

Dematic commitment to data privacy protection

Welcome to the Dematic's privacy notice. Dematic is a worldwide provider of automated material handling systems/solutions with intralogistics and ergonomic designs that optimises customer capability. Dematic is predominantly a business-to-business provider of products and services.

Dematic respects your privacy and is committed to protecting your personal data either as our customer or attendee of the Material Handlings & Logistics Conference Europe 2020. This privacy notice will inform you as to how we look after your personal data when you engage with Dematic directly or via our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

1. Important Information On Who We Are

Purpose of this privacy notice

This privacy notice aims to give you information on how Dematic collects and processes your personal data, including any data you may provide through our website.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

Name and contact data of the controller

Where Dematic is the controller and responsible for your personal data, this privacy notice is issued on behalf of the Dematic Group so when we mention ["**Dematic Group**"], "we", "us" or "our" in this **privacy** notice, we are referring to KION Group AG and its subsidiary businesses responsible for processing your data. We will let you know which entity will be the controller for your data when you purchase a product and/or service with us.

Name and contact details of our data protection officer and representatives in the EU

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy notice. He is also acting as representatives of us acting as controller or processor not established in the Union. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

Full name of legal entity: Dematic Group – KION Group AG

Name or title of DPO: Norbert Moeren · Thea-Rasche-Strasse 8 · 60549 Frankfurt am Main · Germany

Email address: dataprotection@kiongroup.com

You have the right to make a complaint at any time to the relevant national regulatory body. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact the DPO in the first instance.

Third party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

2. The Data We Collect About You

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you during your relationship with us, however we acknowledge that, as most of our transactions are business to business, the personal data we collect will be minimal. We have identified types of data as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth

and gender;

- **Contact Data** includes billing address, delivery address, email addresses and telephone numbers;
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us;
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website;
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses;
- **Usage/Systems Data** includes information about how you use our website, products and/or services, how you use our products and services in a live working environment;
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or operational data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Systems Data to calculate the percentage of users accessing a specific picking station feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this **privacy** notice.

We do NOT collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

3. How Is Your Personal Data Collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and/or Financial Data by filling in forms or by corresponding with us by post, phone, emails or otherwise. This includes personal data you provide when you engage with Dematic.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data and/or Systems Data about products and/or services used, your browsing actions and patterns. We collect this personal data by using cookies, server logs or other similar technologies like our registration tool Cortona or by our ticket supplier Ticketmaster for the registration and payment of the tickets.

4. How We Use Your Personal Data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

Where we need to perform the contract we are about to enter into or have entered into with you or your employer (or business / organisation on whose behalf you act in any capacity); The vast majority of Dematic's transactions are business to business, as such most of the personal data in our possession will be limited to Identity Data and Contact Data and we will only use this data as necessary for legitimate interests as we perform our contractual obligations.

- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; and/or
- Where we need to comply with a contractual, legal and/or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to marketing communications. You have the right to withdraw consent to marketing at any time by contacting the DPO.

Purposes based on legitimate interest for which we will use your personal data

We may use your personal data in connections with any of the following (or combination of the following) purposes based on legitimate interest:

Marketing:

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established a process that we will follow should we use your personal data for marketing purposes and to this extent

we will seek consent.

Optimisation of your databases:

When you access our Web sites, we may automatically (i.e. not by registration) collect non-personal data (e.g. type of Internet browser and operating system used, domain name of the Web site from which you came, number of visits, average time spent on the site, pages viewed). We may use this data and share it with our worldwide affiliates to monitor the attractiveness of our Web sites and improve their performance or content.

Systems Data can be used to quality check, understand and develop products and services. In the vast majority of cases, this will be Aggregated Data such as statistical or operational data for any purpose connected to Dematic's obligation to provide products and services. Aggregated Data may be derived from personal data but will be anonymised. Should there be any situation where it is not possible to anonymise we will only use this data as necessary for legitimate interests as we perform our contractual obligations.

"Cookies" – Information stored automatically on your computer:

When you view one of our Web sites, we may store some data on your computer in the form of a "cookie" to automatically recognize your PC next time you visit. Cookies can help us in many ways, for example, by allowing us to tailor a Web site to better match your interests or to store your password to save you having to re-enter it each time. If you do not wish to receive cookies, please configure your Internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored.

Links to other web sites

Dematic Web sites contain links to other Web sites. Dematic is not responsible for the privacy practices or the content of other Websites.

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact the DPO.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

5. Disclosures Of Your Personal Data

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. International Transfers

We share your personal data within the KION Group. This will involve transferring your data outside the European Economic Area (EEA).

