

Georgia-Pacific Recycling Application Terms & Conditions

The terms and conditions below (the “**Terms**”) govern Your access and use of GP Harmon Recycling LLC d/b/a Georgia-Pacific Recycling’s (“**GP**”, “**we**” or “**us**”) Hubbit mobile application (together with any subsequent versions or updates, the “**App**”). By accessing or using the App, or by authorizing others to do so, you expressly acknowledge and agree that (i) you are the age of 18 or over, (ii) if you are a company representative, you are an authorized representative of such company for this purpose, (iii) you have reviewed and understand the Terms, and (iv) you, for yourself and on behalf of your employer (collectively, “**You**” or “**Your**”), agree to comply with the Terms.

If at any time you do not accept and agree to all of the Terms, you must immediately discontinue your use of the App.

1. **Terms – General.** By accessing and using the App, you accept and agree to be bound by, and comply with, the Terms. The Terms are to be read in conjunction with any terms, conditions, or disclaimers provided in the App. Unless otherwise agreed to in writing by You and GP, the Terms constitute the entire agreement between You and GP relating to Your access and use of the App. GP may modify the Terms at any time or from time to time, with or without prior notice to you, and any such modifications will be effective immediately upon posting to the electronic location where the Terms reside (or another location designated for such purpose in the App). You are required to inform yourself of the then-current Terms. Your continued use of the App constitutes Your agreement to be bound by any modifications to the Terms.
2. **Use of App.** GP hereby grants You a limited, nonexclusive, nontransferable, revocable, free of charge license to use the App solely in accordance with the Terms. Use of the App is limited to individuals and entities located in the United States of America and Canada who are registered with GP as an approved supplier or customer of recyclable materials and who can form legally binding contracts.

You agree to use the App only in connection with Your business relationship with GP and in accordance with applicable laws. If pricing, quantity, or other market data is provided through the App, You shall use such data only in the manner in which it is presented through the App for potential sales or purchases of recyclable materials to or from GP, and You shall not download, extract, redistribute, use, or permit any third party to access or use such data for any other reason without GP’s prior written consent. Use of the App for personal or other purposes unrelated to Your business relationship with GP is strictly prohibited. You may not use the App in any manner that could damage, disable, overburden, or impair the App, or interfere with any other party’s use and enjoyment of the App. You shall not use the App while you are operating a motor vehicle. Any reference to “use” of the App shall include access to and use of any portion of the App and related services or functionality.

You are solely responsible for maintaining the confidentiality of Your password and other account credentials, and for all activities performed by anyone accessing the App using Your account credentials. You shall notify GP immediately of any unauthorized use of Your account. Any Data (defined below) which appears to GP to be sent and or entered by You in the App is valid and binding on You, and GP is entitled to rely thereon, irrespective of any error or fraud contained therein or the identity of the individual who sent or entered the Data. You agree that GP may rely or act on any Data, including messages electronically sent on the App, as if You had manually executed and delivered a message in written form to GP. No reply by GP or other action by GP on the App, including a message that GP is looking to buy certain recyclable materials, will constitute acceptance of an offer by You, and under no circumstances will GP be legally obligated to purchase recyclable materials from You until such time as GP submits a written purchase order to You.

3. **Data Ownership and Usage.** By Your inputs and electronic messages, by automated processes (such as usage monitoring) or by other means, You may receive or provide information and data through the

App (collectively, “Data”). GP shall own all Data and any intellectual property in or derived from such Data. GP may use Data for any lawful purpose including, without limitation, customer service and support, internal business purposes, improving GP’s products and services, fraud prevention and risk management, legal compliance, and marketing. Without limiting the generality of the foregoing, GP may use Data consistent with the way it is generally used in the recyclable material industry to help make buying decisions, process payments and otherwise administer commercial transactions and relationships. GP and others acting on its behalf may extract information from the Data and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. You are solely responsible for your Data sent or entered in the App. GP is not responsible for the consequences of any Data sent or entered by You, or for screening or monitoring Data sent or entered by You. You represent and warrant to GP that all Data You provide through the App is current, true and accurate to the best of Your knowledge, and that you will not use any technique, device, software, routine or any other action to interfere or attempt to interfere with the proper working of the App or any transaction or process being conducted thereby.

4. **Disclaimer of Warranties; Limitation of Liability.** Use of the App is at Your sole risk and the App is provided on an “as is” and “as available” basis. You waive and GP disclaims all representations and warranties with respect to the App, Content and Data, expressed or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title or non-infringement, or that the App or the Data will be available on an uninterrupted, secure, or error-free basis. Additionally, You waive and GP disclaims all representations and warranties regarding the quality, accuracy, timeliness, completeness, or reliability of the Data or Content. The more specific waivers and disclaimers set forth herein shall in no way limit the foregoing. Due to the nature of mobile technology, You acknowledge the inherent risks related to the App and mobile phone trading, including that the App may not allow the same functionality, access to information and services which are available when not using a mobile device. For example, due to service connectivity or internet connection difficulties endemic with mobile applications, use of the App may, from time to time, be subject to delay, error, or failure, with results that include but are not limited to the following: (i) an inability for You to receive or make offers; (ii) the App delivering inaccurate information including price and/or quote information; (iii) delay in receipt of information by GP from Your mobile device or from GP to Your mobile device; (iv) a failure of Your mobile device to receive any messages from GP; or (v) You erroneously believing that You have received or made an offer or placed an order when GP’s records do show the same. You agree that You shall not attempt to hold GP liable for any damages related to any of the above issues or any other related issues.

