

Terms and Conditions “M2 Intelligence Platform” (Pilot Phase)

1 Identification of the Provider

The EIT RawMaterials GmbH, Knesebeckstr. 62, 10719 Berlin, Germany (for further information please see [imprint](#), hereinafter referred to as “EIT RM”, “we” or “us”), is the provider of the “Minerals and Metals Intelligence Platform” (in short: “M2 Intelligence Platform”) accessible via the website of EIT RM (<https://eitrawmaterials.eu/>) under a designated section (“Platform”).

2 Preamble

The Platform is a data-driven analytics and business intelligence tool designed to provide information on raw materials markets, supply chains and related topics. Access is currently granted exclusively to members of EIT RawMaterials e.V. and their designated Authorized Users (as defined in these T&Cs) within the framework of a Pilot Phase (as defined in these T&Cs). The Pilot Phase is limited to the period until December 31, 2027 and may be extended by EIT RM. The purpose of the Pilot Phase is to test the Platform, validate the underlying data model and collect user experience prior to any potential transition into regular operation. The free-of-charge provision of the Platform during the Pilot Phase is not intended to create any legal right to the continued provision of the Platform or any specific Platform Content beyond the end of the Pilot Phase. EIT RM expressly points out that the Platform is in a stage of development in which content, functionalities and technical conditions may be subject to change. With this in mind, the following Terms and Conditions (“T&Cs”) specify and govern the legal relationship regarding the use of the Platform, which is granted to the Member under and in connection with the membership contract concluded between the Member and EIT RawMaterials e.V. (“**Membership Contract**”):

3 Definitions

- 3.1 “Derived Data”** means new datasets created by EIT RM through the combination, harmonisation, calculation or analysis of data from one or more sources in such a way that the original source data can no longer be identified in their original form.
- 3.2 “Authorized User”** means a natural person who is an employee or representative of a Member and who has been assigned personal access credentials by or on behalf of EIT RM.
- 3.3 “External Data Provider”** means any natural person, legal entity, institution or organisation other than EIT RM that provides EIT RM with data or information on a contractual, licence-based or other legal basis, which are wholly or partly integrated by EIT RM into the Platform as Platform Content.
- 3.4 “Third-Party Content”** means Platform Content that originates wholly or partly from External Data Providers.
- 3.5 “EIT RM Proprietary Content”** means Platform Content that has been created, collected, calculated or compiled exclusively by EIT RM (in particular ERMA data, CRMA Tracker data and self-generated key performance indicators such as, for example, compound annual growth rates).
- 3.6 “Member”** (or “**Member Organisation**”) means any legal entity or institution which, as a partner (Project Partner, Associate Partner or Core Partner), is a member of EIT RawMaterials e.V. with a Membership Contract in place and has been granted access to the Platform by EIT RM.
- 3.7 “Pilot Phase”** means the period from the entry into force of these T&Cs until December 31, 2027 (“**Scheduled End of the Pilot Phase**”). EIT RM is entitled to extend the Pilot Phase once or several times by up to six (6) months each by notification in text form (Textform) to the Member. Such extension notice will be given no later than four (4) weeks before the respective end of the Pilot Phase. During the Pilot Phase, the Platform will be made available free of charge to a strictly limited group of users.
- 3.8 “Platform”** means the M2 Intelligence Platform, a data-driven analytics and business intelligence tool operated by EIT RM, which runs on a cloud-based infrastructure as a Software as a Service (“**SaaS**”) solution and is accessible via an internet connection through a web browser. The

purpose of the Platform is to provide information on raw materials markets, supply chains and related topics.

- 3.9** “**Platform Content**” means data, information, graphics, visualisations, dashboards, analyses, texts and other content made available on the Platform to Authorized Users.
- 3.10** “**Restricted-Use Platform Content**” means Platform Content that is subject to stricter or deviating usage rules compared to the General Platform Content due to underlying contractual or licence-based requirements. This includes, in particular, the Platform Content displayed in the “Industry” section in the “Battery” dashboards of the Platform, as well as any additional Platform Content that is designated on the Platform in an appropriate manner as Restricted-Use Platform Content. Restricted-Use Platform Content is subject to the specific usage restrictions set out in Section 8.
- 3.11** “**General Platform Content**” means Platform Content that is not Restricted-Use Platform Content within the meaning of Section 3.10, in particular EIT RM Proprietary Content within the meaning of Section 3.5. The usage rights and restrictions set out in Section 9 apply to General Platform Content.

4 Scope of Application

- 4.1** The contractual counterparty of EIT RM under these T&Cs is the Member on whose behalf its Authorized Users access the Platform. The Member is responsible for ensuring compliance with the obligations set out in these T&Cs by its Authorized Users.
- 4.2** These T&Cs conclusively govern the legal relationship regarding the use of the Platform. Any terms and conditions deviating from these T&Cs, in particular any terms of a Member or an Authorized User, shall not apply, even if EIT RM does not expressly object to them. Such deviating terms shall only apply if and to the extent EIT RM has expressly confirmed them in writing.
- 4.3** Separate terms and conditions apply to any services provided against payment or to the purchase of other products that we offer elsewhere.
- 4.4** The Platform is directed exclusively at entrepreneurs within the meaning of section 14 of the German Civil Code (*“Bürgerliches Gesetzbuch”*, in short **“BGB”**), i.e. natural persons or legal entities or partnerships with legal capacity who, when entering into a legal transaction, act in exercise of their commercial or self-employed professional activity, as well as legal entities under public law and special funds under public law within the meaning of section 310 (1) sentence 1 BGB that are Members of EIT RawMaterials e.V. as partners (Project Partner, Associate Partner or Core Partner). Consumers within the meaning of section 13 BGB, i.e. natural persons who enter into a legal transaction for purposes that predominantly are outside their trade, business or profession, are excluded from using the Platform.
- 4.5** These T&Cs are incorporated into the contractual relationship between EIT RM and the Member on the basis of the respective Membership Contract. Use of the Platform by Authorized Users takes place within and on the basis of this contractual relationship; the login of an Authorized User does not create a separate contractual relationship with EIT RM that is independent of the Membership Contract.

