

Terms and Conditions for the Use of the ECO Portal Website and the ECO Portal API of ECO Platform AISBL

1 November 2026

The following Terms and Conditions apply to the use of both (i) the ECO Portal Website (<https://portal.eco-platform.org/>) and (ii) the ECO Portal API, each operated by ECO Platform AISBL. By using the ECO Portal Website and by registering for and accessing the ECO Portal API, the Client expressly agrees to abide by these Terms and Conditions in their entirety.

1. DEFINITIONS

- 1.1 **"Affiliate"** means an entity that controls, is controlled by, or is under common control with the Client (or with another entity in question). "Control" and "to control" as used in this definition shall mean ownership of at least fifty percent (50%) of the voting stock or another comparable equity or ownership interest in the respective entity.
- 1.2 **"API License"** means the right to use the ECO Portal API for the API License Period as granted by ECO Platform and on the basis and within the boundaries of these Terms and Conditions and, if applicable, where applicable, the additional conditions set out in an offer made by ECO Platform and accepted by the Client.
- 1.3 **"API License Period"** is defined in Section 4.3.
- 1.4 **"Client"** refers to one single individual or one single legal entity that has registered with ECO Platform to receive an API License for the access and use of the ECO Portal. The term "Client" does not comprise Affiliates of the Client.
- 1.5 **"Client Account"** means an individual user account associated with a unique email address and authorised by the Client to access and use the ECO Portal API.
- 1.6 **"Database Use"** means any use of ECO EPDs by a Client where the EPD data is stored, indexed or displayed as part of a structured data offering and made accessible in downloadable format, either individually or in bulk, via any form of digital interface (e.g., website, portal, or API), irrespective of whether the database is offered against any form of financial consideration or for free. This includes but is not limited to platforms that allow users to search, view, and export ECO EPDs for further use outside of the platform. For clarity: Any tool, platform or service providing users with ECO EPDs in downloadable format and downloadable datasets is considered to be a Database Use, regardless of whether the tool, platform or service also includes a tool or other additional functionalities.
- 1.7 **"ECO EPDs"** means machine-readable, Environmental Product Declarations (EPDs) and other data, made available via the ECO Portal.
- 1.8 **"ECO Platform"** refers to ECO Platform AISBL, a non-profit international association established under Belgian law.
- 1.9 **"ECO Portal"** refers to the digital data platform provided by ECO Platform, which enables access to ECO EPDs from various sources, comprising the ECO Portal API and the ECO Portal Website.

- 1.10 **"ECO Portal API"** refers to the digital data platform provided by ECO Platform enabling access to registered users to ECO EPDs from various sources through an application programming interface (API).
- 1.11 **"ECO Portal Website"** refers to the website <https://portal.eco-platform.org/>
- 1.12 **"End-User"** means any person who has access to, or uses a database, tool or service of a Client during the applicable Reference Period, irrespective of whether access is provided directly by the Client or through an organisation or entity which is a customer of the Client.
- 1.13 **"External Tool Use"** means a Tool Use by a Client where the respective tool is used also by End-Users who are not employed by, or part of the organisation of the respective Client. For clarity, a use by subcontractors or by the Client's Affiliates is considered as External Tool Use.
- 1.14 **"Internal Tool Use"** means a Tool Use by a Client where the respective tool is used exclusively by End-Users who are employed by, or part of the organisation of, the respective Client.
- 1.15 **"Non-Commercial Use"** is defined in Section 6.1.
- 1.16 **"Organisation Account"** means an account made available to a High-Performing Client as part of the API License that enables multiple Client Accounts to be managed within the Client's organisation and to which organisation-wide API credentials may be assigned.
- 1.17 **"Paying End-User"** means an End-User whose access to the relevant database, tool or service is provided under or in connection with a paid subscription, licence, service agreement or any other paid commercial arrangement, irrespective of whether the payment is made by the End-User itself.
- 1.18 **"Reference Period"** means (i) the period of twelve (12) months preceding the date on which a Client submits the information for the Use Class classification pursuant to Section 5.2.2 or (ii), if the relevant database, tool or service has been operational for less than twelve months, the period since the database's, tool's or service' commercial or operational launch.
- 1.19 **"Tool Use"** means any use of the ECO Portal API by a Client where the ECO EPDs are integrated into a software tool or digital platform to perform specific functionalities for End-Users, including but not limited to life cycle assessment (LCA) calculations, environmental comparisons, benchmarking, performance reporting, or other data-driven services, irrespective of whether the tool or platform is offered against any form of financial consideration or for free. Tool Use comprises both External Tool Use and Internal Tool Use. For clarity, Tool Use also includes any software tool or digital platform that enables End-Users to search, filter, view, compare or visualise ECO EPDs or information derived from ECO EPDs, even if the tool or platform does not perform calculations or other data-driven analyses. Where ECO EPDs or substantially complete ECO EPD datasets are made available to End-Users in a downloadable or otherwise reusable machine-readable format, the use shall be classified as Database Use regardless of whether the software tool or digital platform also includes Tool Use functionalities.
- 1.20 **"Use Category"** means the categories Non-Commercial Use, Database Use, Internal Tool Use and External Tool Use.
- 1.21 **"Use Class"** means a classification of Database Clients and Tool Clients into a specified user group, depending on various factors, as further defined in Section 5.2 and Annex 1, in order to determine the annual fee to be paid by the respective Client.

