



General Terms and Conditions of Use of the Upcyclea Library of Digital Product Passports

Update of June 16, 2025

The **Upcyclea Library of Digital Product Passports** (hereinafter, "The Library") is published by **Upcyclea**, a simplified joint-stock company (SAS), with a capital of 58,721.40 euros, registered with the Paris Trade and Companies Register under number 820 645 091, whose registered office is located at 5 villa Hersent 75015 Paris, represented by Mrs. Christine Guinebretière, in her capacity as President.

The User of The Library, by accepting these conditions, expressly declares that he or she is acting directly related to his or her professional or commercial activity.

The User and Upcyclea are, together, referred to as the "Parties", and individually, a "Party".

1. Definitions

"Administrator": Role managed by Upcyclea and allowing users to give User access to The Library.

"Data": refers to the information, content, texts, images, files, programs, data, including Personal Data, publications, and in general, any element that the User enters in The Library.

"Personal Data" means any information relating to an identified or identifiable natural person, within the meaning of the GDPR Regulation.

"Malfunction": A functional anomaly affecting the use of The Library to varying degrees.

"Identifiers": Refers to both the User's identifier and the login password, which are personal to the User and allow him/her to identify himself to access The Library.

"The Library": The Upcyclea Digital Product Passports library, available at the URL: <https://upcyclea.com/en/products-passports-library/>.



"Passport Rating": Rating service offered by Upcyclea and corresponding to the analysis of passports and the issuance of pictograms confirming the validity of the information declared by the User.

"Digital Product Passport (DPP)": A digital product passport is a set of digital data accessible online, attached to a product, allowing you to know its environmental and health characteristics, its composition, its next lives, its technical performance, etc. The concept was invented on the European BAMB project in 2015, and formalized under the name DPP (Digital Product Passport) as part of the ESPR (Ecodesign for Sustainable Products Regulation) law of 2024.

"GDPR": Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"Services": Access to The Library and related services, such as the creation and management of passports, the publication and rating of passports by Upcyclea. The Rating Services are subject to a fee, on a subscription basis, depending on the number of Passports concerned.

"User": Refers to a person, registered with The Library, to benefit from the Upcyclea Services, either to consult passports or to create/manage passports (in the case where the User is a manufacturer).

2. Purpose of the Terms and Conditions

The purpose of these General Terms and Conditions is to define the terms and conditions under which Upcyclea makes The Library available to the User. These Terms and Conditions may be modified by Upcyclea, at any time.

The User who accesses the Services offered by Upcyclea undertakes to comply with these General Terms and Conditions without reservation.

Upcyclea grants the User a right of access to The Library Website and the Services offered by Upcyclea.

3. Effect and duration

These General Terms and Conditions are concluded between Upcyclea and the User for an indefinite period.



The User is free to terminate it under the conditions set out in Article 12 ("Termination").

4. Description of Services

- By registering on the home page of The Library (<https://upcyclea.com/en/products-passports-library/>), a User may have an account to view all the Passports published by the product manufacturers free of charge.
- If the User is a product manufacturer, the User may obtain an account to create, update and manage an unlimited number of Passports for its products free of charge.
- If the User is a product manufacturer and subscribes to a paid Rating Service, his/her Passports will be rated by Upcyclea.

CHARACTERIZATION PROCESS OF THE PRODUCT'S POSITIVE FOOTPRINT

Upcyclea proposes to rate the positive impact of a product according to 5 environmental and social criteria to encourage the choice of circular products during the eco-design phases of a building or the supply phase of a company or territory. Manufacturers wishing to enter this process enter information about their products by selecting the long version of the product passport. In each section, a "Supporting Documents" field is provided to provide the associated evidence required for the rating. This evidence is confidential and can only be seen by Upcyclea. The rating provided by Upcyclea, at its own initiative or at the manufacturer's request, results in the attribution of public pictograms, corresponding to the validated positive impacts, according to the legend at the bottom of the page.

The positive impact of the product is characterized in relation to the following 5 positive impacts.

myUpcyclea considers a product to be circular when it has a pictogram (grey or coloured) for each of the 5 impacts.

The sorting system by circular performance is calculated via the pictograms : 10 points for a coloured one, 5 for a black one. C2C label : from 1 to 5 points according to the level of labellisation. The even results are ordered by percentage of recycled material and alphabetical order. For more info, consult the FAQ.

