



Terms of Use

**for the use of the International Online Cartonboard Database operated
by the FFI Fachverband Faltschachtel-Industrie e. V.**

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§ 1 Scope of Application

These Terms of Use refer to the International Online Cartonboard Database operated by FFI Fachverband Faltschachtel-Industrie e.V., Kleine Hochstr. 8, 60313 Frankfurt am Main, Germany, (hereinafter "FFI"), which is available on the internet at www.kartondatenbank.de and www.cartonboarddatabase.com (hereinafter the "Database").

§ 2 Content and purpose of the Database

The Database stores information about products and mills, technical data sheets, descriptions of composition and certificates and (e.g. forest management certificates, hygiene management certificates, ISO 9001, 14001, 22000, HACCP) together with technical data on cartonboard products from various manufacturers, and makes them available for retrieval. The information is based on the principle of "one data record per cartonboard manufacturer product per specific grammage".

The Database also includes cartonboard products of paper wholesalers. For paper wholesalers, the portfolio of cartonboard that can be entered into the Database by them is limited to those cartonboard products that are sold by the paper wholesalers under their own trade names ('private label').

Cartonboard manufacturers and paper wholesalers are hereinafter collectively referred to as cartonboard manufacturers.

The Database enables users to find information quickly and comprehensively on the technical specifications of cartonboard products, and in particular to search and compare products by technical parameters. For cartonboard manufacturers and folding carton manufacturers, the Database provides an overview of publicly available information (see variants 1 and 2). If also non-public information of a cartonboard manufacturer are entered into the Database, steps are taken to ensure that other cartonboard manufacturers cannot access them (see variant 3).

First, the Database contains product and mill-related information and certificates from cartonboard manufacturers who enter publicly accessible data on their cartonboard products into the database on the basis of the cooperation agreement concluded with the FFI (**variant 1**). From these cartonboard manufacturers as active cooperation partners of the FFI, the database contains their entire range of publicly available folding cartonboard. As part of the usage concept, the staff of such cartonboard manufacturers have access to the information entered by the cartonboard manufacturers in this category. Should the public access to the technical data of their cartonboard portfolio change,



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this will automatically entail a change in the rights of use of the respective cartonboard manufacturer (i.e. its staff).

Second, the Database also contains publicly available information on the product range of cartonboard from cartonboard manufacturers that have not entered into a Cooperation Agreement with FFI and therefore do not enter their data themselves. This data, which are also publicly accessible and entered by the FFI (**variant 2**), are clearly marked graphically and also by a text note to distinguish them from cartonboard portfolios whose data were entered and are maintained by cartonboard manufacturers themselves in their capacity as FFI cooperation partners. This publicly available data, as entered by the FFI, should, if possible, also comprise the entire cartonboard range of the respective cartonboard manufacturer. Cartonboard manufacturers pursuant to this variant 2 have no option to use the Database.

Third, the Database also includes non-public technical information from cartonboard manufacturers entering own data (**variant 3**). Although such cartonboard manufacturers do have access to use the Database, this access will be limited to the inspection of the data regarding their own products. The other cartonboard manufacturers will not be able to view this non-public information.

The Database only provides for general technical data, individual technical data/certificates agreed upon in a specific supply relationship are not included in the Database. Also commercial information such as prices, price components, other delivery conditions, delivery times, product availability and stock levels are not part of this Database for legal reasons. Product information protected by copyright will only be published in the Database if and as agreed by the author/owner.

The Database may be adapted dynamically during the course of its operation after the initial setup by adding further input and information fields with publicly available parameters related to products, mills or manufacturers.

The Database is available in a German and an English version.

§ 3 Rights of use

The usage concept provides for various levels that are described below and pursuant to which a user has the right to use specific features of the Database through a read-only authorisation in their access.

Staff from folding carton manufacturers that belong to a national folding carton association outside Germany are treated just as staff from FFI members (folding carton manufacturers) as far as rights



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of use are concerned and, as users, are granted unlimited access to all contents and features of the Database.

For non-members, including non-members of national folding carton associations outside Germany, this type of access is restricted to specific contents and features of the Database. This type of access grants the right to search for technical data of all cartonboard products and to view their technical data sheets and certificates.

In addition to staff from FFI folding carton companies and folding carton companies from other national associations, also staff from

- cartonboard manufacturers having entered data,
- paper wholesalers having entered data for their own products (*private label*),
- from third parties (e.g. journalists, universities, customers and other suppliers)

can access the database.

There shall be no general right of use of the Database for third parties. It is up to FFI to decide on a case-by-case basis to grant third parties access to use the Database.