2. PURPOSE AND USE OF THE ECO PORTAL

The purpose of the ECO Portal is to aggregate, and to facilitate access to through one single interface, existing and published EPDs from various EPD program operators. Clients shall use the ECO Portal to easily identify and access EPDs for the purposes of building Life Cycle Assessment (LCA), Green Procurement, and the creation of new EPDs for separate products by using EPDs for supplied components. The goal of the ECO Portal is to provide a centralized access to EPDs without being involved in the collection of the underlying data and the creation of EPDs themselves.

3. ACCESS AND REGISTRATION

3.1 Access to the ECO Portal Website is open to all individuals and organisations. Access to and use of the ECO Portal API, giving access to the data of existing and published EPDs from various EPD program operators through one single interface, is granted only to registered and approved Clients with an API License.

3.2 In order to become a Client and to obtain an API License, irrespective of whether for a paid API License or for Non-Commercial Use, individuals and organisations shall submit at least the following information, which must be accurate and up-to-date, through a dedicated form on the ECO Portal:

- Full name (as stated in legal documents)
- Verified email address
- Postal address
- Telephone number
- Name of organisation
- Name of tool or database (if applicable)
- Self-declared Use Category (Non-Commercial Use, Database Use, External Tool Use, Internal Tool Use)
- Requested account setup, including the requested number of Client Accounts and whether an Organisation Account is required
- Description of data usage
- Description of data access by End-Users
- In cases of Database Use, External Tool Use and Internal Tool Use: All further information required for the assessment of the Use Class pursuant to Section 5.2 and Annex 1

3.3 ECO Platform reserves the right to verify the provided information through interviews and/or through audits pursuant to Section 9. The Client agrees to such verification upon registration.

3.4 Approval of registration, grant of an API License and classification into the applicable Use Category and Use Class are at the sole discretion of ECO Platform, who will not exercise this discretion on an unreasonable basis. The decision to refuse registration and the grant of an API License will not be open to appeal.

4. API LICENSE

4.1 An API License gives a Client the right to use the ECO Portal API for the duration of the API License Period subject to the conditions of the respective Use Category and Use Class and, where applicable, the additional conditions set out in ECO Platform's individual offer to the Client. An API License is always limited to the use of the ECO Portal API by one single Client and, in case of a Tool Use for one single tool, and in case of a Database Use for one single database. Unless

otherwise agreed with ECO Platform, Standard Clients and Start-Up Clients are limited to one Client Account. High-Performing Clients may receive an Organisation Account with multiple managed Client Accounts, with the permitted number and account configuration to be defined in the Client's offer.

- 4.2 In case of Non-Commercial Use, the API License is free of charge; in all other cases, the API License is subject to an annual fee pursuant to Section 5.
- 4.3 An API License is valid for one year (365 days) ("API License Period"). The API License Period starts, in case of newly registered Clients, on the day after the end of the Free Trial Period. For Non-Commercial Use Clients, the API License Period starts once the Non-Commercial Use has been approved by ECO Platform.
- 4.4 An API License is automatically renewed annually for a further API License Period unless (i) either the Client or ECO Platform terminates the contract by giving at least 60 days' notice before the end of the current API License Period, or (ii) the Client's terminates the contract pursuant to Sections 5.4.4 and 5.4.5. The renewed API License Period starts (a) on the day after the expiry of the previous API License Period, or (b) in case of Section 5.4.5, after expiry of the respective 30 days notice period, or (c) if ECO Platform has suspended the API License pursuant to Section 5.4.2 and if the Client has completed the required information, on the day the Client accepts ECO Platform's offer for a renewed API License.

5. FEES FOR THE USE OF THE ECO PORTAL API AND USE CLASSES

5.1 Annual fee

Unless in cases of Non-Commercial Use, an API License is subject to an annual fee. The amount of the annual fee in particular depends on:

- the Use Category;
- the Use Class of the respective Client (as further defined in Section 5.2 and in Annex 1);
- and on whether the Client is an ECO Platform member.

5.2 Use Classes

5.2.1 The Use Classes comprise the classes High-Performing Client, Standard Client and Start-Up Client.

5.2.1.1 For High-Performing Clients with an API License for Database Use, the annual fee is individually determined within a certain range according to ECO Platform's current price list on the basis of assessment factors as further defined in Annex 1. For High Performing Clients with an API License for Tool Use, Standard Clients and Start-Up Clients, a respective fixed annual fee applies according to ECO Platform's current price list.

