

## Annex

### STEINWEG DIGITAL SERVICES TERMS AND CONDITIONS

#### 1. Introduction

- 1.1 These terms and conditions ("Steinweg Digital Services Terms and Conditions") shall apply to any form of digital services employed by C. Steinweg Logistics (Thailand) Co., Ltd. ("Steinweg", "Company", "we") in the course of its services such as but not limited to our mobile application Steinweg Online, our website [www.online.steinweg.com](http://www.online.steinweg.com) or any other websites we might use to offer digital services, electronic data interchange ("EDI") and/or other digital services (collectively, the "Steinweg Digital Services"). By making use of our Steinweg Digital Services, you, whether as a guest or a registered owner, confirm that you accept these Steinweg Digital Services Terms and Conditions.
- 1.2 The General Terms and Conditions of C. Steinweg Logistics (Thailand) Co., Ltd. ("Steinweg Thailand") or, if the specific country terms and conditions of the subsidiary of Steinweg Thailand are applicable between you and that Steinweg Thailand subsidiary, those specific country terms and conditions, whichever the case may be, shall also apply to any issue which has not been dealt with by these Steinweg Digital Services Terms and Conditions, such as, but not limited to, applicable law and competent court, rates and tariffs, and/or payment conditions.

#### 2. Changes to terms and Steinweg Digital Services

- 2.1 We may revise these Steinweg Digital Services Terms and Conditions. We shall make available the latest version of these Steinweg Digital Services Terms and Conditions containing all amendments, variations and/or supplements to the same made in accordance with this paragraph 2.1 at [https://www.steinweg.com/uploads/steinweg/conditions/digital\\_services\\_terms\\_and\\_conditions/thailand\\_dstc.pdf](https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/thailand_dstc.pdf). The latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements shall take effect on such date determined by us. You shall be deemed to have taken notice of all amendments, variations and/or supplements to these Steinweg Digital Services Terms and Conditions on the date we make available the latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements made available at [https://www.steinweg.com/uploads/steinweg/conditions/digital\\_services\\_terms\\_and\\_conditions/thailand\\_dstc.pdf](https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/thailand_dstc.pdf). You undertake to keep itself apprised and updated on all such amendments, variations and/or supplements in the latest version of these Steinweg Digital Services Terms and Conditions made available at [https://www.steinweg.com/uploads/steinweg/conditions/digital\\_services\\_terms\\_and\\_conditions/thailand\\_dstc.pdf](https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/thailand_dstc.pdf) or at request, will be sent to you free of charge.
- 2.2 We may update the Steinweg Digital Services from time to time, and may change the content at any time. While we will use reasonable endeavours to ensure that the Steinweg Digital Services remain up to date, we do not guarantee that the Steinweg Digital Services, or any content on it, will be up to date at all times or free from errors or omissions.
- 2.3 In addition to these Steinweg Digital Services Terms and Conditions, other terms and conditions may apply to a Steinweg Digital Service, as set out in the respective document or additional correspondence, as the case may be. In the event of a conflict between any provision of these Steinweg Digital Services Terms and Conditions and these other terms and conditions, the other terms and conditions shall prevail.

#### 3. Accessing the Steinweg Digital Services

- 3.1 We do not guarantee that the Steinweg Digital Services, or any content on it, will always be available or be uninterrupted.
- 3.2 We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you if for any reason the Steinweg Digital Services are unavailable at any time or for any period, or if any claim, loss, damage, expense or cost is suffered by you by reason of your inability to access the Steinweg Digital Services at any time or for any period.
- 3.3 You will not be entitled to any refund of any fees (or any portions thereof) paid by you for the use of the Steinweg Digital Services during such period of interruption.

#### **4. Your account and password**

- 4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Steinweg Digital Services Terms and Conditions or any other written agreement entered into with us relating to the use of the Steinweg Digital Services.
- 4.3 You agree to accept responsibility for all activities on the Steinweg Digital Services that occur under your user account. You agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any activity that occurs under your user account.

#### **5. Intellectual property rights**

- 5.1 We are the owner or the licensee of all intellectual property rights in the Steinweg Digital Services, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 You agree not to copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Steinweg Digital Services without our expressed written permission. In the event that such permission is given, our status as the author of the content on the Steinweg Digital Services must always be acknowledged.