5 Subject Matter of the Agreement, Platform, Scope of Functionality

- 5.1** The subject matter of the legal relationship between EIT RM and the Member based on these T&Cs (**“User Agreement”**) is the free-of-charge provision of the Platform as a cloud-based SaaS solution for the limited duration of the Pilot Phase as described in the Preamble.
- 5.2** The Platform is provided exclusively via an internet-based user interface; no physical provision of the underlying software or IT infrastructure is made to the Member.
- 5.3** During the Pilot Phase, the Member is granted the opportunity to use the Platform under the conditions set out in these T&Cs and to enable its Authorized Users to access it. The Member shall have no claim to the transition of the Platform into a paid regular operation or to the provision of the Platform beyond the end of the Pilot Phase.

- 5.4** The Platform is a data-driven analytics and business intelligence tool used for the visualisation, evaluation and analysis of information relating to raw materials markets, supply chains and related topics. Authorized Users may view the content made available on the Platform within the framework of the functions available from time to time and may evaluate such content by using filter, selection, navigation and analysis functions. At present, there are no search functions, no notification or alert functions and no API access. Users cannot upload their own data to the Platform and cannot create their own content (no user-generated content).
- 5.5** Details regarding the respective areas of the Platform provided from time to time (e.g. “Region”, “Trade”, “Commodity”, “Industry”) and their functional scope follow from the current service description of the Platform as published by EIT RM on the Platform or in accompanying information materials. During the Pilot Phase, EIT RM does not owe any specific minimum scope of functionality and is entitled to modify, supplement or restrict functionalities of the Platform in accordance with Section 16.
- 5.6** Access to the Platform requires a functioning internet connection and an up-to-date, commonly used web browser, the provision and configuration of which are the responsibility of the Member.
- 5.7** The Platform Content available on the Platform originates partly from EIT RM itself (in particular EIT RM Proprietary Content within the meaning of Section 3.5), partly from External Data Providers (Third-Party Content within the meaning of Section 3.4) and partly from publicly accessible sources which are harmonised, processed or prepared by EIT RM in the form of Derived Data. The Member has no claim to the retention of specific content, data sources, visualisations or analyses.
- 5.8** EIT RM is entitled, at its own reasonable discretion, to classify Platform Content as Restricted-Use Platform Content or General Platform Content within the meaning of Sections 3.10 and 3.11. The allocation and labelling are made on the Platform in an appropriate manner and are decisive for the scope of the usage rights granted to the Member under Sections 8 et seq.
- 5.9** All Platform Content is provided for information and analytical purposes only. It does not constitute legal, tax, financial or other professional advice and, in particular, shall not be construed as a recommendation to purchase or sell assets, to enter into other investments or financings, or to take any other business decisions.
- 5.10** The Member remains solely responsible for the assessment and use of the Platform Content and for any decisions derived therefrom. It is the Member’s responsibility to independently assess the suitability of the Platform Content for the respective intended use and, where appropriate, to obtain external professional advice (e.g. legal, tax or financial advice).
- 5.11** For the avoidance of doubt, nothing in these T&Cs constitutes or shall be construed as a guarantee (“*Garantie*”) within the meaning of §§ 276 (1) sentence 1, 443 and 639 BGB unless explicitly designated as such in a separate written declaration by EIT RM. To the extent Platform Content originates from External Data Providers or is based on publicly accessible sources, EIT RM, subject to any deviating express provisions in these T&Cs, does not assume any warranty or guarantee for its substantive correctness, completeness, accuracy or timeliness. The same applies to analyses, key performance indicators and Derived Data derived from or based on such data, insofar as their quality depends on the quality of the underlying third-party or public data. EIT RM provides the Platform and the Platform Content during the Pilot Phase essentially on an “as is” basis. This applies in particular with regard to the completeness, freedom from errors, availability and performance of the Platform, unless expressly provided otherwise in these T&Cs. Section 15 remains unaffected.
- 5.12** EIT RM is entitled to correct, replace, label or remove from the Platform at any time any Platform Content or data sources in respect of which substantive errors, licensing issues or other legal or factual inaccuracies subsequently become apparent. The Member has no claim to the preservation of specific historical content states or time series. Section 16 remains unaffected.

6 Access to the Platform

- 6.1** Access to the Platform is available exclusively to Members within the meaning of Section 3.6 and their Authorized Users who have been activated by EIT RM. The number of access rights per

Member depends on the respective partnership level (Project Partner, Associate Partner, Core Partner) and is determined by EIT RM and communicated separately to the Member.