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. These rules are called "binding corporate rules". For further details, see European Commission: Binding corporate rules.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please contact the DPO if you want further information on the specific mechanism used by us when transferring your

personal data out of the EEA.

7. Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Data Retention

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Where by law we have to keep basic information including, but not limited to, Contact, Identity, Financial and Transaction Data for six years after fulfilling the purposes for which we collected it for tax purposes, we will retain for 6 years.

In some circumstances you can ask us to delete your data, by writing to us and asking us to delete the information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Your rights include:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact the DPO.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. Modifications To This Notice

Dematic reserves the right to modify this Notice by posting changes to the Website. If you submit additional personal information following the effective date of a modified Notice, your personal information will be handled in accordance with the Notice in effect at that time.

11. Jurisdiction

Data Protection Legislation: shall include all applicable privacy and data protection laws including the General Data Protection Legislation ((EU) 2016/679) (**GDPR**) and any applicable national implementing laws, regulations and secondary legislation relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2008 (SI2003/2426).

Where an issue arises, the following principle shall be adhered to - if both parties (being the Dematic Group entity and the data subject) have their registered seat in the same jurisdiction, the relevant data protection law and regulations for that jurisdiction will be complied with by both parties. OR, if both parties have their registered seat in different jurisdictions the data protection law and regulations shall be in accordance with German Law.

Legal notices regarding this website

Dematic Group

Dematic GmbH

Martinseestraße 1

D-63150 Heusenstamm

Email: mhlc-europe@dematic.com

Internet: www.dematic.com

Contact person regarding this Internet page:

Dominic Fischer, Eventmarketing Manager CE

Reachable from Monday to Friday from 8.30 AM to 5 PM per Mail.

General company information:

Dematic GmbH

Managing Directors: Rainer Buchmann, Notker Steigerwald

Registration Venue: Heusenstamm

Registration Office: Offenbach am Main, HRB 42904

USt-IdNr. DE 250 248 478

Candidate Privacy Policy

Effective Date: May 25, 2018

Dematic Job Applicant Privacy Notice

This privacy notice sets out how Dematic Group Limited and any of our related affiliates and subsidiaries worldwide (collectively, "Dematic" or "we") use and protect your personal data in accordance with current data protection law.

Data We Collect

If you apply for a job with us, we will collect, use and store personal data about you. To the extent permitted by law, this may include:

Data You Provide to Us

- contact details (name, address, phone numbers, email, etc.);
- qualification details (such as resume, CV, cover letter, work experience, education, transcripts);
- application information (such as expected income, type of job wanted, availability, references);
- identification details (such as passport number, nationality and residence, government ID numbers (e.g. Social Security Number), immigration status; and
- any other data you submit to us, including any correspondence between you and Dematic exchanged during the application process.

Data from other sources: we may also obtain data about you from other sources, such as recruiters, market research companies, job fairs, referrals, identity verification providers, [and information accessible on the Internet and third-party websites, including LinkedIn, Twitter, referrals]. If you have consented to background checks and/or where permitted by law, we may also collect details of professional registrations, sanctions with professional bodies, financial checks or criminal convictions.

Automatically collected information: When you apply using the application portal on our website, we may gather information from your computer, mobile phone or other device. This includes, but is not limited to, data about the pages you access and information such as your computer IP address, device identifiers, operating system, location, mobile network, standard web log data, browser type and traffic to and from our site.

Purposes and Legal Bases

Dematic may access, use and store your personal data for the reasons set out below:

- Where this is necessary for Dematic to review and assess your application for employment including:
 - assessing your skills and interest in career opportunities at Dematic;
 - processing your application;
 - analysing your qualifications;
 - verifying your identity and your eligibility for employment; and
 - communicating with you about your application, to respond to your inquiries and schedule interviews.
- Where necessary for Dematic's legitimate interests, as listed below, and where our interests are not overridden by your data protection rights, including:
 - protecting our legitimate business interests and legal rights, such as use in connection with legal claims, compliance, regulatory, auditing, investigative and disciplinary purposes (including disclosure of such information in connection with legal process or litigation) and other ethics and compliance reporting requirements; and
 - maintaining the security and integrity of our facilities, equipment and electronic platforms, such as administering access rights, monitoring compliance with company protocols, and where permitted by local law and in accordance with relevant policies, for investigations and disciplinary actions.
- Where necessary to comply with a legal obligation.
 - Disclosures to law enforcement agencies or in connection with legal claims, or regulatory purposes (including disclosure of such information in connection with legal process or litigation).
- Where you have given consent.
 - For example, we may ask for your permission to conduct a criminal background check.