5.2.1.2 Whether a Client is a High-Performing Client or a Standard Client depends on certain threshold criteria, as further defined in Annex 1, such as for example the total number of End-Users of the respective database or tool, the respective Client organisation's total annual revenue and/or its annual revenue from the relevant database, tool or data-driven service.

5.2.1.3 The Start-Up category applies only to selected organisations which are still in the start-up phase of their business, as further detailed in Annex 1. Start-Up Use is timely limited to one API License Period.

- 5.2.2 In order to determine the appropriate Use Class and the respective annual fee for each Client, ECO Platform classifies Clients pursuant to the threshold criteria and, in case of High-Performing Clients, further assessment factors as defined in Annex 1. In order to enable ECO Platform to classify Clients, the Client shall submit all information and documentation pursuant to Section 3.2 and as further detailed in Annex 1 and all additional information and documentation as reasonably requested by ECO Platform. Clients warrant that all information submitted to ECO Platform is accurate and up to date, i.e. based on the most recent available values at the date of submission. ECO Platform has the right to verify the information submitted by the Client through (i) requesting all suitable and appropriate supporting information and documentation and (ii) interviews and/or audits pursuant to Section 9.
- 5.2.3 A Use Class classification and the respective annual fee is valid for one 365 days API License Period.

5.3 New Clients and Free Trial Period

- 5.3.1 Newly registered Database Use and Tool Use Clients receive a one-time 14 days free trial of the ECO Portal API ("Free Trial Period") as follows. A Free Trial Period is not available for Non-Commercial Use Clients.
- 5.3.2 Once eligible Clients have registered and have provided all requested information and been approved pursuant to Section 3, ECO Platform will provide a free access to use the ECO Portal API, limited to one Client Account and to a period of 14 days and subject to the use complying with these Terms and Conditions. Except for provisions which by their nature apply only to paid API Licenses or renewals, all provisions of these Terms and Conditions shall apply during the Free Trial Period.
- 5.3.3 Each newly registered Database Use and Tool Use Clients is eligible for only one Free Trial Period, irrespective of the number of Client Accounts, email addresses or registrations used by or on behalf of that Client. ECO Platform may refuse or terminate a Free Trial Period if it reasonably determines that the Client has previously used a Free Trial Period or has attempted to obtain more than one.
- 5.3.4 During the Free Trial Period, ECO Platform shall make a binding offer for an API License available to the Client, based on the classification pursuant to Section 5.2. The Client must accept the offer before the end of the Free Trial Period to continue using the ECO Portal API without interruption. The agreement for the API License is concluded upon the Client's acceptance of the offer. Where the offer is accepted within that period, the API License Period shall begin on the day following the end of the Free Trial Period. ECO Platform shall issue the invoice after the end of the Free Trial Period. Any annual fee payable under the accepted offer shall be paid within 21 days of the invoice date
- 5.3.5 If no payment is made within the 21 days period, or if Client does not accept the Client offer within the Free Trial Period, API access will be terminated and Section 8.3 shall apply to all ECO EPDs or raw ECO EPD data obtained via the ECO Portal. Any derived results and completed outputs created in accordance with these Terms and Conditions during the Free Trial Period, including completed LCA calculations, reports, assessments, procurement documentation and other project deliverables, may continue to be used subject to (i) Sections 8.4 and 7.3 and (ii) with a clear reference to the date of the download of the respective data through the ECO Portal API.

5.4 API License renewal and re-classification

For Clients who already have an API License, ECO Platform will re-evaluate and determine the classification and the respective annual fee before the start of a new API License Period as follows:

- 5.4.1 At least 90 days before the end of the current API License Period, the Client shall submit all information for the Reference Period required for the re-evaluation of the classification pursuant to Section 5.2.2 and Annex 1. On the basis of the information provided by the Client, ECO Platform will classify the Client into the appropriate Use Class and determine the annual fee for the next API License Period.
- 5.4.2 If the Client does not provide any or not sufficient information required for the re-evaluation of the classification, ECO Platform may, at its discretion, either (i) based on its reasonable judgment classify the Client into the appropriate Use Class and determine the annual fee for the next API License Period on the basis of all available information, including all data available from the ongoing and any previous API License Periods, or (ii) suspend the API License until all complete and accurate information is submitted by the Client.
- 5.4.3 At least 60 days before the end of the current API License Period, ECO Platform will inform the Client of the Use Class and applicable annual fee for the next API License Period and provide the Client with the corresponding renewal offer.
- 5.4.4 If the Client disagrees with the classification and/or the applicable annual fee communicated by ECO Platform pursuant to Section 5.4.3, and if the Parties cannot reach an agreement, the Client may, notwithstanding the ordinary termination right under Section 4.4, terminate the contract by giving at least 30 days' notice before the end of the current API License Period.
- 5.4.5 If the renewal offer is provided less than 60 days before the end of the current API License Period, the Client may instead give notice of termination within 30 days after receipt of the renewal offer. Until the expiry of that 30-days period, the API License shall continue on its existing terms.
- 5.4.6 In the absence of a timely notice of termination pursuant to Sections 5.4.4 or 5.4.5, the API License shall be automatically renewed with the Use Class and annual fee communicated by ECO Platform.

