

TERMS OF USE AND OPERATION OF SIM CARD

A. DEFINITIONS

"Company": the company "KLEEMANN HELLAS SA" with headquarters at the Industrial Area of Stavrochori Kilkis, P.O. Box 25, Kilkis, 61100- Greece, tel. +30 2341 038 100, VAT Numb.: 094124623, G.E.MI. Numb. 14486435000.

"Designated countries": those listed in Appendix 1.

"Card": the SIM card which is integrated into the Kleemann elevator gateway and allows making telephone calls in case of emergency, sending and receiving data and connecting to the subscription web application "KLEEMANN LIVE" <https://Live.kleemannlifts.com>

"Terms": the terms and conditions governing the operation and use of the Card and its related rights and obligations, set out in this document and its integral appendices.

"Provider": the mobile communications company which is the original supplier of the Card.

"Connected Networks" or "Networks": the mobile networks selected per country for the Card and allowing its use.

"Customer": the authorized partner of the Company, who is professionally active in the installation and maintenance of elevators and with whom the Company maintains a business-to-business relationship (B2B) in the context of which the Company delivers the Card

B. STATEMENT

1) We invite you to read these Terms carefully. **By activating the Card and accepting the respective field of the "KLEEMANN LIVE" homepage, you declare that you have read, understood and accepted the Terms, which constitute a legally binding contract.** The person who accepts these Terms declares that he is authorized to enter into this contract on behalf of the Customer.

2) Communication. In the context of using the Card, the Company will need to contact you in the future. You agree to receive electronic communications from us, such as emails, texts, or notices. You agree that all notices, disclosures and other communications that may need to be made in the future relating to the operation and use of the Card are approved by you, as necessary.

C. GENERAL LEGAL RULES OF OPERATION

1) Disputes arising from the use of the Card will initially be resolved out of court. In any case, Greek law is applicable and the courts of the Company's seat (today the courts of the Kilkis region) shall have exclusive jurisdiction.

2) The Company reserves the right to unilaterally change the Terms, by informing the Customer, without his mandatory consent to the changes. The Customer who continues to use the Card is automatically deemed to agree to the new Terms and conditions of use set by the company. For this reason, it is recommended that the Customer visit, read and check, at regular intervals, whether he agrees with the Terms in order to proceed with the corresponding actions. The Company is obliged to provide information regarding any change of the Terms, via the electronic renewal of the current version of the Terms.

3) The Company undertakes to provide the Customer with information that is directly related to the use and operation of the Card. Company is not responsible for the temporary unavailability, malfunction or technical issues that may occur during sharing. In addition, with regard to incorrect electronic data entries, Company reserves the right to correct them.

D. CARD

1) Each card allows monthly:

(i) Data transfer up to two hundred (200) GB; and

(ii) Phone calls up to fifteen (15) minutes. Phone calls run on 2G and 3G networks, not VoLTE (4G). The consumption of phone-call minutes is calculated per minute. Calls of less than one minute will be counted as a minimum of one minute. The phone-call minutes available by the Card will be used to make calls to specific, predefined, national numbers (both fixed geographic and mobile within the country of operation). Calls to service numbers, premium billing or international numbers are not allowed.

The feature of phone calls is not available in Kleemann IoT renovation packages that do not include autodialer safety line.

2) Customer is obliged to use the Card exclusively for integration into the gateway of KLEEMANN elevators, and not on mobile phones, other IoT devices of third-party suppliers and in general on any other device that has a SIM card slot.

3) Customer is prohibited from using the Card:

(i) to access a publicly accessible destination (i.e. public IP address), including the use of a proxy, gateway or routing for purposes other than accessing KLEEMANN servers;

(ii) in a manner that attempts to violate security measures, regardless of whether the intrusion results in the destruction or loss of data;

(iii) in a manner related to Internet Relay Chat, peer to peer file sharing, bit torrent, or network proxy server;

(iv) in a manner that involves spamming, sending a volume of unwanted electronic letters or commercial messages, or maintaining an open SMTP relay;

(v) to transmit illegal or offensive material;

(vi) to transmit material containing software viruses or any other programs that may cause harm or inactivation;

(vii) in a manner that adversely affects or harms Connected Networks in a way that could interfere with other Customers' use of the Networks;

(viii) in a manner that results to the integration of the Card into (fixed) GSM adapters, unless they have previously been expressly approved by the Company and the Provider; or

(ix) fraudulently or unlawfully or in breach of these Terms.

