

General Conditions of Use for the Sennheiser Service Portal

The following conditions constitute the legally valid agreement between you and SENNHEISER for the use of the Sennheiser service portal. If you do not want to consent to these conditions, you may not use the Sennheiser service portal. Your continued use of this service portal shall be construed as your agreement to these conditions and agreement as to their validity.

1. Subject of the agreement

- 1.1 SENNHEISER provides certain persons selected and employed by SENNHEISER's sales subsidiaries and sales partners (referred to hereinafter as sales partners) with access to the Sennheiser service portal. The Sennheiser service portal contains among others (i) a collection of information for products, their documentation, software and parts lists and all spare parts, (ii) support information with status information on repair jobs, (iii) a knowledge database with information about causes of faults, product adaptations etc., and (iv) a platform for an exchange of information. These conditions of use constitute the contractual rules for using the Sennheiser service portal.
- 1.2 SENNHEISER has clarified with its sales partners that certain users may have access to the Sennheiser service portal. Access to the Sennheiser service portal is granted to registered users of the sales partners for the duration of this contract, unless the access has been blocked consistent with this agreement or in accordance with the action of the sales partners or subsidiaries.
- 1.3 SENNHEISER is free in its design of the Sennheiser service portal and can change its contents at any time. In the context of this contract, SENNHEISER is also entitled to change access authorizations, and to completely or partly discontinue services under the Sennheiser service portal.
- 1.4 SENNHEISER is under no obligation with regard to a certain availability of the Sennheiser service portal. Nor is SENNHEISER under any obligation to the user to update the service portal or to provide items of certain information. User is solely responsible for the equipment and resources necessary to access the portal.
- 1.5 At the moment, the Sennheiser service portal is provided with a German and English user interface. SENNHEISER can offer additional user interfaces or take existing user interfaces of individual language versions out of the portal. Documents and other contents available through the Sennheiser service portal are also only available in individual language versions, where applicable.
- 1.6 The user is granted a license to use the information available on the Sennheiser service portal, in the scope stated in No. 4 of this contract.
- 1.7 The subject of this contract consists solely in free access to the Sennheiser service portal and in the use of free information and services. If in future SENNHEISER makes fee-paying offers available within or outside the scope of the Sennheiser service portal, such fee-paying offers are not part of this contract. An additional agreement has to be concluded for such offers.

2. Contents and materials

- 2.1 The information available via the Sennheiser service portal ("contents and materials") reflect contents and materials which reflect the specific current state of knowledge at the moment in time of placing the contents and materials on the Sennheiser service portal. Sennheiser is entitled to change the provided stock of contents and information at any time, to add or delete contents and information and to exchange existing contents and materials for other contents and materials.
- 2.2 As the provided contents and materials merely represent the state of knowledge at the point in time of being provided in each case, under certain circumstances it is possible for the contents and materials to be technically incorrect.
- 2.3 Impaired functions, malfunctions and damage to products can have many different causes. In this context, it is not part of the scope of services provided by SENNHEISER within the Sennheiser service portal to make information available to such a complete extent that solutions are provided for all conceivable questions. Rather, the Sennheiser service portal serves merely to document the state of knowledge at the point in time of making the corresponding contents and materials available in the Sennheiser service portal.

- 2.4 It is not part of the scope of services provided by Sennheiser to ensure that the contents and materials can actually be implemented in practice. The user alone bears all risks associated with corresponding use.
- 2.5 User acknowledges and agrees that SENNHEISER is providing the service portal as a courtesy and as a result has no liability for any inaccuracies or incompleteness of the content and materials on the portal.

3. Statutory protected rights/property rights

- 3.1 You are aware that the contents and materials available through the Sennheiser service portal are protected by copyrights, patents, trademarks and service marks, other intellectual property rights, company secrets or other statutory rights.
- 3.2 Unless explicitly stated otherwise for the individual contents and materials, the contents and materials available through the Sennheiser service portal are either the sole property of SENNHEISER under SENNHEISER's power of control, or have been licensed by SENNHEISER from third parties.
- 3.4 Insofar as contents and materials licensed from third parties have been downloaded and are to be used, the license conditions of these third parties also apply. Details are stipulated accordingly for the corresponding contents and materials. If the information you obtain comes from a third party, you will be informed of the identity of this third party by means of a logo or other information.
- 3.5 During your use of the portal you may, from time to time, contribute content and materials to the portal. You represent and warrant that you have the right to contribute such content and materials and you hereby grant SENNHEISER a worldwide license to use such content and materials in the course of SENNHEISER's business. You further indemnify and hold SENNHEISER harmless from any claim by any third party that such materials infringe upon or misappropriate their intellectual property or proprietary rights.

