

# Lenzing E-Branding Service Terms of Use

## 1. PREAMBLE

- 1.1. Lenzing Aktiengesellschaft and/or their affiliates (“Lenzing”) is a renowned producer of lyocell, modal and viscose fibers as well as filament yarns and other wood based cellulosic products (“Lenzing Products”). Lenzing, by virtue of use, registrations and/or pending applications, inter alia owns all rights to the word marks TENCEL™, LENZING™, ECOVERO™, REFIBRA™, VEOCEL™, MICROMODAL™, PROMODAL™, LENZING™ MODAL and LENZING™ VISCOSE which are used, and subject to numerous trademark registrations and pending trademark applications by Lenzing, in numerous countries, together with any common law rights and goodwill related thereto (hereinafter referred to as “Lenzing Brands”).
- 1.2. Lenzing provides branding and other product services to their direct customers and downstream value chain partners among the textile and nonwovens value chain. Partners of Lenzing are inter alia interested in obtaining licenses for the use of Lenzing Brands (“Brand Licenses”), in obtaining the right to get swing tickets provided by Lenzing bearing Lenzing Brands (hereinafter also referred to as the “Swing Tickets”), in obtaining certifications that customers product samples contain Lenzing Products and comply with certain Lenzing certification standards (hereinafter also referred to as the “Lenzing Certification”) and in applying certain online customer services provided by Lenzing. For the ease of applying online customer services, marketing services, licensing and certification services (e.g. Brand Licenses, Swing Tickets and Lenzing Certifications) and other applications provided by Lenzing in connection with any of the foregoing (collectively “Lenzing Services”) Lenzing established the E-Branding Service platform (hereinafter also referred to as the “Platform”), where respectively interested companies can be registered and once registered apply for respective materials and services.
- 1.3. A company registered with the Platform hereinafter shall also be referred to as “Partner”. Any use of the Platform by the Partner including the registration process are subject to the Terms of Use for the Lenzing E-Branding Service (hereinafter referred to as “ToU”). These ToU shall regulate how the Platform operates, how Partners can be admitted to the Platform and sets forth the legal relationship between the Partner and Lenzing (hereinafter also referred to as the “Contract”; Partner and Lenzing together also referred to as the “Parties”). By using any Lenzing Services provided on the Platform the Partner agrees to be bound by these ToU. The Platform and any Lenzing Services provided on the Platform are voluntary services offered by Lenzing open to Partners.
- 1.4. Electronic Communication

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Lenzing will communicate with Partners via the Platform in a variety of ways, such as by e-mail, text, in-app push notices or by posting e-mail messages or communications on the website or through the Lenzing Services. For contractual purposes, Partner agrees to receive communications from Lenzing electronically and that all agreements, notices, disclosures and other communications that Lenzing provides to Partner electronically shall satisfy any legal requirements as to such communication, unless mandatory applicable laws specifically require a different form of communication.

### **2. Registration of Single User Accounts and Multi User Accounts on the Platform**

- 2.1. Partners can register on the Platform by means of single user account (hereinafter referred to as “Single User Account(s)”; see clause 2.3.) and multi user accounts (hereinafter referred to as “Multi User Account(s)”; see clause 2.4.). The Single User Account does not offer any multi user administration features or specific Lenzing Services. The Multi User Account might offer specific features like a user administration as well as the opportunity to obtain for specific Lenzing Services like specific licensing and certification programs for Innovation and Branding Partners subject to Lenzing’s sole discretion. Any use of the Lenzing Services provided on the Platform requires a prior registration of a Single User Account or a Multi User Account by Partner, thus an application for the specific account (Single User or Multi User Account) has to be submitted by the duly authorized representative of the Partner to get access to the Platform (“Platform Application”). There is no legal right to be registered on the Platform. Lenzing expressly reserves the right to reject any application without providing reasons for such rejection.
- 2.2. Subject to the compliance with these ToU and approval of the Partner’s Platform Application Lenzing grants to Partners a limited, non-exclusive, non-transferable, non-sub licensable license to access and make use of the Platform. Such license does not include any resale or commercial use of any Lenzing Services or its contents, any collection and use of any product listings, descriptions, any derivative use of any Lenzing Services or its contents, any downloading or copying of account information for the benefit of a third party, or any use of data mining, robots, or similar data gathering and extraction tools. Any rights not expressly granted to the Partner in these ToU or any other terms concerning the Lenzing Services are reserved and retained by Lenzing or its licensors, suppliers, publishers, rights holders, or other content providers. No Lenzing Service, nor any part of any Lenzing Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose without Lenzing’s prior written consent. Partners may not use framing techniques to enclose any Lenzing Brand, logo or other proprietary information (including images, text, page layout, or form) of Lenzing or Lenzing Services without Lenzing’s express written consent.

