

Terms of Use for the User Portal "MyBCW Account"

for the event "**Bosch ConnectedWorld 2022**" in Berlin, Germany

These Terms of Use ("**Terms of Use**") apply for users ("**User**") regarding the access to and the use of the User Portal MyBCW Account ("**Platform**") and the Service Offerings including the online platform "BCW.online", offered by Bosch.IO GmbH, Ullsteinstr. 128, 12109 Berlin, Germany, www.bosch.io (hereinafter: "**Bosch.IO**").

Bosch.IO operates the Platform and Service Offerings for businesses only and does not accept consumers within the meaning of § 13 of the German Civil Code [BGB] as Users.

1. Scope of Terms of Use

- 1.1 Bosch.IO provides the access to the Platform and the use of the Service Offerings exclusively on the basis of these Terms of Use.
- 1.2 The User, in case of an individual, warrants that it is lawfully able and has the capacity to enter into contracts (e.g. he is not a minor). If any person is entering into this agreement as a representative for an entity, such as the company for which it is working for, such person warrants to Bosch that its company is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated and that it has legal authority, permission, resolution or power of attorney to bind that company.
- 1.3 Any other provisions, in particular any general terms and conditions of the User, shall not be effective.
- 1.4 Bosch.IO is entitled to commission any Service Offering from third parties acting as subcontractors.

2. Account, Users and Notices

- 2.1 The access to the Platform and the use of the Service Offerings requires a Registration. Individual Service Offerings may be restricted from case to case depending on access options for different groups of Users (e.g. event partner, speaker applicants, attendees).
- 2.2 User must provide certain information required by Bosch.IO to open an Account ("**Registration**").
- 2.3 The data requested by Bosch.IO for the Registration must be stated completely and correctly, e.g. company name, current address, VAT identification number (if applicable), telephone number, valid e-mail address and a representative's name ("**Registration Data**"). The Registration of a legal person may only be carried out by an authorized natural person, who must be mentioned by name.
- 2.4 By submitting Registration Data, User is making Bosch.IO an offer to conclude a contract based on these Terms of Use. After submitting the Registration Data, these are validated by Bosch.IO for completeness and plausibility. If the Registration Data is correct, Bosch.IO shall decide on whether to accept User's offer at Bosch.IO's own discretion. If User's Registration is not confirmed by Bosch.IO within a reasonable time, User shall no longer be bound by User's offer. If a confirmation is received, a user relationship shall be established on the basis of these Terms of Use until the closure of the Platform. Until that date, User shall be entitled to use the Platform and the Service Offerings in accordance with these Terms of Use.
- 2.5 All notices will be sent in electronic form to the email address associated with the Account.
- 2.6 User is liable for all activities performed under User's Account, except where there is no fault.
- 2.7 Bosch.IO shall strive to ensure that the Platform and the Service Offerings can be used during the Event with as little interruption as possible within the scope of its technical and operational possibilities (minimum target availability of 95%). However, this shall not apply to times in which the Platform and/or Service Offerings are unavailable due to technical or other malfunctions

(e.g. interruption in the electricity supply, hardware and software errors, and technical problems in the data lines) for which Bosch.IO is not responsible.

- 2.8 As far as the Platform and the Service Offerings are provided free of charge, there are no warranties and there is no right to access or use the Platform and the Service Offerings without interruption. Bosch.IO does not warrant that the access to the Platform and the use of Service Offerings will not be impaired by downtime, maintenance activities, further developments, updates and upgrades or malfunctions. Technical malfunctions also can, however, give rise to temporary restrictions or interruptions.