Disclosure to Third Parties

Where necessary for business purposes, we may share personal data with the KION Group AG, and its direct and/or indirect subsidiaries including but not limited to affiliates of Dematic.

Personal information may be shared with government authorities and/or law enforcement officials if required for the purposes above, if mandated by law or if required for the protection of Dematic's legitimate interests in compliance with applicable laws.

Personal data may also be shared with third party service providers who will process it on behalf of Dematic for the purposes above.

In the event that Dematic is sold or integrated with another business, your details may be disclosed to Dematic advisers and any prospective purchaser's adviser and will be passed to the new owners of the business.

Retention of Your Data

We will retain your personal data in a form that identifies you for no longer than is necessary for the purposes needed for the application. If your application is successful, the information provided may be retained for purposes of your employment. If it is not successful, we will retain your personal information for a reasonable time so that we can consider you for other positions that may be of interest to you, unless you indicated that you do not wish for this to happen.

Use of Cookies

We use cookies to collect information about your online preference. Cookies are small pieces of information sent by a web server to a web browser which allows the server to uniquely identify the browser on each page.

We use the following categories of cookies on our website:

[Category 1: Strictly Necessary Cookies

These cookies are essential in order to enable you to move around the website and use its features. Without these cookies, services you have asked for such as remembering your login details cannot be provided.]

[Category 2: Performance Cookies

These cookies collect anonymous information on how people use our website to help us understand how customers arrive at our site, browse or use our site and highlight areas where we can improve such as navigation. The data stored by these cookies never shows personal details from which your individual identity can be established.]

[Category 3: Functionality Cookies

These cookies remember choices you make such as the country you visit our website from, language and search parameters. These can then be used to provide you with an experience more appropriate to your selections and to make the visits more tailored and pleasant. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites.]

To find out more about cookies please visit: www.allaboutcookies.org or see www.youronlinechoices.eu which contains further information about behavioural advertising and online privacy.

Your Choices and Rights

For Employees Within the European Union

If you wish to access your personal data you should contact Norbert Moeren.

You have the right to ask Dematic to rectify, block or restrict access to, complete and delete your personal data. You can also 'port' your personal data (that is, to ask us to provide it to you in a structured, commonly used and machine readable format and to transmit it directly to another organisation). You have the right to request further information about the handling of your personal data.

In some circumstances you can also object to us processing of your data and, where we have asked for consent to process your data, you may be able to withdraw this consent.

All requests will be dealt with at the earliest opportunity and any delay will be kept to a minimum. In any event, we will not exceed the statutory time limit.

However, there are exceptions to these rights. For example, access to personal data may be denied in some circumstances if making the information available would reveal personal information about another person or if Dematic are legally prevented from disclosing such information. In addition, Dematic may be able to retain data even if you withdraw your consent, where Dematic can demonstrate that it has a legal requirement to process your data. We will inform you of relevant exemptions we rely upon when responding to any request you make.

If you have unresolved concerns, you have the right to complain to a data protection authority in the country where you live, where you work or where you consider that a breach of data protection has occurred.

We have carried out balancing tests for all the data processing we carry out on the basis of our legitimate interests. You can obtain information on any of our balancing tests by contacting us using the contact details set out below.

Transfer Outside EEA

We share your personal data within the KION Group AG, including its direct and indirect subsidiaries, including affiliates of Dematic. This will involve transferring your data outside the European Economic Area (EEA).

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. These rules are called "binding corporate rules". For further details, see European Commission: Binding corporate rules.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented: We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.

Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

Please contact the DPO if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

Updates to this Privacy Notice

This privacy notice may be updated periodically to reflect changes in our data practices. We will post a notice on our applicable websites, applications or materials to advise of any significant changes to our Privacy Notice and indicate in the notice when it was most recently updated.

Contact Us

The data controller for your personal data is Dematic Group Limited. If you have a privacy question, concern or request, please contact us using the contact details below.

Do not use these contact details for questions concerning job applications!

KION Group AG Data Privacy Officer: Norbert Moeren

Address: Thea-Rasche-Strasse 8, 60549 · Frankfurt am Main, Germany

Email: dataprotection@kiongroup.com

Cookies

In order to optimize the website and for continuous improvement Dematic uses cookies. With continued usage of the site you agree to the usage of cookies.

Throughout Dematic's website, cookies and similar technologies are utilized to create an optimized and user-friendly experience. Cookies refer to HTML5 web storage and local shared items that record a user's preferences and optimize enhance the design of a webpage. These factors allow a user to easily navigate and increase the accessibility of Dematic.com.