#### **6. Prohibited uses**

- 6.1 You may use the Steinweg Digital Services only for lawful purposes. In using the Steinweg Digital Services, you will not:
- (a) breach any applicable local, national or international law or regulation;
  - (b) engage in activity that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (c) use them for the purpose of harming or attempting to harm minors in any way;
  - (d) send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in paragraph 13;
  - (e) interfere with any other user's use of the Steinweg Digital Services;
  - (f) take any action that may undermine the Steinweg Digital Services's feedback or ratings systems;
  - (g) harvest or otherwise collect information about any other users, including email addresses, without their consent;
  - (h) use them to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
  - (i) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, keystroke loggers, spyware, adware or any other harmful programmes designed to adversely affect the operation of any computer software or hardware.
- 6.2 You agree not to access without authority, interfere with, damage or disrupt:
- (a) any part of the Steinweg Digital Services;
  - (b) any equipment or network on which the Steinweg Digital Services is stored;
  - (c) any software used in the provision of the Steinweg Digital Services; or
  - (d) any equipment or network or software owned or used by any third party.

#### **7. Services**

- 7.1 We will use reasonable efforts to make the Steinweg Digital Services available 24 hours a day, 7 days a week, except for planned downtime for maintenance and unforeseen circumstances as mentioned in paragraph 7.2.
- 7.2 You understand and agree that from time to time the Steinweg Digital Services may be inaccessible or inoperable during normal business hours in the event of periodic maintenance procedures or repairs which Steinweg deems necessary and may undertake.
- 7.3 In the event of discovery of any material defect, you agree to provide Steinweg with sufficient detail to allow us to verify and reproduce the error and we shall use commercially reasonable diligence to endeavour to correct such defect.
- 7.4 In the event of a software system failure we will ensure that the services offered by means of the Steinweg Digital Services will be executed by the operational team regardless of any limitations this may entail.

Continuity of the services provided by us will be safeguarded as usage of the Steinweg Digital Services is not mandatory to fulfill our logistical obligations.

## **8. No warranties**

- 8.1 Although we make reasonable efforts to update the information and content on the Steinweg Digital Services, we make no representations, warranties or guarantees, whether express or implied, that the content on the Steinweg Digital Services is accurate, complete or up-to-date. Nor do we make representations, warranties or guarantees, whether express or implied, that the Steinweg Digital Services will meet your specific requirements or that the Steinweg Digital Services will be uninterrupted, timely, secure or error-free.
- 8.2 We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on information obtained through the Steinweg Digital Services. It is your responsibility to evaluate the accuracy, completeness and usefulness of any content provided before taking, or refraining from, any action on the basis of any content on the Steinweg Digital Services.

## **9. Instructions**

- 9.1 You or your Authorised Users may from time to time, and in the course of accessing the Steinweg Digital Services, provide certain Electronic Instructions to us.
- 9.2 You agree to be bound by any access or use of the Steinweg Digital Services (whether such access or use is authorised by you or not) which are referable to your Security Codes or those of your Authorised Users. You agree and acknowledge that any use of or access to the Steinweg Digital Services referable to your Security Codes or those of your Authorised Users and any Electronic Instructions shall be deemed to be, as the case may be:
- (a) use of or access to the Steinweg Digital Services by you or your Authorised Users; or
  - (b) Electronic Instructions transmitted or validly issued by you or your Authorised Users. For the avoidance of doubt, any such Electronic Instructions issued shall be deemed to have been validly issued by persons who have the authority and capacity to issue such Electronic Instructions.

You further agree that we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Authorised Users and you waive all rights and remedies against us (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers in respect of any claim, loss, damage, expense or cost thereby arising. You will be responsible and shall be liable for all Electronic Instructions.

- 9.3 We (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers are under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly, we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers may (a) treat the Electronic Instructions as valid and binding on you; and/or (b) reveal your information to such persons notwithstanding any unauthorised access to the Steinweg Digital Services (including your user account), error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions. Any claim, loss, damage, expense or cost resulting from the use of the Steinweg Digital Services by you or your Authorised Users is entirely at your own risk and we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable therefor.
- 9.4 All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the Steinweg Digital Services and we shall be entitled (but not obliged) to effect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which we will endeavour to give effect to on a commercially reasonable efforts basis. However, notwithstanding the foregoing, we are not obliged to give effect to any request to cancel or amend any Electronic Instruction.
- 9.5 Electronic Instructions sent through the Steinweg Digital Services may not have been received by us and accordingly, may not be carried out or processed, and we are not liable for any claim, loss, damage, expense or cost which thereby arises or which otherwise arises as a result of any glitch, malfunction or fault within the Steinweg Digital Services. You are therefore advised to check on the status of such Electronic Instructions via the Steinweg Digital Services or otherwise. Unless otherwise stated or determined in our sole and absolute discretion any Electronic Instruction received by us after 3.00 p.m. (local time at the receiving warehouse) on a business day or on a non-business day will be treated as an Electronic Instruction received on the next business day.

