

# HEIDELBERG Customer Portal.

## Terms of Use.

As last amended in January 2025

### 1. SCOPE OF APPLICATION

**1.1** The HEIDELBERG Customer Portal Terms of Use (“Terms of Use”) govern the access to and the use of the HEIDELBERG Customer Portal. The HEIDELBERG Customer Portal is the cloud based customer portal of Heidelberger Druckmaschinen AG (“HEIDELBERG”) allowing users to access web-based applications (“Apps”) either free of charge or fee-based.

**1.2** The HEIDELBERG Customer Portal distinguishes between users and customers. A user is any natural person who creates a HEIDELBERG Account. A customer is a HEIDELBERG business client. Customers are shown as organizations on the HEIDELBERG Customer Portal. Apps on the HEIDELBERG Customer Portal will only be licensed and made available to organizations, whereas users will be required to be affiliated with an organization in order to be able to access any of the Apps. Any licensing of Apps by users of an organization requires verification of such organization by HEIDELBERG. Therefore, all Apps on the HEIDELBERG Customer Portal are intended solely for business clients and consumers will be excluded from concluding any contract on the use of Apps on the HEIDELBERG Customer Portal.

**1.3** Any user creating a HEIDELBERG Account for and on behalf of a customer and managing the customer’s organization through such HEIDELBERG Account shall be subject to the present Terms of Use, which will explicitly refer to the customer. In creating an organization on the HEIDELBERG Customer Portal in accordance with clause 4 and verifying such organization with HEIDELBERG, the user will act for and on behalf of the customer.

**1.4** Each App will be accessed and used through the HEIDELBERG Customer Portal, which, in turn, shall require the respective customer to license such App. Additionally, the access to and use of each App will be subject to the respective privacy policy and terms of use of such App (“App Terms”).

**1.5** The use of the HEIDELBERG Customer Portal and each App shall be exclusively subject to the present Terms of Use as well as to the respective App Terms, the German version of which shall take precedence over any translation provided, if any. Any general terms and conditions of the customer shall not apply and are expressly excluded.

## 2. REGISTRATION

**2.1** Access to the HEIDELBERG Customer Portal requires each user to register a HEIDELBERG Account. The access to and use of the HEIDELBERG Customer Portal will be subject to both the present Terms of Use and the privacy policy as amended at the time of registration.

**2.2** The initial registration as well as any subsequent login to the HEIDELBERG Customer Portal will require each user to have a HEIDELBERG Customer Portal Account. If an user accesses the HEIDELBERG Customer Portal without an existing HEIDELBERG account, the user will be prompted to register and to create a HEIDELBERG account.

**2.3** After having completed the registration process, a confirmation e-mail will be sent to the e-mail address specified by the user during registration. Access to the HEIDELBERG Customer Portal will be activated after the e-mail address has been confirmed via the activation link. Thereby, a contract on the use of the HEIDELBERG Customer Portal comprising the present Terms of Use will be effectively concluded between HEIDELBERG and the user ("License").

## 3. CONTENT AND AVAILABLE SERVICES

**3.1** Access to the HEIDELBERG Customer Portal and the HEIDELBERG Account will be free of charge to each user.

**3.2** Access to the HEIDELBERG Customer Portal is provided via the Internet. The service transfer point enabling access to the HEIDELBERG Customer Portal will be the outgoing gateway of the data center of the cloud service provider contracted by HEIDELBERG. The user shall bear sole responsibility for the availability of the required devices in order to be able to access the Internet. The user shall further bear any and all costs for their Internet connection, as well as all mobile data fees. A standard internet browser with current security updates is mandatorily required to use the HEIDELBERG Customer Portal.

**3.3** The HEIDELBERG Customer Portal is available to users in all countries specified in the HEIDELBERG Customer Portal designated **country list**. As HEIDELBERG is continuously expanding, the aforementioned list may be amended at any time and the geographical availability may change accordingly. HEIDELBERG excludes all liability for damages or statutory violations resulting from a user accessing the HEIDELBERG Customer Portal from a country which is not a designated country within the meaning of this provision – for example, by evading technical access barriers established by HEIDELBERG.

**3.4** HEIDELBERG reserves the right to temporarily deactivate the HEIDELBERG Customer Portal or individual Apps for security reasons (e.g. in the event of security gaps) or other material reasons.