5.5 Use Class modifications and price changes

If ECO Platform decides, for the use of the ECO Portal API, to modify the Use Classes and/or the respective threshold and assessment criteria pursuant to Section 5.2.1 and Annex 1, and/or its annual fees in its price list, the new Use Classes, criteria and/or fees shall take effect for all new agreements and for all renewals of existing agreements, provided that in the case of existing agreements, the new Use Classes, criteria and/or fees have been communicated at least 120 days before the end of the current API License Period. For the avoidance of doubt, the notification under this Section 5.5 concerns general modifications to the Use Classes, criteria or price list. The Client's individual classification, applicable annual fee and renewal offer shall be communicated in accordance with Section 5.4.3.

5.6 Invoicing and payment

Fees have to be paid by the Client, via credit card or bank wire transfer, within 21 days after invoice date. Failure to timely pay applicable fees will result in an immediate suspension of the API access. If no payment is made within a period of additional 10 days, ECO Platform may terminate the API access.

6. **NON-COMMERCIAL USE**

- 6.1 In individual cases of a genuine non-commercial purpose, such as academic research or for a non-profit purpose, and upon request, ECO Platform may grant the right to use the ECO Portal API free of charge ("Non-Commercial Use").

6.2 Non-Commercial Use is only available to public authorities, non-profit organisations, universities or equivalent academic institutions, non-profit research organisations, students and academic researchers. It requires prior approval by ECO Platform through an application process and is only granted for a limited time and purpose and with defined access limits. Non-Commercial Use does not entitle to technical or operational support from ECO Platform.

6.3 Any approval of Non-Commercial Use by ECO Platform is subject to the following:

- Submission of a comprehensive, accurate, and transparent description including, but not limited to, the intended use case, the organisational and economic context, and a substantiated rationale explaining why the use should be permitted free of charge;
- submission of all required information and documentation and, if necessary, verification pursuant to Sections 3 and 9;
- regular re-application and re-approval at defined intervals or upon request;
- mandatory disclosure of any changes to the use case, submitted proactively and without delay.

6.4 The requirements and details of the approval process are further defined in Annex 2.

6.5 Notwithstanding Sections 6.1 to 6.3 and the eligibility criteria in Annex 2, established ECO EPD Programme Operators that contribute EPD data to the ECO Portal are entitled, upon registration and verification by ECO Platform, to an API License free of charge for internal use in support of their programme operations. For the purposes of this entitlement, such use shall qualify as Non-Commercial Use even where the programme operator charges fees for its regular services, provided that neither access to the ECO Portal API nor a tool, database or data-access service based on ECO Portal data is commercially offered to customers or other third parties. Customers may receive results and reports produced through the permitted internal use, subject to the applicable restrictions in these Terms and Conditions, but may not receive API access or reusable machine-readable ECO EPD datasets under this entitlement. The entitlement continues for as long as the programme operator contributes EPD data to the ECO Portal and complies with these conditions.

7. PERMITTED AND NON-PERMITTED USE OF THE ECO PORTAL AND OF EPDs

7.1 The use of the ECO Portal is intended for the following purposes (non-exhaustive list):

- Building Life Cycle Assessments (LCA).
- Facilitating and enhancing of Green Procurement (including by filtering and using individual data and values of EPDs).
- Where permitted under the applicable standards, PCRs and Programme Operator rules, creating and developing new EPDs for other products by integrating ECO EPDs for supplied components, thereby enabling accurate cascading declarations. (For clarity, ECO Platform does not verify or validate the methodological admissibility of the resulting EPD.)
- Derivation of representative market data, including but not limited to average values and worst-case scenario metrics, to gain information about market segments and for benchmarking purposes.

7.2 Clients are prohibited from using or redistributing ECO EPDs outside the terms of their API License. ECO EPDs retrieved through the ECO Portal API shall not be used as follows:

- Reverse-engineer ECO EPDs to infer specific information used in the ECO EPDs development, including, but not limited to, background database content, individual datasets or production parameters;
- Creating and developing new EPDs by misappropriating an existing EPD for another product (e.g. recalculating or adopting a competitor's EPD);
- Claim ownership of ECO EPDs that are owned by third-parties;
- Redistribute or make available for download ECO EPDs in case of Non-Commercial Use.

7.3 When using an ECO EPD, origin and source of the ECO EPDs must be clearly communicated, referencing the ECO Portal and using the "ECO EPD" designation.

