

## **Terms of Platform Use**

### GENERAL INFORMATION - DEFINITIONS

Platform "KLEEMANN LIVE" is a commercial subscription product and is property of the Company "KLEEMANN HELLAS S.A." (hereinafter referred as the Company), based in Stavrochori, Kilkis Industrial Area, and VAT: 094124623

The use of the website [https:// Live.kleemannlifts.com](https://Live.kleemannlifts.com) of "KLEEMANN HELLAS S.A." (hereinafter for the sake of brevity "the Company") and the related rights and obligations shall be governed by the terms and conditions set forth herein and in the integral parts and shall apply to all content.

"Software" refers to the electronic platform called "KLEEMANN LIVE", which operates on the Internet as a website at <http://Live.kleemannlifts.com>. It is the platform on which data of the connected elevators of the user-subscriber (maintainer) are presented, from which he can draw specific conclusions, which are related to the smooth operation of the elevator, such as calculation of the routes it performs, calculation of more frequent routes, communication access to elevator data. These parameters will help the subscriber- user to evaluate the findings and act accordingly. Through the platform the user can also modify some parameters of the elevator remotely. The platform communicates with the elevator (currently only the Genius 20 panel has this technical capability) via the autodialer (a device installed in the elevator, with which telephone calls are made from the elevator in case of emergency). The autodialer is compatible and has a sim card with talk time, to communicate with a trapped elevator passenger, in case of shutdown. Certainly, this sim card is part of the elevator equipment, and the cost of its use is fully covered by the respective Management Committee of each building. In any case, the usefulness of this sim card and the telephone connection that accompanies it is the communication of the elevator passenger for assistance in case of entrapment. In order for the "KLEEMANN LIVE" platform to work in practice, the Company will insert data into the card so that there is an internet connection in order to transfer data from the elevator. However, it adds the possibility to the user - subscriber to process data, which he will receive from the elevator on the "KLEEMANN LIVE" platform.

"Customers" are authorized partners of the Company. It is known that every customer of the Company has access to a number of Company's Applications. The possibility of interaction on the platform shall be given by the Company after the registration of the customer ("accredited user").

"Services" refers to the services provided to the customer by the company using its software. These services will be described in detail below in a separate section.

"Contact" In the context of the better operation of the platform, the Company will need to contact you in the future. You agree to receive electronic communications from us, such as

emails, texts, or notifications. You agree that all notifications, notifications and other communications that will need to be made in the future regarding the operation of "KLEEMANN LIVE" are subject to your approval as necessary.

## STATEMENT

We invite you to carefully read these terms and conditions that govern the installation and use of "KLEEMANN LIVE" ("Platform"). By accepting your registration you declare that you have read, understand and accept all the terms and conditions of use (generally referred to as the "Terms"), which jointly with the written agreement will constitute a legally binding agreement (the "Agreement").

Disputes arising from the use of the Platform shall initially be resolved out of court. In each case, the Courts of Thessaloniki shall have exclusive jurisdiction and venue.

## INTELLECTUAL PROPERTY RIGHTS

The data displayed on the Platform, i.e. the content of the website (images, photos, texts, services, programs, information, data, etc.) as well as the services provided to users are intellectual property and belong to the sphere of ownership and use rights of the Company. They are protected by the rules of Greek Law, EU Law and International rules on Intellectual and Industrial Property and Unfair Competition as well as any other relevant provision.

In all events, any kind of copying, reproduction by any means, transfer, processing, resale, production of new projects based on the content of the Platform, as well as misleading third parties about the actual provider of the above data and services is prohibited. The design of special names, images, logos, insignia as well as the use of any other type that is a product of the elements and services created to serve and promote the operation of "KLEEMANN LIVE" are the assets of the Company.

The provision and display of data and services to third parties shall not and should not be construed as a transfer or assignment of a license or right of universal use, as they are protected by trademark provisions. The above activities (individually or collectively) may be allowed only after written consent (permission) of the Company.

The license to use the content of the Platform is a non-transferable, personal and nonexclusive limited right, which in no case can be considered as a transfer of the data and titles of the website and / or the company. All information and data resulting from / presented from this website as well as from the services of the company are limited.