**3.5** In consideration of the current state of the technology, the provision of the HEIDELBERG Customer Portal or individual Apps may be subject to restrictions, in particular in the event of malfunctions or limitations beyond Heidelberg's sphere of influence. This shall apply to, for example, the lack of availability, the reduced capacity of mobile data or other connections to the Internet. Limitations may further occur due to events of force majeure such as strikes, lock-outs and orders imposed by the authorities or due to technical and other malfunctions or actions (e.g. repair, maintenance, software updates, enhancements) pertaining to Heidelberg's systems and services or to upstream and downstream service providers required for the appropriate or improved provision of services.

**3.6** The layout and contents of the HEIDELBERG Customer Portal and the Apps are protected by copyright law. Therefore, any duplication and storage of contents such as texts, images, videos, audio files, and graphics provided or made available by or on the HEIDELBERG Customer Portal or an App shall not be permitted, unless otherwise provided for in the applicable app terms of such app or HEIDELBERG has issued its prior express consent to this effect in writing. None of the provisions of the present Terms of Use shall confer to the user any kind of registered or unregistered intellectual property right, nor shall any other right thereto be conferred to the user by the provisions contained herein. The user will solely be granted a right to make proper use of their HEIDELBERG Account during the term as set forth in clause 6 of the present Terms of Use. The same shall apply to all licensed Apps. Unless otherwise provided for in the app terms applicable to such App, the user will solely be granted the right to make proper use of said App for the duration agreed upon in the respective order.

**3.7** The integration of the HEIDELBERG Customer Portal or any of the Apps in other online presences or in frames shall be prohibited without the prior express consent of HEIDELBERG to be issued in writing. Access to data on the HEIDELBERG Customer Portal or in any App is permitted exclusively by way of the user interfaces provided, unless otherwise provided for in the applicable app terms of such app or HEIDELBERG has issued its prior express consent to this effect in writing.

**3.8** Any user causing a breach of the provisions of clause 3.6 or 3.7 shall be liable for damages vis-à-vis HEIDELBERG. Any user causing such breach of the provisions of clause 3.6 or 3.7 shall further indemnify HEIDELBERG from any and all claims brought forward against HEIDELBERG by third parties due to the breach and reimburse any and all costs incurred by HEIDELBERG in that regard, including any costs for legal counsel.

**3.9** No documentation, online training or other information material provided by HEIDELBERG through the Apps ("Digital Content") shall confer to the user any kind of right to arbitrarily access certain currently available Digital Content or any Digital Content available in the future, unless so stated expressly in the respectively applicable app terms or agreed by way of separate contract. HEIDELBERG shall reserve the right to amend or remove any such Digital Content.

**3.10** Content and services available on the Apps as well as the technical requirements for their use have been outlined in the respective app terms. Exclusively the provisions on content and available services as set forth in the present Terms of Use and the respective app terms shall be authoritative for the quality of the HEIDELBERG Customer Portal and the Apps as well as any of the services provided through them. Any additional liability of HEIDELBERG for the quality of the HEIDELBERG Customer Portal and the Apps as well as any of the services provided through them beyond the aforementioned scope shall be excluded and no public statement or advertisement by HEIDELBERG or its employees shall entitle the user to derive any kind of claim as to such additional liability, unless HEIDELBERG has expressly assumed such additional liability for quality in writing.

**3.11** HEIDELBERG is continuously improving both the functionality and the scope of the HEIDELBERG Customer Portal and the Apps. Therefore, HEIDELBERG reserves the right to expand the services provided in terms of functionality or to add new services and to amend these Terms of Use accordingly. Any such amendment to the Terms of Use will be notified to each user by e-mail in advance and shall be deemed accepted in the absence of any written objection by the user to be submitted within a month after such notification. Each user will be prominently advised of the aforementioned consequence of the user's failure to object. In the case of an objection, HEIDELBERG and the user respectively may terminate the contract in accordance with Section 6.

## **4. VERIFICATION OF CUSTOMER ORGANIZATIONS AND ADDING USERS**

**4.1** By verifying an organization, the customer shall become subject to the present Terms of Use governing the use of the HEIDELBERG Customer Portal. Such verification of an organization constitutes the effective conclusion of a contract on the use of the HEIDELBERG Customer Portal ("License") between HEIDELBERG and the respective customer. This contract shall further govern the use of Apps on the HEIDELBERG Customer Portal.

**4.2** For a user to be able to create and verify organizations for and on behalf of a customer on the HEIDELBERG Customer Portal, the user is obligated to select one of the following options for verification. The user either

- A.)** uses a default organization as provided by HEIDELBERG, to which the customer has been invited via e mail,
- B.)** requests access to the HEIDELBERG Customer Portal by way of a properly licensed Prinect software product and uses a default organization provided in said software by HEIDELBERG, or
- C.)** requests verification of an organization created by a user on the HEIDELBERG Customer Portal.

