

## Terms of Use

### Digital Trade Show Greiner Assistec

Greiner Packaging International GmbH, Greinerstraße 70, 4550 Kremsmünster (hereinafter referred to as "GREINER" or "we") grants you (hereinafter referred to as "user" or "you") the opportunity to use the Greiner Assistec Digital Trade Show (hereinafter referred to as "DT") on the basis of these Terms of Use.

You irrevocably and unconditionally accept the following terms of use. Any conflicting license terms or general terms and conditions, the user may reference, shall not apply.

GREINER sees a need for new channels to reach and inform its customers. Due to the current COVID-19 pandemic, customers no longer can participate in trade shows and events where GREINER has successfully presented itself so far. The use of the DT therefore represents a new and independent experience of a digital trade show.

With the DT we can represent a part of the event virtually, but also to integrate the real event via streaming into the digital event.

These Terms of Use are addressed to all users of the DT and are binding at the latest upon participation.

## 1 Registration

In order to use the DT, each user must register under the company name of his company as well as personal business contact data and activate the DT user account.

These are the following categories of personal data (hereinafter referred to as "registration data"):

- Company
- Country
- Salutation/Sex
- First and last name
- Business e-mail address
- Position in the company

Activation takes place online via e-mail (double opt-in).

Access is granted via personal link to the DT website. You are responsible for all processes that take place via your user account.

You are obliged to protect credentials from access by third parties. Once you are registered, you are obliged to ensure that third parties cannot spy on them.

GREINER reserves the right, at its own discretion, to exclude users from the DT at any time and to refuse registration.

## 2 Right of use, warranty

Upon activation of the user account by the user, GREINER and the user conclude a contract on the use of the DT in accordance with these provisions.

GREINER grants you a non-exclusive and non-transferable right to use the DT for the duration of the event. You may not rent, loan, sell, license, assign or otherwise transfer the right of use granted to you in the DT to any third party.

We make every effort to keep the DT and the services accessible with it constantly available. In particular, maintenance, security or capacity issues, as well as events beyond our control (such as disruptions of public communication networks, force majeure, etc.), may result in unavoidable disruptions or temporary discontinuation of the DT or the services accessible through it.

A compatible browser client and a smartphone, tablet or desktop are required to use the DT.

We are not responsible for the user's mobile data connection. The terms and conditions agreed by the user with the telecommunications provider in the mobile communications contract apply exclusively to the use of the SIM card/mobile connection.

By stating performance data or other descriptions of the DT, even if they refer to DIN and / or other standards, GREINER does not guarantee the quality of the DT. With regard to liability, the regulations according to Clause 9 (Liability) shall apply.

## 3 Rights GREINER

All services and contents of the DT, in particular all texts, logos, images, trademarks, graphics, artwork, animations, audio files and software enjoy legal protection, for example on the basis of copyright, moral rights, on the basis of registered designs, on the basis of patent, trademark, label and design law, database law, on the basis of trade secrets, data protection and confidentiality rights and on the basis of other similar rights. GREINER is either owner or licensee of all property rights existing on the DT and its contents or services. All rights shall remain with GREINER.

## 4 Prohibition of modifications of the software by the user

Any change and/or modification of the DT is prohibited to the user. You undertake to refrain from determining the source code of the software.

## 5 Features

The DT is a closed online system. Access is therefore only possible via an active internet connection using a web browser client (such as Google Chrome, Mozilla Firefox, Microsoft Edge, etc.) as a browser application on both mobile and desktop devices.

The user is offered contact and communication services with DT. GREINER does not participate in the content of the communication - insofar as closed or private channels are concerned - and is not responsible for communication taking place. If contracts are concluded via DT, GREINER is not involved in this and therefore does not become a contractual partner. The user is solely responsible for the execution and fulfillment of the concluded contracts. Furthermore, GREINER is not liable for any breach of duty by the user arising from these contracts.

The DT offers the following functionalities whose optimal use may be subject to further conditions of the service provider:

### 5.1 Matchmaking

The users cannot contact each other. The user can book specific expert meetings. GREINER can arrange a meeting with the ideal expert at GREINER based on the data provided by the user.

