

## **xChange Platform - General Terms of Use**

### **1. Scope**

1.1 Any use of this Internet page (the “ams OSRAM Web Site”) as offered by OSRAM Opto Semiconductors GmbH and other legal entities within the ams OSRAM group of companies (“ams OSRAM”) is subject to the Terms of Use set forth below. By using the ams OSRAM Web Site or by logging in (should a separate log-in be required), you declare your agreement with the Terms of Use. (Follow [this link](#) to the list of the legal entities within the ams OSRAM group of companies)

1.2 In individual cases, additional special terms (“Special Terms”) may apply, e.g. in connection with purchases of products and/or services. The provisions of the Special Terms apply if the latter contradict the present Terms of Use.

### **2. Services Provided by ams OSRAM**

2.1 ams OSRAM makes certain information and possibly software programs, along with the requisite documentation where applicable (“Software”), available for you on the ams OSRAM Web Site. The use of the information and Software made available on the ams OSRAM Web Site is subject to these Terms of Use.

2.2 ams OSRAM reserves the right to shut down the ams OSRAM Web Site, in whole or in part, at any time.

### **3. Registering for and Access to Password-Protected Areas**

3.1 In the interest of ensuring the security of business transactions, some areas of the ams OSRAM Web Site are accessible only after you have registered and logged in by entering a password. In particular, ams OSRAM reserves the right to require users to register even for pages that have been freely accessible up to now.

3.2 ams OSRAM reserves the right to refuse to register any user.

3.3 If registration is required, you must provide accurate information when registering and must notify ams OSRAM immediately of any subsequent changes (online, if required). You will ensure that the e-mail address you provided is active and that you will receive e-mails that are sent to this address.

3.4 Once you have registered, you will be given a user name and a password (jointly referred to as the “User Data”). You are expected to change the password that ams OSRAM provided to you to a password known only to you the first time you log in. The User Data allow you to inspect and change your own data as well as to withdraw or expand your consent to the processing of your data.

3.5 You must ensure that your User Data are not accessible to third parties, and you are liable for all orders placed and other activities carried out using your User Data. You must log off from the password-protected area at the end of each online session. If you find out that third parties are abusing your User Data, you must notify ams OSRAM thereof immediately in writing and, where applicable, in advance by simple e-mail. Upon receipt of the notification, ams OSRAM will block access to the password-protected area to anyone using your User Data. Access shall be restored only if it is possible to stop all abusive use and if you have filed a separate application with ams OSRAM or have re-registered.

3.6 ams OSRAM has the right, at any time and without having to give any reasons, to deny you the right to access the password-protected area by blocking your User Data, especially if you have

- provided incorrect data when you registered;
- violated these Terms of Use or your duties of care in connection with the handling of your User Data;
- violated applicable laws when accessing or using the ams OSRAM Web Site; or
- not used the ams OSRAM Web Site for a longer period of time.

3.7 You may at any time request termination of your registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such an event, ams OSRAM will delete all of your User Data and all of your other personal data it stores as soon as this data is no longer needed.

#### **4. Intellectual Property Rights to the Information and Software published on the ams OSRAM Web Site**

4.1 The information published on the ams OSRAM Web Site, including the editorial materials; informational texts; Software; documentation; databases; photographs; video and audio clips; downloads; illustrations; artistic designs and other graphical elements; materials; names; trademarks; and logos are the property of ams OSRAM or the licensors of ams OSRAM and are protected under national and international copyright law and/or intellectual property rights related to databases, trademarks, and other industrial property. You shall observe these rights and, in particular, you shall not remove alphanumeric codes, marks or copyright notices from the information, the Software or the documentation, nor from any copies thereof.

4.2 You may not systematically download, reproduce and/or disseminate the information on the ams OSRAM Web Site.

4.3 The word and figurative mark ams OSRAM, other product trademarks, illustrations and logos identify ams OSRAM products and are the registered property of ams OSRAM or its licensors. Trademark registrations may not yet have taken place in all relevant countries. These trademarks may only be used with the express permission of ams OSRAM by contacting the Brand Services Desk. ([EMAIL](#)) The ams OSRAM name may be used as a cross-reference, e.g. to link to this Web Site. ams OSRAM must be given prior notification of any such use.