**4.3** In the course of the verification process, the user shall provide HEIDELBERG with all required documentation and evidence in order to correctly establish their affiliation with the requested organization.

**4.4** After successful verification of the HEIDELBERG Account, the user will be designated as the organization owner who carried out the verification process with their account or who was designated and authorized as organization owner by the customer during verification. Organization owners will be responsible for the immediate implementation of any changes in the organization's users, including the removal of users from the organization. They may further use app-internal authorization policies in order to determine the scope of access to the organization's Apps granted to each user.

**4.5** By making Apps available to verified organizations on the HEIDELBERG Customer Portal, confidential information and critical business processes may become accessible, depending on the specific App. In any such case, the customer shall be solely responsible to ensure proper use of the respective App by all users assigned to their organization. The customer shall further ensure the following:

**A.)** All users comply with these Terms of Use and the app terms for the Apps made available to the users of the customer's organization;

**B.)** Access to confidential information, critical business processes, and other contents through the organization shall exclusively be granted to such users as intended by the customer. By way of app-internal role assignment and authorization policies as well as through careful selection of users to be added to and removed from the organization, the customer shall manage the disclosure of information and contents as well as the access to processes by all users of the customer's organization. The customer shall further ensure all users of their organization to be obligated to treat confidential all information provided on the HEIDELBERG Customer Portal and the Apps.

**4.6** The customer shall indemnify HEIDELBERG from all claims brought against HEIDELBERG by third parties due to the violation of their rights by the customer or by the users of the customer's organization in connection with their use of the HEIDELBERG Customer Portal or the Apps, for which the customer is responsible. The customer shall further bear any and all legal costs thusly incurred by HEIDELBERG, including attorney's fees.

**4.7** A change of the organization owner shall require a corresponding request to be submitted to HEIDELBERG within 30 days. The organization owner to be replaced shall designate the new organization owner who shall, in turn, provide all documentation and evidence required to correctly establish their affiliation with the customer.

## 5. OBLIGATIONS OF THE USER

### 5.1 Setup and management of the user account:

- A.)** The user shall ensure all information provided for the account to be both current and correct for the entire duration of their use of the HEIDELBERG Customer Portal.
- B.)** The user shall select a secure password for their HEIDELBERG Account and keep the password confidential. The user shall protect their password and access to their HEIDELBERG Account from unauthorized access and shall not disclose it to other persons.
- C.)** Any unauthorized access to a user's HEIDELBERG Account or any other impairment of their login data shall be immediately reported to HEIDELBERG by the affected user. Such user shall further take any and all reasonable steps to prevent further unauthorized access.

### 5.2 Compliance with IT security obligations:

- A.)** The user undertakes not to upload any illicit documents, viruses, trojans or other malicious code.
- B.)** The user undertakes not to act in any way that could impair or disrupt the availability and functionality of the HEIDELBERG Customer Portal or affect its visual appearance.

**5.3** The user guarantees that it holds the necessary rights for all content protected by intellectual property rights (including documents, images, audio files, and videos) that is transferred to HEIDELBERG as part of the use of the HEIDELBERG Customer Portal and expressly grants to HEIDELBERG a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use this content insofar as this is necessary for making services available as part of the HEIDELBERG Customer Portal. Rights of use to the contents of print orders are only granted insofar as it is required for processing such print orders in a technical sense within the scope of the Apps. The details are regulated in the respective app terms.

**5.4** The user undertakes not to infringe upon or impair in an unlawful manner any laws or rights of third parties, in particular moral rights and intellectual property rights, or to infringe other provisions of these Terms of Use (hereinafter referred to as "Prohibited Content") as a result of their use of the HEIDELBERG Customer Portal or the Apps and of content transmitted to HEIDELBERG in the context of the use of the HEIDELBERG Customer Portal or the Apps (e.g. by uploading images and posting texts). Any Prohibited Content found in the cloud by either HEIDELBERG or a cloud service provider contracted by HEIDELBERG to operate the HEIDELBERG Customer Portal shall be notified to the user. HEIDELBERG Customer Portal and/or the cloud service provider may thereupon require the user to remove such Prohibited Content from the cloud or block the user's access thereto. Any so-notified Prohibited Content shall be removed by the user immediately, however, no later than two (2) business days after such notification. If the user fails to comply, HEIDELBERG and the cloud provider will be entitled to remove such Prohibited Content or, where this is not possible, to block or suspend the user's access thereto. HEIDELBERG and the respective cloud service provider shall be authorized to remove such Prohibited Content and to block access thereto without prior notification if so required by applicable law or by any order issued by a competent court or authority. The user will be notified of such removal or blocking insofar as HEIDELBERG and/or the respective cloud service provider are permitted to do so. Repeated breaches of the present provision shall entitle HEIDELBERG and/or the cloud service provider to delete and terminate the user's HEIDELBERG Account without notice. HEIDELBERG is entitled to store the Prohibited Content in compliance with relevant data protection provisions for the purpose of retaining evidence in a judicial or regulatory proceeding.