In particular the following are not permitted: (a) the use or representation of features of the Software separately, (b) the disclosure, copying, leasing, rental or lending of the Software, (c) the transfer of the Software, (d) the disregard of any technical restrictions or software constraints, (e) decompiling, reconstructing the source code or reconstructing the object code or attempting to do so; and (f) any other modification of the site data and data / mobile application.

Finally, it is expressly prohibited to carry out any transaction aimed at utilizing the data, content and services of the company, for any public or commercial purpose that is contrary to the use agreed with the company.

#### GENERAL LEGAL RULES OF OPERATION

The mentioned terms of use of the platform, and their possible modifications, shall be governed by the Greek Law, but also the Law of the European Union, in the fields that prevail of the Greek Law. In the event of future changes resulting from the amendment of the above legal frameworks, the Terms of Use that are affected shall be amended accordingly.

The Company, in any case, shall reserve the right to unilaterally change the terms of use, by informing its users / visitors, without mandatory consent to the changes. Users who continue to use the company's services are automatically considered to be in compliance with the new terms and conditions of use set by the company. For this reason, users / visitors of the services and content of the company are advised to visit, read and check, at regular intervals, if they agree with the terms of use in order to proceed with the respective actions. The company shall be obliged to provide information related to any change of the terms of use, through the electronic renewal of the current version of the terms of use.

The Company is committed to provide to the users of the platform with information that is true, accurate and complete, in direct correlation with the identity, operation and services of the website. The company shall not be responsible for the temporary unavailability, malfunction or technical issues that may arise during the sharing. In addition, regarding the erroneous entries of electronic data, the Company shall reserve the right to correct them.

The Company shall not be held liable or criminally liable for any direct or indirect , positive or consequential damage or loss, which indicatively and not restrictively, consists in loss of earnings , data, lost profits, monetary satisfaction, etc., resulting from either the use / copying / loading, the navigation to it and the use of the services or information contained in it, either by a general alteration of the content of the platform or by other unauthorized interference of malicious or non-malicious third parties in files and information. In addition, users of its platform should, while browsing the internet, take all appropriate security measures against any risks that arise during the sharing of the internet (e.g. to protect their browsing with a virus protection program).

Illegal use: When using the Platform and the Services you must comply with all applicable laws and regulations, national, European and international. It is prohibited to use the Platform or any Information provided for illegal purposes or to promote any illegal activity.

Malware: You must not provide malicious content that is intended to harm or disrupt your browser or other user's computer or endanger its privacy.

Unauthorized access: You are not allowed to do any of the following when using the Platform:

Access, breach or use of non-public sites of the Platform (other than your own account);

Detecting, scanning or testing the vulnerability of any system or network or violating or circumventing security or identification measures;

Attempt to gain access to or search for the Platform or any Data in any other way (automated or not);

Interference, interruption or attempt to intervene or interrupt the access of another user of the Platform.

The Company shall take all the necessary technical and organisational measures in order to ensure the security of the data collected by the Application, including, among others, their separation, pseudonymisation and encryption.

The Platform by its structure and mission does not collect personal data which, if crosschecked, could lead to the identification of an end user (passenger of a connected elevator). In the Privacy Policy we analyze minimum personal data that we collect and concern the Management Committees of the Buildings that are installed and that are compatible with the Elevator Platform.

Any Information transferred through the Platform will be transmitted through existing telecommunication networks. Although the Provider Company uses encryption technology, no warranty, commitment or assurance shall be provided that the operation of the Platform will be secure, uninterrupted, without technical errors or network communication errors.

Regarding your personal password, it is noted that you are solely responsible for maintaining its confidentiality and you should not disclose it to any third party. Each user remains responsible for every action / use of his account on the Platform made using his personal password. The Company shall not be held responsible for any damage from any third party access in any way to your personal information or your account in the Application. In case you lose or forget your password or suspect unauthorized use of your account or any possible

security breach, you should follow the steps leading to the creation of a new password (forgot password).

## TERMINATION

The company shall suspend or terminate, temporarily or permanently, the customer's account at any time and take appropriate legal action if:

The Client breaches any of the warranties and obligations contained in this Agreement or any of the policies and rules attached to it;

The Client uses fraudulent practices or fraudulent acts, or

The Company understands, in its sole discretion, that the customer's activities and behaviors have caused or may cause harm to third parties or the company;

The Client does not unreasonably comply with the obligations under the contract.

The client shall not be entitled to any compensation for the cancellation or suspension of his account in the company software.