### 5.2 Video Streaming

The video streaming can only be used by the invited and presenting experts and GREINER as broadcaster. Visitors of the event participate as viewers of the corresponding streaming channel. Participation in streaming content (presentations, workshops) will be tracked anonymously for evaluation purposes.

### 5.3 Streaming accompanying chat function

Parallel to the video streaming, all users can exchange information in an accompanying chat. This is a **non-closed communication**. The respective contributions (posts) are visible to all participants in the video streaming. This function is offered by the provider <https://www.sli.do/>. This is an external service that you can use voluntarily. At least your IP

address will be stored and processed. Your personal data will be processed in accordance with the terms of use and policies of <https://www.sli.do/>.

### 5.4 Chat

Users can use a text chat to ask questions privately to GREINER. This chat is only visible to the visitor and GREINER. The chat function is provided by the provider [HubSpot | Inbound Marketing, Sales, and Service Software](#). At least your IP address will be stored and processed. Your personal data is processed in accordance with the terms of use and guidelines of <https://legal.hubspot.com/legal-stuff>.

### 5.5 Video-Chats

All users can make appointments with the GREINER experts and then exchange information via an integrated chat, which can also take place via an integrated video telephony solution. This chat function is provided by the provider <https://zoom.us/>. At least your IP address will be stored and processed. Your personal data will be processed in accordance with the terms of use and guidelines of <https://zoom.us/de-de/privacy.html>. See also section 5.6.

### 5.6 Video conferences

The DT offers the user the possibility to communicate via compatible integrated video conferencing software solutions (e.g. Teams, Zoom, etc.).

By participating, the user submits to the corresponding terms of use for the online services of Greiner [EN Greiner Online Services Terms of use.pdf \(sharepoint.com\)](#). Here, users can participate in video conferences, such as a workshop or a moderated round of talks. The contents of possible workshops, discussion rounds offered there are part of the event.

Regarding Zoom see section 5.5.

### 5.7 Votes, Surveys

For official content of the event (talks and presentations), the DT is equipped with a module that allows polls and surveys to be collected from the audience by the moderator. There is no obligation to participate in votes or polls. This function is offered by the provider <https://www.sli.do/>. This is an external service that you can use voluntarily. At least your IP address will be stored and processed. Your personal data is processed in accordance with the terms of use and guidelines of <https://www.sli.do/>.

### 5.8 Mediathek

The DT has a media library that can hold selected streaming content in the aftermath of the live streaming event as video on demand for retrieval, pdf, powerpoint, etc. etc.

**NOTE: User behavior and interaction during and in connection with the DT will be linked to the users registration data and processed according to the respective privacy statements.**

## 6 Duties of the user

The User shall comply with applicable laws and all third party rights when using the content and services within the scope of the DT. To provide only true and non-misleading information.

In particular, the user is prohibited from the following,

- a) to use insulting or defamatory content, regardless of whether this content concerns other users or other persons or companies;
- b) to use pornographic content or content that violates laws for the protection of minors or to advertise, offer or distribute pornographic products or products that violate laws for the protection of minors;
- c) use content protected by law (e.g. by copyright, trademark, patent, design patent or utility patent law) without being authorized to do so, or advertise, offer or distribute goods or services protected by law; and;
- d) engage in or promote anti-competitive activities, including progressive solicitation (such as chain, snowball or pyramid schemes)
- e) to unreasonably harass other users within the meaning of § 7 UWG (Unfair Competition Act).

When using the communication facilities within the DT, the user is furthermore not permitted, even if they do not specifically violate any laws, to

- a) send chain letters (SPAM);
- b) carry out, advertise or promote structural sales activities (such as multi-level marketing or multi-level network marketing);
- c) communicate in a lewd or sexual manner (explicitly or implicitly).

The following actions are prohibited to the user:

- d) using mechanisms, software or scripts in connection with the use of DT, except for those applications that are explicitly intended to connect to the DT;
- e) copying by means of "robot/crawler" search engine technology;
- f) distribution and public reproduction of content from DT or from other users;

- g) any action that is likely to impair the functionality of the DT's infrastructure, in particular to overload it.

## 7 Sanctions and blocking

GREINER may terminate the User without notice and take appropriate measures, including but not limited to blocking and/or deleting or issuing a warning to the user, if there are concrete indications that a User is in breach of statutory provisions, third party rights, against these Terms of Use, or GREINER has another legitimate interest, in particular the protection of other Users against fraudulent activities.

