

Utilitarian

Platform Terms of Service

Version 2.0

Last updated: 25 February 2026

Effective for all accounts created or continued on or after this date.

How these Terms work

By creating an account on the Utilitarian platform, or by continuing to use the platform after we notify you of an update to these Terms, you confirm that you are authorised to act on behalf of your organisation and that your organisation agrees to these Platform Terms of Service (“Terms”).

These Terms are a binding agreement between your organisation (“you”, “your”, “Client”) and the applicable Utilitarian entity identified in Section 1 below (“Utilitarian”, “we”, “us”).

These Terms incorporate by reference:

- the Data Processing Agreement at <https://www.utilitarian.world/legal/dpa> (“DPA”); and
- any Service Order or Pilot Order agreed between you and Utilitarian.

If there is a conflict between these Terms and the DPA on data protection matters, the DPA prevails. If there is a conflict between these Terms and a Service Order, the Service Order prevails for the subject matter it covers.

1. Who we are

Depending on your location:

- If your organisation is established in the European Economic Area, the United Kingdom, or Switzerland, these Terms are with Utilitarian B.V., registered in the Netherlands, Chamber of Commerce number 97343927, registered office at Schiedamse Vest 154, 3011 BH Rotterdam.
- If your organisation is established in Australia or New Zealand, these Terms are with Utilitarian Pty Ltd, ABN 89 655 178 402, registered office at [address].
- For all other jurisdictions, these Terms are with Utilitarian B.V. unless otherwise specified in a Service Order.

2. The Platform

2.1 What the Platform does

The Utilitarian platform is a product lifecycle and take-back technology platform. It provides tools for product recognition, upload handling and screening, customer engagement, reporting, and programme management for take-back, recycling, and brand activation programmes.

2.2 Service tiers

The Platform is available in the following tiers. Your tier is determined by your Service Order, Pilot Order, or — for the Generic tier — by account creation.

Tier 1 — Generic Programme. Utilitarian-branded take-back flow. Available at no cost to the Client where the programme is operated in connection with a recycling or programme partner. Limited feature set; no API integration; no custom branding.

Tier 2 — Branded Programme. Client-branded take-back flow. Advanced segmentation, conversion tracking, automated email sequences. API/CRM integration available (commercial stage only, not during pilot). Requires a Service Order or graduation from pilot.

Tier 3 — Brand Access. Everything in Tier 2, plus retail media tools and brand access dashboards. Requires a Service Order and an active Tier 2 subscription.

Feature availability, tier inclusions, and pricing are as set out in the applicable Service Order or as published on the Utilitarian website.

2.3 Pilot and evaluation use

If you are using the Platform under a Pilot Order or for evaluation purposes, the following applies in addition to these Terms:

- (a) The Platform is provided for evaluation of its suitability for your intended use. It is not intended for full commercial deployment unless you enter into a Service Order.
- (b) Your Pilot Order will specify the duration, scope (number of stores/locations), and fee (if any). Unless otherwise stated, pilots are for a fixed term of 6 months.
- (c) Graduation clause. Every Pilot Order will include the commercial rates that will apply if you continue to a commercial Service Order at the end of the pilot. These rates are confirmed at pilot commencement and are not subject to renegotiation at conversion, unless both parties agree otherwise in writing.
- (d) API/CRM integration is not available during pilot. This feature is unlocked at commercial stage.
- (e) If you do not enter into a Service Order within 30 days of pilot completion, your account will be transitioned to the Generic tier or deactivated, at Utilitarian's discretion and with reasonable notice.

2.4 Partner programmes

You may access the Platform in connection with a programme operated by a recycling or programme partner (such as a recycler, logistics provider, or brand activation partner) ("Programme Partner"). Where this applies:

- (a) Your commercial and operational relationship for the programme services (collection, recycling, logistics) is with your Programme Partner under a separate agreement. Nothing in these Terms creates a payment obligation from you to Utilitarian for services covered by that arrangement, unless specified in a Service Order.
- (b) Your Programme Partner may have limited access to the Platform for programme operations and support, subject to the data access restrictions described in these Terms and the DPA.

(c) Your Programme Partner does not have access to customer personal data (such as email addresses) or quarantined content. Utilitarian enforces these restrictions through technical access controls.

(d) Your relationship with the Platform is directly with Utilitarian regardless of which Programme Partner introduced you. You may use the Platform with multiple Programme Partners, and your platform account is not dependent on any single partner relationship.

2.5 Changes to the Platform

We may update or modify the Platform to improve performance, security, or functionality. We will not materially reduce core functionality available to your tier without reasonable notice and, where feasible, a mitigation plan.

