

Terms of Use KION Central User ID

1. General Provisions

- 1.1 The KION Central User ID (hereinafter referred to as "**KCID**") is a central registration service for accessing various products and services offered by the KION Group. The provider of KCID is KION Information Management Services GmbH, Thea-Rasche-Strasse 8, 60549 Frankfurt am Main, Germany (hereinafter referred to as "**KIM**").
- 1.2 These Terms of Use govern the conditions for using KCID. They apply to all content, functionalities, and other services that KIM provides to KCID users ("**User**") under the terms of the usage relationship enabled through KCID (collectively referred to hereinafter as "**Services**").
- 1.3 Certain Services may be subject to additional or specific terms and conditions ("**Special Conditions**") that Users will be notified of in due time where applicable. In case of conflicts, such Special Conditions shall take precedence over these Terms of Use. Together, these general Terms of Use and any applicable Special Conditions will hereinafter be referred to collectively as the "**Terms of Use**".
- 1.4 KCIDs are set up for Users in connection with services the User booked through the KION Group. In cases where the Services are utilized by a natural person, such as an employee of the User, the User must ensure that the individual possesses the necessary authority to represent the User and is permitted to create a KCID for the User. The User is also responsible for ensuring that this individual complies with the obligations outlined in these Terms of Use.
- 1.5 KCIDs are assigned to the User and are also managed by the User. The User may request KIM at any time to suspend KCIDs for certain or all products and to retrieve the data stored within the KCIDs. The User must ensure internally that any conflicting rights of affected individuals are resolved in advance.

2. Scope of Use

- 2.1 The central registration service KCID is a single sign-on solution that allows Users and for them also their employees to log in to all participating services, websites, and online offerings using their KCID credentials following one-time registration and authentication. Once registered, the respective services can recognize the User as a registered user through an automated query without requiring additional authentication procedures.
- 2.2 KIM reserves the right to provide certain Services only in specific regions due to technical or legal reasons. If KIM implements technical measures for this purpose (e.g., geolocation based on the IP address of the internet connection being used), the User is prohibited from bypassing or disrupting these measures.
- 2.3 The User is granted a simple, non-transferable, and non-exclusive right to use the Services to the extent required for the proper and normal use of the respective Services. No further rights or claims are transferred to the User.
- 2.4 By agreeing to these Terms of Use, the User gives KIM permission to collect anonymized information about the usage of the KCIDs for the purpose of measuring the acceptance of its Services.

3. Registration

- 3.1 The use of the Services requires registration through KCID and the provision of necessary information (marked with *), such as a valid email address and a freely chosen password. Additionally, further information may be provided voluntarily.
- 3.2 Access credentials must be protected from unauthorized access and must not be shared with unauthorized third parties.
- 3.3 All information provided during the registration process must be complete and truthful. KIM reserves the right to temporarily or permanently suspend KCIDs, especially in cases of false information or unauthorized sharing of access credentials, and/or to terminate the contract with the User extraordinarily and without notice.
- 3.4 The registration process on the KCID platform can be simplified by using login credentials from the following social login providers:

Amazon

In this case, KIM retrieves basic user data, as well as the Amazon username, mobile phone number, and email address, from the user's Amazon account provided by Amazon EU S.A.R.L., Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855 Luxembourg (Amazon). KIM uses this data, as necessary, to establish, perform, and process the usage relationship between the user and KIM.

Google

In this case, KIM retrieves basic user data, as well as the Google username, email address, and Google ID, from the user's Google account provided by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA (Google). KIM uses this data, as necessary, to establish, perform, and process the usage relationship between the user and KIM.

LinkedIn

In this case, KIM retrieves basic user data, username, profile picture, mobile phone number, and email address from the user's LinkedIn account provided by LinkedIn Corporation, 1000 W. Maude Avenue, Sunnyvale, CA 94085, USA (LinkedIn). KIM uses this data, as necessary, to establish, perform, and process the usage relationship between the user and KIM.

Microsoft

In this case, KIM retrieves basic user data and the email address linked to the user's Microsoft account provided by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA. KIM uses this data, as necessary, to establish, perform, and process the usage relationship between the user and KIM.

- 3.5** By submitting the completed registration form, the User declares to KIM their offer to conclude a contract for the use of KCID under the inclusion of these Terms of Use.

4. Conclusion of Contract

- 4.1** The acceptance of the offer occurs through the activation of the respective KCID. KIM will only reject activation in significant cases, such as in the event of false information, misuse, or if no other contractual relationship exists with the User.
- 4.2** Once the KCIDs are activated, the User will gain access to the KCID as well as all other relevant information.
- 4.3** If the User utilizes paid services or makes purchases via a webshop, the applicable special conditions, particularly the General Terms and Conditions (GTC) and privacy policies for such offerings, will apply. The User will be informed of these separately.

5. Modifications to Services

KIM may further develop, supplement, modify, or remove Services at any time, including issuing updates, provided that the core functions of services booked through other agreements are not restricted. KIM will take the legitimate interests of the User into consideration when implementing such changes.

6. Specific Obligations and Responsibilities of the User

- 6.1** The User must not remove or alter copyright and proprietary notices contained in or associated with the Services.
- 6.2** In accordance with section 3.2, the User must ensure that access credentials to the Services they utilize are not made accessible to unauthorized third parties. The User is responsible for all actions carried out using their KCID access credentials. The User's payment obligation also applies to fees incurred due to third parties ordering paid services or concluding agreements via the User's KCIDs, provided the User is responsible for enabling such access.
- 6.3** The User is not allowed not make changes or take similar actions affecting the Services or the underlying systems that could impair or threaten the proper functioning of KCID or the Services.