- 6.2 The Member shall designate to EIT RM the Authorized User(s). The Member is responsible for ensuring that the data provided in the context of registration and/or activation (in particular the name and business e-mail address of the Authorized Users) are accurate, complete and up to date. Any changes must be notified to EIT RM without undue delay. The use of pseudonyms is not permitted.
- 6.3 Use of the Platform requires prior activation of the respective Authorized User's user account by EIT RM.
- 6.4 Activation of access following the activation of the user account takes place by entering the Authorized User's business e-mail address in the form provided by EIT RM. For each login, a one-time use code will be sent to this e-mail address, which must be entered on the Platform within a limited period of time.
- 6.5 An Authorized User's access is linked to an individual e-mail address and may neither be shared with third parties nor used jointly by several persons. The Member shall ensure, by appropriate organisational measures, that these requirements are complied with.
- 6.6 If a Member ceases to be a member of EIT RawMaterials e.V., the User Agreement shall automatically end upon termination of such membership. In this case, EIT RM is entitled to deactivate the related user accounts and access to the Platform with effect from that time; Section 17.7 shall apply accordingly.
- 6.7 The replacement of individual Authorized Users within a Member (e.g. in the event of staff changes) is possible. The Member must notify any changes to the persons to be authorised without undue delay to the contact address specified by EIT RM (currently: m2intelligence@eitrawmaterials.eu); EIT RM will update the stored Authorized Users accordingly within a reasonable processing period.

7 Grant of Rights to Use the Platform (SaaS Use)

- 7.1 All rights in and to the Platform, in particular copyrights and rights of use, database rights, trade name rights, trademark rights and other industrial property rights in the underlying software, the user interface, the technical infrastructure and the look and feel of the Platform, are held exclusively by EIT RM or, where applicable, by the respective rights holders or third-party providers.
- 7.2 These T&Cs do not transfer or assign to the Member any copyrights or rights of use in the Platform within the meaning of sections 69a et seq. of the German Copyright Act ("*Urheberrechtsgesetz*", in short: "**UrhG**"). In particular, there is no assignment, transfer or grant to the Member of any source-code rights or other more extensive rights in the Platform or any of its components.
- 7.3 For the term of the User Agreement, the Member is granted the simple (non-exclusive), non-transferable and non-sublicensable right to enable its Authorized Users to access the then-current version of the Platform by way of access through a commonly used web browser.
- 7.4 This right of use is limited to the intended use ("*Bestimmungsgemäße Nutzung*") of the Platform for the Member's internal purposes within the scope of its own business activities. Intended use particularly comprises
 - 7.4.1 accessing and displaying the Platform's user interface in a web browser;
 - 7.4.2 loading the user interface into the working memory of the end-user devices of the Authorized Users used for this purpose in accordance with the Agreement;
 - 7.4.3 the transient reproductions of the user interface that necessarily occur in this context; and
 - 7.4.4 the use of the navigation, filter, search and analysis functions provided on the Platform (if and to the extent available) within the scope of functionality envisaged by EIT RM.

- 7.5** In particular during the Pilot Phase, there is no claim to a specific scope of functionality of the Platform. EIT RM may adapt, extend or restrict functions of the Platform and their scope in accordance with Section 16.
- 7.6** Unless expressly agreed otherwise or permitted by law (in particular pursuant to sections 69d and 69e UrhG), the Member is not entitled to
- 7.6.1** transfer, sell or pledge the rights of use in the Platform granted to it, or otherwise make them available to third parties for independent use;
 - 7.6.2** grant third parties (including group companies which are not Members) paid or unpaid access to the Platform or permit them to use the Platform, insofar as they are not Authorized Users within the meaning of these T&Cs;
 - 7.6.3** use the Platform for sub-hosting purposes, as a white-label solution or as a basis for its own SaaS services vis-à-vis third parties, unless this has been expressly agreed with EIT RM in advance and in writing.
- 7.7** The Member is not entitled to
- 7.7.1** edit, modify, decompile, disassemble or reverse engineer the Platform software or parts thereof, except where such actions are mandatorily permitted under section 69e UrhG; in the event of a decompilation permissible under section 69e UrhG, the Member shall inform EIT RM in advance and give EIT RM the opportunity to itself provide the information required to achieve interoperability;
 - 7.7.2** circumvent or manipulate security, access-control or licensing mechanisms of the Platform;
 - 7.7.3** access databases, server file systems or other technical components of the Platform that are not accessible via the intended user interface directly;
 - 7.7.4** copy, store or install the Platform or its components outside the intended use, in particular not to store them permanently on its own data carriers, insofar as this goes beyond transient caching in the working memory.
- 7.8** The Member is not entitled to remove, obscure or alter proprietary notices, copyright or trademark notices, logos, version information or other indications of intellectual property rights contained in the Platform, the documentation or other components provided by EIT RM.
- 7.9** In the event of serious or repeated violations of the provisions of this Section 7, EIT RM is entitled to temporarily suspend the access to the Platform, to the extent this is necessary to protect the Platform, the rights of EIT RM or the rights of External Data Providers. Any further rights of EIT RM, in particular the right to extraordinary termination and to claim damages, remain unaffected.
- 7.10** The Member shall ensure that its Authorized Users comply with the above restrictions. Any violations by Authorized Users shall be deemed to be violations by the Member.

8 Grant of Rights to Use Restricted-Use Platform Content

- 8.1** With respect to Restricted-Use Platform Content within the meaning of Section 3.10, EIT RM grants the Member, for the term of the User Agreement, a simple (non-exclusive), non-transferable and non-sublicensable right to use such content solely via the Platform interface for the purposes described below.
- 8.2** Use is limited to viewing the relevant Platform Content in the graphical form provided by the Platform (e.g. charts, maps, visualisations) and to using the interactive functions provided by EIT RM (e.g. filter, selection and drill-down functions), in each case only for internal purposes within the Member's own organisation.
- 8.3** Any use of the raw data or detailed values underlying the Restricted-Use Platform Content in tabular form (e.g. CSV, Excel or other raw-data exports) is excluded. In particular, the Member is not entitled to extract, reconstruct or otherwise reverse engineer the data underlying the relevant Platform Content by technical or manual means.
- 8.4** To the extent technically enabled by the Platform, Authorized Users may export Restricted-Use Platform Content in graphical form as an image or PDF file. Any further reproduction, distribution

or making such content publicly available, in particular by sharing it outside the Member's organisation, publishing it on the internet or in generally accessible databases, is not permitted.