<p>Non-toxicity</p> <p>The manufacturer certifies that its product no contains any substances listed in the Cradle to Cradle Products Standard™ « banned list of chemicals » above the tolerated thresholds.</p> <p>Required fields: Manufacturer's commitment to respect the list of components banned by the C2C.</p> <p>Examples of proofs: C2C certificate or Material Health Certificate, laboratory report, commitment signed by an authorised person, relevant label, ...</p>	<p>Circularity</p> <p>The manufacturer is committed to a circular economy and guarantees that :</p> <ul style="list-style-type: none">- Its product is upcycleable/recyclable at the end of its life- Its product incorporates a portion of recycled or rapidly renewable materials or- An optimization strategy is being implemented to integrate recycled or rapidly renewable materials within 2 years. <p>Required fields: - Share of recycled/rapidly renewable materials (in % by mass) above zero. - Next lives: Upcycling/Recycling (at a minimum) and description of the life cycle process and an actor who can implement it.</p> <p>Examples of evidence: commitment signed by an authorised person, description of the take-back system, description of the optimisation strategy, valid Cradle to Cradle certificate, list of actor(s) ensuring the recycling of the product, description of the recyclable process, proof of recovery.</p>	<p>Energy & Carbon Management</p> <p>The manufacturer :</p> <ul style="list-style-type: none">- provides the carbon footprint of its product- deploys, currently or over the next 2 years, a voluntary integration of renewable energy. <p>Required fields: - Carbon footprint (in kg eq CO₂/UF)(from material extraction to manufacturing) - Integration of renewable energy completed</p> <p>Examples of evidence: EPDs, energy invoices, RECs, commitment signed by an authorised person, description of the integration process...</p>
<p>Water management</p> <p>The manufacturer certifies that the water discharged by the sites of its final production process complies with the regulations in force (in France: compliance with prefectural decrees and no non-compliance reported for at least two years).</p> <p>Required field: Checkbox for water management</p> <p>Examples of proofs: signed commitment by an authorized person, official letter, ...</p>	<p>Social</p> <p>The manufacturer certifies that its final production process and those of its first tier suppliers comply with the rules of the International Labour Organization.</p> <p>Required field: Checkbox relating to the social fairness</p> <p>Examples of proofs: signed commitment by an authorised person, CSR report, B Corp label, ...</p>	<p>C2C certification</p> <p>The product has a valid Cradle to Cradle certificate.</p> <p>Required field: C2C Certificate</p>

The proofs are self-reporting and have not been verified by a third party.

The proofs have been verified and validated by a third party.

Conditions for obtaining pictograms (subject to change without notice)

Manufacturers can declare as many passports as they want free of charge and all published passports will be visible in the library. On the other hand, the pictograms associated with the passports, and resulting from the action of rating Passports by Upcyclea, will only be visible if the manufacturer has subscribed to



a "basic" (10 Passports), "standard" (100 Passports) or "premium" (unlimited) subscription, and has requested a rating for its Passports from Upcyclea.

When the User enters Data into The Library to benefit from the Services, he agrees that the Data:

- Are visible to other Users,
- Are processed by the library's algorithms, for the purposes of the execution of these General Terms and Conditions,
- Are accessible by Upcyclea people who specifically have the "Administrator" role for reasons of maintenance, problem corrections, verification of consistency or efficiency of the library.

In the event of proven inconsistencies, problems detected by Upcyclea or reported by Users, Upcyclea may verify, and if necessary, refuse Data provided by the User. The User undertakes to consider any requests for modification or deletion of Upcyclea (for example concerning the modification of the Data or its completeness, or the deletion of inconsistent Data), with a view to the proper use of the Services.

Article 5. Securing access to The Library

To access the Circular Passport Library free of charge, the User must register directly on the portal: <https://upcyclea.com/en/products-passports-library/>. They will automatically receive emails that will help them with their login process.

The purpose of the Identifiers is to reserve access to The Library and its Services to Users, to protect the integrity and availability of The Library, as well as the integrity and availability of the Data as transmitted by the Users.

The User is fully responsible for the use of his User profile and the Identifiers that have been given to him. It is the User's responsibility to keep his/her Identifiers confidential, and to ensure that no unauthorized person has access to The Library via his/her identifiers.

Any use of the Services, connection or transmission of Data made via a User with his or her Identifiers, will be presumed to have been made by this User, under his or her exclusive responsibility, unless written and duly substantiated notice is given to Upcyclea.

