

Terms of Use for the Activation Web Portal

I. Subject matter, changes

§ 1 Subject of the *Terms and Conditions of Use and Participation*

(1) INDUSTRONIC® Industrie-Electronic GmbH & Co. KG (hereinafter referred to as “INDUSTRONIC”) provides a platform on <https://activation.INDUSTRONIC.com> (hereinafter referred to as “Portal”) through which duly registered participants can provide services and access to data supplied by INDUSTRONIC in the field of installation, maintenance, integration and restoration of units and components of industrial communications equipment.

(2) The provision of the service by INDUSTRONIC and the use of the service by you as a duly registered participant are governed by these *Terms and Conditions of Use and Participation*.

§ 2 Changes to *Terms and Conditions of Use and Participation*

INDUSTRONIC reserves the right to change these *Terms and Conditions of Use and Participation* at any time, even within the existing contractual relationships, as far as necessary to adapt to changed legal, statutory or technical conditions. We will notify you of such changes by e-mail to your last known e-mail address and inform you about the amended regulations in detail. If you do not object in writing to the inclusion of the change in the contractual relationship with INDUSTRONIC within 60 days following receipt of the notification, the change becomes part of the contract.

II. Registration for participation, Dealing with access data, Termination of participation

§ 3 Entitlement for registration

(1) Registration as participant is a requirement for the use of the Services available on the Portal. For this purpose, please contact INDUSTRONIC directly. A right to participate does not exist. INDUSTRONIC is entitled to reject requests for participating without giving reasons.

(2) In the case of a legal entity, the registration must be carried out by a natural person who has unlimited legal capacity and authorization to represent.

§ 4 Registration on the Portal

(1) Participation in the Portal is free of charge.

(2) As soon as we have received all requested data from you, they will be checked by INDUSTRONIC for completeness and plausibility. If the data are correct from the point of view of INDUSTRONIC and if there are no other concerns from that point of view, INDUSTRONIC will activate your user account and will notify you by e-mail accordingly. Such e-mail is considered as acceptance of your request to participate. At the same time you will be informed about your login data (username/password). From receipt of the e-mail and after approval in the context of the first registration on the Portal you are entitled to use the Portal within the scope of these *Terms and Conditions of Use and Participation*.

§ 5 Responsibility for the access data

(1) You are asked to enter username and password that you have been informed about with your first registration on the Portal. You can use this data to log in to the Portal after activation of your user account by us and confirmation by you in accordance with § 4 (2).

(2) You must keep access data, including password, strictly confidential and you may not make it accessible to unauthorized third parties. Users may access the Portal only under his or her name and account data.

(3) Further, you are responsible to ensure that your access to the Portal and the use of the Services available on the Portal are solely personal to you. You may not pass access data on to third parties. If it becomes likely that unauthorized third parties have become aware of, or gained access to your user account (data), INDUSTRONIC must be informed immediately.

You will be liable in accordance with statutory provisions for any misuse and / or other activity using your login information/access data.

§ 6 Updating the data provided by you

You are obliged to ensure that your data stored at INDUSTRONIC, including your contact data, is up-to-date. If any changes occur during the duration of your participation on the Portal, please inform INDUSTRONIC immediately by e-mail or fax.

§ 7 Termination of participation

(1) Access to the Portal can be terminated by you at any time with prior notice, given by a written statement of cancellation of the registration to the Portal.

(2) Upon the effectiveness of the termination, the contractual relationship ends and you may no longer access the Portal. INDUSTRONIC reserves the right to block the username and password when the termination takes effect.

(3) INDUSTRONIC is entitled to irretrievably delete all data generated during the course of your participation within 30 calendar days after the cancellation has become effective and after any statutory retention periods has expired.

(4) After a period of 180 days, you are requested to change your current password when logging in to the Portal. If you do not change the password then and also no longer access the Portal, INDUSTRONIC reserves the right to deactivate your user account. If you decide to participate again at a later date, the user account can be reactivated at any time.