## 6. TERM AND TERMINATION

**6.1** There are no timely restrictions to the use of a HEIDELBERG Account. The user may delete their HEIDELBERG Account at any time and therefore terminate the License for the HEIDELBERG Customer Portal with immediate effect.

**6.2** HEIDELBERG is able to terminate the License for the HEIDELBERG Customer Portal without cause with thirty (30) days' notice. HEIDELBERG will inform the user thereof using the e-mail address specified in the account.

**6.3** If a HEIDELBERG Account is not used for 300 days ("inactivity"), HEIDELBERG will inform the user thereof by e-mail. If the user fails to subsequently log into their HEIDELBERG Account within 14 days, HEIDELBERG shall be entitled to deactivate the account. HEIDELBERG is then entitled to terminate the User Contract with immediate effect and to delete the account, unless otherwise required by statutory retention obligations.

**6.4** HEIDELBERG shall be entitled to terminate any License for the HEIDELBERG Customer Portal for cause with immediate effect and without notice and to immediately delete such HEIDELBERG Account, whereas a cause shall be constituted in case of Prohibited Content having been uploaded by the respective user within the meaning of Section 5.4 or if the user is repeatedly or substantially in breach of these Terms of Use. HEIDELBERG shall be entitled to block access to the HEIDELBERG Customer Portal for any user located in a country not listed as designated country and to terminate such user's License with immediate effect, as well as to delete the HEIDELBERG Account in question.

**6.5** Upon termination of the License and deletion of the HEIDELBERG Account, the user's access to the HEIDELBERG Customer Portal and the data stored there will be terminated. Upon termination of the License and deletion of the account, HEIDELBERG shall be entitled to delete any remaining data, unless otherwise required by statutory retention obligations.

**6.6** The termination of an organization owner's License will automatically result in the termination of all Licenses granted to such organization owner for use of the Apps. In case of a regular termination of the organization owner's License resulting in the termination of each of their Licenses for fee-based Apps, the customer shall be reimbursed on a pro rata basis for the monthly fees already paid for the month no longer fully provided, whereas the time at which the termination becomes effective shall be authoritative. Any termination for cause, however, shall exclude such reimbursement.



## 7. DATA PROTECTION

HEIDELBERG provides services in accordance with the relevant provisions of applicable data protection laws. The current **Privacy Policy**, as amended, shall apply; HEIDELBERG will provide the user with the Privacy Policy as last amended at the time of contract conclusion in conjunction with these Terms of Use. If and insofar as HEIDELBERG processes the customer's personal data to provide services, the customer shall conclude a separate agreement with HEIDELBERG in compliance with the requirements of Art. 28 GDPR, which covers data processing within the scope of the provision of services.

## 8. USE OF DATA RELATING TO IDENTIFIED INDIVIDUALS

For the use of the HEIDELBERG Customer Portal and individual Apps, for connection of a printing press, a prepress or postpress machine to the HEIDELBERG Remote System or the use of further services, for the continuous improvement of its delivery items and services, as well as for the development of new project deliverables and services, HEIDELBERG regularly transfers data generated at the customer's sites, at HEIDELBERG, or in connection with the services offered by HEIDELBERG or companies affiliated with HEIDELBERG within the meaning of Section 15 of the German Stock Corporation Act from the customer or from cloud services offered via HEIDELBERG or companies affiliated with HEIDELBERG within the meaning of Section 15 of the German Stock Corporation Act to HEIDELBERG or a service provider contracted by HEIDELBERG. The interval and scope of these transfers shall be freely determined by HEIDELBERG. This involves machine- and device-specific or other technical data, such as software status, totalizer status, licenses, machine configuration, technical job data such as paper format, print speed, number of waste sheets, quality information, information on the process flow, usage data such as technical resource consumption or statements on function usage, or information on machine consumption. Personal data shall not be transmitted on the basis of this provision. HEIDELBERG Customer Portal shall be entitled to use this data (i) for the services to be provided to the customer, in particular for problem analysis and error diagnosis in the event of malfunctions, for continuous quality improvement of the project deliverables and for customer relationship management purposes, and (ii) for commercial purposes vis-à-vis the customer and third parties, such as benchmarking, consulting services, promotional materials, insofar as these are permitted by law, the improvement of existing products and the development of new products. HEIDELBERG is entitled to pass on the data to third parties in anonymized form and to use it commercially. Heidelberg's use of such data as described hereinabove shall not be restricted, neither by territory nor in terms of time. HEIDELBERG shall be entitled to transfer all rights of use to the data to third parties. The collection and use of such data by HEIDELBERG shall comply with all applicable statutory provisions, including but not limited to such provisions pertaining to business and trade secrets as well as existing confidentiality agreements.



