

Terms and conditions of use

for the SIMP ideas portal of SMS group GmbH

1. General

- 1.1. These terms and conditions of use regulate the use of the SMS ideas portal (hereinafter referred to as "SIMP"), which can be accessed here: <https://www.sms-group.com/simp>. The owner and operator of the portal is SMS group GmbH (hereinafter referred to as "SMS").
- 1.2. The ideas portal is made available to business partners of SMS who have either ongoing or have concluded business relations with SMS (hereinafter referred to as the "user" or "business partner"). The purpose of the portal is to enable users to offer SMS a range of ideas as part of an ongoing, past, or future project.
- 1.3. Use of the portal is free of charge for the business partners. To use the portal, the business partner must agree to these terms and conditions of use and to the data protection regulations.
- 1.4. SMS reserves the right to amend these terms and conditions of use subject to an appropriate period of notice. The user shall be notified of any amendments in an e-mail sent to the user's address which is stored in SIMP. If the user does not object to the amendments within the time limit set by SMS, the amendments shall be regarded as approved.

3. Service scope

- 3.1. No registration is required. The submission of an idea shall be completed when the user has accepted the terms and conditions of use and the data protection regulations. The data retrieved and input by the user are stored and processed in line with the stipulated data protection regulations. Data are stored only to the extent required to achieve the goal being pursued in this regard.
- 3.2. The ideas portal enables the user to provide a variety of information that is relevant for SMS as part of ongoing, completed, or future projects. The documents concerned are not checked for their relevance. Any interruptions or disruptions in ongoing projects must always be reported to the SMS contact person named in the contract. The submission of a topic does not relieve the user from his obligation to comply with the agreed deadlines or framework conditions.
- 3.3. Once an idea proposal has been successfully submitted in the SIMP portal, the user is unable to request the return or deletion of the information. SMS may choose not to consider an idea proposal without stating the reasons for this. If it is not considered, SMS shall notify the user thereof by e-mail.

4. Availability of the ideas portal

- 4.1. The user shall not have any right to the access and availability of the ideas portal. The ideas portal may be unavailable, particularly due to maintenance work, a failure of the portal, or other interruptions or disturbances, and this shall not result in any claims or rights on the part of the user.

- 4.2. SMS reserves the right to terminate or limit operation of the ideas portal or to exclude individual users from using it in justified exceptional cases at any time. This shall also include improper use of the portal and breaches of data security.

5. Duties and obligations of the user

- 5.1. The user shall undertake to treat all data as confidential.
- 5.2. The user shall undertake to use the ideas portal in a proper manner only. He must not use mechanisms, software or other routines that could impair the function of the service, spread viruses or other malware, or send unsolicited messages via the ideas portal (spamming) for advertising purposes or other bulk e-mails (junk).
- 5.3. The user must follow the recognized principles of data security. He must inform SMS immediately if he is made aware that his data are being used or could be used without his consent.

6. Rights of use

- 6.1 The user hereby grants SMS a worldwide, non-exclusive, transferable and irrevocable right to use the documents submitted by him. This right of use covers the right to store, process, duplicate, publish or otherwise use the data, including outside of the business relationship. SMS shall be expressly under no obligation to view or use the documents.
- 6.2. The user hereby confirms and guarantees that the documents made available by him do not infringe the rights of third parties, in particular personal rights, the right to privacy, copyrights, trademark rights, licensing rights, property rights or design rights, or any other applicable law. Furthermore, the user confirms that he is in full possession of the necessary rights to use the relevant documents or that the authorized person has permitted him to use them.
- 6.3. The user shall discharge SMS from all claims by third parties that are based on an unlawful dereliction of duty for which the user is responsible. In addition, the user affirms that he is willing to support SMS in defending against such claims at any time in a reasonable and appropriate manner. This shall not affect any further claims for damages raised by SMS against the user.
- 6.4. SMS shall have the exclusive rights, in particular copyrights, to the ideas portal. The user shall be granted a simple, non-transferable and time-limited right to use the ideas portal within the boundaries imposed by these terms and conditions of use.
- 6.5. The user shall be prohibited from duplicating, copying, modifying and/or editing the ideas portal or components thereof.

7. Liability and limitation of liability

- 7.1. There shall be no entitlement to the continuous and uninterrupted availability of the ideas portal. SMS shall not be liable for technical failures or for the availability of the service, provided that no intent or gross negligence can be attributed to SMS in this regard.
- 7.2. SMS shall be entitled to perform maintenance and updates on the ideas portal, and no claims may be asserted against SMS for the lack of availability of said portal.

- 7.3. SMS shall be liable only for damage other than injury to a person's life, body or health, insofar as this damage is brought about by intent or gross negligence. This shall not apply to the infringement of major contractual obligations (known as "cardinal obligations"), the performance of which is a prerequisite for the proper execution of the contract and upon the performance of which the user can and may rely in general.
- 7.4. SMS shall assume no liability for damages to the user caused by third parties. This shall not apply if such damages were brought about by an action on the part of SMS. Such damages shall be governed by the preceding, general liability provisions.
- 7.5. SMS shall not be liable for the loss of data if such damage would not have incurred if the data had been properly backed up by the user. Over and above this, liability for the loss of data shall be restricted to the time and effort required to restore the data.

8. Period of authorization to use

- 8.1. In cases where the user breaches fundamental provisions of these terms and conditions of use, SMS shall be entitled to exclude the user from further use of the ideas portal. SMS shall immediately inform the user thereof.
- 8.2. SMS may, at its discretion, allow the customer to use the portal again at a later date, if the customer gives his assurance that he will fully comply with the provisions of the terms and conditions of use in future.
- 8.3. SMS shall be entitled to close the ideas portal definitively and without stating the reasons therefor. SMS shall inform the user thereof.

9. Data protection

Personal data stored by the user or communicated by him while using the ideas portal shall be collected, saved and used in accordance with the relevant provisions of data protection legislation. The data protection regulations, to which the user consented during registration, shall apply.

10. Miscellaneous

- 10.1. German law shall apply, with the UN Convention on Contracts for the International Sale of Goods excluded.
- 10.2. The exclusive venue for all disputes arising out of or in conjunction with this contract shall be Düsseldorf.
- 10.3. If individual or several provisions of these terms and conditions of use cannot be enforced, the statutory regulations shall apply instead. The partial ineffectiveness of individual provisions shall not affect the validity of the remaining provisions in these terms and conditions of use.