3. Your Account

3.1 Account creation and administration

You will designate one or more users as administrators (“Admins”). Admins may add or remove users and assign roles within your account.

3.2 Your responsibilities

You are responsible for:

- ensuring your users comply with these Terms;
- maintaining accurate programme, store, and product inputs where applicable;
- ensuring end-customers are instructed not to upload prohibited content (see Section 5);
- maintaining appropriate internal access management for your users; and
- safeguarding account credentials and promptly notifying us of any suspected unauthorised access.

3.3 Acceptable use

You must not (and must not permit others to):

- use the Platform for any unlawful purpose;
- upload or transmit content that infringes third-party rights;
- attempt to reverse-engineer, decompile, or extract source code from the Platform;
- interfere with the security, integrity, or performance of the Platform;
- use automated tools to scrape, bulk-extract, or copy data from the Platform except through published APIs; or
- use the Platform to process special category data (as defined in GDPR Article 9) except where this occurs incidentally through customer uploads and is handled through our screening and quarantine workflow.

4. Data — Ownership, Access, and Use

4.1 Your data

As between you and Utilitarian, you own all data you provide to the Platform and all data generated through your use of the Platform for your programmes (“Client Data”), including customer data, store and product data, and programme reporting outputs. Client Data does not include Utilitarian System Data.

You grant Utilitarian a limited, non-exclusive right to process Client Data solely to provide the Platform and related services, and as otherwise permitted in these Terms and the DPA.

4.2 Customer personal data

Where the Platform collects personal data from your end-customers (such as email addresses, photos, device information, or location signals), you are the data controller and Utilitarian is the data processor. This relationship is governed by the DPA.

4.3 Programme Partner data access

Where you use the Platform in connection with a Programme Partner:

- (a) Product and operational data (product types, materials, volumes, recycling/collection metrics, batch data) may be shared with your Programme Partner through the Platform to the extent necessary for programme operations, as configured in your account settings.
- (b) Customer personal data (email addresses and other direct identifiers) is not accessible to Programme Partners. Utilitarian enforces this through technical access controls.
- (c) Approved images (customer uploads that have passed screening) may be visible to Programme Partners in view-only mode within the Platform interface, with no download or export capability, and only to the extent required for programme operations.
- (d) Quarantined images (uploads flagged by screening) are not accessible to Programme Partners under any circumstances.
- (e) Access by Programme Partner users is audit-logged.

4.4 Aggregated and de-identified insights

Utilitarian may generate and use aggregated, de-identified statistical insights derived from Platform usage for analytics, benchmarking, and service improvement, provided such insights do not identify you, your users, or your customers, and Utilitarian does not attempt re-identification. We will not publish client-identifiable benchmarking without your written consent.

4.5 Utilitarian System Data

Utilitarian generates and retains data from the operation of the Platform, including system logs, security logs, performance metrics, and aggregated insights (“Utilitarian System Data”). This data is owned by Utilitarian and may be used for Platform operation, security, compliance, and improvement.

5. Image Screening and Quarantine

5.1 Screening

All customer uploads are automatically screened for product/brand recognition and for prohibited content (including the presence of people, faces, identity documents, or other personal/sensitive content).

5.2 Classification

- Uploads classified as “shoe-only likely” (or equivalent product-only) become Approved Images and are released to the operational queue.
- Uploads flagged as potentially containing prohibited or personal content become Quarantined Images and are held for Utilitarian review.

5.3 Quarantine review

Utilitarian reviews Quarantined Images and decides to: (a) approve and release; (b) reject and delete (prompting re-upload where applicable); or (c) escalate for security/privacy review.

5.4 Your access to quarantined images

You may request access to specific Quarantined Images for legitimate purposes (such as compliance inquiry, complaint investigation, data subject rights support, or dispute over rejection). Access is granted only:

- upon request from your nominated privacy or admin contact;
- after Utilitarian verifies the purpose;
- for a limited period (typically 24–72 hours);
- in view-only mode with no export; and
- with full audit logging.

5.5 Programme Partner access

Programme Partners have no access to Quarantined Images. Programme Partner access to Approved Images is view-only, with no download, export, or scraping capability.

6. Support

6.1 Support model

Where you use the Platform in connection with a Programme Partner, your Programme Partner may act as the primary support intake (L1) for operational queries. Utilitarian provides L2/L3 escalation support and is responsible for Platform issues.

Where you use the Platform directly (without a Programme Partner), Utilitarian provides all support tiers.

6.2 Service levels

Utilitarian will use commercially reasonable efforts to maintain Platform availability of 99.5% per month, excluding planned maintenance and circumstances beyond Utilitarian’s reasonable control.