- 9.6 You acknowledge and agree that we may at any time at our sole and absolute discretion and without stating reasons:
- (a) require that you identify yourself by alternative means;
  - (b) require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, etc.);
  - (c) refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity of any Electronic Instructions or your identity; and/or
  - (d) decline to act on any Electronic Instructions at any time without prior notice or giving any reason, where:
    - (i) the Electronic Instructions are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data;
    - (ii) the Electronic Instructions have lapsed or have been rendered or declared invalid or cancelled (1) due to failure to comply with applicable conditions; (2) due to failure to obtain the applicable approvals from any relevant regulatory authority or governmental body; (3) by any relevant regulatory authority or governmental body; or (4) pursuant to any order of any competent court or other authority or tribunal, in each case, wherever situated;
    - (iii) the Electronic Instructions cannot be processed due to any disruptions that are beyond our reasonable control; or
    - (iv) in our sole opinion, there are any other grounds to decline to act or to act promptly on the Electronic Instructions, without incurring any responsibility for loss, liability or expense arising out of so declining to act.
- 9.7 You agree and acknowledge that Electronic Instructions may not be processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any claim, loss, damage, expense or cost suffered by you as a result of any delay by us or by any Provider through whom your Electronic Instruction is transacted.
- 9.8 You shall be solely responsible for ensuring the accuracy, adequacy and completeness of the Electronic Instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You agree that we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable for any claim, loss, damage, expense or cost suffered by you as a result of any Electronic Instructions being inaccurate, inadequate or incomplete in any way.
- 9.9 Where we choose to act on Electronic Instructions, we act on a commercially reasonable efforts basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.
- 9.10 You agree and acknowledge that you shall not dispute the admissibility of your Electronic Instructions and of our electronic data as evidence in the event of a mutual conflict. Your Electronic Instructions and our electronic data have the same evidential value as written documents.
- 9.11 For the purposes of these Steinweg Digital Services Terms and Conditions:
- (a) "Authorised User" means any person that you have authorised or are deemed to have authorised to access and/or use the Steinweg Digital Services in relation to your user account;
  - (b) "Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the Steinweg Digital Services and referable to your Security Codes or those of your Authorised Users (including use of your Security Codes or those of your Authorised Users by any person, whether authorised or unauthorised by you or your Authorised Users), from you or purporting to come from you or from your Authorised Users or purporting to come from your Authorised Users;
  - (c) "Provider" means:
    - (i) any person, firm, broker, company or organisation, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the Steinweg Digital Services;
    - (ii) any person or organisation to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing,

credit reference or checking, or other services or facilities to us relating to the operation of our business;

- (iii) any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, Internet service provider, equipment and software providers and other service provider and/or network provider involved in operating the Steinweg Digital Services or providing any other ancillary or supporting service from time to time; and
- (iv) our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever; and

- (d) "Security Codes" means personal or log-on identification numbers, biometric data and other codes and access procedures for use in connection with access to and use of the Steinweg Digital Services issued by us from time to time.

#### **10. Authorised Users**

- 10.1 You acknowledge and confirm that any Authorised Users are, subject to any restrictions that we may impose, severally empowered and authorised to give orders or instructions through the Steinweg Digital Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the Steinweg Digital Services, in relation to your user account.
- 10.2 You acknowledge and agree that all use and/or access of the Steinweg Digital Services by the Authorised Users shall be deemed your use. All references to your use of the Steinweg Digital Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of and complies with these Steinweg Digital Services Terms and Conditions and the Privacy Policy of the Company (which may be amended, varied, supplemented or updated from time to time and is made available at [https://www.steinweg.com/uploads/steinweg/privacy\\_policy/thailand\\_privacy\\_policy.pdf](https://www.steinweg.com/uploads/steinweg/privacy_policy/thailand_privacy_policy.pdf)) (the "Privacy Policy") in relation to your user account.
- 10.3 If the authorisation of the Authorised User to access and/or use the Steinweg Digital Services in relation to your user account has been withdrawn, you are obliged to inform us immediately and you shall be liable for any loss, damage, expense or costs resulting from the unauthorised access and/or use of the Steinweg Digital Services by such user. You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or costs suffered due to or arising out of the unauthorised access and/or use of the Steinweg Digital Services by such user.
- 10.4 Where you are using or accessing the Steinweg Digital Services as an Authorised User, you agree that:
  - (a) these Steinweg Digital Services Terms and Conditions and the Privacy Policy shall apply to any such use; and
  - (b) you shall be bound by and shall comply with all other terms and conditions or restrictions applicable to you in connection with such use.