7. Prices and Payment Terms

The use of KCID is free of charge. Any services subject to a fee will be clearly identified during the ordering process.

8. Availability and Performance Disruptions

- 8.1** To access KCID, an internet connection and a device compatible with the Services are required. The User is solely responsible for ensuring that they have all necessary hardware and software to technically access the Services.
- 8.2** KIM strives to ensure the continuous availability and error-free functionality of KCID and its Services. However, due to technical factors and dependencies on external influences—such as power outages, hardware and software malfunctions—guaranteeing uninterrupted availability is not possible.
- 8.3** From time to time, KIM performs maintenance on the servers and technical components used for KCID and its Services. These activities may temporarily impact the usability or availability of KCID. Where possible, KIM will carry out maintenance outside regular usage hours. Planned maintenance activities that foreseeably require a service

interruption will be announced to the User via email or within the Services. In such cases, KIM will, to the extent feasible, inform the User about the nature, extent, and duration of the disruption.

- 8.4 KIM reserves the right to limit access to KCID or its Services when necessary to ensure network security, preserve network integrity (including avoiding severe disruptions to the network, software, or stored data), ensure service interoperability, or protect data privacy. In cases of suspected misuse of KCID by third parties (e.g., hacking attempts), KIM may suspend the KCID until the matter is resolved or access credentials are updated. If the misuse is proven to have been caused deliberately by the User, KIM reserves the right to terminate the contract immediately and without notice.

- 8.5 If there is a suspicion of misuse, the User must promptly contact KIM either via hotline or email. Contact details can be found in the legal notice (Impressum).

9. Term and Termination of the Agreement

- 9.1 This usage agreement is concluded for an indefinite period and remains in effect until terminated by either party. The User or KIM may terminate the usage agreement at any time without a notice period. However, if the User has ongoing service agreements requiring a KCID, and no alternative provisions are specified in the respective Special Conditions, the KCID usage agreement may only be terminated after the termination of, or simultaneously with, these ongoing agreements. Alternatively, a replacement KCID may need to be created. Termination of the account can be requested via email by providing the registered email address (contact: kcid@kiongroup.com).

- 9.2 The right of both parties to terminate the agreement for cause remains unaffected. A cause for termination by KIM exists in particular if the User violates obligations under these Terms of Use, statutory provisions, or third-party rights and fails to resolve such breaches despite prior warning, setting of a deadline, and possible suspension of their KCID.

10. Limitation of Liability

- 10.1 Subject to the provisions of clause 10.2, KIM's liability, as well as the liability of third-party rights holders, to the User in connection with the provision of KCID for slight negligence is limited to damages that are typically foreseeable and arise from a breach of essential contractual obligations under these Terms of Use. An "essential contractual obligation" is one that is necessary for the proper execution of these Terms of Use, whose breach jeopardizes their purpose, and upon whose fulfillment you as the User may regularly rely. A damage is "foreseeable" if it was typically foreseeable at the time these Terms of Use were agreed upon. KIM excludes its liability, as well as the liability of third-party rights holders, for slight negligence with respect to non-essential contractual obligations.
- 10.2 The liability of KIM and third-party rights holders for gross negligence or intent, as well as for injury to life, body, or health, or due to fraud, is neither excluded nor limited by these Terms of Use.
- 10.3 If links to third-party websites, resources, or services are displayed on KCID pages, KIM has no control over the content of these websites, resources, or services. The use of such websites, resources, or services is subject to the usage terms and privacy policies of the respective third party. KIM assumes no liability for such sites or for damages arising from their use.
- 10.4 The above limitation of liability applies equally to the personal liability of representatives, employees, and agents of KIM.

11. Force Majeure

KIM excludes liability for delays or non-performance of KCID where such delay or non-performance is beyond its control or the control of third-party rights holders. This exclusion particularly applies to failures of electronic or mechanical equipment or communication channels, third-party access, telephone or other connectivity issues, computer viruses, unauthorized access, theft, operator errors, fire, extreme weather conditions (including floods, natural disasters), acts of regulators, governments, or supranational authorities, war, or civil unrest.

12. Third-Party Offers

- 12.1 KIM is authorized to offer additional products and services via its platform that are published by third parties in connection with their respective offerings of their own products and services.
- 12.2 In this case, KIM does not act as the provider, but merely advertises such offers. If Users wish to book these offers, they must do so directly with the respective provider. KIM assumes no liability for the content of such third-party offerings.

13. Changes to these Terms of Use

KIM reserves the right to amend these Terms of Use, particularly due to changes in legislation or to improve the functionality of KCIDs. Users will be notified of any amendments and will be granted the right to reject and object to

the changes. Should the User object to the amended Terms of Use, KIM reserves the right to terminate the agreement and any related contracts that require the User's KCID. The User will be informed of the consequences of such an objection as part of the amendment notice. Changes will be considered accepted by the User if they do not object within a period of four weeks following receipt of the amendment notice.

14. Final Provisions

- 14.1 The agreement entered into under these Terms of Use is subject to the law of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN CISG) and the German International Private Law provisions.
- 14.2 KIM does not participate in alternative dispute resolution procedures before consumer arbitration boards and is not legally obligated to do so.
- 14.3 KIM collects and stores the data of its Users necessary for business processing. In processing personal data, KIM complies with legal provisions. Details can be found in the privacy statement available online.
- 14.4 KIM may utilize third parties as agents to fulfill their obligations under this agreement.
- 14.5 KIM reserves the right to transfer all rights and obligations under these Terms of Use and the contractual relationship with the User in entirety to an affiliated company or another third party. In such cases, KIM will inform the User at least four weeks in advance, allowing the User to terminate the agreement if desired.

Effective March 2025