



# TERMS OF USE

## Terms of Use of the König + Neurath Website, including the Partner-Portal and Media Database

### §1 Scope of Application

König + Neurath AG (“K+N“) permits the use of the Website and Partner Portal provided by K+N exclusively on the basis of the following Terms of Use.

By registering on the Partner Portal and participating in and/or using it, you agree to the Terms of Use of König + Neurath and the valid conditions of use for the Partner Portal in their applicable version.

### §2 Registration

(1) The Partner Portal may only be used if the user has registered in advance.

(2) When registering on the Partner Portal, personal data is collected to verify your authorisation. This data is subsequently stored in order to ensure that an expired authorisation can be checked later. You are obliged to provide truthful information for the purpose of registration.

(3) König + Neurath reserves the right to revoke an access authorisation by blocking the user data, without being required to give reasons. Furthermore, König + Neurath reserves the right to block access to the Partner Portal from time to time or to discontinue or change it without prior notice.

(4) You are obliged to take precautions to ensure that none of your access data is made available to any third party. You shall be liable for all activities carried out under your access data on the Website made available to you.

### **§3 Use**

(1) All König + Neurath product images, logos and brand names or trademarks appearing on the Website, Database or Partner Portal are the property of König + Neurath or of companies affiliated with König + Neurath, or they are used by them under licence. On the Partner Portal, König + Neurath makes available product-related information such as product images, location images, product descriptions, fabric designs samples and other materials ("Advertising Content") to its customers and business partners.

(2) König + Neurath grants you a non-exclusive right to use, exploit, distribute and transfer the Advertising Content of the Website or the Partner Portal in the applicable territory and for the period of validity specified for the respective advertising material so that you can create advertising material such as websites, advertisements, brochures and catalogues, newsletters or similar for your promotional appearance which serves to market König + Neurath products. In addition, you may use the data provided to present products in online shops or on similar digital sales platforms.

(3) When processing image data and videos, these must not be changed with regard to the product itself nor with regard to any product descriptions, brand statements or logos. Illustrations, location pictures or key visuals must be used as shown. No excerpts may be used. The content of this Website, the Media Database or the Partner Portal must not be sold or commercially distributed.

(4) The Advertising Content provided must not be used beyond the rights of use expressly granted herein.

(5) In particular, you must not publish the Advertising Content made available on the König + Neurath Website and the Partner Portal in your shop or on your website before or after the period of validity or outside of the territory applicable to the respective advertising material. If you have any questions regarding the periods allowed for publication, please contact your responsible customer advisor at König + Neurath.

(6) The content of the Partner Portal may only be made available to third parties within the scope of the right of use granted.

### **§4 Applicable Territory**

As regards the use of the Partner Portal, these Terms of Use shall apply to the user and to K+N in their relationship to each other. The data published on the Partner Portal must be used in accordance with the applicable territory. This territory defines, in particular, in which countries (Germany/ Austria/ Switzerland, France, England, The Netherlands) this data may be used. When entering your details during registration, you can activate the Partner Portal for Germany, Austria/ Switzerland, France, England or The Netherlands and then view the content valid for each applicable territory.

## **§5 Validity of Advertising Content / Implementation of Changes**

(1) Advertising Content shall be valid for the period specified or until the file is replaced by a new one or is removed (e.g. due to portfolio updates or product changes).

(2) You are obliged to continually update the Advertising Content used in your shop and on your website and to promptly remove or replace any expired Advertising Content. Using obsolete Advertising Content may result in legal claims by third parties.

## **§ 6 Disclaimer of Liability**

(1) König + Neurath shall not be liable for the accuracy or completeness of the content of its Website, Database and Partner Portal, nor for the availability or accessibility of the services.

(2) Neither König + Neurath nor any of its affiliates shall be liable for any direct, indirect or consequential damage arising out of access to the Website, Database or Partner Portal or the use of their content or the content of any page linked to this Website.

(3) König + Neurath does not guarantee that the Website, Database or Partner Portal or their content are free of viruses. It is your responsibility to take appropriate security measures and use anti-virus software before downloading any Advertising Content in order to protect yourself and to prevent any virus from spreading through the Partner Portal.

## **§ 7 Data Protection**

Messages and materials which you send to König + Neurath will be treated in accordance with the Privacy Policy of K+N. For our Privacy Policy, please visit our Website (link: <https://www.koenig-neurath.de/made-in-germany/datenschutz>). Do not send or transmit any unlawful, threatening, obscene, libelous, pornographic or immoral material or material that constitutes or encourages unlawful or criminal conduct.

## **§ 8 Indemnification**

By registering, participating or using this Website, you agree to indemnify and hold harmless König + Neurath, its management, employees and agents against any claims, damages, loss, liability, costs and

expenses (in particular attorney's fees) which may result from:

(1) your use of and access to the Partner Portal;

(2) your violation of these Terms of Use;

(3) any infringement on your side against the rights of a third party, including but not limited to copyright, intellectual property, privacy and personal rights.

The obligation to indemnify shall apply only to the extent that any of the above violations can be solely attributable to König + Neurath.

## **§ 9 Modifications of Terms of Use**

König + Neurath may modify the conditions of use of the Partner Portal with immediate effect and do so at K+N's sole discretion and without giving prior notice. We therefore recommend that you visit and review this page on a regular basis for updates or additions to our guidelines.

## **§ 10 Assignment**

You must not assign or transfer your rights or obligations under these Terms of Use without the prior written consent of König + Neurath. K+N may assign or transfer your rights under this Agreement without your consent, provided that you have been notified in advance.

## **§ 11 Separability Clause**

(1) In the event that one or several provisions of these Terms of Use shall be or become ineffective, unenforceable or unlawful, either in whole or in part, the remaining provisions shall not be affected thereby.

(2) In the event that the effectiveness, enforceability or lawfulness of a provision can be established by deleting part of this provision, such provision shall apply in its modified form which is necessary to achieve the economic purpose of the provision intended by the parties.

## **§ 12 Applicable Law and Place of Jurisdiction**

These Terms of Use and any disputes or claims arising from or in connection with these Terms or relating either to them or the subject matter of the contract or the creation of these Terms (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding Private International Law.

The courts of Frankfurt am Main shall be the competent courts in respect of any claims arising out of or in connection with your visit to the König + Neurath Website, Database or Partner Portal. We reserve the right to bring an action against you for breach of these Terms of Use at the competent court at your place of residence and in any other relevant country.

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