3. Obligations in Electronic Commerce

- 3.1 The User may order Products by using the Platform.
- 3.2 The Products are defined under Section 15.
- 3.3 The Listing of a Product via the Platform does not constitute a binding offer. Only the ordering of a Product by the User is a binding offer by the User. The contractual relationship is established when the User receives a confirmation e-mail about the acceptance of the offer.
- 3.4 The fees for the Products are based on the respective price lists displayed in the Platform.
- 3.5 The following general obligations in electronic commerce do not apply to the Subscription of Products via the Platform:
- a) provision with reasonable, effective, and accessible technical measures with the help of which the User may identify and correct input errors prior to making his order according to § 312i para. 1 sentence 1 no. 1 German Civil Code [BGB];
 - b) communicate to the User clearly and comprehensibly the information specified in Article 246c of the Introductory Act to the Civil Code [*Einführungsgesetz zum Bürgerlichen Gesetzbuch*] in good time prior to sending his order according to § 312i para. 1 sentence 1 no. 2 German Civil Code [BGB]; and
 - c) confirmation of the receipt of the order without undue delay according to § 312i para. 1 sentence 1 no. 3 German Civil Code [BGB].

4. User's Duties

- 4.1 The User is obliged to provide in due time reasonable cooperation required from User. Therefore User is
- a) obliged to immediately change all initial passwords which are assigned to him into passwords known only to the User. User is required to carefully store User's Access Credentials and protect them from unauthorized access. If a User becomes aware that a third party has used User's Access Credentials, he is required to notify Bosch.IO immediately;
 - b) obliged to correct the information in User's Account immediately, if, after the Registration, the indicated data changes;
 - c) responsible to ensure that the Service Offerings and Products meet User's requirements in terms of capacity, reliability and security;
- 4.2 User shall not:
- a) Intentionally access, tamper with, or use non-public portions of the Platform and the Service Offerings or the technical delivery systems of Bosch.IO's providers;
 - b) Use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Platform and/or the Service Offerings other than via documented API endpoints;
 - c) Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform and/or the Service Offerings;
 - d) Attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to

discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Platform and/or the Service Offerings;

- e) Attempt to probe, scan or test the vulnerability of the Platform and/or the Service Offerings or breach or impair or circumvent any security or authentication measures protecting the Platform and/or the Service Offerings;
- f) Frame or mirror the Platform and/or the Service Offerings; or
- g) Use any device, software, or routine that interferes with any application, function, or use of the Platform and/or the Service Offerings, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

5. Usage Rights

- 5.1 Bosch.IO hereby grants to User the limited, non-exclusive, non-sub-licensable, revocable and non-transferable right to access the Platform and use the Service Offerings solely in accordance with this Terms of Use, during the term as provided in Section 12.1.
- 5.2 Provided that Bosch.IO makes new versions, updates, upgrades, modifications or extensions of the Platform and the Service Offerings available or carries out other changes with respect to the Platform and the Service Offerings, the provisions of Section 5 shall also apply thereto.
- 5.3 User shall have no rights which are not explicitly granted to the User under these Terms of Use. User shall not be entitled to use the Platform and the Service Offerings beyond the scope of use granted in these Terms of Use or make the Platform and the Service Offerings available to third parties. In particular, it is not permitted to duplicate the Platform and the Service Offerings or to provide it for use for a limited period of time, in particular not to lease it or loan it.
- 5.4 If User violates any of the provisions of this Section 5, Bosch.IO shall be entitled to and reserves the right to suspend User's access to the Platform and the Service Offerings in accordance with Section 9, provided that such suspension remedies the violation. User shall be informed prior to such suspension. In case of repeated violations by the User, Bosch shall be entitled to terminate the Account for cause, unless User is not responsible for the violation.

6. Intellectual Property

- 6.1 Bosch.IO and its licensors own all right, title, and interest in and to the Platform and the Service Offerings, and all related technology and intellectual property rights.
- 6.2 It is not permitted to remove notices and notations in the Service Offerings that refer to confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights.