## 2.3. Single User Account

By means of the Single User Account only one authorized representative of the Partner (hereinafter referred to as the “Single User”) has access to the Platform and can act on behalf of the Partner within the Platform. Partners may apply for Single User Accounts by submitting the Platform Application for a Single User Account. The company details of the Partner as well as the name and contact details of the Single User namely name, function, address, e-mail address and as further specified in Section 14 (hereinafter referred to as “Single User Mail Address”), telephone number, has to be provided by Partner as requested by Lenzing in the Platform Application. **Furthermore the ToU has to be confirmed and accepted electronically by the Single User at the end of the Platform Application and a password and login data has to be defined by the Single User.** Lenzing reserves the right to request proof for such information if any further validation is deemed necessary in Lenzing’s sole discretion. Partner warrants that all information provided in the course of the Platform Application is true and accurate. If Lenzing considers the information provided as correct and complete, Lenzing will request the verification of the Single User Mail Address by sending an e-mail to the Single User Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days (hereinafter referred to as “Verification”). If the Single User does not verify the Single User Mail Address within this period, he has to opportunity to have the confirmation link resent. The Verification constitutes acceptance of the ToU and concludes the Contract between Partner and Lenzing. As of Verification, the Single User is enabled to access the Partner’s Single User Account on the Platform. Depending on the application of the Partner and on Lenzing’s sole discretion, certain Lenzing Services will be provided inter alia by granting access to modules on the Platform enabled for the Partner (hereinafter referred to as “Modules”, see clause 8.).

## 2.4. Multi User Account

- 2.4.1. A Multi User Account offers some additional functions in relation to the Single User Account in order to simplify the administration of the access to the Platform as well as Lenzing Services provided for the Partner and all relevant transactions in the Platform and gives the Partner the opportunity to create Sub-Users within the account. Partners may obtain for Multi User Accounts by submitting the Platform Application for a Multi User Account by a duly authorized representative of Partner (hereinafter referred to as “First User”). The company details of the Partner as well as the name and contact details of the First User, namely name, function, address, e-mail address and as further specified in Section 14 (“First User Mail Address”), telephone number, has to be provided in the Platform Application. Furthermore, the ToU has to be confirmed and accepted electronically by the First User at the end of the

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Platform Application and a password and login data has to be defined by the First User. Furthermore, the First User has to provide the name, function, address, e-mail address, telephone number, of the Admin (see clause 2.4.2.) and the Authorized Signatory Contact (see clause 2.4.2.) of the Partner. The First User, the Admin and the Authorized Signatory Contact accounts may be assigned to different persons or the same person, as long as the person is duly authorized by Partner to act as Admin and Authorized Signatory Contact (Example: First User can be Admin and Authorized Signatory Contact as well, as long he is authorized by Partner).

If Lenzing considers the information provided as correct and complete, Lenzing will request the verification of the First User Mail Address provided by the First User in the Platform Application by sending an e-mail to the defined First User Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days. If the First User does not verify the First User Mail Address within this period, he has the opportunity to have the confirmation link resent.

Following the Verification of the First User Mail Address, Lenzing will request the Verification of the e-mail addresses of Admin and Authorized Signatory Contact provided by the First User in the Platform Application (the e-mail address of Admin hereinafter referred to as "Admin Mail Address"; the e-mail address of Authorized Signatory Contact hereinafter referred to as "ASC Mail Address") by sending an e-mail to the defined Admin Mail Address and ASC Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days. If the Admin and/or Authorized Signatory Contact do not verify the Admin Mail Address and/or ASC Mail Address within this period, they have the opportunity to have the confirmation link resent. During the course of the Verification the Admin / Authorized Signatory Contact will be directed to the Platform and have to accept the ToU electronically and a password and login data has to be defined by Admin / Authorized Signatory Contact. Such confirmations are required in order to complete the activation of the Multi User Account and subject to the application of the Partner as well as on Lenzing's sole discretion certain Lenzing Services will be provided on the Platform for the First User, Admin and Authorized Signatory Contact.

Lenzing reserves the right to request proof for all information provided in the course of the Platform Application. Partner warrants that all information provided in the course of the application is true and accurate and that the application is made by duly authorized persons only. The acceptance of the ToU concludes the contract between Partner and Lenzing (see also clause 3.).