III. Services and contents on the Portal

§ 8 Services and availability of Services

(1) INDUSTRONIC provides you with the Services via the Portal specifically with required data for retrieval in the field of installation, maintenance, commissioning, integration and restoration of units and components of the industrial communication systems supplied by INDUSTRONIC.

Content and scope of the Services shall be governed by contractual agreements ("General terms and conditions") and by the functionalities currently available on the Portal.

(2) There is a right to use the Services available on the Portal only in the context of INDUSTRONIC's technical and operational possibilities. In the extent possible INDUSTRONIC strives for an uninterrupted usability of the Services. However, technical disruptions (such as power interruption, hardware and software faults, technical problems in the data lines) may cause temporary restriction or interruption.

§ 9 Changes of Services

INDUSTRONIC is entitled to change Services provided on the Portal and to make new Services available free of charge or for a fee at any time.

§ 10 Content protection, responsibility for third party content

Content available on the Portal is protected by copyright or other proprietary rights and is in each case the property of INDUSTRONIC or other third parties who have made it available. The compilation of content as such may be protected as database or database work within the meaning of §§ 4 Abs. 2, 87a Abs. 1 Act on Copyright and Related Rights (*Urheberrechtsgesetz*, UrhG). You may only use this content in accordance with these *Terms and Conditions of Use and Participation* and within the framework provided on the Portal.

IV. Use of Services on the Portal

§ 11 Scope of permitted use, monitoring of usage activities

(1) Your right to use is restricted to accessing the Portal and using the Services available on the Portal within the framework of these *Terms and Conditions of Use and Participation* regulations.

(2) Each subscriber or user is obliged to create technical conditions, necessary for a responsible use of the Services in his area in accordance with the contract. INDUSTRONIC owes no advice in this regard.

§ 12 Right to use content available on the Portal

(1) Unless otherwise expressly permitted in these *Terms and Conditions of Use and Participation* or on the Portal, or enabled for on the Portal by a functionality (e.g. download button):

– You may retrieve the Services ordered via the Portal exclusively for the use of the data in the course of your commercial or independent activity online and only in connection with installation, commissioning or service performances. This right of use is limited to the duration of your contractual participation in the Portal;

– You are prohibited from editing, altering, translating, displaying or presenting, publishing, exhibiting, reproducing or disseminating all or part of the Content available on the Portal.

(2) You are only entitled for downloading content and printing content as far as a download or print functionality is available on the Portal, e.g. via a download button.

(3) Your mandatory statutory rights (including copying for private and other own use according to § 53 Act on Copyright and Related Rights (*Urheberrechtsgesetz*, UrhG) remain unaffected.

§ 13 Prohibited activities

(1) Services to be ordered on the Portal are intended solely for commercial use by the participants in the course of commercial or self-employment and in connection with the performance of an installation, a commissioning or a service. **Any use for or in connection with other purposes is prohibited**, unless such use has been expressly permitted by INDUSTRONIC in writing.

(2) You are prohibited from any activity on the Portal or in connection with the Portal which violates applicable law or violates the rights of third parties. In particular, it is not allowed to

–post, disseminate, offer and advertise content in violation of data protection law and / or other content in violation of any other law and / or fraudulent content, services and / or products;

–use content that offends or defames other participants or third parties;

–use, provide and distribute content, services and / or products that are protected by law or encumbered with third-party rights (such as copyrights), without expressly being authorized to do so.

(3) You are prohibited from any act that may undermine the smooth operation of the Portal, and may cause in particular an undue burden to the systems of INDUSTRONIC.

(4) If you become aware of any illegal, abusive, contrary to the contract or otherwise unauthorized use of the Portal, please contact INDUSTRONIC® Industrie-Electronic GmbH & Co. KG, Carl-Jacob-Kolb Weg 1, 97877 Wertheim / Germany.