Incident severity and response targets:

Severity	Description	Initial Response	Restore / Mitigation
P1 — Critical	Platform unavailable for most users; critical security incident; core functionality failure	Within 2 hours (24/7)	Within 4 hours
P2 — High	Material degradation affecting key functions; limited workaround	Within 4 hours (business hours)	Within 8 hours (business hours)
P3 — Medium/Low	Minor defects; non-critical issues; workaround available	Within 1 business day	Within 3 business days or next planned release

Business hours: Monday–Friday, 09:00–17:00 CET/CEST.

6.3 Planned maintenance

Utilitarian will use reasonable efforts to provide advance notice of planned maintenance that may impact availability.

7. Fees and Payment

7.1 Fees

Fees are as set out in your Service Order or Pilot Order. Where you use the Platform at the Generic tier in connection with a Programme Partner, no fees are payable by you to Utilitarian.

7.2 Payment terms

Unless otherwise stated in your Service Order:

- Pilot packages are invoiced upfront in full at agreement.
- Commercial subscriptions are invoiced monthly in advance.
- Payment is due within 30 days of invoice.

7.3 Annual escalators

All commercial subscriptions (Tier 2 and Tier 3) include an annual price adjustment of 3–5% as specified in the Service Order, effective at each annual renewal.

7.4 Taxes

All fees are exclusive of VAT and other applicable taxes, which are charged in addition where required by law.

7.5 Suspension for non-payment

If fees are overdue by more than 30 days and remain unpaid after written notice, Utilitarian may suspend access to paid features until payment is received. Suspension does not relieve you of payment obligations.

8. Term and Termination

8.1 Term

These Terms are effective from account creation and continue for as long as you have an active account, subject to any Service Order or Pilot Order terms.

Service Orders and Pilot Orders specify their own term and renewal provisions. Where a Service Order does not specify, the initial term is 12 months, renewing for successive 12-month periods unless either party gives at least 60 days' written notice of non-renewal.

8.2 Minimum terms

- Tier 2 (Branded): 6-month minimum.
- Tier 3 (Brand Access): 12-month minimum.
- Pilots: as stated in the Pilot Order (typically 6 months fixed).
- Event activations: single engagement, no minimum term.

8.3 Termination for cause

Either party may terminate with immediate effect by written notice if the other party:

- (a) commits a material breach and fails to cure within 30 days of written notice;
- (b) becomes insolvent or enters liquidation, administration, or equivalent proceedings; or
- (c) suffers a serious security breach that materially impacts the other party and fails to take prompt remediation steps.

8.4 Effect of termination

On termination:

- (a) Your access to the Platform will cease, subject to a reasonable wind-down period where applicable.
- (b) Utilitarian will return or delete Client Data in accordance with the DPA.
- (c) Provisions intended to survive will survive (including confidentiality, intellectual property, liability, data protection, and any accrued obligations).

8.5 Pilot non-conversion

If a pilot does not convert to a commercial Service Order within 30 days of pilot completion, your account may be transitioned to the Generic tier or deactivated with reasonable notice. Client Data will be handled in accordance with the DPA.

9. Confidentiality

9.1 Obligations

Each party will keep confidential and not disclose the other party's confidential information, except as permitted by these Terms. "Confidential Information" includes non-public information

about the Platform, security measures, programme configurations, reports, Client Data, pricing, and business terms.

9.2 Permitted disclosures

Each party may disclose confidential information: (a) to its professional advisors under confidentiality; (b) as required by law or binding regulatory request; and (c) to Programme Partners only to the extent described in Section 4.3 and the DPA.

9.3 Duration

Confidentiality obligations survive for 5 years after termination, and indefinitely for trade secrets.

10. Intellectual Property

10.1 Platform IP

Utilitarian retains all intellectual property rights in the Platform, its software, AI models, methods, tools, and documentation. Nothing in these Terms transfers any IP rights to you, except the limited licence to use the Platform as described.

10.2 Licence

Utilitarian grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform during the term, subject to these Terms and your applicable Service Order or Pilot Order.

10.3 Your content

You retain all rights in content you upload or provide to the Platform. You grant Utilitarian the rights necessary to host, process, display, and transmit that content as required to provide the Platform services.

11. Warranties and Disclaimers

11.1 Authority

Each party warrants that it has the authority to enter into these Terms.

11.2 Platform warranty

Utilitarian warrants that the Platform will perform materially in accordance with its published documentation during the term.