## 9. LIABILITY

**9.1** The liability of HEIDELBERG for damages incurred in connection with the use of the HEIDELBERG Customer Portal and the Apps shall be limited to the scope of applicable statutory provisions, regardless of the legal grounds, as well as to the scope of the following provisions:

**A.)** HEIDELBERG shall be fully liable for all damages arising from injury to life, limb or health as well as for all damages due to intentional or grossly negligent acts on the part of HEIDELBERG, its legal representatives or agents as well as for all damages due to non compliance with a guarantee given by HEIDELBERG or due to fraudulently concealed defects.

**B.)** HEIDELBERG shall be liable on the merits for all other damages resulting from a slightly negligent breach of material contractual obligations by HEIDELBERG, its legal representatives or agents. All obligations the fulfillment of which facilitate the proper performance of the contract in the first place and on compliance with which the contractual partner may regularly rely on shall be deemed material to the contract (cardinal obligations). Such liability shall be limited to the amount of the compensation due for the foreseeable damage typical for the type of contract. Any other liability shall be excluded.

**C.)** HEIDELBERG shall not be held liable for any indirect damages resulting from poor performance due to any failure to act with due care, such as downtimes, production losses, loss of profit, and additional consumption of material.

**D.)** Strict liability for defects that already existed at the time of contract is excluded. Notwithstanding the other provisions of this clause, HEIDELBERG shall only be liable for initial defects to the extent that HEIDELBERG is at fault.

**E.)** Liability under the German Product Liability Act shall remain unaffected by the above provisions.

**9.2** The user is obligated to take appropriate measures to prevent and mitigate damages and in particular, where technically feasible, to ensure appropriate back-ups of their data. Liability for data loss or damaged data shall be limited to the typical recovery costs that would have been incurred if back-ups had been made regularly and in due consideration of the risks involved, and adequate virus protection had been used.

**9.3** Claims for damages against HEIDELBERG from delay based on failure to act with due care shall be excluded; the customer's statutory rights after expiry of a reasonable grace period shall remain unaffected thereby.

**9.4** The services provided to users via the HEIDELBERG Customer Portal and the Apps will occasionally require the user to carry out actions such as implementing suggested measures and responding to notifications. These actions are to be carried out at the user's own discretion and independently by the user, whereas HEIDELBERG shall have no way of influencing any such action. These actions are further subject to local conditions. They require a performance to be made by the respective user without any compensation. HEIDELBERG accepts no liability for the success of these actions or for any damages arising from such actions as carried out by the user. Advice provided by HEIDELBERG employees to users which falls outside the scope of the contract is provided as a courtesy. HEIDELBERG accepts no liability in this respect, and this shall apply accordingly to any assistance so granted.

**9.5** HEIDELBERG shall not be liable for damages resulting from data required for the provision of services being transmitted incorrectly to HEIDELBERG by the user, the customer and/or third parties without any fault of HEIDELBERG therein.

## **10. FINAL PROVISIONS**

**10.1** Neither the HEIDELBERG Account nor the rights and obligations pertaining thereto may be assigned to third parties without the prior written consent of HEIDELBERG.

**10.2** These Terms of Use and the resulting user relationship between the user and HEIDELBERG and between the customer and HEIDELBERG shall be governed by the substantive law of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

**10.3** The place of jurisdiction for all disputes shall be Mannheim, Germany, if the user is a merchant within the meaning of the German Commercial Code. If the user is a merchant within the meaning of the German Commercial Code, the exclusive place of jurisdiction for all disputes - international or otherwise - shall be Mannheim, Germany. The same shall apply to entrepreneurs within the meaning of Section 14 of the German Civil Code. However, HEIDELBERG shall further be entitled to bring an action at the user's general place of jurisdiction. Any preceding statutory provisions, included but not limited to such pertaining to exclusive jurisdiction, shall remain unaffected hereby.

**10.4** Should one or more of the above provisions be or become, in full or in part, invalid, the remaining provisions will remain in full force and effect.