7. User Content

- 7.1 Bosch.IO may enable the User to post, upload, store, share, send, or display his own content ("**User Content**") via the Platform and/or the Service Offerings and make it available to third parties, subject to the following provisions.
- 7.2 The User commits towards Bosch.IO not to transmit any User Content that violates the Terms of Use, applicable law, or good morals, in terms of content, form, design, or in any other manner. In particular, the User commits to observing the applicable law (e.g. criminal, competition, and youth protection law) when transmitting User Content and to not infringing any third-party rights (e.g. name, trademark, copyright, picture and data protection rights).
- 7.3 As far as a Service Offering is available to the User to allow the User to communicate and interact with other users, the User may not post, transmit or upload:
 - User Content that is pornographic, defamatory, immoral, obscene, fraudulent, demagogic, glorifying violence, counter to the constitution, abusive, vulgar, hateful, bigoted, racially offensive, liable to corrupt the young, or that discloses private or personal matters concerning any person. This includes language, information, or images;
 - User Content that is threatening, defamatory or abusive;
 - User Content that includes untrue facts or criticism;

- User Content that contains trade and company secrets of natural or legal persons or other content for which the User is not authorized - for example on the basis of an NDA;
- User Content that violates applicable antitrust and competition laws. This includes any discussions or unilateral disclosure of information relating to prices, price components, terms and conditions of supply/ service agreed with customers or suppliers, capacities, sales policies, sales territories and customers allocations, costs, technical know-how, investments, market entries of new products, technologies and services;
- Political or religious statements or commentary;
- Any material for which the User doesn't have the right to transmit under law (such as copyright, design rights, trade secret, securities or antitrust and competition laws) or under contractual or fiduciary relationships (such as an NDA);
- Language that promotes illegal activity or discusses illegal activities with the intent to commit them. This includes any message that solicits or promotes the use of an illegal substance;
- Advertising, promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, or charitable appeals. This includes advertising links in signatures.
- Any file or link to a file that contains viruses, corrupted files, Trojan Horses, or any other contaminating or destructive features that may damage someone else's computer system;
- Messages designed to evade profanity or other filters;
- Personal phone numbers, addresses, email addresses and other private information, such as social security numbers, or other contact information that is User's own;
- Hyperlinks that lead to sites that violate this use policy regulations;
- Intentionally violate any other applicable law or regulation while accessing and using the Portal and/or Service Offerings;
- Interfere in any way with the operations in the Portal and/or Service Offerings or with a fellow User's message box, including but not limited to mail or "post" bombing, news bombing, spamming, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking.

Bosch.IO may set additional rules of conduct for the communication and interaction of the User with other users.

- 7.4 User is obliged to promptly report any infringements or violations of the above stated use policy regulations.
- 7.5 The User shall remain the owner of his User Content.
- 7.6 By transmitting User Content, the User grants Bosch.IO an irrevocable, non-exclusive, royalty-free right of use to the User Content, without limitation in terms of space, time, and content and transferable to third parties for the purpose of providing the Platform and/or Service Offerings. Bosch.IO shall be entitled at any time to use, edit, in particular to change, shorten, supplement, and combine the User Content with other content and advertising material, and to exploit the User Content for the purposes stated in this Terms of Use. Bosch.IO shall not be entitled to use the User Content for any other purposes. The right of use shall include in particular the right of reproduction, the right of distribution, and the right of public display, in particular the right of making available to the public.
- 7.7 The User waives his right to be cited as the author.
- 7.8 As far as Bosch.IO explicitly offers the option of removing User Content, the above right of use and exploitation shall expire upon deletion of the User Content. However, Bosch.IO shall have the right to retain copies made for backup and/or verification purposes, subject to data protection rules.
- 7.9 The User shall be fully responsible for the User Content posted by him. Bosch.IO does not assume any responsibility for reviewing the User Content for being complete, accurate, legal, up to date, of high quality, and suitable for a specific purpose.