4) Ownership of the Card is transferred to the Customer upon its delivery to him.

E. CUSTOMER'S OBLIGATIONS

1) If the Customer chooses to activate the Card, for as long as he keeps it either active or in his possession, he must:

(i) fully comply with all the obligations set out in these Terms and which are all agreed to as material;

(ii) not exceed the monthly phone-minutes and data transfer limits referred to in Chapter D.1. If the Customer exceeds any of the aforementioned limits three (3) times within twelve (12) months, the Company will de-activate the CARD and terminate the access of the Customer via the Card to the web application "KLEEMANN LIVE";

(iii) provide correct and complete information and documentation (including identification, legalization and billing information) required to use the Card;

(iv) not resell, distribute, grant or assign further the use license of the Card;

(v) ensure that the Card is used exclusively in his country, in accordance with these Terms and any other instructions of the Company;

(vi) not publish the results of any benchmark or performance tests of the Card or Networks.

2) Customer acknowledges that the Networks do not have guaranteed uninterrupted service availability and that no claim or demand of any kind will be made against the Company in case of technical problems, given that the respective network availability or coverage services, connectivity, etc. are not provided by the Company itself. The Customer acknowledges and accepts that neither the Company nor the Provider will be liable under these Terms (either by contract, tort-including negligence -, or by default, compensation or otherwise), for:

- any loss, whether direct or indirect, of profit, revenue, data, anticipated profits or reputational damages; or

- any indirect or consequential damages, whether or not such damages were foreseen.

3) Customer agrees to defend, at his own expense, to indemnify and release the Company, the Provider and their subsidiaries or affiliates, their directors, officers and employees (collectively, the "Indemnified persons"), from and against any claim, action, indemnity or expense alleged against any of the Indemnified persons or to which any of the Indemnified persons is subjected, arising directly from the use of the Card by the Customer in a manner that requires the uninterrupted availability of the Networks and as long as the interruption of the Network causes death, infringement of personal rights, personal injury or damage to property.

F. SPECIAL CONDITIONS

1) Provider reserves the right to modify the Connected Networks referred to in Appendix 1 and the Designated countries, for commercial or regulatory reasons (including, but not limited to, in case of new roaming contracts or in case of termination of existing roaming contracts).

2) Certain network technologies used (e.g. 2G or 3G networks) may be removed by the Provider during the use of the Card and current Networks may be replaced by further advanced network technologies.

3) Wireless network coverage in Connected Networks is provided based on reasonable efforts and is not guaranteed. The Provider and the Company do not commit to provide coverage to a specific extent and will not be liable for lack of coverage.

4) Provider will make reasonable efforts so that Connected Networks are available to the Customer at all times. Due to the limitations of wireless and electronic communications, Connected Networks do not have guaranteed service availability.

5) The achieved throughput depends on the availability and load of the wireless network used for each specific communication case. Therefore, the Provider does not provide a guaranteed throughput level.

6) Provider shall make every reasonable effort to ensure the security of the Customer's communications. However, for reasons beyond their control, neither the Provider nor the Company guarantees that the communications will be completely secure.

7) Unless specifically stated in the Terms, all other warranties, representations and conditions (express or implied) are expressly excluded to the extent permitted by law.

8) The Terms may be modified unilaterally by the Provider and/or the Company at any time by written notice to the Customer, when such modifications are necessary either due to compliance with the applicable legislation or regulation or notice issued by competent public authorities or due to changes in the Networks or in the operations of the Provider.

G. SUBSCRIPTION-EXPIRY

1) Customer is under no obligation to use or activate the Card.

2) If the Customer chooses to activate the Card, it will remain active for twelve (12) months from the date of its activation.

3) The use of the Card is provided with an annual subscription fee, which will be notified in advance to the Customer and will be invoiced at the beginning of each annual subscription. Any promotions that provide for no fee or reduced fee for a certain period of time will prevail.

4) The annual subscription is automatically renewed upon completion of one (1) year from the activation of the Card or the previous renewal, unless up to sixty (60) days before the end of the annual subscription period the Customer sends an e-mail to the seller who serves him, stating that he does not wish to renew the annual subscription.

5) Customer has the right to stop using the Card at any time, by informing the Company via an e-mail to the seller who serves him. In such a case, Customer is not entitled to a refund for the annual subscription fee.