#### **5. Rights to Use the Information Posted on the ams OSRAM Web Site and the Software Provided on the ams OSRAM Web Site**

5.1 ams OSRAM gives you the non-exclusive, revocable, non-transferable and non-sublicensable right to access the information and Software provided on the ams OSRAM Web Site and to use the information and Software for personal and non-commercial purposes. Above and beyond the personal and non-commercial use, you may not change; copy; reproduce; sell; lease; transmit; display; publish; license; process; use; supplement or otherwise exploit the information published on the ams OSRAM Web Site without the express consent of ams OSRAM.

5.2 Above and beyond the rights granted in item 5.1, nothing shall be construed as granting you, by implication or otherwise, any license or any right to use a patent, a trademark or any other intellectual property right of ams OSRAM. Nor is any license or any right to use a copyright or other rights related to the information published on the ams OSRAM Web Site granted thereby.

## **6. Additional Terms of Use for the Software Provided on the ams OSRAM Web Site**

6.1 Above and beyond these Terms of Use, using the Software made available on the ams OSRAM Web Site may also be subject to Special Terms and/or Software Terms of Use. In case of contradictions, Special Terms and/or Software Terms of Use shall have precedence over these Terms of Use.

6.2 In general, Software shall be made available to you in object code. There is a claim to surrender of the source code only with respect to the source codes of open source software, whose license conditions have precedence over these Terms of Use when open source software is passed on and require turning over the source code.

6.3 Unless mandatory law otherwise allows, you shall not modify the Software or its documentation nor disassemble, reverse engineer or decompile the Software or separate any part thereof. You may make one backup copy of the Software where necessary to secure further use in accordance with these Terms of Use.

## **7. Your duties when using the ams OSRAM Web Site**

7.1 The use of the information and Software made available on the ams OSRAM Web Site is subject to these Terms of Use and possibly other applicable Special Terms.

7.2 When using the ams OSRAM Web Site, you may not:

- harm other persons, particularly minors, or infringe their right to privacy;
- use the Web Site in ways that violate these Terms of Use or any Special Terms that may apply;
- breach public morality through your manner of using the web site;
- infringe any intellectual property rights and copyrights, or any other proprietary rights;
- upload any content containing a virus, so-called Trojan horses or any other program that could damage or modify the software;
- damage, deactivate, overload or in another way adversely affect servers or networks that ams OSRAM uses;
- obtain unauthorized access to accounts, computer systems or networks that are linked to the ams OSRAM Web Site;
- enter, store or upload hyperlinks or content to which you are not entitled, particularly in cases where such hyperlinks or content are in breach of confidentiality obligations or unlawful;
- disseminate advertising, unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects and the like, or solicit participation in lotteries, snowball systems, chain letters, pyramid schemes or similar activities.

7.3 The ams OSRAM Web Site may not be framed.

7.4 ams OSRAM may block access to the ams OSRAM Web Site at any time, especially if you violate your duties under these Terms of Use.

## **8. Liability of ams OSRAM**

8.1 ams OSRAM is responsible for "its own content" on the ams OSRAM Web Site in accordance with applicable law. However, ams OSRAM does not assume any liability for the accuracy and

completeness of the information on the ams OSRAM Web Site. Cross-references (i.e. "links") to content made available by other providers must be distinguished from ams OSRAM's own content. Such links enable ams OSRAM to make "third-party content" available for use on its Web Site. Any such third-party content is reviewed at the time the link is created as to whether the link may trigger any potential liability under civil or criminal law. It cannot be precluded, however, that the respective providers will modify their content at some point in time. ams OSRAM reviews the third-party content on the ams OSRAM Web Site to ensure that it need not respond on an ongoing basis to changes that may give rise to new liability. Please notify us if you believe that the linked, third-party pages violate applicable law or otherwise contain inappropriate content.

8.2 ams OSRAM endeavors to ensure that the ams OSRAM Web Site is available uninterruptedly and that transmissions or Software downloads work flawlessly. Due to the nature of the Internet and computer systems, however, ams OSRAM cannot guarantee these services. In particular, your access to the ams OSRAM Web Site may be interrupted or limited from time to time so that we can make adjustments or carry out updates.

8.3 In case of claims for damages, ams OSRAM shall be liable as provided by law solely (1) in case of intent and gross negligence; (2) in case of harm to life or limb; (3) in case we have assumed delivery or quality guarantees; (4) in case of malicious concealment of a defect; as well as (5) in case of claims based on German product liability law.