4. Granting a limited license

- 4.1 Unless explicitly stated otherwise elsewhere or unless more extensive restrictions result from the particular circumstances, SENNHEISER grants you the non-exclusive, non-transferable right to download the contents and materials available through the Sennheiser service portal onto a single computer for your personal use and to printout the contents and materials for your personal use, insofar as you leave all copyright references and other references to protected rights untouched. The right of use is limited in time to the term of this contract.
- 4.2 You must only use the saved and printed contents and materials for legitimate purposes consistent with these terms and conditions.
- 4.3 After the contract has been terminated, you are obliged to delete all contents and materials and all duplicated copies that you have made of the contents and materials, unless agreed otherwise between SENNHEISER and the sales partner.
- 4.4 Contents and materials made available through the Sennheiser service portal can contain technical mechanisms which rule out certain uses; for example, it can be made technically impossible to save certain contents and materials on your computer. You undertake not to bypass such mechanisms; these mechanisms constitute an implicit restriction of the permitted scope of use. This also applies in cases where the technical mechanisms can be bypassed by known methods.
- 4.5 You are not entitled to duplicate, distribute, publicly reveal, reproduce, edit or use the contents and materials available through the Sennheiser service portal in any way in changed or unchanged condition, unless you have been granted an explicit license to this effect. You do not acquire any rights to the contents and materials or correspondingly derived contents and materials going over and above the rights according to No. 4. All property rights remain with SENNHEISER.
- 4.6 Any duplication, distribution, public revelation, reproduction, editing or other use in edited or non-edited form not covered by the granted license is illegitimate and automatically terminates your rights under these terms and conditions.

5. Duties of the user

- 5.1 You undertake to keep any passwords received from SENNHEISER for access to the Sennheiser service portal and any later changed passwords as a strict secret, and to inform SENNHEISER immediately as soon as you become aware that such a password has become known to unauthorized third parties.
- 5.2 You confirm and assure that your personal details stated on concluding the agreement and other data relevant to the contract are complete and correct. You undertake to inform SENNHEISER without delay of any changes to the data by making adjustments within the Sennheiser service portal. You also undertake to confirm that the data are correct and up-to-date at any time, should this be queried by SENNHEISER.
- 5.3 You confirm and assure that you have been selected by the SENNHEISER's sales partner and are entitled to set up access to the Sennheiser service portal.
- 5.4 In the event that your employment with the sales partner who has consented to the access authorization should be terminated, you undertake to inform SENNHEISER accordingly. You also undertake not to use the SENNHEISER service portal any longer after termination of your corresponding employment.
- 5.5 You declare and confirm that you are bound to abide by these conditions of use and to the scope of the license granted with these conditions of use.
- 5.6 You are aware and herewith confirm that SENNHEISER is entitled at any time to change the contents, alter the access authorizations and to block or limit access to the Sennheiser service portal.

6. Secrecy

- 6.1 SENNHEISER provides you with know-how and confidential information through the Sennheiser service portal. You undertake to keep secret all the confidential information obtained in the context of this contract and in using the Sennheiser service portal together with the provided know-how, and not to make it available to third parties. Employees of the sales partner that employs you who are involved in servicing SENNHEISER products, may be provided by you with information they need to carry out their work during the term of this contract; however, you must not grant them any usage rights to the contents and materials.
- 6.2 Furthermore, you undertake not to use the know-how made available to you by SENNHEISER for any other purpose than for servicing SENNHEISER products.
- 6.3 This secrecy obligation also applies for the time after termination of this contract.
- 6.4 The obligations of this secrecy agreement do not apply to information (i) which becomes known to you legitimately without violating your secrecy obligation, (ii) which becomes general public knowledge without any fault on your part, (iii) which has been developed by you and without making any use of SENNHEISER's confidential information or (iv) which has become general public knowledge because of a legally valid decision issued by a court or state authority.

7. Termination of the contract /blocking access

- 7.1 Both parties can terminate this contract at any time without giving reasons and without complying with any periods of notice.
- 7.2 The contract is terminated without needing notice on termination of the employment between you and the sales partner clarifying that you should be granted access.
- 7.3 Notwithstanding the rights to termination as per No. 7.1, SENNHEISER is entitled to block your access to the service portal even during the on-going contract, (i) if the access to the Sennheiser service portal has not been used for a period of more than 12 (twelve) weeks, or (ii) if there are signs indicating that your access is being used illegitimately.

8. Limitations of Liability

- 8.1 SENNHEISER provides the contents and materials free of charge. The parties agree that for this reason, SENNHEISER's liability is restricted. Except to the extent caused by wilful misconduct, SENNHEISER assumes no liability in connection with the provision of the service portal. SENNHEISER hereby disclaims any and all warranties, express or implied, regarding the service portal or the information, materials and other content provided on the portal.
9. Final provisions
- 9.1 The contract is subject to the laws of the Federal Republic of Germany, ruling out application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) and the application of conflict of laws provisions.
- 9.2 International cases shall be dealt with only at the courts of the Federal Republic of Germany.
- 9.3 Should any individual provision of these General Conditions of Use for the Sennheiser Service Portal be invalid, this does not affect the validity of the remaining conditions. Instead of the invalid clause, the parties shall agree on a ruling which comes as close as possible to their original intentions from an economic point of view. This also applies if any possible amendments to these conditions should become necessary.