Upcyclea has no power to control the veracity of the information provided by Users for the creation of a User profile. Consequently, Upcyclea cannot be held responsible



for false declarations or identity theft carried out by Users. Users undertake to provide Upcyclea with accurate information and to update it according to their changes over time.

6. Quality of services

Upcyclea does not guarantee that The Library will meet the User's needs in all circumstances, and that the use of The Library will be uninterrupted or error-free, or that the information provided by Upcyclea is accurate or exhaustive.

Nevertheless, Upcyclea strives to make the Services accessible and functional at all times, except in the event of force majeure or an event beyond Upcyclea's control, through no fault of its own, and subject to maintenance periods, possible breakdowns, technical hazards related to the operation of the internet network or malicious acts, or damage to Upcyclea's hardware or software.

Upcyclea will endeavour to correct any Malfunctions that may affect the Library as soon as possible, and to make any improvements it deems useful. Nevertheless, Upcyclea does not provide any guarantee, express or implied, as to the absence of Malfunctions, for any reason whatsoever, or as to the resolution of these Malfunctions, and cannot be held liable for the consequences resulting from these Malfunctions.

7. Protection of Personal Data

7.1 - Upcyclea's obligations as a data controller

Upcyclea protects the Personal Data of its Users and treats it as confidential information.

In the context of the provision of The Library, in particular in the event of technical assistance from the User, Upcyclea may have access to the User's Data, including Personal Data. This Personal Data may also be required for Upcyclea for billing purposes.

This Personal Data is processed on the legal basis of these General Terms and Conditions, to which the User is a party.

For the processing of Personal Data identified in this Article 7.1, the data controller is Upcyclea, as identified in the preamble to these Terms and Conditions.



Upcyclea may be contacted for any request or complaint regarding Personal Data, at support@upcyclea.com.

Access to Users' Personal Data is limited to authorized personnel of Upcyclea or its duly authorized service providers, and who need to know it in the course of their duties.

Upcyclea implements the technical and organisational measures necessary for the security and confidentiality of Users' Personal Data, and to prevent them from being distorted, damaged or communicated to unauthorised third parties.

However, Upcyclea cannot guarantee the confidentiality or deletion of Personal Data made public or disclosed by the User. The User remains responsible for access to his User account: he is invited not to communicate his Credentials to unauthorized third parties, and to notify Upcyclea immediately in case of doubt as to unauthorized access or use of his Credentials.

Under the conditions set out by the GDPR and the applicable legislation, and in accordance with the terms and conditions set out in these General Terms and Conditions, the User has the following rights over his or her Personal Data:

- Right of access and rectification,
- Right to erasure,
- Right to withdraw consent at any time,
- Right to restriction of the processing of Personal Data,
- Right to object to the processing of Personal Data,
- Right to the portability of Personal Data, when this data is subject to automated processing based on their consent or on a contract (Article 20 GDPR),
- The right to determine the fate of Users' data after their death and to choose to whom Upcyclea should communicate (or not) its data to a third party that they have previously designated.

For more information on their rights, the User is invited to consult Chapter III "Rights of the data subject" of the GDPR.

To exercise their rights, the User can send a message to support@upcyclea.com. If necessary, the User may be asked to provide proof of identity, which will be kept for the time necessary to verify the User's identity.

If Upcyclea cannot comply with the User's request, it will set out the reasons for refusal or the applicable restrictions.



The User may file a complaint with the competent supervisory authority, in France the CNIL (<https://www.cnil.fr/fr/plaintes>).

7.2 - Obligations of the User as a data controller

With regard to the entry of Personal Data by the User in The Library, as well as any collection of Personal Data by the User for its own purposes, the User guarantees Upcyclea that it has complied with all the obligations incumbent on it under the GDPR and allowing it to enter this Personal Data in The Library. For these processing of Personal Data, the User is considered to be the data controller.

Under this Article 7.2, the User guarantees Upcyclea against any recourse, complaint or claim from a natural person whose Personal Data would be reproduced and hosted in The Library.

The User is solely responsible for the quality, legality and relevance of the Data and content that he or she enters into The Library. It also guarantees that it holds the necessary rights and authorisations to use the Data and content. Consequently and subject to Article 7.1 above, Upcyclea cannot be held liable in the event of non-compliance by the User with the laws and regulations applicable to this Data and content.