8.4 If ams OSRAM culpably breaches a material contractual duty, or if you are entitled to claims for compensation of your loss in lieu of performance, our liability shall be limited to compensation of the typically occurring, foreseeable loss. Material contractual duties shall mean for the purpose of these terms those duties protecting the customer's essential legal positions, which the contract is meant to grant according to its content and purpose; in addition, those duties, enabling the fulfillment of the contract and regularly trusted on by the customer are deemed to be material duties (e.g. delivery of the agreed products with the agreed characteristics, respectively the characteristics stated in the specifications, in due time and suitability of those products for the agreed purpose, respectively the purpose stated in the product description). No other claims for damages (e.g. consequential damages) may be brought against us.

8.5 The information on the ams OSRAM Web Site may contain specifications or general descriptions related to the technical capabilities of individual products, which may not be available in individual cases (e.g. due to product changes). The products' desired performance features thus must be agreed upon in every case at the time of purchase.

## **9. Viruses**

Although ams OSRAM makes every effort to keep the ams OSRAM Web Site free of viruses, OSRAM cannot guarantee that it is free of viruses. Before using the ams OSRAM Web Site and, in particular, before downloading information or Software, for your own protection as well as to prevent the transmission of viruses to the ams OSRAM Web Site, you shall take the necessary steps to ensure appropriate and up-to-date security measures and virus scanners at your end.

## **10. Country-Specific Requirements and Contact Info**

10.1 The individual pages of the ams OSRAM Web Site are operated and administered by the company (ams AG, OSRAM Opto Semiconductor GmbH or OSRAM GmbH and/or its subsidiaries) that is specified on the respective ams OSRAM Web Site along with their respective contact information.

10.2 The pages take the requirements of the respective country into account where the given company has its place of business. ams OSRAM does not accept any responsibility for the fact that information or Software on the ams OSRAM Web Site may be viewed or downloaded at locations outside the given country. If users access the ams OSRAM Web Site from outside the given country, they alone are responsible for complying with all applicable rules and regulations under that country's laws. It is prohibited to access the information and Software on the ams OSRAM Web Site from countries where such access is unlawful. In such cases, and where the user wishes to enter into a business relationship with ams OSRAM, the user should contact ams OSRAM representatives in the respective country.

## **11.Export Controls**

The export of certain information and Software may – e.g. due to its nature or intended use or final destination – be subject to authorization. The user shall strictly comply with the export regulations that apply to the information and Software, in particular, those of the EU and/or individual EU member states as well as those of the USA. If applicable, ams OSRAM shall label any information and Software requiring authorization in accordance with the Austrian, German and EU export control list as well as the U.S. Commerce Control List.

## **12. Data Privacy and Protection**

Personal data that is made available or collected via this web site or in connection with it may only be used in accordance with the requirements of data privacy and protection laws and ams OSRAM's data privacy and protection policy. The present Terms of Use are subject to the [Data Privacy and Protection Policy](#) published on this Web Site.

## **13. Partial exclusion of information obligations**

Insofar as this is in accordance with the statutory regulations, there are no information obligations of ams OSRAM beyond these Terms of Use, the Imprint, the [Data Privacy and Protection Policy](#) and the Cookie Policy, in particular with regard to the webshop used on this Xchange Platform.

## **14. Amendments of the Terms of Use**

14.1 ams OSRAM reserves the right to change the Terms of Use or the Special Terms at any time. The Terms of Use as well as the Special Terms in effect at the time you use the ams OSRAM Web Site are those that apply to your use of the ams OSRAM Web Site.

14.2 If individual provisions of these Terms of Use or the Special Terms are invalid, such invalidity shall not affect the legal validity of the remaining terms.

## **15. Ancillary Agreements, Applicable Law and Place of Jurisdiction**

15.1 Ancillary agreements related to these Terms of Use shall be made in writing.

15.2 German law shall apply subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be Munich if you are a merchant as defined in the German Commercial Code.

15.3 If there are any problems with the products or services you purchased at the OSRAM Web Site, pursuant to European Directive No. 524/2013 you have the option of using an online dispute resolution platform made available by the European Commission; it may be accessed at <http://ec.europa.eu/consumers/odr/>. This is where you may file a complaint and have it processed by an independent dispute resolution office.

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