This will regularly be the case if:

- a) incorrect contact details are used, in particular an incorrect or invalid e-mail address;
- b) violation of the user against any contractual obligations towards GREINER;
- c) violation of the user obligations mentioned in section 2;
- d) advertising for associations or communities which are under observation by security or youth protection authorities;
- e) the user is involved in criminal prosecution due to his business conduct and harms one or more other users.

## 8 Data backup and data loss

We do not guarantee permanent storage of the data transmitted to the user's end user device (smartphone, tablet, notebook or desktop) in the course of using the services provided downloads. The user shall ensure that all data within the user's sphere of influence is properly backed up.

## 9 Data protection / declaration of consent

The user's data required for registration for the DT will be carefully stored and processed on the basis of voluntary consent pursuant to Art. 6 1 lit. a DSGVO. Your registration details will be transferred to our customer relations management software ("Sales Force" and "HubSpot"). Here you can find more detailed information about these providers <https://www.salesforce.com/company/legal/> and <https://legal.hubspot.com/legal-stuff>. Your personal data will be processed with the help of this software within [Locations | Greiner Assistec \(greiner-assistec.com\)](#) in accordance with our Privacy Policy for Business Partners, Customers and Suppliers, which you also accepted and confirmed during the registration process. You can find this under [Data privacy | Greiner Assistec \(greiner-assistec.com\)](#).

## 10 Contact

For **any inquiries regarding data protection**, you can also contact:

Greiner Packaging International GmbH

Greinerstrasse 70, 4550 Kremsmünster, Österreich

Tel.: +43 7583 72 51-0

E-Mail: [dataprotection@greiner-gpi.com](mailto:dataprotection@greiner-gpi.com)

For **any questions regarding the DT or this User Agreement**:

Tel.: +43 7583 72 51-0

[marketing@greiner-gpi.com](mailto:marketing@greiner-gpi.com)

## 11 Liability

GREINER shall be liable without limitation for damage suffered by the user only if such damage is attributable to its intentional or grossly negligent conduct. In case of slightly negligent breaches of duty GREINER shall only be liable in case of a breach of one of its cardinal obligations. Cardinal obligations are those obligations the fulfilment of which enables the proper performance of the contract in the first place and the observance of which the contracting party regularly relies on and may rely on. In this case GREINER's liability shall be limited to the direct damage of the user which is typical for the contract and foreseeable at the time of conclusion of the contract. This shall also apply to breaches of duty by legal representatives and/or vicarious agents of GREINER. Liability for culpable injury to life, body or health shall remain unaffected by this limitation of liability.

GREINER assumes no responsibility for the content, data and information provided by users and excludes any liability in this context. In particular, GREINER does not warrant that such content is accurate, fulfills a particular purpose or can serve such a purpose.

Liability in accordance with the provisions of the Product Liability Act remains unaffected

## 12 Hyperlinks

Referring links can lead to internet providers whose contents are not within the area of responsibility of GREINER. These links are recognizable as such from the context or marked

separately. GREINER has no influence whatsoever on the contents provided there and does not adopt them as its own. In particular, GREINER expressly distances itself from the statements that can be called up there.

## 13 Term of the usage relationship

The user relationship ends, without the need for termination, at the end of the DT (as published on the homepage). There is no active obligation to use the profile. However the user providing its data warrants that the data is correct (see Section 5.8). However, GREINER will maintain access to the DT until the end of the event.

## 14 Other provisions, severability clause

The User shall not be entitled to use the DT if the User is listed on the Specially Designated Nationals List of the U.S. Treasury Department or the Denied Persons List or Entity List of the U.S. Department of Commerce.

If individual provisions of these License Terms are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The whole or part of the invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision in a legally permissible manner. The same shall apply to the filling of any gaps in the contract.

The German version of these Terms of Use shall exclusively govern the content and interpretation of the rights and obligations of the users and GREINER.

## 15 Applicable Law, Dispute Resolution

The provisions of Austrian law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG, Convention of the United Nations on Contracts for the International Sale of Goods of April 11, 1980) is excluded.

Exclusive place of jurisdiction is Wels, AUSTRIA.