7.4 Any use of the ECO Portal and ECO EPDs which goes beyond these Terms and Conditions, in particular the aforementioned permitted use, the respective Use Category and Use Class as defined in these Terms and Conditions and in Annexes 1 and 2, and/or the use and any additional conditions specified in ECO Platform's individual offer to the Client, needs prior explicit written approval from ECO Platform. In case of any uncertainty whether a certain use is compliant with these Terms and Conditions, the respective Use Category and Use Class and/or and any additional conditions specified in ECO Platform's individual offer to the Client, Client shall consult with ECO Platform prior to such use, and ECO Platform will determine with reasonable discretion whether the use in question is permitted or not.

8. TERM AND TERMINATION

8.1 The contract between ECO Platform and Client ends if the API License Period is terminated.

8.2 ECO Platform may terminate the contract with Client, either in full or in part, with immediate effect if the Client breaches any material term of these Terms and Conditions, provided that the breach is irremediable or, if such breach is remediable, the Client fails to remedy the breach within 14 days after being notified to do so. In particular, without limitation, Sections 4, 5, 6, 7, 10 and 11 shall constitute material terms of these Terms and Conditions.

8.3 Upon termination of the API License, the Client shall immediately cease all further access to and use of the ECO Portal and shall cease using ECO EPDs obtained via the ECO Portal for any new project, service, calculation, analysis or other new purpose. The Client shall delete any (i) raw ECO EPD data obtained via the ECO Portal, (ii) complete or partial copies of the ECO Portal dataset, and (iii) cached or locally stored ECO Portal data retained for the purpose of ongoing access, processing or reuse.

8.4 Notwithstanding the foregoing, the Client may retain:

- derived results and completed outputs created in accordance with these Terms and Conditions during an API License Period, including completed LCA calculations, reports, assessments, procurement documentation and other project deliverables;
- records and copies required to be retained under applicable law and regulatory requirements; and
- copies contained in routine backup or archival systems, provided that such copies are not actively accessed or used and are deleted in accordance with the Client's ordinary backup retention procedures.

Any data retained pursuant to this Section 8.4 may not be used to create new products, services, analyses, calculations or deliverables after expiry or termination of the API Licence, unless the Client has obtained consent or a licence from ECO Platform.

9. AUDITS, ENFORCEMENT AND SANCTIONS

- 9.1 ECO Platform reserves the right to verify (i) that the information provided for the Use Class classification pursuant to Section 5.2.2 and Annex 1 is complete and accurate and (ii) that the Client complies with these Terms and Conditions, in particular (without limitation) Sections 4 and 5, the boundaries of the respective Use Category and of the respective Use Class as defined in Annex 1, and the restrictions defined in Section 7, through interviews or audits. Through registration, the Client agrees to such verification.
- 9.2 If ECO Platform has reason to believe (i) that the information provided for the Use Class classification pursuant to Section 5.2.2 and Annex 1 is incomplete or inaccurate, or (ii) that the Client does not comply with these Terms and Conditions, in particular (without limitation) Sections 4 and 5, the boundaries of the respective Use Category and of the respective Use Class as defined in Annex 1, and the restrictions defined in Section 7, it may request Client to comment on such suspicion. If Client does not react to such request within a reasonable timeline as defined by ECO Platform in its request, or does not provide an answer which, in ECO Platform's reasonable discretion, is satisfactory, ECO Platform may suspend the right to use the ECO Portal and any ECO EPDs obtained via the ECO Portal or terminate the contract pursuant to Section 8.2.
- 9.3 ECO Platform may conduct audits pursuant to Section 9.1 once per calendar year and additionally every time ECO Platform has reason to believe (i) that the information provided for the Use Class classification pursuant to Section 5.2.2 and Annex 1 is incomplete or inaccurate, or (ii) that the Client does not comply with these Terms and Conditions, in particular (without limitation) Sections 4 and 5, the boundaries of the respective Use Category and of the respective Use Class as defined in Annex 1, and the restrictions defined in Section 7. Such audits shall only take place during normal business hours and following a written notice (including by email) from ECO Platform that it is requesting an audit not less than 10 business days prior to the date such audit is planned. The Client will give ECO Platform access to all documents and data which ECO Platform reasonably needs in order to be able to fully conduct the verification pursuant to Section 9.1.
- 9.4 ECO Platform shall keep confidential all information and data of the Client and of the Client's customers, End-Users or business partners to which ECO Platform gains access to in connection with any interview, comment request or audit under this Section 9 pursuant to Section 12.3.
- 9.5 In the event of a breach of these Terms and Conditions:
- I. Access to the ECO Portal API, and the right to use the ECO Portal and any ECO EPDs obtained via the ECO Portal may be immediately suspended by ECO Platform until the breach is remedied;
 - II. the contract with a Client may be terminated pursuant to Section 8.2;
 - III. ECO Platform reserves all further legal remedies and claims it may have, including the right to bring legal action and to claim damages.