Cookies are small files that are stored on any end device used to view a site. These small files are used to indicate if a viewer has come in contact with our site in the past from a single or multiple end devices. Cookies are the only part on your end device that is identified. Your personal data will only be saved in the cookie file if you have given consent or if the usage is required for technical purposes, such as to login to a secure account or to give a personalized experience.

By continuing to use our website, you agree to the use and storage of cookies on your end device. You also have the option of viewing Dematic.com without the use of cookies. By default most website browsers automatically accept cookies. However, the option exists to prevent cookies stored on your end device at any time if you choose. Instructions to exclude the use of cookies can be found in the manual for your browser or end device. At any time, you may delete the cookies stored on your end device.

We categorize cookies as follows:

Essential cookies (type 1)

These types of cookies are necessary for the components and features of a website to work correctly.

Functional cookies (type 2)

These types of cookies allow us to enable the correct language versions and functionality of the website to present the appropriate language and content. Additionally, these types of cookies allow us to measure the usability and functionality of the website so that we may better modify to preference and create more ease of use.

Performance cookies (type 3)

These types of cookies enable us to collect viewer information to improve and customize upon interactions and navigation within our site. This information allows us to better customize user experience and offers a personalized exploration throughout Dematic.com. These cookies do not collect personal data, they will only collect information pertaining to website usage.

Dematic.com uses the following cookies:

ASP.NET_SessionID (TYPE 1)

Assigns an anonymized ID (session ID) to your browser. It will bundle up multiple related requests during a visit and assign them to the same session.

Acgroupswithpersist & Acopendivids (TYPE 2)

These cookies are used to enable some areas of the website to display correctly, such as page elements and the user clicking links. They do not collect personally identifiable information and deleted once the browser is closed.

website#lang (TYPE 2)

A categorical cookie provided by Sitecore. It records the user's language selection and provides the correct language. This cookie is not used to identify individuals using the Website.

Ai_session & Ai_user (TYPE3)

These cookies are provided by Microsoft Azure Application Insights. They allow us to measure and analyze user site usage. We use this information to help better optimize our servers and served data usage.

_ga (TYPE3)

An analytics cookie provided by Google. It allows us to measure and analyze visitor information such as browser usage, visitor numbers, and which pages are used. We use this information to help improve our Website. The information generated by this cookie about your use of the Website (including your IP address) will be transmitted to and stored by Google on servers in the United States.

_gatUA-227888-7 (TYPE3)

An analytics cookie provided by Google. It allows us to measure and analyze visitor information such as browser usage, visitor numbers, and which pages are used. We use this information to help improve our Website. The information generated by this cookie about your use of the Website (including your IP address) will be transmitted to and stored by Google on servers in the United States. It also throttles request rates to our website as a form of security.

Eloqua & Elostatus (BKUI & BKUT) (TYPE3)

This cookie allows the Eloqua application, an analytical tool, to recognize a return visitor as a unique user. The cookie placed by our Eloqua application and are readable only by Eloqua, and cannot access, read or modify any other data on a computer. We do link the information we store in cookies to any personally identifiable information you submit while on our site.

SC_Analytics_Session_Cookie (TYPE3)

An analytics cookie provided by Sitecore. It tracks a visitor's multiple visits to our Website within one year. We use this information to help improve our Website. This cookie is not used to identify individuals using the Website.

Reasoning for the usage data

In order to provide a customized and individual website experience, cookies are utilized to identify popular trends and particular preferences of our visitors. With the data provided, we can adjust the design and content of the site to fit specific needs of the viewer and improve upon that experience. Dematic uses Sitecore and Eloqua products for purpose of analysis.

Terms of Use

Date: July 1, 2012

1. Scope

1. Any use of this web site provided by Dematic Holding S.à r.l. and/or its affiliates ("Dematic"), "Dematic Web Site", is subject to these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using the Dematic Web Site these Terms of Use are accepted in their then current version.
2. In the case of Web offers aimed at companies or public enterprises, such companies or enterprises are represented by the user and must assume that the user has appropriate knowledge and acts accordingly.
3. This website, as well as relations and transactions pertaining to it, is governed by Luxembourg law, in particular the Law of 14 August 2000 on electronic commerce.

2. Services

1. This Dematic Web Site contains specific information and software, as well as - as the case may be - related documentation, for viewing or downloading.
2. Dematic may stop the operation of the Dematic Web Site in full or in part at any time. Due to the nature of the internet and computer systems, Dematic cannot accept any liability for the continuous availability of the Dematic Web Site.