#### **11. Uploading content to the Steinweg Digital Services**

- 11.1 You warrant that any content you upload to the Steinweg Digital Services (including descriptions, reviews, comments and photos) complies with our content standards as set out in paragraph 13 below. You will be liable to us and indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.
- 11.2 If you do upload content, you are deemed to have granted us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.
- 11.3 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Steinweg Digital Services constitutes a violation of their intellectual property rights, or any other legal rights.
- 11.4 You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate these Steinweg Digital Services Terms and Conditions and will not cause injury to any person or entity. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be responsible or liable for the content or accuracy of any content posted by you on the Steinweg Digital Services and you agree to bear

all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

- 11.5 We have the right to remove any content that you upload to the Steinweg Digital Services if, in our opinion, the content does not comply with our content standards as set out in paragraph 13.

## **12. Linking to the Steinweg Digital Services**

- 12.1 You may link to the Steinweg Digital Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. When linking to the Steinweg Digital Services, the Steinweg Digital Services must not be framed on any other site.
- 12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

## **13. Content standards**

- 13.1 All content that you upload on the Steinweg Digital Services must:
- (a) be accurate (where they state facts);
  - (b) be genuinely held (where they state opinions); and
  - (c) comply with applicable law in any country from which they are posted.
- 13.2 All content that you upload on the Steinweg Digital Services must not:
- (a) contain any material which is defamatory of any person;
  - (b) contain any material which is obscene, offensive, hateful or inflammatory;
  - (c) promote sexually explicit material;
  - (d) promote violence;
  - (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - (f) infringe any copyright, database right or trade mark of any other person;
  - (g) be likely to deceive any person;
  - (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - (i) promote any illegal activity;
  - (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
  - (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - (m) give the impression that they emanate from us, if this is not the case; or
  - (n) advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.

## **14. Suspension and termination**

- 14.1 We will determine, in our sole and absolute discretion, whether there has been a breach of these Steinweg Digital Services Terms and Conditions through your use of the Steinweg Digital Services.
- 14.2 When a breach of these Steinweg Digital Services Terms and Conditions has occurred, we may take such action as we deem appropriate, including:
- (a) the immediate, temporary or permanent withdrawal of your right to use the Steinweg Digital Services;
  - (b) the immediate, temporary or permanent removal of any posting or material uploaded by you to the Steinweg Digital Services;
  - (c) the issue of a warning to you;
  - (d) legal action against you; and
  - (e) the disclosure of such information to law enforcement authorities as we reasonably deem necessary.
- 14.3 In the event of any termination or suspension pursuant to this paragraph 14, you will not be entitled to any refund of any fees (or any portions thereof) paid by you in advance for the use of the Steinweg Digital Services.

## **15. Limitation of our liability**

- 15.1 To the fullest extent permitted by applicable law and without prejudice to any other limitations in these Steinweg Digital Services Terms and Conditions and unless otherwise directly caused by (a) gross negligence on our part or (b) an act or omission on the part of our board or management, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom, we (including our officers, directors, agents, employees, affiliates and related

corporations) will not be liable to you or anyone claiming under or through you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:

- (a) any claim, loss, damage, expense or cost arising from any material or data sent or received or not sent or received or any transactions entered into through the Steinweg Digital Services;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another party's rights, including intellectual property rights;
- (c) any (i) consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses, (ii) loss of profits, income, revenue, data or data use, interest, utility, opportunity costs, or business or anticipated savings (iii) loss of demurrage of any means of transport (floating or rolling) or dispatch money or (iv) loss of market, whether in tort, contract, under statute or otherwise, by reason of or in connection with the use of, or inability to use the Steinweg Digital Services;
- (d) any claim, loss, damage, expense or cost caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Steinweg Digital Services or to your downloading of any content on it, or on any website linked to it;
- (e) any claim, loss, damage, expense or cost arising from the use of, or inability to use, the Steinweg Digital Services;
- (f) any claim, loss, damage, expense or cost arising from the use of or reliance on any content displayed on the Steinweg Digital Services;
- (g) any claim, loss, damage, expense or cost arising from the content of websites linked on the Steinweg Digital Services;
- (h) any claim, loss, damage, expense or cost arising out of or in connection with our reliance on your or your Authorised Users' Electronic Instructions or our failure to act or delay in acting on any of your or your Authorised Users' Electronic Instructions for reasons set out herein; or
- (i) any claim, loss, damage, expense or cost arising from the failure or malfunction of any of the services, applications or systems provided on the Steinweg Digital Services by a third party service provider.

