, by operation of law or otherwise, without Circle Economy Foundation's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Circle Economy Foundation may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

15. PERSONAL DATA PROTECTION (PRIVACY POLICY)

The terms and conditions of personal data protection are integral part of these Terms, and are set forth at the [following link](#).

16. CONTACT INFORMATION

Circle Economy Foundation Registered office at: Haarlemmerweg 331, 1051 LH Amsterdam
Email: knowledgehub@circle-economy.com

If you have any complaints about products or services provided via the Platform, you can contact us at knowledgehub@circle-economy.com.

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