### 2.4.2 The Multi User Account offers the following user roles and functions:

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- a) Authorized Signatory Contact (the “Authorized Signatory Contact”): The Authorized Signatory Contact is considered to be authorized to make legally binding declarations of the Partner. The Authorized Signatory Contact is the “owner” of the Multi User Account and acts on behalf of the Partner. Only the declarations and statements of the Authorized Signatory Contact shall be legally binding. Furthermore, the Authorized Signatory Contact is the main contact person for Lenzing with regard to the Multi User Account. The Authorized Signatory Contact has all rights and permissions in relation to the Multi User Account, in particular can terminate the Contract / delete the Multi User Account and can also perceive all functions of the Admin (see clause b) below). The Authorized Signatory Contact is mandatory. If an Authorized Signatory Contact resigns from his functions in the Multi User Account without naming / or having named by Admin a new Authorized Signatory Contact, the Multi User Account is closed and the Contract between the Parties will terminate automatically.
- b) Admin (the “Admin”): The Admin is the user manager of the Multi User Account. The Admin can manage the Multi User Account, create and edit password / PIN for two level authorization, create further users within the Multi User Account and manage data of all users and request access to certain Lenzing Services / Modules on the Platform for users (see clause c) below). The Admin is not considered to be authorized to make legally binding declarations between the Partner and Lenzing, thus declarations and statements of the Admin with regard to the ToU and the Contract are not legally binding. The Admin is the main contact person for Lenzing with regard to the user management / administration of the Multi User Account. The Admin is mandatory. If the Admin resigns from his functions in the Multi User Account or a his account is deleted by the Authorized Signatory Contact, the function of the Admin shall be perceived by the Authorized Signatory Contact as long as no new Admin is named by the Authorized Signatory Contact. The deletion or closing of a Admins account does not have any effect on other accounts and can never lead to deletion of the Multi User Account or termination of the Contract between the Parties.
- c) Multi User: The Admin and the Authorized Signatory Contact shall be allowed to create further users within the Multi User Account for respectively authorized employees of Partner or any other persons duly authorized by Partner to act on behalf of Partner (“Multi User”), whereas after completing the Platform registration the First User is considered to be a Multi User as well. A Multi User is not considered to be authorized to make legally binding declarations with regard to the ToU and the Contract between the Parties. Multi Users will get access to the Lenzing Services / Modules as defined by the Admin / Authorized Signatory Contact by means of the user management and might be changed by Admin / Authorized Signatory Contact at any time. Within such user management, the Admin / Authorized Signatory Contact may also grant specific Multi Users as defined by the Admin / Authorized Signatory Contact the possibility to access and look into the accounts of the other Multi Users within

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the Multi User Account. Each Multi User created by Admin or Authorized Signatory Contact will require an E-Mail Verification of the Multi Users e-mail address defined by the Admin / Authorized Signatory Contact (hereinafter referred to as “Multi User Mail Address”). By confirming the Multi User Mail Address the Multi User will be directed to the Platform and has to register on the Platform first by accepting the ToU electronically by setting a password and login data. Multi Users may change their user data except for the Multi User Mail Address; any such changes become effective after the respective approval by Lenzing. Any Multi User account may be deactivated by Admin / Authorized Signatory Contact at any time. The number of Multi Users within a Multi User Account is not limited, however Multi Users are not mandatory. The deletion or closing of a Multi User account does not have any effect on other accounts and can never lead to deletion of the Multi User account or termination of the Contract between the Parties.

- 2.5. The e-mail address might be associated with one or more User or Multi User accounts respectively a Admin- or Authorized Signatory contact. When logging in the respective user will have to select one of the associated User or Multi- User accounts.

## **3. Responsibilities and Legal Relationship**

- 3.1. Partner shall be solely responsible for the Single User Account or the Multi User Account (hereinafter together referred to as “Account”) for all activities that occur under the Account on the Platform.
- 3.2. All Multi Users, Single Users, Admin and Authorized Signatory Contacts (collectively referred to as “Platform Users”) are inextricably connected with the Account. Any act of a Platform User (even if third parties have been assigned as Platform Users) – except declarations and statements with regard to the ToU and the Contract – shall create binding obligations on the Partner and shall be performed on the risk and for the account of Partner. All Platform Users created in the name of Partner are regarded to be authorized to create the respective contractual relationships binding upon the Partner within the respective Lenzing Services. No further proof of actual authorization by Partner shall be conducted by Lenzing. It is upon Partner to make sure that access to Account is solely granted for duly authorized persons to act on behalf of Partner or any of its affiliates.

