

“KLEEMANN LIVE” TERMS OF USE

1. DEFINITIONS

“Company”: the company “KLEEMANN HELLAS SA” with headquarters at the Industrial Area of Stavrochori Kilkis, P.O. Box 25, Kilkis, 61100- Greece, tel. +30 2341 038 100, VAT Numb.: 094124623, G.E.MI. Numb. 14486435000.

"Customer": the natural or legal person and / or authorized employees of a natural or legal person who installs and maintains elevators and cooperates with the Company maintaining a business-to-business relationship (B2B).

"Platform": the web application "KLEEMANN LIVE" which is located at the website <https://Live.kleemannlifts.com> and is a commercial subscription product of the Company.

"Terms": the Terms and conditions governing the operation and use of the Platform and the related to it rights and obligations, set out in this document.

"User": the natural or legal person who is a building manager or owner or tenant of a building, in which an elevator of the Company is installed that can make use of the Platform services.

2. STATEMENT

2.1 We invite you to read these Terms carefully and in case you do not agree with their content, you must not use the Platform.

By checking the respective field of the Platform's homepage, entering the Platform and using its services, you acknowledge that you have read, understood and accepted the Terms, which constitute a legally binding contract.

The Company considers as a given and the person who enters the Platform and makes use of its services, declares that he is authorized to enter into this contract either on behalf of the Customer or as a User.

2.2 In the context of providing our services, through the Platform, we inform you that the Company will communicate with you by sending electronic messages, informative texts or notifications regarding the operation and use of the Platform.

3. GENERAL LEGAL RULES OF OPERATION

3.1 The Company reserves the right to unilaterally modify the Terms of the Platform. Notification of the change of the Terms will be made through the electronic renewal of the current version and reference of the date of the latest modification. It is recommended that the Customer and the User visit the Terms of Use, at regular intervals, in order to be up to date with their most recent version before continuing to use the Platform.

3.2 The Company undertakes to provide the Customer and the User with information that is directly related to the use and operation of the Platform. Company is not responsible for the temporary unavailability, malfunction or technical issues that may occur during use. In addition, with regard to incorrect electronic data entries, Company reserves the right to correct them.

4. DESCRIPTION OF FUNCTIONS

4.1 Regarding the features of the Platform, you can visit <https://kleemannlifts.com/content/kleemann-live> , where relevant information material is posted.

4.2 If the Customer chooses to use the SIM Card provided by the Company for the connection to the Platform, the "TERMS OF USE AND OPERATION OF SIM CARD" posted in <https://live.kleemannlifts.com/auth/login> are additionally applicable.

4.3 By activating the subscription to the Platform, the Customer:

- has access to the provided services of the Platform, depending on the service program chosen from the offered available ones and
- has the right to create further users of the Platform as follows:
 - (i) users with Processing Access:** such access is granted exclusively to persons related to the Customer's professional activity, who have the necessary technical knowledge and qualifications to intervene in the functions of the elevator and are legally authorised to do so. These users will gain access with the ability to intervene in the functions of the elevator, with similar or with less options than those of the Customer, according to the choices of the Customer.
 - (ii) users with Monitoring Access:** such access is granted exclusively to persons who have the status of a User. The User will only have access to statistical or technical data and the ability to remotely call up the elevator, without the ability to intervene in the functions of the elevator.

4.4 Customer is solely and exclusively responsible for ensuring that the persons to whom Processing or Monitoring Access is granted continuously meet the above conditions, i.e. to ensure that Processing Access is granted only to persons with the required technical knowledge related to the Customer's professional activity and Monitoring Access is granted only to the User. The Company considers as a given and the Customer declares that he has checked the above conditions when creating further users.

4.5 If the above conditions cease to exist, the Customer shall, on his own responsibility, immediately delete the user in question in order for his access to be terminated. Company bears no responsibility in case the Customer fails or delays to check the conditions or delete the user, in accordance with the above.

4.6 Customer has the right to create more than one user, providing the Company with their necessary data (name, surname, e-mail, contact number).