- 15.2 Subject always to paragraph 15.1 above, our (including our officers, directors, agents, employees, affiliates and related corporations) liability to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, costs, expenses, claims or damages whatsoever and howsoever caused or arising from any breach, failure or default by us (including our officers, directors, agents, employees, affiliates and related corporations) in performing our obligations or duties to you hereunder shall in any event not exceed a maximum amount of S\$100,000 for each occurrence or series of occurrences with the same cause.

## **16. Indemnity and Himalaya**

- 16.1 You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or cost suffered due to or arising out of your breach of these Steinweg Digital Services Terms and Conditions, or your violation of any law or the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.
- 16.2 To the fullest extent permitted by applicable law, you undertake and warrant that you will not bring or allow to be brought any legal claim whether directly or indirectly arising in connection with your use of the Steinweg Digital Services or a breach of these Steinweg Digital Services Terms and Conditions, against us (or our officers, directors, agents, employees, affiliates and related corporations).
- 16.3 Should our employees and/or subcontractors whose services we employ for the use of and the access to the Steinweg Digital Services be held liable, such persons shall be entitled to invoke any limitation of and/or exemption from liability included in these Steinweg Digital Services Terms and Conditions or any other statutory provision or contractual provision.

## **17. Viruses**

- 17.1 We will exercise best endeavours to keep the Steinweg Digital Services secure, we do not guarantee that the Steinweg Digital Services will be secure or free from bugs or viruses at all times. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you or any other party for any claim, loss, damage, expense or cost arising out of any bugs or viruses originating from the Steinweg Digital Services.
- 17.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Steinweg Digital Services. You should use your own virus protection software.
- 17.3 You must not carry out the following activities against the Steinweg Digital Services:

- (a) misuse the Steinweg Digital Services by knowingly introducing viruses, Trojans, worms or other material which is malicious or technologically harmful;
- (b) gain, or attempt to gain, unauthorised access to the Steinweg Digital Services, the server(s) on which the Steinweg Digital Services is/are stored or any server, computer or database connected to the Steinweg Digital Services; or
- (c) attack the Steinweg Digital Services via a denial-of-service attack or a distributed denial-of service attack.

## **18. Security**

- 18.1 Certain data transmissions between you and the Steinweg Digital Services are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain services provided via the Steinweg Digital Services may require you to use passwords and digital signatures. While we will use reasonable endeavours to provide reasonable precautions to protect confidential information received from you, we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable to you for any claim, loss, damage, expense or cost arising out of or in connection with the transmission of information over the Internet. We do not represent, warrant, or undertake that any transmission of information over the Internet is secure or that such transmissions will be free from any delays, interruptions, interceptions or errors.
- 18.2 You acknowledge the following Internet-related risks:
- (a) Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions.
  - (b) Your usage patterns may be monitored by third parties.
  - (c) Third parties could gain unnoticed access to your computer system and detect your access to the Steinweg Digital Services and your communications with us.
  - (d) Viruses and other malicious code may interfere with your use or access to the Steinweg Digital Services, the web browser or any relevant telecommunication device or computer systems.

## **19. Third party links and resources in the Steinweg Digital Services**

Where the Steinweg Digital Services contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and we make no representations, warranties or guarantees that the content contained therein is accurate, complete or up-to-date. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on such third party content.

## **20. Data protection**

Each party shall comply with any laws and regulations in the relevant jurisdiction relating to privacy or the use or processing of personal data. For the purpose of providing the Steinweg Digital Services or other services agreed upon with you, personal data will be processed as described in the relevant privacy policy of the particular services.

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost arising out of the collection, use, disclosure or any other kind of processing in relation to your personal data, if we have complied with our data protection obligations under applicable laws and regulations.

## **21. No agency**

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended, exists or is created between us and you or any other party using the Steinweg Digital Services.

## **22. Severance**

If any part of these Steinweg Digital Services Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Steinweg Digital Services Terms and Conditions will continue in effect.

## **23. Waivers/rights and remedies**

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these Steinweg Digital Services Terms and Conditions will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and

remedies under these Steinweg Digital Services Terms and Conditions will not be affected, and your liabilities under these Steinweg Digital Services Terms and Conditions will not be released, discharged or impaired by any event or matter whatsoever, other than a specific and duly authorised written waiver or release given by us.