- 7.10 Bosch.IO shall be entitled to refuse posting of User Content and/or to edit, block, or remove User Content already posted without prior notice if posting of User Content by the User or the posted User Content itself violates these Terms of Use or any legal regulations, or if the User has otherwise culpably violated contractual obligations.

8. Third-Party Content

- 8.1 The content the Platform and/or the Service Offerings does not originate exclusively from Bosch.IO but may in part come from other users, or other third parties ("**Third-Party Content**").
- 8.2 Bosch.IO does not review any Third-Party Content for completeness, accuracy, and legality and does not adopt it as its own. In particular, Bosch.IO does not review the security aspects related to Third-Party Content. Therefore, Bosch.IO does not assume any warranty for the Third-Party Content being complete, accurate, legal, and up to date. This shall also apply concerning the quality of the Third-Party Content and its suitability for a particular purpose, also as far as Third-Party Content on linked external websites that may be viewed by way of framing is concerned.
- 8.3 Bosch.IO shall, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third-Party Content (or any part of these). If necessary, it shall take appropriate measures to remove such situations. In particular, Bosch.IO shall immediately remove any illegal Third-Party Content as soon as Bosch.IO becomes aware of its illegality and as far as this is technically possible.

9. Suspension

- 9.1 Bosch.IO may suspend User's access to the Platform and/or the Service Offerings, if Bosch.IO reasonably determines that
- a) the User Content and/or the User's use of the Platform and/or the Service Offerings
 - pose a security risk to the Platform and/or the Service Offerings and/or any third party,
 - may adversely impact the Platform and/or the Service Offerings or the systems of any other User,
 - infringes any applicable law or any third party right,
 - may subject Bosch.IO, Bosch.IO's Affiliates, or any third party to liability, or
 - may be fraudulent or in any other way offensive;
 - b) the User is in breach of this Terms of Use; or
 - c) the User is delinquent on its payment obligations for more than 30 days.
- 9.2 Bosch.IO will notify User about the suspension by email prior to the suspension unless due to the seriousness and urgency of the matter Bosch.IO needs to act immediately and is unable to provide prior notice. The suspension shall be revoked as soon as the User has resolved the problem giving rise to the suspension.
- 9.3 The right of Bosch.IO to suspend User to access the Platform and/or the Service Offerings is in addition to Bosch.IO's right to terminate these Terms of Use pursuant to Section 12 and other remedies that Bosch.IO may have under the applicable law.

10. Limitation of liability of Bosch.IO

- 10.1 Liability for paid usage of Platform, Service Offerings and Products
- a) Bosch.IO shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of the Product Liability Act [Produkthaftungsgesetz; ProdHaftG], (iii) at the scope of a guarantee assumed by Bosch.IO, and (iv) in the event of violation of life, body, or health of a person.
 - b) In cases of negligently caused property damage and financial loss, Bosch.IO shall only be liable in the event of a breach of a material contractual obligation. However, the amount shall be limited to the damage foreseeable and typical for the contract at the time the

contract was concluded. Material contractual obligations shall be such obligations the compliance with which characterizes the contract and that the User may rely on.

- c) Liability shall be excluded in all other respects.

10.2 Liability for free of charge usage of Platform and Service Offerings

- a) Within the scope of the use of the Platform and the Service Offerings free of charge, Bosch.IO shall only be liable in accordance with the statutory provisions in the event of intent or gross negligence.
- b) Liability shall be excluded in all other respects.

10.3 Legally provided limitations of liability (e.g. according to § 10 of the Product Liability Act) that deviate from the above liability provisions in Bosch.IO's favor shall remain unaffected.

10.4 The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of Bosch.IO as well as to the personal liability of employees, representatives, and bodies of Bosch.IO and to claims for reimbursement of expenses.

10.5 The above provisions shall not include any change to the burden of proof to the disadvantage of the User.

11. Indemnification

If any claims are asserted against Bosch.IO due to an alleged or actual infringement and/or violation of third-party rights, the User shall indemnify Bosch.IO against any third-party claims, including any damage arising from them (e.g. costs for appropriate legal defense) that result from actions of the User in connection with use of the Platform and/or the Service Offerings and for which the User is responsible.

