

## Terms of Use for the MY Service Portal

### 1. Scope of application and registration

- 1.1 The operator of the "MY SERVICE Portal" (hereinafter the "Portal") is KOMSA AG, KOMSA Allee 1, 09232 Hartmannsdorf. The Portal is used by the respective company of the KOMSA Group\* (hereinafter "KOMSA"), with which a customer company (hereinafter "Customer") has concluded an Agreement, for the provision of contractual services for the Customer, including, without limitation, for the transmission and administration of orders and order data as well as the retransmission of data for order processing and transaction tracking.
- 1.2 These Terms of Use apply to any use of the Portal by an authorized user registered via the login data. They apply in addition to the other contractual agreements between the Customer and KOMSA. KOMSA is entitled to adapt these Terms of Use to the current status from time to time. The changes will be announced to customers in the Portal at least 4 weeks before coming into effect. Unless the Customer expressly objects to these in text form by e-mail, the changes will enter into force on the announced date. If the Customer objects to the change, the Terms of Use will remain in force in their previous version. However, KOMSA in turn then has the right to terminate this Agreement within 4 weeks of receipt of the objection.
- 1.3 After acceptance of these Terms of Use by the Customer, the Customer nominates a responsible person to KOMSA in writing. The users named by the Customer's responsible person then receive a link and a user name. After entering the Portal, the user is prompted to enter a password. Depending on the agreement, the user may also be granted administrator rights for the account. In this case, the user may appoint a responsible administrator. The administrator may then create additional users with different roles and rights for the Customer's account. If the user is set up by the respective company of the KOMSA Group or KOMSA, the Customer is obliged to report any changes to the user master and its data in good time (usually monthly) to ensure that it is up to date at all times.
- 1.4 The Customer is therefore responsible for creation, administration, obtaining of any necessary consents, fulfillment of data protection information obligations, suspension or deactivation of users, rights management or timely reporting of this data to KOMSA or KOMSA AG.
- 1.5 The Customer is obliged to manage the access data carefully and to only make it available to those employees who are also authorized to make effective declarations in the Portal on behalf of the Customer. In particular, the Customer is obliged to take suitable precautions to prevent unauthorized access to the Portal by third parties. The Customer will protect the user and access authorizations assigned to it, as well as the identification and authentication safeguards against access by unauthorized third parties, and will not disclose them to unauthorized third parties. As soon as there are indications that the usage and access authorizations have been obtained unlawfully by a third party or might be misused, the Customer is obliged to immediately inform KOMSA. Notwithstanding this, access to the Portal can be suspended with immediate effect if KOMSA AG has reasonable grounds for suspecting misuse by an unauthorized third party. In this case, KOMSA AG will immediately inform the Customer or the respective user about the suspension.
- 1.6 The Customer will expressly instruct its employees/users to comply with these Terms of Use as well as will all relevant laws and legal provisions. In particular, it is forbidden for the Customer and its users to upload data or content that violates legal provisions or infringes third-party property rights or copyrights or other rights of third parties. In the event of deliberate misuse or manipulation of the Portal by a user and after consultation with the person responsible for the Customer, access to the Portal may be suspended for the respective user with immediate effect.
- 1.7 The account of the Customer and individual users is not transferable.

### 2. Purpose and use of the Portal

- 2.1 The Portal is used for the simple and fast transmission and management of service orders between the respective KOMSA Group company and the Customer, including, without limitation, for transmission and management of orders and order data as well as for the retransmission of data for order processing and process tracking.
- 2.2 Every authorized user can use the customer account in accordance with the customer agreement to:
  - maintain their contact details
  - receive news
  - create, manage and comment on processes such as requests or the commissioning of individual services
  - read, rate or comment on knowledge articles in the knowledge database
  - process standard reporting (view, filter, export existing data, view report graphics)

- view and manage information on assets and contracts
- register and deregister new users (or have them deregistered)
- participate in surveys

In this respect, the Customer will be help accountable for all declarations made via the Portal by users created for the Customer.

