

## Terms of Use

### 1. Scope of application and registration

(1) Phoenix Contact GmbH & Co. KG, Flachsmarktstr, 8, 32825 Blomberg, Germany (hereinafter the “**PROVIDER**”) operates the Web-based platform PLCnext Community (hereinafter the “**PNC**”).

(2) You (hereinafter the “**USER**”) use the functions of the PNC as an online communication platform. For this, you are as USER provided with an “account”, with which you can post questions, answers and comments on existing content and relevant issues in the context of the PLCnext Technology, PC Worx Engineer and Proficloud.

By registering you accept the following Terms of Use:

### 2. Access to the PNC

(1) A legal claim to registration for or participation in the PNC does not in principle exist.

(2) In case of a participation the USER receives the ACCESS DATA for his/her PNC account via e-mail. After successfully logging in, the USER creates his/her own user name (username) and a password which only he or she knows (hereinafter also “**ACCESS DATA**”). After registering, the USER has access to the content and functions of the PNC.

(3) When registering, the USER is obliged to provide complete, true and accurate information and to inform the PROVIDER online without undue delay of any later changes to this information. The USER must in particular ensure during the term of the usage agreement that the receipt of e-mails by the specified e-mail address is possible and that the relevant address data of the USER is always up to date.

(4) The PNC account and the ACCESS DATA may only be used by the USER himself/herself. The USER is as owner of the account responsible for protecting it from misuse. The ACCESS DATA is therefore to be protected from any access by third parties. The USER is liable for all activities carried out using the ACCESS DATA, unless he/she can evidence that the data has become known to third parties without his/her assistance. The password-protected PNC account is after each use to be left by logging out. If the USER finds out that third parties are misusing the ACCESS DATA, he/she is obliged to inform the PROVIDER of this in writing without undue delay. After receiving such notification, the PROVIDER will block the USER’s access to the PNC account with the ACCESS DATA used to date. This block can only be lifted after the USER has sent a separate written request for unblocking to the PROVIDER.

(5) The USER is not permitted to use words and Internet addresses protected by trademarks in his/her user name (username)

(6) The USER is responsible for all technical equipment required to connect his/her computer to the PNC. Specific availability of the PNC is not deemed agreed. The PROVIDER is in particular entitled to carry out maintenance work on the PNC or have such carried out by third parties. Outage period cannot be ruled out in which due to technical or other issues over which the PROVIDER has no control (fault of third parties, force majeure, infrastructure attacks by hackers etc.) the PNC cannot be accessed via the Internet.

(7) The PROVIDER reserves the right to change and expand the content and structure of the PNC as well as the associated user interfaces. The PROVIDER will inform the USER accordingly about such changes.

### **3. Purpose and members of the PNC**

(1) The purpose of USERS using the PNC is exclusively the open, professional exchange of information and the discussion within the PNC of experiences, progress, suggestions and improvement ideas regarding PLCnext Technology, PC Worx Engineer and Proficloud.

(2) Besides the registered USERS, experts of the PROVIDER are also members of the PNC.

### **4. Obligations of the USER, rights of the PROVIDER**

(1) The USER undertakes not to publish any contributions which are in breach of these Terms of Use, moral standards or otherwise applicable law. The following are in particular prohibited:

- Posting, storing and/or transmitting illegal, racist, discriminatory, adult/indexed, pornographic, defamatory and/or untrue content;
- sending spam to other users via the PNC;
- posting, storing and/or transmitting content which infringes intellectual property rights and copyrights, ownership rights, privacy rights or other rights of third parties;
- posting, storing and/or transmitting content with viruses, Trojans or other programming which can damage software or manipulate it without authorisation;
- posting, storing and/or transmitting hyperlinks which the USER is not authorised to post, store and/or transmit, in particular if these hyperlinks or this content breaches non-disclosure obligations or is/are illegal;
- carrying out anti-competitive acts;
- posting an issue repeatedly in the PNC (prohibition of double posts);
- publishing press articles of third parties in the PNC without the consent of the author;
- advertising in the PNC. This also applies to “surreptitious advertising”.

(2) The USER undertakes prior to publishing his/her content to check whether this contains information which he/she does not wish or is not permitted to publish. Content may be tagged by search engines and therefore be accessible worldwide. Any claim against the PROVIDER for deletion or correction of such search engine entries is ruled out.