12. Term and Termination

12.1 The term of this Terms of Use commences with the date of Registration and will remain in effect until the closing of the MyBCW Account after the end of the Event.

12.2 The right to termination for cause shall not be affected for either party.

12.3 Effect of Termination

Upon the effective date of termination

- a) the Platform including the Service Offerings will no longer be accessible;
- b) all authorizations of User according to these Terms of Use end; and
- c) Bosch.IO has no longer the obligation to store and back up User Content. The User is responsible for securing User Content prior to the effective date of termination.

13. Data Privacy

13.1 All information on processing of personal data can be found Bosch.IO's Data Protection Policy. It is available at <https://bosch-connected-world.com/data-protection-notice/>

14. Export Compliance

14.1 The use of the Service Offerings, the access to Platform and the Subscription of Products are subject to local and international export and re-export control laws and sanctions regulations. The User agrees to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to the legislation of the Federal Republic of Germany, Austria, the European Union, the United States of America and the United Nations.

14.2 User acknowledges that the Platform and the Service Offerings are designed with capabilities to be accessed without regard to geographic location of users. The User shall not – directly or indirectly – provide access to the Platform and/or Service Offerings to any destination, entity,

or person prohibited or sanctioned by the respectively applicable national or international laws and regulations, in particular of the Federal Republic of Germany, Austria, the European Union, the United States of America, the United Nations or any other jurisdiction involved, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

- 14.3 User agrees that the Platform, the Service Offerings and resulting data, information and software will not be used directly or indirectly for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.
- 14.4 This Section 14 shall survive termination or cancellation of the agreements between Bosch.IO and User.

15. Definitions

Account means the access authorization to the Platform and the Service Offerings.

Access Credentials are used to control access to an Account and consist of a user ID and a password only known by the User.

Affiliate shall mean an entity that controls, is controlled by, or is under common control with a Party to this Agreement, where "control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.

Product means any additional bookable option (e.g. event tickets, furniture, additional technical equipment, branding options, media options), that is made available via the Platform for Subscription.

Service Offerings means the functionalities accessible through the Platform, such as management of User's personal information and/or company information, the online event platform "BCW.online" and/or any other content, information, product or service provided by Bosch.IO under these Terms of Use. Service Offerings do not include Products governed by separate terms and conditions.

Subscription means the agreement entered into via the Platform regarding a specific Product. Subscription may be subject to acceptance of additional terms and conditions.

User means any natural person or entity, that is the owner of an Account and acts in exercise of its trade, business or profession, when entering into this Agreement.

16. Applicable law and place of jurisdiction

- 16.1 The contractual relationships between the Parties shall be governed by the laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.2 The exclusive place of jurisdiction for any legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany.

17. Miscellaneous

- 17.1 Force Majeure: Operational disruptions caused by force majeure or other unavoidable events beyond Bosch.IO's control,
 - a) which could not be averted with reasonable effort,
 - b) which could not have been foreseen even when exercising with extreme care, and
 - c) which make Bosch.IO's obligations under these Terms of Use considerably more difficult or completely or partially impossible,such as strikes, lockouts, exceptional weather conditions, pandemics, operational or traffic disruptions and transport obstructions, discharge Bosch.IO from its obligations under these Terms of Use for the duration of such an event.
- 17.2 Contractual declarations and notifications to be given by the User after execution of an agreement (such as setting of deadlines, notification of defects, and declaration of withdrawal or reduction) must be provided in text form (e.g. eMail, letter) to be effective.

- 17.3 User may not assign any or all portion of its obligations without the prior written consent of Bosch.IO, not to be unreasonably withheld.
- 17.4 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

Bosch.IO GmbH

Dated: August, 2021