

General Terms of Use for the Digital Platform ("Platform")

1 General information

- 1.1 Plansee SE, FN 53042d, 6600 Reutte, Metallwerk Plansee-Straße 71 ("Plansee") operates a digital platform ("Platform" or "Service") on which customers can view certain content and information provided by Plansee and contact Plansee in this context. The Platform is currently accessible at the address www.my.plansee.com.
- 1.2 These terms of use govern the relationship between the customer (referred to using "you" or "your"), who uses the Platform, and Plansee (referred to using "we", "us", or "our"), who operates it. The terms of use constitute a contract between you and us. You must agree to these terms of use to access or use the Platform. By using the Platform, you accept the terms of use and agree to enter this binding contract.

2 Registration

- 2.1 Before you can use the Platform, we must create a user account for you. To that end, you must specify an administrator. The administrator is the main point of contact between you and us. Through the administrator, you may grant multiple employees access to the Platform on your behalf and responsibility.
- 2.2 You shall ensure that the registration and account information, and any additional information in the online form, is correct and complete, and that the account information is kept confidential and safe. You are responsible for all activities occurring through your account, including the activities of the administrator and all other employees to whom you have legitimately granted access to the Platform (see item 2.1), as well as activities of third parties to whom you have illegitimately enabled to access the Platform or who have gained such access due to your at least negligent conduct. You are liable toward us for ensuring that everyone to whom you have enabled access to the Platform is entitled and authorised to legally represent you in connection with any actions performed on or concerning the Platform.
- 2.3 We are not liable for loss or damage incurred because you transmit incorrect or incomplete information to us or fail to protect your account information. If the account information is misused, or such misuse is suspected, you shall change your password without undue delay and notify us thereof at the following email address: help@plansee.com.
- 2.4 By confirming these terms of use, you confirm that you may use the Platform under the laws of the country where you are domiciled. The Platform must not be used by consumers, users without full legal capacity, or minors.

3 Access and use

- 3.1 You may use the platform free of charge, so you shall have no legal claim to the availability of the Platform or the information and communication that we provide on it.
- 3.2 You shall also be responsible for evaluating the information that we make available. The availability or unavailability of information on the Platform does not release you from your obligation to take note of the information that we make available to you on other channels outside the Platform.
- 3.3 If you suspect or know that information on the Platform could be incomplete, incorrect, inaccurate, outdated, dangerous or otherwise detrimental, you shall notify us thereof without undue delay.

4 Creating the information; Rights to the information

4.1 Information

- 4.1.1 We shall provide you with information and data through the platform, at our discretion. That information and data concern, among other things: the products you purchase from us; information about orders and deliveries; requirement forecasts; information about any consignment warehouses; invoices; complaints; drawings; and other documents (such as certificates). We may at any time alter the type or scope of the information provided. Furthermore, you may contact us through the Platform, for instance to make a complaint or ask a question (regarding the transmission of offers, for example). You shall decide what information you wish to disclose. However, you shall ensure that the information and data you disclose are accurate and correct, and that you have all the rights necessary to disclose them toward us.
- 4.1.2 Under Art. 9 GDPR, there are certain categories of personal data that you need not provide to use the Platform. You therefore may not provide on the Platform any data, or publish any information, that enable a reference to specific people who have not granted you their express consent.
- 4.1.3 We may delete the information created or uploaded by you at any time, without notice, if we suspect the information is illegal, incorrect, objectionable, or otherwise forbidden.

4.2 Rights to the platform

The Platform itself (especially the website) and its structuring are protected by copyright, ancillary copyright, and under laws protecting databases. We reserve all rights thereto.

4.3 Granting rights to your information

- 4.3.1 You grant us all rights to the uploaded or compiled information that are necessary or expedient to operate the Platform.
- 4.3.2 You ensure that any information you upload or create is accurate, defect-free and up-to-date, does not breach any legal provisions, and is not objectionable or forbidden, and that its use to the extent for which these rights are granted does not encroach on any third-party rights. You shall indemnify us and hold us harmless from all third-party claims.

4.4 Nondisclosure

- 4.4.1 To protect the confidentiality of the information exchanged by electronic means, the data transfer will be in encrypted form and technically up to date. We shall keep the information safe and protect it with due diligence.
- 4.4.2 We and you shall comply with all existing nondisclosure obligations (i.e., shall not disclose the confidential information to third parties without the prior written consent of the surrendering Party, or otherwise make that information available to third parties or bring it to their attention). In this sense, companies affiliated with us within a group are not deemed third parties.

5 Our rights to alter or shut down the Platform

- 5.1 We may make new information or elements available as a component of or supplement to the Platform (or both), or fundamentally change the way in which the Platform can be used, at any time at our discretion. We may also shut down the Platform entirely and discontinue the service.
- 5.2 Before we shut the Platform down and discontinue the service, we shall contact you with adequate lead time, at the email address you have specified, and let you know when the Platform will no longer be available. After that time limit expires, you will no longer be able to access the Platform or view the information on it.

6 Closure of a user account by you

- 6.1 You may at any time advise us to close your account(s). At this time, only we can close an account. If you want us to close an account, send an email to "help@plan-see.com". An account closure occurs within a reasonable period.

- 6.2 If an account is closed, you will lose all opportunities to access the information on the Platform. You expressly acknowledge that after an account is closed, you will no longer be able to access any information of that account on the Platform.

7 Closure of a user account by us

- 7.1 We may temporarily suspend access to your accounts and information if we justifiably suspect that you or a third party who uses your account information is breaching these terms of use or applicable law in connection with the use of the Platform, or if technical circumstances or security problems require such suspension.
- 7.2 If we justifiably suspect a breach of these terms of use or applicable law, we will notify you and give you an opportunity to justify and explain yourself in this regard. If the suspicion cannot be cleared up, we may close your accounts irrevocably if we feel this is called for regarding the severity of the breach. You expressly acknowledge that after an account is closed, you will no longer be able to access any information of that account on the Platform.