9. Intellectual property

9.1. User Data

The User may be required to provide Data in the context of the use of the Services, on a professional basis. The User guarantees to Upcyclea that he or she has the necessary authorizations or rights to communicate the Data when using the Services. Thus, the registration of the Data in the Library is done under his responsibility.

Consequently, Upcyclea cannot be held liable for the misleading or unlawful nature of the Data or its posting online by a User, and reserves the right to remove any Data that does not comply with these General Terms and Conditions and/or the legislation in force.

Each User grants Upcyclea, within the framework of the needs of operation, normal operation and improvement of The Library, a license relating to the rights of representation, reproduction, adaptation of all or part of the Data, on all media and all formats and by any means or process, both known and unknown to date.



This license is granted on an exclusive basis and without financial compensation, for the entire world and for the entire duration of the protection of the Data by the intellectual property rights that may apply to it.

9.2. Rights held by Upcyclea

Upcyclea is and remains the holder of the property rights relating to any element of The Library made available to the User, as well as more generally of the IT infrastructure (software and hardware) implemented or developed within the framework of these General Terms and Conditions.

Upcyclea makes available to the User resources and content of any kind that may include, but are not limited to:

- Graphics, data, logos, photographs, texts, files, sounds, videos, animations, interfaces, databases, etc. The trademarks or other distinctive signs belonging to Upcyclea, (together the "Upcyclea Content").

The Upcyclea Content is published by Upcyclea and is the exclusive property of Upcyclea or its respective owners who have authorized Upcyclea to use it. These General Terms and Conditions shall not be interpreted as an assignment of the intellectual property rights of The Library, the Services, and the elements that compose them.

10. Liability

Upcyclea is only bound by an obligation of means in the performance of all its obligations, which presupposes the demonstration of the existence of a fault on its part in order for it to be held liable.

Each of the Parties shall be liable for the consequences resulting from its faults, errors or omissions, as well as for the faults, errors or omissions of its subcontractors that may be causing direct damage to the other party.

In addition, and in the event of fault proven by the User, Upcyclea will only be liable for compensation for the financial consequences of direct and foreseeable damage resulting from the performance of these General Terms and Conditions. Consequently, Upcyclea may not under any circumstances incur any liability for indirect or unforeseeable loss or damage of the User or third parties.



As deletion is part of Upcyclea's functionalities, Upcyclea cannot be held responsible for the accidental deletion of one or more Data by the User.

11. Force majeure

Neither Party may be held liable for any breach of its obligations if such a breach results from a case of force majeure such as, in particular and without limitation: a governmental decision, including any withdrawal or suspension of authorizations of any kind, a total or partial strike, internal or external to the company, a fire, a natural disaster, a state of war, a total or partial interruption or blockage of telecommunications or electrical networks, an act of computer hacking or more generally any other event of force majeure presenting the characteristics defined by case law.

The Party noting the event must immediately inform the other Party of its inability to perform its performance.

The suspension of obligations or the delay may in no way be a cause of liability for non-performance of the obligation in question, nor may it lead to the payment of damages or penalties for delay.

12. Termination

The User may at any time ask the Administrator of The Library to close his account.

In the event of termination, any User may request the recovery of his or her Data. Upcyclea will respond to this request within a maximum of two (2) months. If you fail to make a request, any element of the account, including Identifiers and Data, may be deleted by Upcyclea.

In the event of the User's failure to comply with Articles 3 ("Effect and duration"), 4 ("Description of the Services"), 5 ("Securing access to The Library"), 6 ("Quality of Services"), 7 ("Protection of Personal Data"), 8 ("Security/Data Protection"), 9 ("Intellectual Property"), 10 ("Liability"), 11 ("Force majeure"), 13 ("Applicable law") of these Terms and Conditions, Upcyclea reserves the right, without compensation, and without prejudice to other remedies of any kind whatsoever, to suspend the provision of all or part of the Services, and/or to consider these Terms and Conditions as terminated by operation of law solely due to non-performance, without the need for a prior unsuccessful notice of default. The User will be informed by email if necessary.



Upcyclea may terminate these Terms and Conditions if you do not use the Services for more than one year.

13. Applicable law

The Contract is subject to French law. The parties will endeavour to resolve any dispute that may arise from the amicable performance of the Contract. In the absence of an amicable agreement, the dispute will be brought before the courts within the jurisdiction of the Paris Court of Appeal, to the exclusion of any other legislation.

In the event that the Agreement is drafted in several languages or translated, only the French version will prevail.