- 8.5** The use of Restricted-Use Platform Content in connection with
- 8.5.1** public offerings of securities or other financial instruments, including the preparation, filing or publication of prospectuses, securities information or comparable offering documents;
 - 8.5.2** mandatory publications or notifications to stock exchanges, supervisory authorities or other public bodies (including, but not limited to, capital market, regulatory or stock exchange notifications); and
 - 8.5.3** private placements or other financing rounds involving external investors
- is prohibited.
- 8.6** Restricted-Use Platform Content may not be used for the development, training or improvement of artificial intelligence systems or machine-learning models. This applies regardless of whether such systems are operated by the Member itself or by third parties and regardless of whether the use is for consideration or free of charge. A purely supportive use of textual evaluations provided by the Platform remains permissible, provided that such evaluations themselves do not allow any conclusions to be drawn about underlying raw data, are not based on Restricted-Use Platform Content and do not constitute an independent dataset for training purposes. Any rights under section 44b (2) UrhG remain reserved to EIT RM and, where applicable, to the respective rights holder in accordance with section 44b (3) UrhG.
- 8.7** The Member may not offer or use Restricted-Use Platform Content as a standalone product or as a substantial component of their own data-based product or service vis-à-vis third parties. In particular, it is prohibited to use such content in a manner that would be regarded as a functional substitute for the corresponding data or information products of the respective External Data Providers.
- 8.8** The Member shall ensure that, in the case of permissible graphical exports, presentations or screenshots containing Restricted-Use Platform Content and used within the Member's own organisation, the source, brand and copyright notices provided for on the Platform remain visible and are not removed, obscured or altered. Where more extensive attribution obligations imposed by External Data Providers apply to certain content, EIT RM will draw attention to this in an appropriate manner; the Member must comply with such requirements.
- 8.9** No further rights in Restricted-Use Platform Content are granted to the Member. Any use exceeding the above requires the express permission of EIT RM. Mandatory statutory rights of the Member and the Authorized Users, in particular under section 44a UrhG, remain unaffected.
- 8.10** The Member shall ensure that its Authorized Users comply with the above restrictions. Any violations by Authorized Users shall be deemed to be violations by the Member.

9 Grant of Rights to Use General Platform Content

- 9.1** With respect to General Platform Content within the meaning of Section 3.11, EIT RM grants the Member, for the term of the User Agreement, a simple (non-exclusive), non-transferable and non-sublicensable right to use such content to the extent described below.
- 9.2** The Member and its Authorized Users are entitled to view General Platform Content via the Platform interface and to use it interactively within the scope of the functionalities provided by EIT RM (in particular navigation, filter, selection and analysis functions), in each case for internal purposes within the Member's own organisation.
- 9.3** The Member and its Authorized Users may reproduce General Platform Content in the form of screenshots or, to the extent technically enabled by the Platform, by exporting it in image or PDF formats and may use such content within the Member's organisation for internal purposes, in particular in internal presentations, reports and analyses, provided that any source and copyright notices displayed on the Platform are retained.
- 9.4** General Platform Content may be shared internally within the Member's organisation, including with employees who do not have their own access to the Platform, provided that the content

remains clearly identifiable as originating from the Platform and these T&Cs are complied with; the Member undertakes to take appropriate measures to ensure compliance with these T&Cs.

- 9.5** The Member and its Authorized Users may use General Platform Content in scientific or academic publications as well as in other clearly non-commercial publications (e.g. by non-profit industry associations), provided that
- 9.5.1** the content is not expressly marked on the Platform as not released for further use in publications;
- 9.5.2** accurate and appropriate source attribution is provided, naming both EIT RM as the operator of the Platform and, to the extent indicated on the Platform, the relevant data sources; and
- 9.5.3** such use does not conflict with any specific restrictions indicated on the Platform for individual items of content.
- 9.6** To the extent expressly indicated on the Platform as permissible, Authorized Users may download certain General Platform Content in tabular form (e.g. designated tables in the “Region” environment containing exclusively public data) as a file and further use it within the Member’s organisation. Any further disclosure of such files to third parties outside the Member’s organisation or their use as part of the Member’s own fee-based products or services is not permitted without the prior express consent of EIT RM.
- 9.7** The use of General Platform Content for the purposes of resale, paid onward transfer or other commercial exploitation vis-à-vis third parties is excluded, unless a deviating agreement with EIT RM has been made in an individual case in text form. This applies in particular to the use of General Platform Content as a component of reports, databases or platforms offered to third parties against payment.
- 9.8** The Member may not use General Platform Content in any manner aimed at establishing or operating their own data or information service competing with the Platform or with the data providers of EIT RM. In particular, it is prohibited to systematically or automatically extract General Platform Content (e.g. by web scraping, bots or comparable technologies) in order to build up a separate database or information product.
- 9.9** The use of General Platform Content for the training or improvement of artificial intelligence systems or machine-learning models is not permitted without the prior express consent of EIT RM. The use of such content within the scope of the functions provided by the Platform itself remains permissible, insofar as this does not create an independent dataset for training purposes. Any rights under section 44b (2) UrhG remain reserved to EIT RM and, where applicable, to the respective rights holder in accordance with section 44b (3) UrhG.
- 9.10** Any rights in General Platform Content that are not expressly granted to the Member under this Section 9 remain with EIT RM or the respective rights holders. Mandatory statutory rights of the Member, in particular the limitation provisions of section 44a UrhG, remain unaffected.
- 9.11** The Member shall ensure that its Authorized Users comply with the above restrictions. Any violations by Authorized Users shall be deemed to be violations by the Member.