10. USER OBLIGATIONS

- 10.1 Clients are responsible for maintaining accurate and up-to-date registration information. Any changes must be communicated to ECO Platform without undue delay.
- 10.2 Clients must ensure that their End-Users, employees and (sub-)contractors adhere to these Terms and Conditions.

- 10.3 Credentials assigned to an individual Client Account, including login credentials and individual API credentials, must not be shared with any other person. A Client Account may only be reassigned to another authorised person within the same Client organisation upon request and subject to ECO Platform's account management procedures. API credentials assigned to an Organisation Account may be used within the Client's organisation in accordance with the scope of the applicable API License. The Client remains responsible for the security and compliant use of all credentials assigned to it.

11. INTELLECTUAL PROPERTY

All Environmental Product Declarations (EPDs) published through the ECO Portal remain the intellectual property of the respective EPD owner, i.e. the respective program operators or the product manufacturers who commissioned them. ECO Platform does not claim ownership of individual EPDs but acts solely as a hosting and distribution intermediary. The rights holders retain full ownership, control, and responsibility for the accuracy, completeness, and ongoing validity of the EPD content.

12. DATA PROTECTION AND CONFIDENTIALITY

- 12.1 ECO Platform processes personal data in compliance with Regulation (EU) 2016/679 (GDPR) and relevant Belgian data protection legislation, insofar as they are applicable.
- 12.2 Cookies may be used as part of the user experience and to store a unique user identifier. More information is available in the Cookie Policy.
- 12.3 ECO Platform shall keep strictly confidential and adequately protect all sensitive information and data of the Client and of the Client's customers, End-Users or business partners to which ECO Platform obtains access to (i) through the registration process and self-reporting by the Client pursuant to Sections 3 and 5, or (ii) in the course of any interview, comment request or audit pursuant to Section 9 ("Confidential Client Information"). ECO Platform shall use Confidential Client Information solely for the purpose of classification pursuant to Section 5.2 and of verification pursuant to Section 9.1, and restrict access to Confidential Client Information to those employees, professional advisers and subcontractors who have a strict need to know such information for such purpose and who are bound by confidentiality obligations no less protective than those set out herein. ECO Platform shall not disclose any Confidential Client Information to any third party except as required by applicable law or by a binding order of a competent court or authority, and in such case, to the extent legally permitted, shall give the Client prior written notice thereof. Upon expiry or termination of the Client's API License, ECO Platform shall without undue delay return or securely delete the Confidential Client Information, unless and to the extent (i) continued retention is required by applicable law or a binding order of a competent court or authority, or for the establishment, exercise or defense of legal claims, or (ii) copies of the Confidential Client Information are contained in routine backup or archival systems, provided that such copies are not actively accessed or used and are deleted in accordance with the Client's ordinary backup retention procedures

13. DISCLAIMERS AND LIABILITY

- 13.1 Subject to an ECO Portal Service Level Agreement (SLA) concluded with High Performing Clients, ECO Platform does not warrant or guarantee continuous availability of ECO Portal and shall not be held liable in the event of an interruption.
- 13.2 ECO Platform assumes no responsibility for the accuracy or completeness of data provided by third parties or hosted on its servers.

- 13.3 ECO Platform disclaims all liability for any direct, indirect, or consequential damages resulting from the misuse of data.
- 13.4 ECO Platform disclaims all liability for any changes or modifications to ECO EPDs.
- 13.5 ECO Platform shall not be held liable for any loss, damage, or disruption caused by cyberattacks, hacking, unauthorized access, or any other malicious or criminal act affecting the availability, integrity, or confidentiality of data or services.
- 13.6 The role of the ECO Platform is strictly limited to facilitating access to existing and published data via ECO Portal. ECO Platform shall in no event be held liable, whether directly or indirectly, for any matters arising from the content, use, or application of data accessible through ECO Portal. All liability for the use and interpretation of ECO EPDs rests solely with the Client. ECO Platform shall under no circumstances be held liable for, nor become involved in, any dispute, claim, or conflict arising between the EPD owner and the Client or any End-User of ECO EPDs. The EPD owner retains sole liability for the content and accuracy of their EPD, while the Client assumes full liability for their use and interpretation of ECO EPDs. ECO Platform expressly disclaims any involvement or liability in such matters.
- 13.7 Clients of ECO EPDs shall defend, indemnify and hold harmless ECO Platform and its affiliates and their respective officers, directors, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, losses, damages, fines, settlements, attorney's fees, costs or expenses arising out of (i) a misuse of the ECO Portal, (ii) the breach of these Terms and Conditions, or (iii) any claims brought by an EPD owner or any other third party against ECO Platform in connection with the use of the ECO Portal, of an ECO EPD or of any other data obtained from the ECO Portal, which is in breach of these Terms and Conditions, violates the rights of the EPD owner or any other third party or is otherwise unlawful by the respective Client.
- 13.8 Where an ECO Portal Service Level Agreement (SLA) has been concluded with High Performing Clients, this Section 13 is subject to the express commitments, remedies and liability provisions of that SLA. In the event of a conflict between this Section 13 and the SLA, the SLA shall prevail in respect of the Services covered by it, including the Service Credits, warranty and liability provisions of the SLA.