In no event shall Indemnitees (defined below) be liable, under any legal or equitable theory, for any consequential, exemplary, punitive, incidental, indirect, or special damages, or for any loss of profits or loss of goodwill or lost data, arising out of or related to Your use of the App or the subject matter of the Terms, whether or not Indemnitees have been advised of the possibility of such damages or losses. In no event shall Indemnitees’ liability arising out of or related to the Terms or Your use of the App exceed the total amount paid by You to GP, if any, for the right to access and use the App. You acknowledge and agree that use of the App is provided to you as a convenience, and that the Terms represent a fair allocation of risk.

5. **Indemnification.** You agree to indemnify, defend and hold harmless GP, its affiliated entities, and their respective officers, directors, employees, representatives, agents, and the successors and assigns of the foregoing (collectively, “Indemnitees”) from and against any and all claims, demands, losses, damages, fines, penalties, judgments, costs or expenses in whatever form or nature, including but not limited to legal fees and claims based on contractual liabilities, whether direct or indirect, that arise out of or result from, in whole or in part, Your breach of the Terms, or any infringement of any intellectual property or other right of any person, by You or any other person using Your user name and password (or other similar credentials) to access the App.
6. **Privacy Notice.** The App may collect personal information about you by Your inputs, by automated processes (such as usage monitoring), or by other means. With respect to GP’s practices regarding the

collection, use, disclosure, and protection of such information, You agree to the terms and conditions of the then-current version of the Privacy Policy adopted by GP (the “**Privacy Policy**”, available at <https://www.gp.com/legal/legal-notices/privacy-notice>) or the Georgia-Pacific LLC website, which Privacy Policy is incorporated into and made a part of these Terms by reference. GP may modify the Privacy Policy at any time or from time to time, with or without prior notice to you, and any such modifications will be effective immediately upon posting to the website linked above (or another location designated for such purpose in the App). You are required to inform yourself of the then-current Privacy Policy. Except as set forth in the Privacy Policy, or unless there is separate a written agreement to the contrary, Your information shall be deemed to be non-confidential and GP shall have no obligation or limitations of any kind with respect to such information. You agree that GP may use automated systems to send you messages and alerts via calls, pre-recorded messages, text messages or other messaging functionality within the App, to the number(s) You provide, and You acknowledge that, while such messages and alerts are complementary features of the App, you may be charged by your mobile phone carrier depending on your voice, message, and/or data pricing plan.

7. **Intellectual Property**. The App contains or embodies valuable intellectual property owned or licensed by GP. Such intellectual property may include trademarks, trade names, logos, written content, layout, software, music, sound, photographs, video, graphics, and the compilation of all material on the App (collectively “**Content**”), and is protected by United States and international laws and treaties. Unless otherwise agreed in writing by GP, You may not download, reproduce, distribute, perform, display, or sell any portion of the Content; provided that You may print or download the Terms, and other Content solely as enabled by the functionality of the App, solely for Your internal business purposes related to your business relationship with GP. You acquire no intellectual property rights under this agreement.
8. **Confidentiality**. Through Your use of the App, GP may disclose to You or You may otherwise be exposed to information of GP or others that GP considers confidential, including non-public pricing, offer, and other transactional information (“**Confidential Information**”). You shall use Confidential Information only in furtherance of Your business relationship with GP. You shall use a reasonable degree of care to protect Confidential Information and to prevent any use or disclosure of Confidential Information that is not authorized in writing by GP. Confidential Information does not include information that: (a) was known to You without restriction before receipt from GP; (b) is publicly available through no fault of You; (c) is rightfully received by You from a third party without a duty of confidentiality; or (d) is independently developed by You. You may disclose Confidential Information when compelled to do so by law if You provide reasonable prior notice to GP, unless a court orders that GP not be given notice.
9. **Feedback**. Any ideas, suggestions, enhancement requests, feedback, recommendations, know-how, or concepts related to the App (“**Feedback**”) that are offered or communicated by You to GP, whether through the App or otherwise, are or will immediately become the property of GP and may be treated by GP as non-confidential information. GP shall have the unrestricted right to use and disclose such Feedback for any purpose without compensation or obligation to any party.
10. **Miscellaneous**. The Terms, Your use of the App, and all claims or causes of action, whether in contract, tort or otherwise, that, in whole or in part, are based upon, arise out of or relate to the foregoing, shall be governed by and construed in accordance with the Georgia Uniform Electronic Transactions Act, the substantive internal laws of the State of Georgia (including but not limited to the Uniform Commercial Code as enacted in the State of Georgia), and the substantive federal laws of the United States applicable within the State of Georgia, without regard to any choice or conflicts of law provisions or principles that would indicate otherwise. You hereby submit to exclusive jurisdiction and venue in the appropriate state or federal court residing in Fulton County, Georgia for all disputes that cannot be resolved in the ordinary course of business. If any provision of the Terms is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Terms will remain in full force and effect. Failure of either party to insist upon the strict performance of any covenant, term, or condition of the Terms, or to exercise any right or remedy, shall not constitute a waiver of any other breach or subsequent similar breach of the Terms. Except as provided otherwise herein, the Terms may not be enlarged, modified, or amended except in writing signed by the parties.

11. **Modification or Termination of the App.** GP reserves the right, in its sole and absolute direction, to modify, suspend or terminate the App (as a whole, or as to any particular service, functionality or aspect thereof) and/or Your account or use of the App at any time for any reason with or without notice to You. If Your account and/or the App is suspended or terminated, You will no longer be authorized to use the App, but You will still be bound by Your obligations under these Terms. Indemnitees shall not be liable to You or any third party for any modification, suspension, or termination of the App or Your access to the App. If You believe any portion of the Content or Data is inaccurate, incomplete, or inappropriate, please contact GP immediately and GP will use not greater than commercially reasonable efforts to review Your request and take any actions deemed necessary by GP in its sole discretion. You hereby waive any other remedies You may have against Indemnitees arising from the App, Data and/or Content.

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