6) Company may, without notice and at any time, suspend or terminate, temporarily or permanently, the use of the Card and the connection through it to the

subscription web application "KLEEMANN LIVE" and take any appropriate legal actions if any of the following cases occur:

(i) Customer does not comply with or violates any of the obligations contained in these Terms, which are all agreed to as material, or any of the policies and rules adjacent to them;

(ii) Customer is engaged in fraudulent practices or fraudulent acts;

(iii) Company believes, at its sole discretion, that the Customer's activities and behaviors have caused or may cause harm to third parties or to the Company.

Customer is not entitled to any compensation for the suspension or termination of the use of the Card.

H. INTELLECTUAL PROPERTY RIGHTS

1) The Intellectual Property Rights on the Card, as well as any improvements or modifications thereof, belong to the Provider (or to a member of the group to which it belongs) or its licensors and, except as necessary for use permitted under these Terms, no other right, license or transfer is granted or implied under such intellectual property right.

2) The Company and the Provider shall not be liable and the Customer shall indemnify the Company for any damages arising if a claim is made by any third party due to a proven violation of third party intellectual property rights solely as a direct result of the use of the Card by the Customer and provided that such claim of the third party:

(I) is associated with the use of equipment or services or software provided by the Customer or third parties (including third party software); or

(ii) results from the combination of the Card with products or services not provided or authorized by the Company and the Provider; or

(iii) results from use of the Card that is not in accordance with the instructions of the Provider and the Company; or

(iv) results from modifications of the Card by the Customer or any third party; or

(v) results from any breach by the Customer or other associated person of these Terms or any standard End Customer License Agreement (including shrink wrap or click-through software licenses or open source software licenses); or

(vi) relates to the use of the Card after a newer version is made available to the Customer and is announced by the Company or the Provider as necessary to avoid such a claim.

I. PROTECTION OF PERSONAL DATA

With regard to the protection of personal data, the provisions of the "PRIVACY POLICY AND PROTECTION OF PERSONAL DATA", which are posted at <https://live.kleemannlifts.com/auth/login>, as amended from time to time, are applicable.

APPENDIX 1: CONNECTED NETWORKS PER COUNTRY

Country	Network Name
Albania	Vodafone Albania
Albania	A1
Algeria	Mobilis Algeria
Australia	Vodafone Australia
Austria	3 Austria
Austria	T-Mobile
Austria	A1 Austria
Belgium	Base
Belgium	Mobistar
Belgium	Proximus
Cyprus	Cytamobile
Cyprus	PrimeTel
Czech Republic	Vodafone
Czech Republic	T-Mobile Czech Republic
Denmark	Telenor
Denmark	TDC
France	Orange
France	SFR
France	Bouygues
France	Free Mobile
Germany	T-Mobile
Germany	Vodafone
Germany	Telefonica
Ghana	Vodafone Ghana
Greece	Cosmote
Greece	Vodafone
Hong Kong	3 Hong Kong
Hong Kong	Smartone Hong Kong
Hungary	Telenor
Hungary	Telekom
Hungary	Vodafone
Iceland	Vodafone Iceland
Indonesia	Excelcom Indonesia
Ireland	Vodafone

Ireland	Three Ireland (Hutchison) Limited
Israel	Orange Israel
Italy	Vodafone
Italy	TIM
Kuweit	Zain Kuwait
Latvia	Tele2
Latvia	Bite Latvia
Lithuania	Tele2
Lithuania	Bite GSM Lithuania
Luxemburg	Orange Luxembourg
Luxemburg	P and T Luxembourg
Luxemburg	Tango Luxembourg
Malta	Epic Malta
Malta	Go Malta
Malta	Melita Mobile
Mexico	Telcel Mexico
Mexico	IUSACell Mexico
Moldova	Moldtelecom
Netherlands	Vodafone
Netherlands	T-Mobile
Netherlands	KPN Netherlands
New Zealand	Vodafone New Zealand
North Macedonia	A1
Norway	Telenor Mobil Norway
Poland	Era
Poland	Orange
Poland	Polkomtel Poland
Porugal	Vodafone
Porugal	TMN
Qatar	Vodafone Qatar
Romania	Telekom Romania
Romania	Vodafone
Romania	Orange
Spain	Vodafone
Spain	Orange
Spain	Telefonica
Sweden	Telenor
Sweden	Tele 2
Switzerland	Salt Switzerland
Switzerland	Swisscom

Switzerland	Sunrise
Ukraine	Vodafone Ukraine
United Kingdom	O2
United Kingdom	Hutchison_United_Kingdom
United Kingdom	Vodafone
Vietnam	Vietel Vietnam

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