

PALFINGER Media Portal – Terms of Use and Service

These Terms of Use and Service for the PALFINGER Media Portal (“**Terms of Use and Service**”) apply for the use of the services of the PALFINGER Media Portal (“**Services**”). PALFINGER AG (“**PALFINGER**”) is the service provider for the PALFINGER Media Portal.

The PALFINGER Media Portal provides media assets (images, graphics, videos, documents, etc.) to PALFINGER, its subsidiaries, dealers, and partners. These media assets may be used and distributed for promotional purposes by PALFINGER as well as its subsidiaries, dealers, and partners, in compliance with the individual licensing terms and rights (“**Usage Restrictions**”). All audiovisual content is subject to copyright and other intellectual property protection rights.

For journalists and employees of media companies, all information and media assets offered via the PALFINGER Media Portal, are intended exclusively as a source for their own media reporting and are not intended for commercial use and advertising purposes. It is not permitted for them to pass on media assets to unauthorized third parties. Media assets and information may only be used citing the source disclosed.

All images, graphics, videos, texts, and other media assets and / or information published here – except if otherwise stated in the Usage Restrictions - are subject to the copyright of PALFINGER. The PALFINGER wordmark and the PALFINGER logo are registered trademarks and must be safeguarded.

By uploading any media asset, the user of the Services represents and warrants that:

- All necessary rights, licenses and permissions to an uploaded media asset are owned or have been obtained.
- The stated Usage Restrictions including Licensor Type, Licensor Name / Copyright are complete and correct. If a separate agreement exists concerning the delivery of a media asset any Usage Restrictions shall correspond to the provisions of such agreement. In case of discrepancies the separate agreement shall prevail.
- The media asset does not infringe any copyright, trademark, design right, trade secret or other intellectual property rights of any third party.
- Where identifiable individuals are depicted, all written consents from each such individual permitting the use and distribution of the media assets in accordance with the Usage Restrictions are obtained.

The user of the Services undertakes to indemnify and hold PALFINGER; its directors, officers, employees, subsidiaries, dealer, and partners harmless against any and all claims, liabilities, damages, losses and expenses arising out of or related to any breach of these Terms of Use and Service.

The uploading of any media asset does not constitute, create, or imply the formation of a contractual relationship other than the rights grant and obligations expressly set forth herein. The user of the Services acknowledges that no fee, remuneration, royalty or other form of compensation shall be due or payable for the upload, storage,

distribution, or use of the media asset unless expressly stipulated in a separate written agreement. All existing separate or additional agreements remain in force.

User of the Services shall not be granted any rights of use whatsoever, except as expressly set forth in these Terms of Use and Service.

In its reasonable interest, PALFINGER reserves the right to revoke and terminate any previously granted license or permission to use a media asset if the media asset is used or has been used with malicious intent or for purposes that may cause harm to PALFINGER or any third party.

User shall maintain the confidentiality of the access credentials. The sharing, disclosure, transfer or otherwise making access credentials available to any third party is strictly prohibited. User shall notify PALFINGER promptly of any unauthorized use of any password or any other breach of security.

PALFINGER does not assume any liability due to technical circumstances outside of its reasonable influence. The User acknowledges that the data provided by PALFINGER in connection with the Services may in some cases be inaccurate or incomplete. Furthermore, PALFINGER does not warrant that the Services will be available without any interruptions. Any Claims for damages by the User related to the completeness and correctness of the data provided as well as the availability of data access are hereby expressly excluded.

Any liability for PALFINGER for slight negligence (*culpa levis*) is excluded. PALFINGER shall therefore only be liable in case of intentional or grossly negligent conduct. In any case PALFINGER's liability is excluded regarding indirect damages, as well as consequential damages of any kind, such as lost profits, lost orders, business interruption, loss of data, costs for data recovery. Furthermore, PALFINGER's total liability emanating from or related to the Services is limited to the total amount of EUR two thousand.

PALFINGER may restrict, suspend or terminate the use of the PALFINGER Media Portal at any time and without any specific reason.

The Privacy Policy, governing the processing of personal data in connection with the use of the PALFINGER Media Portal, is annexed hereto and forms an integral part of these Terms of Use and Service.

These Terms of Use and Service shall be governed by and enforced in accordance with the laws of Austria without the application of the provisions on international private conflict law and of the provisions of the United Nations Convention on Contracts for International Sale of Goods.

If the Customer has its business seat in a member state of the European Union, Liechtenstein, Switzerland, Norway or Iceland, the exclusive place of jurisdiction in connection with the Agreement shall be the competent court for the city of Salzburg (Austria). If the Customer has its business seat outside the countries named before, all disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration (Vienna Rules) of the International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC) by a sole arbitrator

appointed in accordance with said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.

If any provision is held to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. Any invalid or unenforceable provisions shall be replaced by a valid and enforceable provision which closest reflects the meaning and purpose of the invalid or unenforceable provision.

PALFINGER reserves the right to amend these Terms of Use and Service at any time.