14. MISCELLANEOUS

- 14.1 If ECO Platform decides to change these Terms and Conditions, they shall take effect for all new agreements or renewals of existing agreements, provided that the new Terms and Conditions have been communicated at least 120 days before the start of the next API License Period. For the avoidance of doubt, the individual renewal procedure and the related deadlines are governed by Section 5.4.
- 14.2 The party affected by a Force Majeure Event shall promptly notify the other party. Neither party shall be in breach of this agreement nor liable for any delay in performing, or any failure to perform, any of its obligations under the agreement if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for more than 90 days, the party not affected by the Force Majeure Event may terminate the Agreement by giving 30 days' written notice to the affected party. Force majeure Event means any external event, circumstance or cause beyond a party's reasonable control and not within the reasonable contemplation of either party, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological

contamination, or sonic boom; any law or any action taken by a government or public authority, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service

- 14.3 These Terms are governed by Belgian law, without reference to any conflict of law rules. The courts of Brussels shall have exclusive jurisdiction over any disputes.
- 14.4 If any provision or any part of any provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part shall be deemed deleted. Any modification to or deletion of a provision or part under this clause shall not affect the validity and enforceability of the rest of the Terms.

ANNEX 1: USE CLASSES, SELF-REPORTING AND CLASSIFICATION CRITERIA FOR THE DETERMINATION OF THE ANNUAL FEE FOR THE USE OF THE ECO PORTAL API

General

The classification into High-Performing Clients, Standard Clients and Start-Up Clients applies separately to Clients with an API License (i) for Database Use and (ii) for Tool Use.

Client category	Class 1	Class 2	Class 3
Database Client	High Performing Database Client	Standard Database Client	Start-Up Database Client
Tool Client	High Performing Tool Client	Standard Tool Client	Start-Up Tool Client

2. Self-Reporting

The classification is based on self-reporting by the Client, supported by contractual reporting obligations, audit rights and annual re-assessment. Each existing Client with an API License shall submit the following information for the applicable Reference Period at least 90 days before the renewal of the API Licence Period:

- Use Category: database or tool;
- Use Class: High Performing, Standard or Start-Up;
- total number of End-Users;
- total number of Paying End-Users;
- annual revenue of the organisation based on the organisation's tax report for the last fiscal year;
- annual revenue from the relevant database, tool or data-driven service;
- description of the role of ECO Portal data in the service;
- expected data access needs;
- requested support level.

For the purpose of reporting and determining the number of End-Users:

- All End-Users who have had access to the relevant database, tool or service at any time during the Reference Period have to be included;
- where actual usage data is technically available, the number of distinct active End-Users shall be reported;
- where actual usage data is not technically available, the number of registered accounts or licensed seats with access to the relevant database, tool or service shall be used;
- where neither figure can reasonably be determined, the Client shall provide a reasonable and substantiated estimate based on the best information available.

All information submitted by the Client shall be the up to date at the date of submission.

3. Classification and Annual Re-Classification

ECO Platform will review the submitted information and determine the applicable class and fee.

The classification is based on a combination of:

1. Hard threshold criteria; and

2. additional assessment factors for High-Performing Clients.

The hard threshold criteria determine whether a Client qualifies as a Standard Client or should be classified as a High-Performing Client. The additional assessment factors are not thresholds, but are used only to assess the appropriate position within the High Performing fee range, especially for High Performing Database Clients.

If the threshold for the Standard Client class is exceeded for any hard criterion, the Client will be placed in the High-Performing Client class. Changes will be reviewed annually and used to determine the fee for the following year.

Notwithstanding the foregoing, a Client that meets the criteria for classification as a Standard Client may elect to be classified as a High-Performing Client. In such case, the applicable High-Performing fee, service level and account conditions shall apply for the entire API License Period.

3.1 Hard Threshold Criteria

Only the following indicators are used as hard thresholds:

1. Number of total End-Users of the database or tool;
2. number of Paying End-Users of the database or tool;
3. annual revenue of the organisation (based on the organisation's tax report for the last fiscal year);
4. annual revenue from the relevant database, tool or data-driven service.