This two-tier approach (use by German and non-German folding carton manufacturers; limited use also by companies that are no members of the FFI or other national folding carton associations) ensures the international character of the Database and makes similar systems redundant.



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The different user groups can use the Database as follows:

No.	User groups	Data sheets	Certificates and descriptions of composition	Search (data records, products)	Save search	Export of the list	Comparison	Favorites	Product Change Notification	Archive	Admintool
1	Staff of full members of the FFI and from full members of other national folding cartonboard associations (folding cartonboard manufacturers)	x	x	x	x	x	x	x	x	x	-
2	Staff of folding cartonboard manufacturers who do not belong to the first user group	x	x	x	-	-	-	-	-	-	-
3	Admins of cartonboard manufacturers with cooperation agreement and admins of paper wholesalers with cooperation agreement (own data published, data input)	(all except not published)	(only own)	(all except not published)	-	-	x	x	-	-	x
4	Staff of cartonboard manufacturers with cooperation agreement and staff of paper wholesalers with cooperation agreement (own data published, data input)	(all except not published)	(only own)	(all except not published)	-	-	x	x	-	-	-
5	Admins of cartonboard manufacturers with cooperation agreement and admins of paper wholesalers with cooperation agreement (own data not published, data input)	(only own)	(only own)	(only own)	-	-	x	x	-	-	x
6	Staff of cartonboard manufacturers with cooperation agreement and staff of paper wholesalers with cooperation agreement (own data not published, data entry)	(only own)	(only own)	(only own)	-	-	x	x	-	-	-
7	Staff of cartonboard manufacturers (no data input)	-	-	-	-	-	-	-	-	-	-
8	Staff of third parties (e.g. customers, suppliers and FFI Associate Members (except No. 7)) educational institutions, media	x	x	x	-	-	-	-	-	-	-

Explanation of usage profile:

"Data sheets"

Download any technical data sheets for cartonboard products in the Database.

"Certificates and quality descriptions"

Download any certificate and quality description available in the Database.

(Note: Cartonboard manufacturers that have entered their cartonboard range data and whose data are publicly accessible are granted the right to view and download the certificates and quality descriptions of their own cartonboard range. Access to certificates and quality descriptions from other cartonboard manufacturers is not possible.)

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"Search"

You may search for

(a) the following basic categories:

- product type (virgin fibre cartonboard, recycled cartonboard and pulp board);
- type of cartonboard;
- cartonboard manufacturer;
- mill; and
- product (product name, trade name)

and

(b) refined, by applying a filter of technical parameters:

grammage, thickness, stiffness L & W MD, stiffness L & W CD, stiffness Taber 15 ° MD, stiffness Taber 15 CD, brightness top according to ISO 2470-1, brightness top according to ISO 2470-2.

"Save search"

Searches can be saved under a name of your own choice.

"Export data"

Export any technical values/figures of the cartonboard products contained in the Database as Excel/CSV file in the then current version.

"Compare"

Compare cartonboard products according to the following criteria: grammage, thickness, stiffness L & W MD, stiffness L & W CD, stiffness Taber 15 ° MD, stiffness Taber 15 ° CD, bulk, brightness top according to ISO 2470-1, brightness top according to ISO 2470-2, brightness reverse according to ISO 2470-1 and brightness reverse according to ISO 2470-2, smoothness maximum, Cobb 60s top maximum, Cobb 60s reverse maximum;

Export as table in the form of an Excel/CSV file, export as graphic in PDF format.



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"Favorites"

Set and save personal favorites (own products or products matching filter/search criteria).

"Product Change Notification"

User Group 1 receives a Product Change Notification when specific data are changed (one Product Change Notification max. per cartonboard manufacturer per day).

"Archive"

allows access to previous versions of technical data sheets of the cartonboard products and, if applicable, to previous versions of certificates for the cardboard products

"Admintool"

only for authorized staff of the data entering cartonboard manufacturers for entering and maintaining data, data sheets and certificates

To use the Database, the FFI grants each user, limited to the duration of their registration, a non-exclusive, non-transferable and non-sublicensable right to use the Database to the extent defined in this clause. This right does not include rights to the contents of the Database. All copyrights and other rights to the contents and pertaining documentation are reserved by the respective owner/holder. The right of use includes access to the Database, and also retrieval, download of the entire cartonboard range as an Excel list, and printing of information regarding the entire cartonboard range in the Database.

Any use other than that described in the previous paragraph is not permitted and requires the individual, prior and written consent of FFI. This concerns in particular the compilation of systematic collections, the systematic processing of information, in particular by copying a substantial part of the Databases in terms of type and size, removing references and copying stored information onto other data carriers or into networks.

