SILVERCREST SSRA1 – User Agreement

1. Overview

This User Agreement is a legally valid agreement between the User and **KSR Group GmbH** (hereinafter **"KSR"**). A User is a person who is willing to accept or has already received a product or a service. **"User"** is a general term for the users of intelligent products and services. Therefore you should read the entire contents of this User Agreement carefully before you register as a User or accept a product or service.

The **"User"** understands the terms and conditions of this User Agreement and accepts them by clicking on the button "read and accepted".

It is furthermore pointed out to the User that with the amendment to the terms and conditions of operation KSR reserves the right to amend this User Agreement and the associated terms and conditions of service at any time. KSR will notify and inform the User about any amendments to this User Agreement by e-mail. The User must confirm the amendment by clicking on the button "read and accepted". If the User does not agree with the User Agreement or the associated terms and conditions of service or the amendments, the User himself can stop using the products and services provided by the content provider.

If the User deliberately revises the Agreement or the terms and conditions of service and continues to use the KSR service with which the product and services are provided, the User agrees to the intended amendment to the terms and conditions of use and the associated terms and conditions of service. KSR shall not be liable for any damages caused to the User due to ignorance of the announcement of an amendment.

2. Copyright Statement

Copyrights, patents, trademarks, business secrets, other intellectual property rights, trademark rights or other rights that are provided for data, materials and technologies (including the relevant software) in connection with products and services remain the intellectual property of the right-holders. All rights reserved. The User is not permitted to change, copy, forward, transfer, display, execute or authorise such information, materials, software, products or services, or to create works derived from the same, unless the User has obtained the prior written consent of the Property Rights Department of Intel or its right-holders. Works, transfer or sale: If the User fails to comply with the above provisions of this Article, KSR may - with reservation of other rights - terminate the provision of products and services to the User immediately. The User must destroy all the above-mentioned information, materials, software or products that have already been received. KSR is the owner of all data information that the User generates during use of the intelligent software or acceptance of the intelligent services.

3. Account and Password

The User understands and accepts that account numbers and passwords may not be passed on or transferred to other persons without the explicit approval and registration of the User. If accounts or passwords are disclosed through the fault of the User, or if the User uses the product in order to infect it with a virus or a Trojan, the User shall bear the resulting loss.

Employees of KSR (including, without limitation, administrators of websites and forums, customer service employees, etc.) will never ask for the User's password. Therefore the User may not give the password to other people or share the account with more than one person.

If the User discovers that the account number or the password is being used illegally or improperly, he must notify the KSR team

(support.lidl@ksr-group.com) immediately and present suitable evidence for an application for the account to be blocked. Any damages incurred as a result of loss of the account shall be deemed to have been caused deliberately, and KSR shall not be liable for any claims for damages. However, if the User makes an application in accordance with applicable law, he shall be obliged to assist the office handling the case.

4. Rights of Users

The User can use the information required for the service on an intelligent server with a lawful account. If the User does not agree with this User Agreement or has objections to a change of the substantial meaning or is not satisfied with the products and services offered by KSR, he can stop using the products and services at any time. If the User stops using intelligent products and services, KSR shall have no further obligations or responsibilities vis-à-vis the User.

5. User's Obligations

The User must provide his own smartphone, which is required for registration and use of the network. The User is obliged to duly maintain the account and the password used by the User. On login with the right account and password, the person using the account is deemed to be the lawful User and all this person's actions shall be deemed as actions by the User. The User undertakes to comply with the terms and conditions on the website of KSR and of the customer service centre. The User should check the terms and conditions published on the official website of KSR regularly. When using intelligent services, the Users should observe the following principles:

(1) Comply with the relevant local laws and regulations.

(2) Service systems must not be used for illegal purposes.

(3) Comply with all service-related network agreements, regulations and procedures.

(4) Any modification of the website and the provided software, including, without limitation, reverse engineering, decompiling, disassembly, copying or distribution, is not permitted.

(5) Improper use of network services that could impair KSR (including, without limitation, damages, attacks on the server or overloading the server) is not permissible.

(6) Intellectual property rights must not be used for the creation or provision of identical or similar network services, such as for instance simulation servers, without explicit legal consent.

(7) You are not permitted to use any products owned by KSR or network systems in order to operate products that impair normal use of the Internet or could obstruct normal use of third-party products and network services.

(8) The intelligent Internet service must not be used to transmit harassing, slanderous, insulting, intimidating, vulgar, fraudulent or other illegal information.

(9) The services of KSR must not be used for purposes that are not in keeping with the normal business conduct of KSR.

(10) Do not use any information that could cause KSR damage and is protected by copyright.

(11) KSR must be notified immediately on discovery that the illegal use of a user account constitutes a security breach.

6. Cancelling or Terminating the Account, Blocking a Service

KSR reserves the right to terminate the user account or to cancel or block the services for the User in whole or in part at any time in the case of the following breaches by the User:

(1) Breaches against this User Agreement or other published service regulations;

(2) Misuse of the agreed rights;

(3) Use of the KSR services with inadmissible means;

(4) Actions that impair the rights and interests of KSR and its right-holders, affiliated companies or partners, as well as the lawful rights and interests of other Users;

(5) Breaches of local laws and regulations;

(6) Breaches of social customs and conventions;

(7) Other breaches of the relevant provisions of the intellectual property.