11.3 Disclaimer

Except as expressly stated in these Terms, the Platform is provided “as is” and Utilitarian disclaims all implied warranties to the maximum extent permitted by law, including warranties of merchantability, fitness for a particular purpose, and non-infringement. This does not limit rights that cannot legally be excluded.

12. Liability

12.1 Exclusion of indirect loss

To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, including loss of profit, revenue, business, or goodwill.

12.2 Liability cap

Utilitarian's total aggregate liability arising out of or in connection with these Terms (whether in contract, tort, or otherwise) will not exceed:

- (a) for paid accounts: the total fees paid or payable by you in the 12 months preceding the event giving rise to liability;
- (b) for free/Generic accounts: EUR 1,000;
- (c) for pilot accounts: EUR 5,000 or the pilot fee paid, whichever is greater.

Where services are paid for by a Programme Partner on your behalf, the cap is the amount paid or payable by that Programme Partner to Utilitarian for the benefit of your account in the relevant 12-month period, with a floor of EUR 1,000.

12.3 Carve-outs

The liability cap does not apply to liability arising from: (a) fraud or fraudulent misrepresentation; (b) wilful misconduct or gross negligence; (c) breach of confidentiality; (d) infringement of intellectual property rights by Utilitarian; (e) Utilitarian's breach of the image screening and quarantine access restrictions in Section 5, to the extent directly caused by Utilitarian's failure to implement and maintain the described access controls; or (f) liability that cannot be limited under applicable law.

12.4 DPA alignment

Liability for data protection matters is subject to these Terms and the DPA.

13. Data Retention

13.1 Approved Images and operational data

Unless otherwise required by law or agreed in a Service Order, Utilitarian retains Approved Images and operational event data for the term of services and for 6 months after, then deletes or de-identifies in accordance with the DPA.

13.2 Quarantined Images

Quarantined Images are retained only as long as needed to complete review and handle any special request, then deleted. Standard quarantine retention: 14 days. If a special request is initiated: retained until closure plus 30 days for audit, then deleted.

13.3 Account data

On account closure or termination, Client Data is returned or deleted in accordance with the DPA.

14. Updates to these Terms

14.1 How we update

We may update these Terms from time to time. When we do:

- (a) Non-material changes (clarifications, formatting, corrections that do not affect your rights or obligations): we update the published version and the “Last updated” date. No separate notice is required.
- (b) Material changes (changes to liability, fees mechanism, data handling, or your obligations): we will notify you at least 30 days before the change takes effect, by email to your account admin address and/or by notice within the Platform.
- (c) Regulatory or legal changes (changes required to comply with applicable law, regulation, or binding regulatory guidance): we may implement these with shorter notice where necessary, and will provide as much notice as is reasonably practicable.

14.2 Your options

If you do not agree to a material change, you may terminate these Terms by written notice before the change takes effect. If you continue to use the Platform after the effective date, you are deemed to have accepted the updated Terms.

14.3 Version history

We maintain a version history of these Terms at <https://www.utilitarian.world/legal/terms-version-history>. You may request any prior version.

15. General

15.1 Governing law and jurisdiction

If your contracting entity is Utilitarian B.V.: these Terms are governed by Dutch law, and the courts of Amsterdam have exclusive jurisdiction.

If your contracting entity is Utilitarian Pty Ltd: these Terms are governed by the laws of New South Wales, Australia, and the courts of New South Wales have exclusive jurisdiction.

15.2 Assignment

Neither party may assign these Terms without the other party’s written consent, except to an affiliate or in connection with a merger or sale of substantially all assets, provided the transferee agrees to be bound.

15.3 Force majeure

Neither party is liable for delays caused by events beyond reasonable control. If a force majeure event continues beyond 60 days, either party may terminate.

15.4 Severability

If any provision is found invalid, the remainder remains effective. The parties will replace invalid provisions with valid ones reflecting the original intent.

15.5 Entire agreement

These Terms (together with the DPA and any applicable Service Order or Pilot Order) constitute the entire agreement between the parties for their subject matter.

15.6 Notices

Formal notices must be in writing and sent to the addresses on file. Operational support messages (tickets, incident updates) are not formal notices. Email is sufficient for notices under these Terms.

15.7 No waiver

Failure to enforce any provision does not waive that right.

15.8 Relationship

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

15.9 Electronic acceptance

Acceptance of these Terms by clicking “I agree” (or equivalent) on the Platform, or by creating and using an account after these Terms are published, constitutes valid electronic acceptance with the same legal effect as a signed agreement.

Utilitarian B.V. — Schiedamse Vest 154, 3011 BH Rotterdam (KVK 97343927)

Utilitarian Pty Ltd — ABN 89 655 178 402

Questions about these Terms: legal@utilitarian.world