

Terms of use RIGK customer portal

Between the parties there exists either a RIGK Take-back System Participation Agreement on the take-back and recovery of packaging within the meaning of section 15 para. 1 sentence 1 nos. 1–5 German Packaging Act or an agreement on the take-back of used packaging (RIGK-PICKUP) (hereinafter referred to as “agreement” for short).

Terms of use

These terms of use supplement the agreement between the client/contractual partner (hereinafter only "client") and RIGK GmbH, Wiesbaden (hereinafter "RIGK") with regard to the use of the website of RIGK for the electronic transmission of notifications (advance notifications/final notifications as well as their certifications) and the submission of orders and other notification-relevant documents (service offer).

1. Validity of the terms of use, general terms and conditions, privacy notice

The use of the RIGK customer portal for the electronic transmission of notifications and the placing of orders is exclusively based on these terms of use, the agreement and the current general terms and conditions of RIGK as well as the privacy notice.

2. Service offer

The client is entitled to transmit notifications of packaging quantities (advance/final notifications as well as their certification) and the submission of orders electronically via the RIGK customer portal.

3. Requirements for the use of the service offer

In order to use the range of services, the client requires the personal security features agreed with RIGK in the form of a contract number, one or more participants named by it as well as their e-mail address and authentication, in order to identify itself to RIGK as an authorised participant and to submit and authorise messages.

4. Access to the range of services

The participant is granted access to the range of services if he/she has used his/her personal security features (contract no., e-mail address and authentication link), the check of this data at RIGK has shown that the participant is authorised to access and there is no blocking of access. After access to the service offer has been granted, the participant may retrieve information or submit messages. In order to be effective, the participant must authorise the message with his personal security features as well as by pressing the send button when submitting the message or by uploading certifications when submitting final notifications electronically; RIGK confirms receipt of the notification by transmitting a PDF. The transmitted notifications are processed in accordance with the notification type required for the processing of the agreement on the basis of the agreement concluded between the client and RIGK and the respective applicable general terms and conditions of RIGK.

5. Duties of care of the client / participant

The client is liable for the respective participant using the range of services and obliges the participant to comply with the terms of use. Before using the website, the client informs the participant of [RIGK's privacy notice](#) and that, in connection with the use of the website, his/her personal data (surname, first name, e-mail address, telephone) will be collected, used, processed, transmitted and stored by RIGK and its vicarious agents within the scope of the purpose of the agreement.

The participant is obliged to establish the technical connection to the range of services via the domain addresses communicated separately by RIGK; RIGK is not liable for access to the range of services at all times.

The participant must keep his/her personal security features secret and keep them safe from access by other persons. This is because any other person who is in possession of the personal security features may, in conjunction with their knowledge, misuse the service offer. In the event of misuse, RIGK is entitled at any time and without notice to revoke the service offer and to block the client's or participant's access to the service offer.

The personal security feature may not be stored electronically in an unsecured manner and may only be under the sole control of the participant.

When entering the personal security feature, it must be ensured that other persons cannot spy it out, which is why it may not be passed on by e-mail. If the client or the participant discovers the misuse of its personal security features or any other unauthorised use, it must inform RIGK of this immediately.

6. Liability

If unauthorised notifications prior to notification to RIGK are based on the use of the lost, stolen or otherwise lost personal security features or on their other misuse, the client is liable for itself and the respective participant to RIGK for the full extent of the damage caused thereby, regardless of whether the client or participant is at fault.

State: December 2022