### **3. Confidentiality**

- 3.1 All Confidential Information of KOMSA or KOMSA AG, to which employees/users of the customer receive access via the Portal, must be kept secret for an unlimited period of time.
- 3.2 "Confidential information" within the meaning of these Terms of Use are all documents, records, records on electronic data carriers and other information and data, which KOMSA or KOMSA AG discloses to the Customer and its users - including its employees, consultants or other assistants engaged. The term "Confidential Information" also extends to the conclusion and content of agreements concluded or transmitted via the Portal and their negotiation and conclusion.
- 3.3 The Customer undertakes to keep the Confidential Information of KOMSA and the respective company of the KOMSA Group permanently secret and not to disclose, make accessible or otherwise make it known to third parties in whole or in part without prior written consent. The Customer will use all documents, information and data received for and in connection with the use of the Portal only for the purposes described above in section 2. This obligation will survive the end of the use of the Portal.
- 3.4 It is forbidden to process, disclose to third parties, transmit, make accessible or otherwise use personal data (contact-person details) unlawfully or without authorization. It is also prohibited to intentionally or unintentionally violate the security of the processing in any way that leads to the destruction, loss, alteration, unauthorized disclosure of or unauthorized access to such data. Personal data must be processed in such a way as to guarantee the rights of the data subjects concerned to the confidentiality and integrity of their data. It is therefore only permitted to process personal data to the extent and in the manner necessary for the fulfillment of the Agreement.
- 3.5 The Customer is entitled to make Confidential Information accessible or otherwise known to its employees, consultants or other assistants appointed by it, if and insofar as this is absolutely necessary for the purpose described above. These persons must either be bound to confidentiality by professional regulations or be bound to the extent of the provisions in these Terms of Use.
- 3.6 There will be no obligation to maintain confidentiality pursuant to this clause if and to the extent that the Customer is obliged, by law or pursuant to a court order or official order, to disclose Confidential Information, if the Confidential Information is public knowledge, or if the Customer was already aware of the Confidential Information prior to its disclosure. If Confidential Information is to be disclosed by the Customer, KOMSA must be informed without undue delay.
- 3.7 On request, the Customer will immediately hand over or ensure the handover of all Confidential Information of KOMSA or KOMSA AG (including all copies, transcripts, recordings on electronic data carriers and other reproductions as well as evaluations of Confidential Information), or will destroy or delete it, documenting these measures. Upon request, the Customer will immediately confirm in writing to KOMSA that this confidentiality obligation has been fulfilled.

### **4. Operational availability and remediation of faults**

- 4.1 KOMSA and KOMSA AG will maintain and secure the operational readiness of the Portal in their own interest, as far as this is possible with appropriate means. KOMSA AG regularly secures its own servers and protects them against unauthorized access with reasonable technical and economic effort. However, the Customer is aware that complete protection against harmful data is not possible. If a threat cannot be eliminated in any other technically and economically appropriate and promising way, KOMSA AG is entitled to delete Customer data with damaging content. KOMSA will inform the Customer to this effect.
- 4.2 Any user can report Portal errors to the Customer adviser via a Portal request. The user is asked to state exactly how and under what circumstances the error occurred and to actively support KOMSA AG free of charge in troubleshooting, in particular to provide all necessary documents, data etc. that KOMSA AG requires to analyze and eliminate the defects. If this is possible and economically reasonable at the discretion of KOMSA AG, KOMSA AG will remove the error. However, there is no obligation to do so.

4.3 Unless expressly agreed otherwise, KOMSA or KOMSA AG will not owe any further services, and in particular will not be under obligation to provide installation, setup, consulting, adaptation and/or training services, or to create and provide custom programs or additional programs.

## **5. Liability**

5.1 KOMSA will only be liable for the loss of data within their sphere of responsibility insofar as the Customer has backed up its data at least once a day in a suitable form so that it can be restored with reasonable effort.

5.2 In all other respects, the contractual liability provision already agreed between the Customer and KOMSA will remain in force. The Customer will hold KOMSA harmless and indemnify it from and against all claims, demands, claims for damages or other losses, including all reasonable lawyer's fees, asserted by third parties and attributable to the Customer or a user authorized by it using the Portal unlawfully or culpably violating these Terms of Use.

## **6. End of use and deregistration of Customers**

6.1 Upon discontinuation of the use of the Portal by KOMSA or the termination of the business relationship between the customer and KOMSA or upon express declaration of termination of this user agreement by the customer or by KOMSA, the access data for the account of the customer will be deactivated for all created users.

6.2 Both KOMSA and the Customer may terminate this user agreement at any time with a notice period of 2 months, effective from the end of a quarter. Notice of termination must be given in text form, with e-mail being sufficient.

6.3 KOMSA AG will then retain the data stored in the Portal only for the purpose of fulfilling its own commercial and fiscal retention obligations and will delete it after the end of the statutory retention periods.

6.4 The Customer is itself responsible for fulfilling its retention obligations and deleting the data after expiry of the statutory retention periods.

\* KOMSA Group companies can be found at [www.komsa.com](http://www.komsa.com)