

General Terms of Use KION Central User ID

These General Terms of Use can be downloaded here¹ at any time.

1 General

1.1 KION Central User ID is a central registration service for the use of websites and services described in more detail below (hereinafter "**KCID**"). The provider of KCID is KION GROUP AG, Thea-Rasche-Straße 8, 60549 Frankfurt, Germany (hereinafter "**KGA**").

1.2 These General Terms and Conditions for the use of KCID contain the basic rules for the user relationship between KGA as the provider and the registered KCID users ("**Users**"). They apply to all content, functions and other services provided by KGA to the User on the basis of the user relationship through KCID (hereinafter collectively referred to as "**Services**").

1.3 Certain Services may be subject to additional or different terms and conditions ("**Special Terms**"), which KGA will inform the User of in due time, if necessary. In the event of contradictions, Special Terms and Conditions shall take precedence over these General Terms and Conditions. In the following, these General Terms and Conditions and any Special Conditions are collectively referred to as the "**Terms of Use**".

1.4 The User can only be a legal entity as defined by § 14 BGB (German Civil Code). If the Services are used by a natural person, e.g. an employee of the User, the User must ensure that this person has the appropriate power of representation.

2 Scope of use

2.1 The central registration service KCID is a single sign-on solution which enables Users to log in to all participating Services, pages and online offers with the KCID access data after a one-time registration and authentication. After registration, the respective Services can recognize the User as a registered user on the basis of an automated query without having to carry out any further authentication procedure.

2.2 KGA reserves the right to make individual services available only in certain regions for technical or legal reasons. If KGA uses technical measures for this purpose (e.g. geolocation based on the IP address of the Internet connection used), the user must not circumvent or interfere with these measures.

2.3 The user is granted a simple, non-transferable and non-exclusive right to use the Services to the extent necessary for the intended, regular use of the respective Service.

3 Registration

3.1 The personalized use of the Services requires registration via KCID. There is no right to registration. Registration requires the provision of necessary data (marked with *) such as the entry of a valid email address and a freely selectable password. In addition, the User may voluntarily provide further data.

3.2 The User must keep his access data protected from access by unauthorized third parties.

3.3 All information provided during the registration process must be complete and truthful. KGA reserves the right to block the KCID account temporarily or permanently and/or to terminate the contract with the User without notice, in particular in the event of false information or unauthorized disclosure of the User's access data.

3.4 Users can simplify the registration on the registration platform KCID by using their login data from the following providers of social logins as login:

Amazon

In this case, KGA obtains from Amazon EU SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855 Luxembourg (Amazon) basic user data deposited from the user's Amazon user account, as well as the Amazon user name, mobile number and email address, and uses this data, to the extent necessary, to establish, implement and process the user relationship between the user and KGA.

Google

In this case, KGA obtains from Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA (google) the basic user data stored in the user's google user account as well as the google user name, email address, google ID and uses this data, insofar as necessary, to establish, implement and process the user relationship between the user and KGA.

Linkedin

In this case, the KGA obtains from LinkedIn Corporation, 1000 W. Maude Avenue, Sunnyvale, CA 94085 from the LinkedIn user account of the user and uses this data, as far as necessary, for the establishment, implementation and processing of the user relationship between the user and the KGA.

Microsoft

In this case, KGA obtains from Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399 USA from the Microsoft user account of the user and the email address and uses this data, as far as necessary, for the establishment, implementation and processing of the user relationship between the user and KGA.

3.5 By sending the completed registration form, the User declares to KGA the offer to conclude a contract on the use of KCID, including these Terms of Use.

3.6 KGA reserves the right to reject individual registrations without giving reasons. There is no entitlement to registration.

4 Conclusion of Contract

4.1 Registration for a KCID account and the use of Services subject to registration and payment does not give rise to any obligations for the User over and above this contract of use.

4.2 If the User makes use of chargeable Services or purchases via a web shop, the Special Terms stated there, in particular the General Terms and Conditions and data protection provisions, shall apply. The User will be informed of these separately.