7. Interruption of the Network Service

If one of the following situations occurs, KSR is entitled to stop the provided network service without prior notice, and shall not be liable to the User:

(1) Regular maintenance, setup of relevant website servers and other network devices or the associated official websites for the provided products and network services; Users can look up the down-times for maintenance works on the official Website of KSR;

(2) Necessary maintenance, setup of relevant website servers and other network devices or the associated official websites that provide products and network services at the discretion and judgment of KSR at any time;

(3) Failure of the software and hardware of the cooperative partner system due to KSR, malfunction or loss of human operation;

(4) Invasion of the networks of KSR by other people, modification, change or compiling of website data, or execution of actions that impair the normal operation of the KSR computer systems;

(5) Force majeure;

(6) Statutory or legal process requirements of relevant companies;

(7) Other regulations based on laws or national directives;

8. Termination of the Network Service

KSR may terminate the network service at any time in accordance with the current situation and shall not be liable, if Users or third parties terminate the network service at any time.

9. Protection of Privacy

Protection of the User's privacy is important to KSR.

KSR will take commercially reasonable measures to guarantee security of the Users' personal data. KSR will use generally available security

technologies and methods to protect the Users' personal data from unauthorised access, unauthorised use or disclosure. KSR shall not be liable for loss of the user account or disclosure of the User's personal data through no fault of KSR.

KSR shall not disclose the account number and the password in the user registration data without the User's consent.

However, this does not apply to the following situations:

(1)   The Users are entitled to disclose these personal data;

(2)   KSR is obliged to disclose the User's personal data by relevant laws, regulations or administrative provisions;

(3)   KSR is obliged to disclose the User's personal data through legal proceedings by judicial or administrative authorities;

(4)   The User's personal data must be disclosed within the statutory scope in order to protect the intellectual property rights of KSR and other property rights and interests;

(5)   In an emergency, the User's personal data may be disclosed in order to protect the personal safety of other Users and the public, where permissible by law;

(6)   KSR may cooperate with third parties to provide related products and services to the Users. In this case KSR may register the User if the third party accepts the same responsibility for protection of the User's privacy. Information is provided to the third party.

10. General Data Protection Regulation (GDPR)

KSR complies with all the statutory regulations concerning the protection, use and privacy of personal data and data security. In particular, KSR complies with the relevant provisions of the Austrian Data Protection Act (*DSG*) and the General Data Protection Regulation (GDPR) of the European Union. According to Art. 26 of the Austrian *DSG* and Art. 14 of the GDPR, the customer has a right to information, to rectification, to erasure, to be forgotten, to restriction of processing and data portability, as well as a right to object. In particular, the User may withdraw his consent at any time and without stating reasons in order to prevent further processing of the personal data that were obtained and used with prior consent of the data subject.

The further conditions and provisions, in particular a detailed description of the data collected, are defined in the Data Privacy Policy of KSR. The User accepts the Data Privacy Policy of KSR by clicking on the button "read and accepted".

11. Liability on Breach of Contract

The User undertakes to protect the interests of KSR and other users. If the User acts in breach of laws, regulations or terms and conditions of this User Agreement and causes damages to KSR or other third parties, the User shall be liable for any resulting claims for damages. The User undertakes to indemnify parent companies, subsidiaries, affiliated companies, employees and all workers with an interest worthy of protection due to breaches of relevant laws, regulations or this User Agreement.

12. Disclaimer

Within the scope permissible by law, KSR neither makes any explicit or tacit assurances with regard to marketability, reliability, accuracy, completeness or freedom from viruses, nor grants any tacit guarantee to the User or accepts any liability for errors. Furthermore, within the scope permissible by law, KSR does not guarantee that the offered products and services meet the requirements of the Users, or that the provided services will not be interrupted. Timely provision of the products and services cannot be guaranteed with certainty, either. This also applies to the correct, prompt and smooth transmission of the data. Within the scope permissible by law, KSR shall not be liable for any damages caused unintentionally, indirectly, deliberately or in any other manner in connection with the use of other products or services, or for indirect damages or claims (including, without limitation, personal injury, loss of private sphere, non-fulfilment of obligations, including integrity or reasonable care, negligence and damages due to other financial losses or loss compensation).

13. Jurisdiction

The interpretation and application of the relevant specifications of these products and services, as well as the rights and obligations arising from use of the products and services by the User shall be governed by the laws of the **Republic of Austria**.

Therefore any disputes shall be settled by the court at the venue of **KSR Group GmbH** as the court of first instance.

If contents of this User Agreement collide with the law applicable at the User's location, the law applicable at the User's location shall prevail.

14. Delivery and Notifications

All notifications within the scope of this User Agreement may be made by announcements, e-mail or normal post; these notifications shall be deemed served upon the recipient on the day on which they are sent.

15. Other Provisions

In the case of differences of understanding of the provisions of this User Agreement, interpretation of the intention of these provisions shall apply. Should individual provisions of this User Agreement be invalid in whole or in part, or unenforceable for any reason, the other provisions of this User Agreement shall remain valid and binding for the parties to the Agreement. The headings in this User Agreement serve only for easier reading and have no legal or contractual effect.