INDUSTRONIC will then investigate and take appropriate action if necessary.

(5) If there is a suspicion of illegal or punishable acts, INDUSTRONIC is entitled and, if necessary, also obliged to review your activities and initiate appropriate legal action if necessary.

§ 14 Blocking access

(1) INDUSTRONIC may block user accounts and thus access to the Portal temporarily or permanently if there are concrete indications that access is in violation of these *Terms and Conditions of Use and Participation* and/or applicable law, or if INDUSTRONIC has any other legitimate interest to do so. INDUSTRONIC will take due account of the legitimate interests of the user in its decision to block access to the Portal.

(2) In case of temporary or permanent blocking, INDUSTRONIC interrupts the access authorization concerned and notifies you by e-mail.

(3) In the event of temporary blocking a user account, INDUSTRONIC will reactivate the access authorization at the end of the blocking period and will notify you by e-mail. A permanently blocked user account (access authorization) cannot be restored. Permanently blocked persons are excluded from participating in the Portal and may not re-register on the Portal.

V. Processing of personal data

§ 15 Data protection

(1) One of INDUSTRONIC's quality policy is that of a responsible dealing with the personal data of participants (hereinafter these data are referred to as "Personal data"). Personal data resulting from your registration and use of available Services will therefore only be collected, stored and processed by INDUSTRONIC insofar as this is necessary for the performance of the contract, required by law or ordered by the legislator. INDUSTRONIC will treat your Personal data confidentially and in accordance with the provisions of applicable data protection law and will not disclose it to third parties. "Third parties" within the meaning of the above provisions are not: contractors who have been carefully selected by INDUSTRONIC and who are called upon by INDUSTRONIC to perform the Services offered, insofar as these INDUSTRONIC contractors have accepted the provisions of this data protection regulation.

(2) INDUSTRONIC uses Personal data otherwise only if you have expressly consented to this. You can withdraw such consent at any time.

VI. Limitation of liability

§ 16 Limitation of liability for paid services

In the context of the use of paid services (including the retrieval of paid content) by you, INDUSTRONIC is liable in accordance with the following provisions:

(1) For damages caused intentionally or grossly negligently by INDUSTRONIC or its legal representatives, executives or simple vicarious agents, INDUSTRONIC shall be liable without limitation.

(2) In cases of slightly negligent violation of only insignificant contractual obligations, INDUSTRONIC shall not be liable. Otherwise, INDUSTRONIC's liability for damages caused by slight negligence is limited to such damages that are to be typically expected to occur within the framework of the contractual relationship (typical contractual foreseeable damage). This also applies to slightly negligent breaches of duty by the legal representatives, executives or simple vicarious agents of INDUSTRONIC.

(3) The above limitation of liability does not apply in the case of malice, bodily injury or personal injury, violation of warranties and claims arising from product liability.

VII. Other provisions

§ 17 Written form

Unless expressly stated otherwise in these *Terms and Conditions of Use and Participation*, all statements made in connection with participation in the Portal must be made in writing or by e-mail. INDUSTRONIC's e-mail address is info@INDUSTRONIC.de. The postal address of INDUSTRONIC is INDUSTRONIC® Industrie-Electronic GmbH & Co. KG, Carl-Jacob-Kolb Weg 1, 97877 Wertheim / Germany. INDUSTRONIC reserves the right to change contact data. When contact data has changed, you will be informed by INDUSTRONIC accordingly.

§ 18 Severability clause

If any provision of these *Terms and Conditions of Use and Participation* be or become invalid, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provision, an effective provision shall be deemed to have been agreed which comes closest to the economic intention of the parties.

§ 19 Applicable law

These *Terms and Conditions of Use and Participation* are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG).

§ 20 Jurisdiction

The exclusive place of jurisdiction for all disputes arising from these *Terms and Conditions of Use and Participation* is, as far as such a choice of court agreement is admissible, the seat of INDUSTRONIC.