10 Availability of the Platform

- 10.1** EIT RM will use reasonable efforts, within the limits of technical and economic feasibility, to ensure the smooth operation and high availability of the Platform. However, in light of the current state of the art, no assurance can be given that data communication via the internet will function at all times without errors and interruptions. In particular, there may be periods during which the Platform is not available or is only available to a limited extent due to technical or other circumstances beyond the control of EIT RM (e.g. disruptions in telecommunications networks, failures of power supply or cloud infrastructure, external attacks, force majeure such as natural disasters, war, strikes, orders of public authorities).
- 10.2** EIT RM is entitled to restrict access to the Platform, in whole or in part, temporarily or permanently, to the extent this is necessary
- 10.2.1** for reasons of security of the operation of the Platform or the underlying systems;

- 10.2.2** for the performance of maintenance work, updates or further developments; or
- 10.2.3** for the implementation of legal or regulatory requirements or contractual provisions imposed by External Data Providers.
- 10.3** Maintenance, security and update work may lead to temporary impairments or interruptions of the availability of the Platform. Where reasonably possible, EIT RM will carry out planned maintenance work during periods of low usage and, where reasonable, announce such work in advance in an appropriate form (e.g. notice on the Platform or by e-mail to the registered contacts). Urgent maintenance work, in particular to remedy faults, close security vulnerabilities or comply with urgent requirements of External Data Providers or public authorities, may also be carried out without prior notice.
- 10.4** Section 15 of these T&Cs remains unaffected.

11 Use of subcontractors

EIT RM is permitted to involve subcontractors in the provision of the Platform and the Platform Content. The use of subcontractors does not release EIT RM from its obligations to the Member under the terms of the User Agreement.

12 Member Obligations, Prohibited Uses

- 12.1** The Member is obliged to use the Platform and the Platform Content exclusively in compliance with the applicable statutory and regulatory provisions, these T&Cs and the contractual agreements (including the Membership Contract). This includes, in particular, compliance with all relevant provisions of criminal law, competition law, data protection law, consumer protection law (to the extent applicable), as well as other rules for the protection of personal data, trade secrets and third-party intellectual property.
- 12.2** The Member must refrain from any actions that may jeopardise or impair the operation, security or integrity of the Platform or the underlying IT systems of EIT RM or third parties. In particular, this includes
 - 12.2.1** introducing or disseminating malware, viruses, worms, trojans or comparable programs;
 - 12.2.2** denial-of-service attacks, unauthorised penetration testing, automated probing of access credentials or other security-relevant attacks;
 - 12.2.3** actions that are capable of significantly impairing the functionality, availability or performance of the Platform.
- 12.3** Any use of the Platform and the Platform Content going beyond the scope permitted under these T&Cs is prohibited. In particular, the Member is not permitted to
 - 12.3.1** circumvent, disable or manipulate technical protection measures or access restrictions of the Platform;
 - 12.3.2** use automated methods (such as bots, crawlers, scraping tools or other scripts) to retrieve, read, store or further process Platform Content systematically or to a substantial extent;
 - 12.3.3** reproduce, extract, distribute or otherwise make Platform Content – in whole or in substantial parts – available to third parties outside the cases expressly permitted under these T&Cs;
 - 12.3.4** use the Platform or its content for the development, improvement or training of artificial intelligence systems or machine-learning models, unless such use is expressly permitted in these T&Cs or has been expressly authorised by EIT RM on a case-by-case basis in text form;
 - 12.3.5** use the Platform or its content to create or operate an information, data or analytics service that competes with the Platform or with the External Data Providers of EIT RM.
- 12.4** The Member is responsible for the security and confidentiality of the access credentials of its Authorized Users. In particular, the Member shall ensure that
 - 12.4.1** access credentials (e.g. business e-mail address and, where applicable, password or one-time codes) are not improperly disclosed to third parties;

- 12.4.2** no third party uses or co-uses the Authorized Users' access without authorisation;
- 12.4.3** EIT RM is informed without undue delay as soon as the Member becomes aware of, or has reason to suspect, any unauthorised use of access credentials or that third parties have obtained knowledge of such credentials.
- 12.5** The Member undertakes to inform its Authorized Users and any other persons entrusted with the use of the Platform of the obligations and prohibitions set out in this Section 12, to instruct them accordingly and to bind them contractually or in another appropriate manner. The Member shall ensure that Authorized Users comply with the obligations and prohibitions set out in these T&Cs. Any breaches by Authorized Users shall, in relation to EIT RM, be deemed breaches by the Member.