8 Data protection

8.1 The Platform

For you to be able to use the Platform, we must process certain personal data (such as your operating system and language settings) that are necessary for your device to be able to communicate with the Platform and for you and us to communicate with each other. We always strive to improve the Platform and make it as comfortable as possible for you to visit it.

8.2 Data entry

You will normally use the Platform to gain an overview of the information listed in item 4.1 or contact us with your concerns in accordance with item 4.1. To that end, we process the following data: first and last names; company name; position; form of address; address; phone number; contact data including email address; and information regarding any existing concerns you might have. You shall ensure (and indemnify us and hold us harmless in this regard) that the data subjects affected by this data processing by us have consented to it, provided such consent is legally necessary.

You shall ensure (and indemnify us and hold us harmless in this regard) that the data subjects affected by this data processing have been adequately informed about it for the purposes of Articles 13 and 14 GDPR, and you ensure that only employees who have been appropriately informed to that end, and who have granted any necessary consent to the data processing, will use the Platform.

8.3 Privacy policy

The details about the collection, processing, use, and transmission of personal data are set forth in the data privacy statement viewable through the Platform.

9 Termination

- 9.1 We or you may terminate the right to use the Platform if such termination is declared in writing at the end of any month and at least one weeks' notice (from arrival) is given (emailing a scan of the signed notice of termination as a PDF is sufficient).
- 9.2 Either we or you may terminate the right to use the Platform for cause without notice. Such termination is particularly justified if material obligations of these terms of use are breached although a written warning was sent and a grace period granted, or if payment is late by more than three weeks.

10 Remuneration

We currently provide the Platform free of charge. But in the future, we may make the use of the Platform in this or another form contingent on the payment of a fee. If we do so, we shall inform you thereof in good time.

11 Amending the terms of use

- 11.1 Due to changes in the Platform and applicable laws, or for other operational reasons, it will be necessary to adjust these terms of use from time to time. We shall inform you thereof in advance, at the address you provided when you registered.
- 11.2 If we update these terms of use, you may accept them or end your use of the Platform. If you continue to use the Platform after the update takes effect, that use will be deemed consent to the new terms of use and a declaration of your agreement to be bound by them.

12 Warranty and damages

12.1 For the Platform

12.1.1 We provide this Platform "as is". You expressly acknowledge that you understand and agree to the following provisions.

- a. Your use of the Platform is at your own risk. We offer the Platform "as is" and "as available" and make no guarantee or warranty regarding the Platform. Therefore, any guarantee is entirely excluded.

- b. No information that you create is deemed part of our services. We will not verify such information and are not obligated to do so. We will assume no liability or responsibility for such information.
 - c. Our services do not include (i) ensuring that the Platform is safe, free from errors, or always retrievable, or (ii) curing errors and defects in the software or the service.
 - d. The information contained on the Platform is not always complete or up to date; therefore, it does not replace any information that we transmit through another channel that we provide. You shall compare the information provided to you on the Platform with information that we transmit to you on another channel.
- 12.1.2 You expressly acknowledge and agree that we, our subsidiaries, affiliated companies, licensors, and their executive staff, employees, representatives and legal successors will be liable toward you only for wrongful intent, but not for simple gross negligence or slight negligence. And liability for loss of potential profit, or for indirect or immaterial damage, is excluded in any case.
- 12.1.3 We give no warranty and assume no liability for any third-party information we provide, including advertising information, or for any interaction you might have with those third parties. We will not present such third-party information as our own.
- 12.2 For communication with us
- 12.2.1 We assume no warranty for any communication we make concerning the Platform. Therefore, we are not obligated to correct incorrect or inaccurate information.
- 12.2.2 We will not be liable for any loss of potential profit, or for indirect or consequential damage, or for slight or simple gross negligence, connected with the communication we make concerning the Platform.

13 Indemnification

You shall indemnify us and hold us harmless, and do the same for our subsidiaries, affiliated companies, executive staff, employees, advertisers and partners, from all claims, including those asserted by third parties, such as for direct or indirect damage and expenses (including reasonable and expedient costs for dunning, debt collection or lawyers) incurred from a breach against these terms of use (or other applicable provisions, such as applicable statutes) that is attributable to you. This also applies regarding third-party claims.

14 Communication between us and you

We may send all correspondence to the email address you specified when you registered or when your account information was most recently updated. Please send declarations relevant to the contract to help@plansee.com.

15 Applicable law; Venue

- 15.1 Declaring any part, regulation or provision of these terms of use to be invalid or unenforceable will not invalidate or render unenforceable the other parts or provisions, which will remain in full force and effect. The same will apply if these terms of use are held to be incomplete. If these terms of use contain an invalid provision or are incomplete, the invalid or lacking provisions will be automatically replaced by a valid provision that comes closest to the economic purpose of these terms of use, or to the intentions shared by you and us.
- 15.2 If we do not exercise any rights or pursue any legal remedies in a timely manner or at all, this will not be deemed a waiver of those rights or remedies. This will not affect any contractual or statutory provisions on time-barring.
- 15.3 These terms of use and the business relationship between you and us, including disputes, tortious claims connected with the use of the Platform, and questions about the valid formation of a contractual relationship, are subject to the laws of the Republic of Austria under the exclusion of private international law and the provisions governing conflicts of laws.
- 15.4 If the laws that apply to your registered office forbid the agreement of a foreign venue for civil proceedings against you, any disputes will be settled by the court responsible for your registered office; otherwise, the exclusive venue will be the court responsible for commercial matters in Innsbruck.