4.7 The Customer and the User each independently have an obligation to immediately inform the Company, in the event that the Customer is no longer authorized to carry out maintenance work of the elevator connected to the Platform. In this case, the Company will discontinue Processing and Monitoring Access to the Customer and all related users, until the conclusion of a new agreement with another contracted maintainer, while at the same time disconnecting said elevator from the Customer's account. The Customer or another person authorized by the User is obliged at the same time to immediately disconnect the IoT device of said elevator from the internet, in order for the Company to no longer receive data of said elevator. The Company bears no responsibility in case either the Customer or the User fail or delay either to inform the Company or to disconnect the IoT device from the internet, as well as no responsibility for the subsequent termination of Access.

4.8 If the Customer's subscription to the Platform is terminated or not renewed for any reason

i) the Company will discontinue Processing and Monitoring Access to the Customer and all related users until resumption of the subscription or conclusion of a new agreement with another contracted maintainer, will disconnect said elevator from the Customer's account and cease receiving data from said elevator as soon as the Customer or a person authorized by the User completes the disconnection of the IoT device from the internet; and ii) the Customer must immediately inform the User about the termination or nonrenewal of the subscription and its results in accordance with the above, and the Company bears no responsibility towards the users from the termination of Access.

5. CUSTOMER & USER OBLIGATIONS

During the use of the services of the Platform, the Customer and the User each have an independent obligation to make lawful use of it, namely indicatively and not restrictively:

- to fully comply with all obligations set out in these Terms that are material,
- to provide correct and complete information and documentation (including identification, authorization and billing information) required to use the services,
- to immediately notify the Company of any unauthorized use of their account and any possible security breach,
- not to use the services of the Platform in a way that attempts to violate security measures, regardless of whether the intrusion results in the destruction or loss of data, including the non-assignment of the Username and password to third parties.

6. RESPONSIBILITY OF CUSTOMERS AND USERS Customers and Users remain solely responsible:

- for all actions carried out under their personal password, Username and generally their account (User account),
- for the careful use of their account and their formal exit from it at the end of each use (Logout).

7. COMPANY RIGHTS

The Company reserves the right to:

- send information material in relation to the operation and use of the Platform,
- modify and / or temporarily or permanently discontinue part or all of the Platform's services with or without notice to users.
- discontinue the use of passwords in the services of the Platform or discontinue the availability of its content to Customers or Users who, the Company believes, have violated these Terms of Use.

8. LIMITATION OF COMPANY'S LIABILITY

8.1 Company has no responsibility:

- for any damage resulting from the failure of Customers or Users to respect and comply to these Terms of use,
- for any kind of damage suffered by Customers or Users of the pages, services, options and contents of the Platform, to which they proceed on their own initiative,
- for any errors or mistakes that may be included in the pages or contents of the Platform,
- for lack of correctness, completeness or availability of content, pages, services, choices or the results thereof,
- for any viruses or other harmful components that may be contained on the Platform or on any other related site or on any servers through which they are made available to Customers or Users.

8.2. The Customer and the User acknowledge that the Networks do not have guaranteed uninterrupted service availability and that no claim or demand of any kind will be made against the Company in case of technical problems, given that the respective network availability or coverage services, connectivity, etc. are not provided by the Company itself. The Customer and the User acknowledge and accept that the Company will not be liable under these Terms (either by contract ,tortincluding negligence -, or by default, compensation or otherwise), for:

- any loss, whether direct or indirect, of profit, revenue, data, anticipated profits or reputational damages; or
- any indirect or consequential damages, whether or not such damages were foreseen.

8.3. The Customer and the User agree to defend, at their own expense, to indemnify and release the Company and its subsidiaries or affiliates, its directors, officers and employees (collectively, the "Indemnified persons"), from and against any claim, action, indemnity or expense alleged against any of the Indemnified persons or to

which any of the Indemnified persons is subjected, arising directly from the use of the Platform services by the Customer or the related users in a manner that requires the uninterrupted availability of the Networks and as long as the interruption of the Network causes death, infringement of personal rights, personal injury or damage to property.

9. SPECIAL CONDITIONS

9.1 Company reserves the right to modify the services provided via the Platform, for commercial or regulatory reasons.

9.2 Wireless network coverage in the Platform services is provided based on reasonable efforts and is not guaranteed. The Company does not commit to provide coverage to a specific extent and will not be liable for lack of coverage.