13 Blocking, Warnings

- 13.1** In the event of breaches of obligations under these T&Cs set out in Sections 7 to 9 and 12, EIT RM shall, without prejudice to any right to extraordinarily terminate the User Agreement, be entitled, taking into account the severity of the breach, the interests of both parties and the principle of proportionality, to
- 13.1.1** send the Member a warning notice ("*Abmahnung*") or other complaint in text form and request that the breach be remedied;
- 13.1.2** block, modify or delete, in whole or in part, any Platform Content that violates statutory provisions, third-party rights or these T&Cs or with respect to which there is a corresponding reasonable suspicion;
- 13.1.3** temporarily or permanently block access of individual Authorized Users and/or – in serious cases – the Member's access to the Platform, to the extent and for as long as this is necessary to prevent further breaches, to clarify a reasonable suspicion or to protect the legitimate interests of EIT RM, External Data Providers or other third parties.
- 13.2** EIT RM is in particular entitled to take measures under Section 13.1 if
- 13.2.1** the Member or an Authorized User uses the Platform or Platform Content beyond the scope of use granted under these T&Cs, in particular circumvents technical protection measures, performs automated retrievals (e.g. scraping, bots) or unlawfully discloses Platform Content to third parties outside its own organisation;
- 13.2.2** the Member or an Authorized User, in breach of these T&Cs, grants access to the Platform to unauthorised persons or discloses or shares access credentials;
- 13.2.3** authorities, courts, External Data Providers or other third parties notify EIT RM, setting out comprehensible indications, of an unlawful use of the Platform or of a breach of these T&Cs.
- 13.3** A reasonable suspicion of a breach within the meaning of Section 13.1 exists in particular where concrete facts or credible indications are available which, when assessed objectively, support the conclusion that there has been a breach of statutory provisions, third-party rights, contractual obligations towards External Data Providers or these T&Cs. In such case, EIT RM is entitled to take the measures under Section 13.1, to the extent and for as long as this is necessary to clarify the suspicion or to prevent further breaches of duty. The Member may avert such measures by dispelling the suspicion at its own expense through the submission of suitable evidence.
- 13.4** Before blocking access, EIT RM will inform the Member and/or the relevant Authorized User in text form (e.g. by e-mail) of the intended blocking, the material reasons for it and – where possible – the measures required for remediation, and will grant a reasonable period for comment and remediation, unless
- 13.4.1** there is an imminent risk to the security or functionality of the Platform or the underlying IT systems;
- 13.4.2** a prior warning in respect of a comparable breach has been unsuccessful or similar breaches have already occurred repeatedly; or

- 13.4.3** prior notice would frustrate the purpose of the blocking (e.g. in the case of manifestly criminal content or imminent serious breaches of contract vis-à-vis External Data Providers).

In the above-mentioned exceptional cases, EIT RM may implement an immediate blocking without prior notice. In such case, EIT RM will inform the Member or the relevant Authorized User without undue delay thereafter of the blocking and the material reasons for it.

- 13.5** EIT RM will lift a blocking without undue delay as soon as

- 13.5.1** the reason for the blocking has ceased to exist, in particular the breach complained of has been remedied or unlawful content has been removed;
- 13.5.2** the Member or the Authorized User credibly demonstrates and – where reasonably practicable – proves that no breach has occurred; or
- 13.5.3** a final court decision or binding official decision orders that the blocking be lifted.

EIT RM will inform the Member or the relevant Authorized User about the lifting of the blocking.

- 13.6** For the duration of a justified blocking, EIT RM's obligation to provide the services affected by the blocking shall be suspended. Any claims of the Member arising from an unjustified blocking are governed by Section 15 of these T&Cs.
- 13.7** If a justified blocking results in EIT RM being permanently unable to provide the contractual services, or if the reason for the blocking is not remedied within a reasonable period set by EIT RM, EIT RM shall be entitled to extraordinarily terminate the User Agreement for good cause. The right to assert further claims, in particular for injunctive relief and damages as well as for indemnification vis-à-vis External Data Providers, remains unaffected.

14 Indemnification

- 14.1** If third parties assert claims against EIT RM that are based on a breach by the Member or one of its Authorized Users of any obligation under Section 12 and that are attributable to the Member, the Member undertakes to

- 14.1.1** indemnify and hold EIT RM harmless from and against all such claims asserted by these third parties to the extent that such claims are based on the breach for which the Member is responsible. The indemnification also covers the costs required for an adequate legal defence (in particular court and statutory lawyer's fees); and

- 14.1.2** compensate EIT RM for any additional damages incurred by EIT RM as a result of the breach of duty for which the Member or its Authorized Users are responsible (e.g. EIT RM's own expenses for satisfying justified third-party claims, contractual penalties owed to External Data Providers), to the extent such damages are not already covered by the indemnification under Section 14.1.1.

- 14.2** The Member is obliged to inform EIT RM without undue delay and in text form as soon as it becomes aware of any third-party claims that are connected with the use of the Platform and in respect of which an indemnification under this Section 14 may come into consideration. EIT RM will in turn inform the Member without undue delay of any corresponding claims being asserted.

- 14.3** EIT RM is entitled to conduct, or have conducted, the dispute with the third party, both in and out of court, itself. The Member shall provide EIT RM with reasonable support in this regard, in particular by

- 14.3.1** immediately providing all facts known to the Member and relevant for the assessment of the claims; and

- 14.3.2** providing the documents and other information required for the legal defence.

EIT RM will only enter into settlements or acknowledgements vis-à-vis the third party that give rise to an indemnification obligation of the Member after prior consultation with the Member, unless prior consultation is not possible in the individual case for urgent reasons.

- 14.4** In cases under Section 14.1, EIT RM's further rights and claims, in particular rights to injunctive relief, damages, termination and blocking under Section 13, remain unaffected.

