

## **SENNEBOGEN Terms of use**

These terms of use are entered into by and between you and SENNEBOGEN Maschinenfabrik GmbH ("**SENNEBOGEN**," "**we**," or "**us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of SENNEBOGEN-na.com, mySENNEBOGEN.com and any other site operated by SENNEBOGEN that references these Terms of Use (each a "**Website**") as well as any content, functionality, and services offered on or through the Website.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://SENNEBOGEN-na.com/privacy-policy/>, incorporated herein by reference. If you do not want to agree to these Terms of Use, you must not access or use the Website.

The Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with SENNEBOGEN. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by SENNEBOGEN, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.
- You must not: Modify copies of any materials from this Website or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately, and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred

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## **Trademarks**

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## **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm SENNEBOGEN or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **Termination**

We may:

- Take any action with respect to any user that we deem necessary or appropriate in our sole discretion, including if we believe that such user violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for SENNEBOGEN.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

### **Changes to the Offering**

The content and scope of the services, and the way in which they work, may change during the period of use, especially as part of the normal development work that is done on the portal and/or on the services that SENNEBOGEN provides.

The user does not have any entitlement to retain free-to-use services in their existing format. SENNEBOGEN shall notify the user as soon as possible of any changes to paid services in cases where, according to SENNEBOGEN's reasonable assessment, these changes will have a significant impact on the user's use of the paid services.

If the user believes the changes to be unreasonable, they may object to them in writing or via email within 30 calendar days of receiving the aforementioned notification about them. If the user does not submit an objection and continues to use the paid services (which may have been changed) after the objection period has elapsed, the changes will be considered to have been agreed to and will take effect. If the user objects to the changes but it is impossible or unreasonable for SENNEBOGEN to keep providing the paid services without making the changes (e.g., because a change has to be made for security reasons), SENNEBOGEN is entitled to immediately cease providing the services in question.

### **Rights and Obligations of the User When Using the Offering**

The nature and scope of the user rights are based on user-specific authorizations and/or authorizations inherited from the user's organization. Organization-specific and user-specific authorizations may be granted through contractual agreements, with or without a user license purchase, and/or through individual authorizations provided by SENNEBOGEN or authorized users from registered organizations. In the same way, authorizations may be withdrawn or may no longer apply when required user licenses elapse.

### **Continuing User Obligations After the Offering Is No Longer Being Used**

The user's obligation to maintain confidentiality according to this agreement continues to exist even after the user's account has been removed. If the account has been removed or if SENNEBOGEN issues a written request, the user must stop using the confidential data and information and must return or destroy any confidential information that they possess or are in charge of.

## **Consent to Data Processing Being Contracted**

For the purpose of operating the portal, SENNEBOGEN contracts adesso SE, Adessoplatz 1, 44269 Dortmund, Germany, mastersolution AG, Postplatz 12, 08523 Plauen, Germany and Auctores GmbH, Dammstraße5, 92318 Neumarkt, Germany to process the data captured on the portal. The contractor shall take care to ensure that it and any companies it contracts to process the data applying technical and organizational measures in line with Article 32 GDPR, paying particular attention to the suitability of the measures. The user consents to data processing being contracted in this way.

## **SMS Terms**

You may voluntarily provide us with your phone number, and by doing so, you consent to SENNEBOGEN contacting you by SMS or MMS messages at that phone number. You consent to receiving communications for transactional, operational, or informational purposes. Message and data rates may apply. Consent to receive texts is not a condition of purchasing any goods or services. You understand and agree that text messages may be sent to you using automated dialing technology. When you provide any phone number to SENNEBOGEN, you warrant that you are the current subscriber or authorized user of the phone number. If you change, forfeit, or deactivate the phone number you provided to SENNEBOGEN, you agree to notify us immediately, and failure to do so constitutes a material breach of these Terms. You may opt out of receiving text messages by adjusting your preferences on the SENtrack webpage. If you unsubscribe from receiving text messages from SENNEBOGEN, you may continue to receive text messages for a short period while SENNEBOGEN processes your request(s).

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, SENNEBOGEN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitations of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SENNEBOGEN, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Federal Republic of Germany without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Germany. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver by SENNEBOGEN of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SENNEBOGEN to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and any other agreement between you and SENNEBOGEN constitute the sole and entire agreement regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.