9.3 Company shall make every reasonable effort to ensure the security of the Customer's and the User's communications. However, for reasons beyond its control, the Company does not guarantee that the communications will be completely secure.

10. SUBSCRIPTION-EXPIRY

10.1 The validity period of the provision of the subscription service is annual and starts from the date of registration of the elevator on the Platform, at which point the Customer selects the service program of his choice from the offered available ones.

10.2 The use of the Platform services is provided with an annual subscription fee per registered elevator, which will be notified in advance to the Customer and will be invoiced at the beginning of each annual subscription. Any promotions that provide for no fee or reduced fee for a certain period of time will prevail.

10.3 The annual subscription is automatically renewed upon completion of one (1) year from the registration of the elevator in the Platform or the latest renewal, unless up to sixty (60) days before the end of the annual subscription period the Customer sends an e-mail to the appointed employee of Company's sales dpt who serves him, stating that he does not wish to renew the annual subscription.

10.4 Customer has the right to discontinue the subscription at any time, by informing the Company via an e-mail to the appointed employee of Company's sales dpt who serves him. In such a case, Customer is not entitled to a refund for the annual subscription fee.

10.5 Customer may, at any time during the annual subscription, choose a program that provides more services than the existing selected one, by paying the required amount/difference for the remaining months until the end of the annual subscription. The Customer may not, during the annual subscription, choose a service program with a lower fee than the existing selected one.

10.6 Any revisions to the annual subscription fee announced by the Company will be applicable after the expiration of the existing annual subscription of the Customer.

10.7 Company may, without notice and at any time, suspend or terminate, temporarily or permanently, access to the Platform services and take any appropriate legal actions if any of the following cases occur:

- (i) the Customer or the User does not comply with or violates any of the obligations contained in these Terms, which are all agreed to as material, or any of the policies and rules adjacent to them, including the obligation to fulfill the financial obligations as to the subscription fee;
- (ii) the Customer or the User is engaged in fraudulent practices or fraudulent acts;
- (iii) Company believes, at its sole discretion, that the Customer's or the User's activities and behaviors have caused or may cause harm to third parties or to the Company.

10.8. Neither the Customer nor the User is entitled to any compensation for the suspension or termination of access to the Platform services.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Other than the exceptions mentioned (copyright of third parties, partners and entities), all content of the Platform, including images, graphics, photographs, drawings, texts, services provided and generally all files of this website, constitute intellectual property, registered trademarks and service marks of the Company and are protected by the relevant provisions of Greek law, European law and international conventions and treaties.

11.2 Consequently, none of them may be wholly or partly sold, copied, modified, reproduced, republished or uploaded, transmitted or distributed in any way. Excluded is the case of the individual storage of a single copy of part of the content on a simple personal computer, for personal and not public or commercial use and without deleting the indication of their origin from the Platform, without affecting in any way the relevant intellectual and industrial property rights.

11.3 Other products or services mentioned in the Platform and bearing the trademarks of the respective organizations, companies, partner organizations, associations or publications, constitute their own intellectual and industrial property and therefore these entities bear the relevant responsibility.

11.4 Customers and Users understand and accept that they are not granted the right to reproduce, copy, sell, resell and/or commercially exploit in any way, all or part of the content of the Platform.

12. PRIVACY POLICY

12.1 Company recognizes the importance of the security of Customers' and Users' personal data and has taken appropriate technical and organizational measures to ensure their maximum security.

12.2 Company processes the absolutely necessary data of Customers and Users in order both to register or enter the Platform and to authenticate them.

12.3 For more information in regards to the protection of your personal data, read the "PRIVACY POLICY AND PROTECTION OF PERSONAL DATA OF THE PLATFORM "KLEEMANN LIVE"", which is posted at <https://live.kleemannlifts.com/auth/login>

13. JURISDICTION

13.1 Disputes arising from the use of the Platform will initially be resolved out of court.

13.2 In case of non-out-of-court dispute resolution, the courts of the seat of the Company, i.e. the courts of the region of Kilis, are competent and Greek law is defined as applicable.

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