15 Limitation of liability

- 15.1 EIT RM shall be liable without limitation for damages arising from injury to life, body or health which are based on an intentional or negligent breach of duty by EIT RM, its legal representatives or vicarious agents.
- 15.2 EIT RM shall further be liable without limitation for damages which are based on an intentional (“*vorsätzlich*”) or grossly negligent (“*grob fahrlässig*”) breach of duty by EIT RM, its legal representatives or vicarious agents.
- 15.3 In the event of simple negligence, EIT RM shall only be liable for breaches of material contractual obligations (“*wesentliche Vertragspflichten*” or “*Kardinalpflichten*”) and only for the typical, foreseeable damage. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the User Agreement and on the observance of which the Member regularly relies and may rely.
- 15.4 Any potential liability of EIT RM under the German Product Liability Act (“*Produkthaftungsgesetz*”, in short: “**ProdHaftG**”) as well as in cases of the assumption of an express guarantee or in the event of fraudulent concealment of a defect shall remain unaffected; in such cases, the scope of liability shall be determined in accordance with the statutory provisions or, in case of a guarantee, the content of the guarantee declaration, respectively.
- 15.5 Subject to Sections 15.1 to 15.4 any liability of EIT RM, irrespective of the legal basis, is excluded. This shall in particular include any liability for indirect consequential damages, loss of profit, loss of revenue, loss of anticipated savings, loss of production or other pecuniary losses, unless such damages are to be compensated as typical, foreseeable damages in accordance with Section 15.3.
- 15.6 The above limitations of liability shall apply equally in favour of the corporate bodies, legal representatives, employees and other vicarious agents of EIT RM.

16 Amendments to these T&Cs, the Platform and the Platform Content

- 16.1 EIT RM is entitled to amend or supplement these T&Cs as well as the design of the Platform (including the functions offered and the Platform Content) in accordance with the following provisions, to the extent this is reasonable for the Member and the legitimate interests of EIT RM and the Members are appropriately taken into account.
- 16.2 Amendments under Section 16.1 may be made if at least one of the following good reasons applies
- 16.2.1 where the amendments are necessary to adapt these T&Cs, the Platform or individual Platform Content to a change in the legal situation, to new or amended statutory or regulatory requirements or to binding court or administrative decisions;
- 16.2.2 where new technical developments, changes in the system or cloud infrastructure used, security or performance requirements or comparable technical/operational reasons require an adjustment of the Platform, the Platform Content or the T&Cs and the amendments do not result in a material deterioration of the primary contractual obligations described in these T&Cs for the Member;
- 16.2.3 where amended or new contractual or licensing requirements of External Data Providers (including requirements regarding usage rights, attributions, export restrictions or permitted visualisations) necessarily require adjustments to the Platform, the Platform Content or the T&Cs; in such case, the amendment shall be limited to what is necessary to comply with such requirements;
- 16.2.4 where the amendments serve the further development, improvement or consolidation of the Platform during the Pilot Phase (e.g. introduction of new functions or decommissioning of functions that are no longer required or were made available on a test basis, change of the structure of dashboards or data areas), provided that the core purpose of the Platform (provision of a data-based analytics and business-intelligence tool on raw-materials markets, supply

chains and related topics as described in the preamble) is neither removed nor fundamentally undermined;

- 16.2.5** where the amendments serve the updating, quality assurance or methodological further development of data sources or Platform Content (e.g. replacement, supplementation or removal of individual data sources, adjustment of calculation methods), provided that the character of the Platform as an analysis and visualisation tool is preserved and there is no unreasonable deterioration of the usage options for the Member;
- 16.2.6** where the amendments exclusively provide legal or factual benefits to the Member, grant new rights or extend existing rights, or merely clarify existing provisions without materially worsening the Member's legal position.
- 16.3** EIT RM will notify the Member of amendments at least six (6) weeks before their intended effective date in text form (e.g. by e-mail).
- 16.4** The Member may object to the amendments in text form no later than two (2) weeks before the date specified in the amendment notice as the intended effective date. If no objection is made within this period, the amendments shall be deemed accepted by the Member (deemed consent). In the amendment notice, EIT RM will expressly draw the Member's attention to this right of objection, the period to be observed and the significance of remaining silent.
- 16.5** If the Member objects in due time:
 - 16.5.1** the T&Cs will initially continue to apply unchanged in relation to this Member;
 - 16.5.2** EIT RM shall be entitled to terminate the User Agreement with this Member by giving four (4) weeks' notice from receipt of the objection, if it is unreasonable for EIT RM to continue the User Agreement under the previous conditions, taking into account the reasons for the planned amendment and the Member's legitimate interests.
- 16.6** Amendments under Section 16.2.6 (exclusively beneficial or clarifying amendments) as well as adjustments to the Platform or the Platform Content that do not require any amendment of these T&Cs and do not materially impair the Member's use of the Platform (e.g. purely visual adjustments to the user interface, minor restructuring of dashboard layouts without loss of functionality, introduction of additional data sources, optimisations of existing visualisations, bug fixes, addition of new functionalities or new platform areas) may be implemented by EIT RM at any time. EIT RM will inform the Member of such amendments in an appropriate manner, to the extent they have more than merely insignificant effects on the use of the Platform.
- 16.7** Irrespective of this Section 16, EIT RM remains free to implement amendments to these T&Cs or material changes to the Platform or the Platform Content by entering into an explicit amendment agreement with the Member (e.g. through an explicit declaration of consent in an online dialogue).
- 16.8** The Member's statutory rights and the contractual termination rights granted in these T&Cs remain unaffected.