5 Changes to the Services

KGA may at any time further develop, supplement, modify or remove the Services, and in particular issue updates. KGA will take into account the legitimate interests of the User.

6 Special Duties and Obligations of the User

6.1 The user may not circumvent regional restrictions with respect to the agreed area of use.

6.2 The User may not remove or change copyright and property right notices on or from Services.

6.3 The User shall ensure that the access data to the Services used by him are not accessible to unauthorized third parties. The User is fully responsible for all actions taken using his access data. The User's obligation to pay also exists for fees which have arisen due to the fact that third parties have ordered chargeable Services via the User's KCID account or have concluded contracts about this and the user is responsible for this.

6.4 The User will not make any changes or similar actions to the Services as well as to the underlying systems which impair or endanger the proper operation of KCID or the Services.

7 Prices and terms of payment

The use of KCID is free of charge. Services that are subject to a charge will be shown in the context of the order process there.

8 Availability, service disruptions

8.1 KGA endeavors to ensure the continuous availability and error-free functionality of KCID and the Services. However, for technical reasons and due to the dependence on external influences, e.g. disturbance of the power supply, hardware and software errors, an uninterrupted availability cannot be guaranteed.

8.2 KGA occasionally carries out maintenance work on the servers and technical components used for KCID and the Services, which may lead to a temporary impairment of usability or availability. KGA will carry out maintenance work, if possible, outside the usual hours of use. Plannable work that foreseeably requires an interruption of normal operation will be announced to the user in advance by email or within the Services. KGA will, as far as possible, inform the user of the nature, extent and duration of the interference.

8.3 KGA may restrict access and availability of KCID or the Services, if the security of the network operation, the maintenance of the network integrity, in particular the avoidance of serious disturbances of the network, the software or stored data, the interoperability of the services or the data protection require this.

9 Term and termination of contracts

9.1 The user or KGA may terminate the contract on the use of the KCID account at any time without notice. Deviating from this, in the event that the user has concluded ongoing user contracts for chargeable services which require a KCID account and nothing to the contrary has been agreed in the Special Terms, the user contract for the KCID account can only be terminated after termination or simultaneous termination of the ongoing user contracts. The termination of the account can be made by e-mail, stating the e-mail address used (contact: kcid@kiongroup.com).

9.2 The right of both parties to terminate for cause remains unaffected. An important reason for KGA is in particular if the user violates obligations of these terms of use, legal regulations or rights of third parties and does not stop these violations despite previous warning and setting of a deadline as well as blocking of his KCID account if necessary.

10 Liability

10.1 KGA is liable without limitation for damages resulting from culpable injury to life, body or health, for grossly negligent or intentional acts as well as according to the provisions of the Product Liability Act. The same applies in case of breach of a warranty given by KGA.

10.2 Otherwise, KGA is liable for damages caused by slight negligence only in the event of a breach of material obligations arising from the contractual relationship, limited to the amount of the foreseeable damage typical for the contract. In this respect, essential obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place, whose non-fulfillment would jeopardize the purpose of the contract and on whose compliance the user regularly relies.

10.3 The above limitation of liability applies accordingly to the personal liability of representatives, employees and agents of KGA.

11 Changes to these Terms of Use

KGA reserves the right to change these Terms of Use at any time. The user will be notified of any such change and will be given the right to disagree and object to the change. If the user objects to a change in the Terms of Use, KGA reserves the right to terminate the contract with the respective user. The user will be informed about the consequences of an objection in the change notice.

12 Final Provisions

12.1 The contractual relationship with the user shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12.2 KGA may also use third parties as vicarious agents to provide the Services owed.

12.3 KGA is entitled to transfer all rights and obligations arising from these Terms of Use and the contractual relationship with the User as a whole to a company affiliated with KGA or to any other third party. In this case, KGA will inform the user at least four weeks in advance, whereby the User is free to terminate the contract.

¹ <https://www.kiongroup.com/en/Service/Privacy-Statement/>