3.2 Standard Database Client Thresholds

A Database Client should qualify as a Standard Database Client only if all of the following conditions are met:

Indicator	Standard Database Client threshold
Total End-Users of the database	up to 100 End-Users
Paying End-Users of the database	up to 25 Paying End-Users
Annual revenue of the organisation	up to EUR 1 million
Annual revenue from the relevant database or data-driven service	up to EUR 250,000

If any of these thresholds is exceeded, the Client should generally be classified as a High Performing Database Client.

3.3 Standard Tool Client Thresholds

A Tool Client should qualify as a Standard Tool Client only if all of the following conditions are met:

Indicator	Standard Tool Client threshold
Total End-Users of the tool	up to 250 End-Users
Paying End-Users of the tool	up to 50 Paying End-Users
Annual revenue of the organisation	up to EUR 2 million
Annual revenue from the relevant tool or data-driven service	up to EUR 500,000

If any of these thresholds is exceeded, the Client should generally be classified as a High Performing Tool Client.

3.4 Additional assessment Factors for High-Performing Clients

When setting the individual fee for High-Performance Clients within the High Performing fee range, ECO Platform may consider additional assessment factors, such as for example (non-exhaustive):

- ECO Platform membership;
- number of End-Users and Paying End-Users;
- whether the Client earns significant revenue from a service that relies on ECO Portal data;
- the share of the relevant service value created by the Client's own functionality compared with the value created by ECO Portal data;
- expected data intensity, frequency of data updates, size of download volumes;
- need for structured machine-readable data;
- need for frequent data updates;
- extent of caching.

3.5 Definition and Limitation of Start-Up Status

The Start-Up Use Class is strictly defined and time-limited. It applies only to organisations that are genuinely in the start-up phase and are still building their service without stable revenues.

Organisations with stable recurring revenues, established products, a significant number of Paying End-Users or a mature commercial service will not qualify as Start-Up Clients.

A Client should qualify as a Start-Up Client only if all or almost all of the following conditions are met:

Criterion	Requirement
Stage of company	Early-stage, pilot phase or initial market testing
Stable revenue	No stable recurring revenue from the relevant service
Annual revenue from relevant service	Below EUR 50,000
Paying End-Users	Fewer than 5 Paying End-Users
Total End-Users	Fewer than 25 End-Users
Commercial maturity	No established commercial roll-out
Market position	No established commercial market position
Use of ECO Portal data	Testing, development or early deployment only
Duration of Start-Up status	Maximum 12 months

Start-Up status should be granted for a maximum of one API License Period. After that period, the Client must be reclassified as either a Standard Client or a High-Performing Client.

4. Service Features and Service Levels

The service features and usage limits applicable to each Use Class are set out in ECO Platform's individual offer to the Client.

For High-Performing Clients only, ECO Platform and Client will enter into a separate Service Level Agreement (SLA) which will be incorporated into ECO Platform's individual offer. It sets out the applicable support and response targets, availability commitments and measurement rules, and the conditions for service credits.

ANNEX 2: NON-COMMERCIAL USE

- The specific entitlement of established ECO EPD Programme Operators contributing EPD data to the ECO Portal is governed by Section 6.5 and takes precedence over any conflicting eligibility or discretionary approval provisions in this Annex.
- Free API access for Non-Commercial Use is not an automatic entitlement and must be approved by ECO Platform. The decision remains with ECO Platform Head Office. Approval does not create a precedent or entitlement for future free access.
- Each approval for Non-Commercial Use shall specify the approved purpose, duration, access limits, permitted number of Client Accounts and End-Users and, where applicable, the date by which the Client must reapply.
- ECO Platform reserves the right to decline, suspend, or revoke Non-Commercial Use status at its sole discretion if any of the requirements stated in the Terms and Conditions, including this Annex 2, are not met or if the use is deemed to conflict with the Terms and Conditions.
- Profit-based organisations and companies, including manufacturers and consultants, are excluded from Non-Commercial Use. Profit-based organisations and companies should generally register for a paid API License.
- Public authorities, non-profit organisations, universities or equivalent academic institutions, non-profit research organisations, students and academic researchers may apply for free Non-Commercial Use in justified cases of genuine non-commercial research or education.
- Free viewer access to the ECO Portal Website remains unchanged and is outside the API fee structure.
- Non-Commercial Use does not permit the operation of a publicly accessible or third-party-accessible tool, platform or database.
- Non-Commercial Use may be justified where the following criteria are met:
 - The request is made for a clearly defined student thesis, academic research project or educational purpose;
 - the work is not intended for commercialisation and is not part of a paid consultancy or product-development service;
 - the work is not funded by a profit-seeking company, and no project budget is available or eligible to cover data-access costs;
 - the requested API use is limited in duration, scope, access frequency and number of Client Accounts and End-Users;
 - the data will not be redistributed, sublicensed, incorporated into a commercial tool or used to provide services to third parties;
 - the applicant agrees to acknowledge ECO Portal as the data source where appropriate;
 - the applicant accepts applicable confidentiality, data-use, deletion and reporting obligations.