17 Duration of the User Agreement, Termination

- 17.1** The User Agreement is concluded solely for the duration of the Pilot Phase. It will automatically terminate at the Scheduled End of the Pilot Phase without requiring a notice of termination. From that point in time, the Member is no longer entitled to use the Platform.
- 17.2** Irrespective of Section 17.1, the Member may terminate the User Agreement at any time without giving reasons by notice in text form (e.g. by e-mail), observing a notice period of two (2) weeks to the end of the Pilot Phase. The Member's right to terminate its partnership/membership in EIT RawMaterials e.V. in accordance with the applicable rules remains unaffected.
- 17.3** The right of each party to extraordinarily terminate the User Agreement for good cause (aus wichtigem Grund) remains unaffected. Good cause exists in particular if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the User Agreement until the end of the Pilot Phase (section 314 BGB).

- 17.4** Good cause for EIT RM exists in particular if the Member or any of its Authorized Users
- 17.4.1** culpably and materially breaches material obligations under these T&Cs; material obligations include in particular
- 17.4.1.1** the usage restrictions and prohibitions set out in Section 12;
- 17.4.1.2** obligations to observe the scope and limits of the rights of use granted in respect of of the Platform and Platform Content set out in Sections 7 to 9;
- 17.4.1.3** confidentiality obligations and the obligation to keep non-public data and information of the Platform secret;
- and such breach is not remedied within a reasonable period set by EIT RM despite a warning notice, or is so serious that a warning notice is exceptionally not required; or
- 17.4.2** uses Platform Content in a manner that exposes EIT RM, vis-à-vis External Data Providers to a significant risk of breaches of contract or of claims for damages or injunctive relief, and it is therefore objectively unreasonable for EIT RM to continue the User Agreement with the relevant Member; or
- 17.4.3** repeatedly, or despite the blocking of individual Authorized Users, attempts to circumvent technical protection measures of the Platform or to carry out automated access (e.g. bots, scrapers).
- 17.5** EIT RM's ability, at its reasonable discretion, to first take more moderate measures under Section 13 before issuing an extraordinary termination pursuant to Section 17.4 remains unaffected.
- 17.6** Notices of termination of the User Agreement must be given in text form (e.g. by e-mail) in order to be effective.
- 17.7** Upon termination of the User Agreement becoming effective (irrespective of the legal basis)
- 17.7.1** the Member's and its Authorized Users' access to the Platform shall be disabled;
- 17.7.2** the Member's right to use the Platform and the content accessible via the Platform shall end;
- 17.7.3** the Member shall, without undue delay, delete all content exported from or otherwise downloaded from the Platform that is not based on generally accessible public data, as well as any backup copies thereof, or, where deletion is not possible, cease any further use thereof, unless statutory retention obligations prevent deletion;
- 17.7.4** all claims of the parties arising up to the effective date of termination shall remain unaffected.
- 17.8** The obligations of confidentiality and the obligation to comply with usage restrictions in relation to non-public information and Platform Content obtained during the term of the User Agreement shall continue to apply for a period of five (5) years after termination of the User Agreement, unless a longer statutory or contractual duty of confidentiality applies in an individual case. Content that has become generally accessible without a breach of these T&Cs remains unaffected.

18 Confidentiality

- 18.1** The parties shall treat as confidential all information which they receive in connection with the use of the Platform and their cooperation and which is marked as confidential or is recognisable as confidential by its nature ("**Confidential Information**"). This applies in particular to technical, economic and business information that is not generally known, internal data models and non-public content of the Platform.
- 18.2** The confidentiality obligation does not apply to information:
- 18.2.1** which was already lawfully known to the receiving party before it was disclosed by the other party;
- 18.2.2** which becomes generally known without any breach of these T&Cs;

- 18.2.3** which the receiving party has lawfully received from third parties without any obligation of confidentiality; or
- 18.2.4** which has been developed independently by the receiving party without recourse to the other party's Confidential Information.
- 18.3** Each party is entitled to disclose Confidential Information to the extent it is required to do so by law or on the basis of a final and binding order of a public authority or court. The disclosing party will, to the extent legally permissible, inform the other party in advance of any such disclosure.
- 18.4** Any existing non-disclosure agreements or other agreements between EIT RM and the Member shall remain unaffected by these T&Cs.

19 Governing law

These T&Cs and the User Agreement are governed by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding any conflict of laws rules and principles that would lead to the application of the laws of any other jurisdiction.

20 Place of jurisdiction

- 20.1** If the Member is a merchant within the meaning of the German Commercial Code ("*Handelsgesetzbuch*", in short: "**HGB**"), a legal entity under public law or a special fund under public law within the meaning of § 310 (1) sentence 1 BGB and if the Member has its registered office in Germany at the time the User Agreement is concluded, the exclusive place of jurisdiction shall be our registered office in Berlin, Germany.
- 20.2** In the case of Section 20.1, however, we are also entitled to assert claims in court at your registered office.
- 20.3** In all other respects, the applicable statutory provisions shall apply to local and international jurisdiction.

21 Severability clause

Should any provision of these T&Cs be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these T&Cs.

22 Interpretation of defined terms and legal concepts

- 22.1** Terms that appear in parentheses and quotation marks and are printed in bold (e.g. ("**Membership Contract**")) are defined terms within the meaning of these T&Cs and shall have the meaning given to them in the respective definition or context.
- 22.2** Terms that appear in parentheses and quotation marks and are printed in italics (e.g. ("*vorsätzlich*")) are used for explanatory purposes only, in particular to indicate the specific German legal concepts to be understood under the corresponding English term.

23 Supplementary information

- 23.1** These T&Cs have the following status: May 13, 2026.
- 23.2** For information on the processing of personal data, we maintain an up-to-date privacy policy, which you can view at the following URL: <https://eitrawmaterials.eu/privacy-policy/>