3. Registration, Password

1. Some pages of the Dematic Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. Dematic reserves the right to deny registration to any User. Dematic particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. Dematic is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User
 - uses false data for the purpose of registration;
 - violates these Terms of Use or neglects its duty of care with regard to User Data;
 - violates any applicable laws in the access to or use of the Dematic Web Site; or
 - did not use the Dematic Web Site for a longer period.
2. For registration the User shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The User shall ensure, that its e-mail address, as supplied to Dematic, is current at all times and an address at which the User can be contacted.

3. Upon registration the User will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the User shall promptly change the password received from Dematic into a password known only to the User. The User Data allows the User to view or change its data or, as applicable, to withdraw its consent to data processing.
4. The User shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify Dematic thereof without undue delay in writing, or, as the case may be, by e-mail.
5. After receipt of the notice under paragraph 3.4, Dematic will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to Dematic or upon new registration.
6. The User may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event Dematic will remove all user data and other stored personally identifiable data of the User as soon as these data are no longer needed.

4. Rights of Use to Information, Software and Documentation

1. The use of any information, software and documentation made available on or via this Dematic Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with Dematic. Separately agreed to license terms, for example software downloads, shall prevail over these Terms of Use.
2. Dematic grants User a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the User on or via the Dematic Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by Dematic in making same available.
3. Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case Dematic shall make the source code available in return for the payment of costs.
4. Information, software and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The User may make one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.
5. The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The User shall observe such laws and in particular shall not modify, conceal or remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation, or any copies thereof.
6. Copyright Law shall not be affected hereby.

5. Intellectual Property

1. Notwithstanding the particular provisions in § 4 of these Terms of Use, information, brand names and other contents of the Dematic Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of Dematic.
2. Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.

6. Duties of the User

1. In accessing or using the Dematic Web Site the User shall not ##harm other persons, in particular minors, or infringe their personal rights;
 - breach public morality in its manner of use;
 - violate any intellectual property right or any other proprietary right;
 - upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
 - transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
 - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.
2. Dematic may deny access to the Dematic Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

7. Hyperlinks

The Dematic Web Site may contain hyperlinks to the web pages of third parties. Dematic shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Dematic does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User.

8. Liability for defects of title or quality

1. Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving wilful misconduct or fraud.
2. The information on the Dematic Web Site may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

9. Other Liability, Viruses

1. The liability of Dematic for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these Terms of Use. Any further liability of Dematic is excluded unless required by law, e.g. under the Act on Product Liability or in cases of wilful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no wilful misconduct or gross negligence.
2. Although Dematic makes every endeavour to keep the Dematic Web Site free from viruses, Dematic cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilise a virus scanner before downloading any information, software or documentation.
3. §§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

10. Export Controls

1. The export of certain information, software and documentation may, e.g. due to its nature or intended use or final destination, be subject to authorization. The User shall strictly conform with the export regulations for information, software and documentation, in particular with those of the EU as well as the individual EU member states and the USA. Dematic shall label information, software and documentation in relation to German and EU export control lists and U.S. Commerce Control List.
2. The User shall particularly check and verify that the information, software and documentation shall not be used for any purpose related to armaments, nuclear technology or weapons;
 - no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive commodities, software or technology of U.S. origin;
 - no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive items of U.S. origin without a license; and
 - no undertaking or person named in the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or in the Terrorists List of the EU shall receive goods;
 - no military consignees shall be supplied;
 - the early warning instructions of the respective German authorities shall be observed.
3. Access to software, documentation and information on the Dematic Web Site shall only take place if such conforms with the above checks and guarantees. Where the User does not comply with the above, Dematic shall not be obliged to perform.
4. Upon request Dematic shall inform the User of the relevant contact points for further information.

11. Data Privacy Protection

For collection, use and processing of personally identifiable data of the User of the Dematic Web Site, Dematic shall comply with applicable laws on data privacy protection according to the law of August 2, 2002 and the Dematic Web Site Data Protection Privacy Policy, which is available per hyperlink on the Dematic Web Site and/or on www.Dematic.com.

12. Supplementary Agreements, Place of Jurisdiction, Applicable Law

1. Any supplementary agreement requires the written form.
2. The place of jurisdiction shall be Luxembourg, if the User is a merchant in terms of the Luxembourg Commercial Code.
3. The individual pages of the Dematic Web Site are operated and administered by Dematic Holding S.à r.l. The pages comply with the law of Luxembourg. Dematic makes no representation that information, software and/or documentation on the Dematic Web Site are appropriate or available for viewing or downloading at locations outside Luxembourg. If Users access Dematic Web Site from outside Luxembourg, they are exclusively responsible for compliance with all applicable local laws. Access to Dematic Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. In this case and where User seeks to do business with Dematic, the User should contact the Dematic representative for the particular country for country specific business.
4. These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with - the laws of Luxembourg, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.