By registering for the Database, each user acknowledges that FFI, as the investor, holds the sole rights to the Database within the meaning of §§ 4 (2), 87a (1) of the German Copyright Act *UrhG*.



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§ 4 Access to the Database for users

Access to the Database is generally open to all users free of charge. Should FFI at a later date intend to operate the Database for a fee, each user will be required to agree to the new Terms of Use.

If a user wishes to access the Database, they must register with their company email address at www.kartondatenbank.de or www.cartonboarddatabase.com respectively. The following personal access data must be provided for registration: User name and password. Depending on the user status, the account is activated either automatically or after a check by FFI usually within three working days.

By registering and using the Database, users agree to notify FFI, as the operator of the Database, of any changes in the company email address as soon as reasonably practicable.

The use of the Database must be confirmed via an activation link generated annually by the system. Users who do not confirm the activation link within 30 days will receive a reminder. After 60 days of inactivity the account will be automatically deleted.

§ 5 Duties of the users

The user is responsible for the secrecy of their personal access data and must prevent their misuse. Sharing the access data with a third party is regarded as misuse. If the user becomes aware of any misuse of access data, they must inform FFI as soon as reasonably practicable. The FFI may immediately block the access data in the case of misuse.

A user is responsible for ensuring that any further handling of the information obtained from the Database does not violate applicable legal provisions, in particular those regarding data protection, copyright, trademark law, competition law and antitrust law.

Furthermore, by registering, the user accepts the Terms of Use as binding and undertakes to comply with them.

If there are reasonable grounds for the FFI to believe that a user is in breach of the Terms of Use or breaches legal provisions or the rights of a third party, or if any behaviour is likely to affect the good standing of the Database and its reputation in the relevant public, FFI is entitled to restrict the user in question in the use of the Database and, in the event of serious or repeated breaches, to permanently exclude the user from using the Database. Then, the user affected may choose to provide suitable evidence and prove at their own expense that the allegations are unfounded. In this



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context, FFI also reserves the right to remove content from the Database that may be legally problematic at any time without prior notice.

§ 6 Complaint function/reporting incorrect content or malfunctions

All registered Database users may use the contact form provided in the Database and send notifications to the FFI, e.g. about potential malfunctions of the Database, inaccurate contents of the Database, illegal use of the Database by a third party, dubious behaviour of a third party, etc. FFI will, in its own discretion, prioritise and follow up on such complaints as soon as possible, respond to them and take the necessary steps.

§ 7 Warranty and liability

FFI shall exercise all reasonable care for the administration of the Database in general and for the data it enters on cartonboard products of cartonboard manufacturers who have not entered their data themselves. Even though FFI regularly checks the topicality of the data it has entered on cartonboard products from cartonboard manufacturers who have not entered their data themselves, it does not guarantee the accuracy, topicality and completeness of the information provided in the Database and their selection.

FFI has unlimited liability towards registered users in the event of culpable injury to life, body or health, claims based on the Product Liability Act and in the event of intent or gross negligence. FFI is only liable for slight or normal negligence in the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the Terms of Use and on the observance of which the user could rely, but limited to the typical contractual damage foreseeable at the time of conclusion of the Terms of Use. This limitation of liability also applies to the conduct of FFI's legal representatives, staff and other agents or assistants of FFI.

FFI is not liable for damage caused by malfunctions of lines, servers and other equipment and that are not attributable to the FFI's sphere of responsibility.

§ 8 Data protection

In connection with the use of the Database, FFI processes personal data of the user. FFI provides information about the processing of personal data in its Privacy Policy, available at the following [Link](#).



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§ 9 Term of right to use

A registered user's right to use the Database is valid, subject to the provision in § 5 above, for an indefinite period. Users may have their registration deleted and their access revoked at any time by notifying the FFI.

§ 10 Right to make changes

FFI reserves the right to change the Database, its design and these Terms of Use at any time and at its sole discretion. FFI will inform all then registered users of any change in the Terms of Use. Consent to a specific change is deemed granted by a user if no objection is made within four weeks following receipt of the change notice. If an objection is received, FFI may terminate the user from using the database.

§ 11 Miscellaneous

These Terms of Use are subject to the law of the Federal Republic of Germany to the exclusion of any other law. They are final and binding and replace any previous written or oral agreements and understandings. Collateral agreements must be made in writing.

Should individual provisions of the Terms of Use be ineffective, this shall not affect the effectiveness of the remaining provisions. An ineffective provision must be replaced by an effective provision that is nearest to the purpose of the ineffective provision or fills the existing gap.

Place of jurisdiction is 60313 Frankfurt am Main.