The Client shall have no obligation to use the service of the Platform and can simply choose to stop using it at any time, as long as he has settled any outstanding liabilities to the Company arising from this.

## PLATFORM ENTRY PROCESS

As mentioned above, initially the Platform will operate for a limited number of customers, to whom we will provide free hardware installation and an annual subscription. The client enters the Platform ([https:// Live.kleemannlifts.com](https://Live.kleemannlifts.com)), downloads the app and uses the Codes he already has for the other KLEEMANN Applications. We can, if you wish, issue new codes. Confirmation of acceptance of the offer can be done in two ways:

For registration and use of the Platform, you must have the status of "Accredited User - Client". Before the completion of this annual benefit, we will contact you to renew our cooperation. As you already know, due to the existing commercial cooperation between us, **we legally possess the basic contact details with you**. We will use these to contact you.

## BENEFITS AND FEATURES OF THE "KLEEMANN LIVE" SYSTEM

The Platform is an innovative tool through which the Partners - Maintainers, will be able to control the installed and in operation elevators, without their physical presence. It is coherent that this Platform does not replace the physical presence of the elevator maintainer.

Concurrently, the Company will be able in real time to assist in the resolution of technical issues remotely, having access to this data. So the support that the Company will provide to the Partner - Maintainer will be more immediate and effective. It will form in real time and remotely the overall picture of the operation of the elevators, will detect failures and will introduce improvements in the products.

The platform communicates with the elevator (currently only the Genius 20 panel has this technical capability) via the autodialer (a device installed in the elevator, with which telephone calls are made from the elevator in case of emergency). The autodialer is compatible and has a sim card with talk time, to communicate with a trapped elevator passenger, in case of shutdown. Undoubtedly, this sim card is part of the elevator equipment, and the cost of its use is fully covered by the respective Management Committee of each building. In any case, the usefulness of this sim card and the telephone connection that accompanies is the communication of the passenger of the elevator for assistance in case of entrapment. The Company to use the "KLEEMANN LIVE" platform in practice, will use the sim card as a channel of communication and data transfer from the elevator to the user - subscriber. But it adds the ability to the user - subscriber to process data, which will be received from the elevator on the platform "KLEEMANN LIVE"

The data transferred in real time are:

Status report of all elevators of the user Normal Mode / Out of Order - Operational Status.

Report of connection status of all the elevators of the user to Network provider  
Communication Status / Network Provider

In addition, the Platform has developed a number of data analysis widgets sent by each connected elevator:

Controller uptime: time ratio that all elevators are not in error state.

Total Error time: total time that all the elevators are in error status.

Total time in orange status: total time that all the elevators are in orange status.

Total number of elevators in orange status: The user's total number of elevators that are in Orange Status (They don't meet KLEEMANN standards) Total amount of rides via the chart "Rides" of the portal.

Total motion distance via the chart "Rides" of the portal.

Total motion time ratio – outputs via the chart "Rides" of the portal – for a specific time period

Trips per day: Mean Score = the amount of motion from the chart "Rides" of the portal divided by the amount of the selected days.

Total errors per source: Total amount of errors with source X.

Average error recovery time: Mean Score – total time that an elevator is in error status for a defined time period divided by the amount of errors for the defined time period.

Total Stands still Time: total time that an elevator stands still without being in error status.

An important part of the innovation presented by the Platform is the remote possibility for the user to intervene in the elevator. More specifically:

In case of failure receives a notification and can respond much faster. The user- subscriber can assign the repair to an employee faster.

Receives messages about the current elevator status "event log, error log, preventive maintenance messages".

Intervenes remotely in parameters thus avoiding an on-site visit.

Can send specific commands to the Door Open, Door Close, and Call to upper floor panel

#### COOKIES USE POLICY

Cookies are small text files that a website stores on your computer or mobile device when you visit it.

In the Platform we use only session cookies. This is to allow the site to memorize your preferences (such as username, language, etc.) for a specific period of time.

Session cookies allow the site you are visiting to track your page-by-page traffic so that you are not asked for the same information you have already provided on the site. Session cookies let you navigate multiple pages of a site quickly and easily without having to authenticate or reprocess every new site you visit. A cookie, like a key, allows you to quickly switch from one place to another. If you select the option "No cookies" every time you open a new website, the server on which that page is stored will treat you like a brand new visitor.

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