(3) If the USER breaches these Terms of Use and/or third parties (including other users) assert claims against the PROVIDER due to any infringement of their rights by content of the USER in the PNC, the PROVIDER is entitled to block and/or delete the content concerned. The PROVIDER will prior to deletion give the USER the opportunity to comment on this, insofar as this can be legally and de facto reasonably expected of the PROVIDER. In the event of a repeated and/or serious breach on the part of the USER, the PROVIDER can temporarily or permanently block the USER's access to the PNC. The right to termination for convenience remains unaffected by this.

(4) If third parties (including other users) assert claims against the PROVIDER due to possible infringements of rights which a) result from the content posted by the USER and/or b) arise from the use of the PROVIDER's services by the USER, the USER undertakes to indemnify the PROVIDER against any and all claims, including claims for damages, and to reimburse the PROVIDER the costs incurred by it due to the possible infringement of rights. The USER in particular indemnifies the PROVIDER against the costs of necessary legal defence. The PROVIDER is entitled to demand an appropriate advance for these from the USER. The USER is obliged to assist the PROVIDER in good faith with its legal defence

against third parties by providing it with information and documents. All more extensive rights and claims for damages of the PROVIDER remain unaffected. The above indemnification obligations do not apply if the USER is not responsible for the infringement of rights.

## **5. Granting of usage rights**

(1) The copyright on the content posted by the USER, insofar as this is copyrightable, in principal remains vested in the USER.

(2) By posting the content concerned, the USER grants the PROVIDER the simple (i.e. non-exclusive), perpetual right to use, reproduce, disseminate and publicly perform the content for the purpose of the PNC, including the right to make this available to the public. This in particular includes the right to provide the content permanently in the PNC and to make it publicly available to other USERS, as well as to delete, edit, move or close the content. This also includes the right to incorporate the content in the development of PLCNext Technology, PC Worx Engineer, Proficloud and all associated technologies, products and services and to use the content for the development, production, processing, distribution, marketing and/or other exploitation of such technologies, products and services.

(3) The usage rights specified above also continue to exist in the event that the PNC is discontinued/closed or the account of the USER is terminated or blocked.

## **6. Limitation of liability**

(1) The PROVIDER does not assume any liability for the content posted in the PNC, and specifically not for the fact that it is accurate, complete or up to date.

(2) Since the PROVIDER makes the PNC available free of charge, any liability for damage resulting directly or indirectly from the use of the PNC or the fact that it cannot be used is ruled out, unless this is due to deceit, intent or death, bodily injury or illness.

## **7. Term**

(1) The PROVIDER is entitled to terminate for convenience the usage agreement with the USER for the PNC in observance of a notice period of one week. Likewise, the USER is free at any time without observing a notice period to terminate his use of the PNC.

(2) The PROVIDER is entitled to block the USER's access after termination/closure of the PNC or the termination of the usage agreement. The PROVIDER is entitled, but not obliged in the event of closure to delete the content created by the USER.

## **8. Amendment of these Terms of Use**

The PROVIDER is entitled to amend or supplement these Terms of Use at any time following a reasonable period of prior notice. Changes or supplements will be communicated to the USER in an appropriate form or with a corresponding message when the USER logs on to the PNC. If the USER does not agree with the amendment or supplement, he/she can object to the amendment within four weeks. If the USER does not object to the amended terms in due time, these will be validly included in the Terms of Use as described in the communication. The PROVIDER will advise of this in the communication. The period of prior notice and the right to object of the USER do not apply if the amendments or supplements are imperative for the PROVIDER due to obligatory legal reasons.

## **9. General provisions**

- (1) No oral or electronic collateral agreements relating to these Terms of Use exist.
- (2) The PROVIDER is entitled to transfer the usage agreement and these Terms of Use with all rights and obligations to an undertaking affiliated to the PROVIDER as defined in Sections 15 ff. of the German Stock Corporation Act.
- (3) If the USER is a merchant, the courts at the location where the USER has his/her registered offices have exclusive jurisdiction. The PROVIDER reserves the right, however, to assert its claims in any other permissible jurisdiction.
- (4) These Terms of Use and the usage agreement are governed by German law. The provisions of the United Nations Vienna Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 are excluded.
- (5) Should individual parts of these Terms of Use be or become invalid, the validity of the remaining provisions will not be adversely affected by this.

Blomberg, November 2017