## **4. Change of the ToU**

- 4.1. **Lenzing expressly reserves the right to change or adapt the ToU from time to time at Lenzing’s sole discretion.**

- 4.2. **Lenzing shall notify the Single User in case of a Single User Account or the Authorized Signatory Contact in case of a Multi User Account 14 days prior to legal effectiveness of such changes via e-mail to the Single User Mail Address / ASC Mail Address. If the Single User or the Authorized Signatory Contact does not object in writing within 14 days upon receipt of the notification of the changes, the changes will be treated as agreed upon after expiry of this period; any Platform User will be informed about the new version of the ToU when logging in to the Platform after effectiveness of the changes. In case changes of the ETCU affect the processing of personal data of a Platform User all users will also be respectively notified. In case of objections to the changes by Authorized Signatory Contact or the Single User, the Contract will be deemed to be terminated automatically with immediate effect and the Account including every Platform User access will be blocked immediately.**

## **5. Duties of the Partner**

- 5.1. The Partner shall provide sufficient and correct information in its Platform Application in accordance with the requirements set out by the individual Platform Application and in case applicable or requested supported by documents to be uploaded to the Platform. The Partner shall be responsible that all information regarding the Platform Users are correct and up to date.
- 5.2. The Partner shall keep this information updated at all times and shall inform Lenzing of any changes with respect to this information without any delay by updating the Account or Platform User information including the Account settings in the “Account Management” of the Platform or by means of a Change Request Form made available for download at [brandingservice.lenzing.com](http://brandingservice.lenzing.com). Lenzing expressly reserves the right to terminate the Contract, if Partner or any Platform User does not comply with these requirements and fails to keep its information up to date.
- 5.3. Should Partner or Platform Users fail to update the information, any notifications of Lenzing sent to an incorrect or no longer valid contact information shall nevertheless be regarded as received by the Partner and shall be binding for the Partner.
- 5.4. The Partner or any Platform User must not use the Platform or any Lenzing Services (i) in any way that causes, or is likely to cause, the Platform or any Lenzing Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity. Lenzing reserves the right to refuse Lenzing Services or terminate Accounts, in particular if the Partner or any Platform user is in breach of applicable laws, applicable contractual provisions, or guidelines or any other policy.

## 6. Responsibility for the Login Data

- 6.1. Partner is responsible for maintaining the confidentiality of the login data of all Platform Users by taking all necessary steps to ensure that the password is kept confidential and secure.
- 6.2. Partner shall ensure that the respective account can only be accessed by duly authorized Platform Users. If Partner or any Platform User becomes aware of any unauthorized use of or access to the Account or any Platform User account, it shall immediately take all necessary actions to avoid any further unauthorized uses, like changing the password, and inform Lenzing immediately. If there are overriding reasons to believe that such unauthorized access to the Account has happened, Lenzing reserves the right to block the Account or any Platform User account temporarily to prevent such unauthorized access.

## 7. Term and Termination of the Contract

- 7.1 The Contract is concluded for an indefinite period of time.
- 7.2 Lenzing or Partner may terminate the Contract by observing a three (3) months' notice period. The right to terminate the Contract with immediate effect for cause remains unaffected.
- 7.3 Grounds for termination for cause are in particular, but shall not be limited to:
  - (a) Partner's or Platform Users breach of any obligations under the ToU, the privacy data declaration or under specific contracts concluded between the Parties within specific Lenzing Services / Modules;
  - (b) failure to keep the Account / Platform User Information updated;
  - (c) any act or behavior of the Partner / a Platform User in Lenzing's sole discretion detrimental to the reputation of the Lenzing or the Lenzing's goods or services;
  - (d) unless prohibited by mandatory statutory provisions, if the Partner becomes subject of any bankruptcy, winding-up or liquidation proceedings, or other proceedings analogous in purpose or effect;
  - (e) the occurrence of a Change of Control according to clause 7.5.
  - (f) objection of the change of these ToU according to clause 4.2.
- 7.4 As of the end of the Contract for whatever reason, the Account, including all Platform Users accounts, shall be blocked by Lenzing without any further notice and the Partner and the



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Platform Users shall not be in a position to access the Account any more. However, the termination of the Contract /or a blockage of the Account or any Platform User account has no effect on the validity of any contract concluded between the Parties within the specific Lenzing Services / Modules before the termination of the ToU respectively the blockage of the Platform User account.

- 7.5 In the event of a Change of Control at the Partner, Lenzing reserves the right to terminate the Contract on grounds. Change of Control means as to any person, the consummation of any of the following, in one transaction or a series of related transactions: (i) the sale, transfer, assignment or other disposition (including by merger or consolidation) of more than 50% of the voting power represented by the then outstanding securities of such person, (ii) the sale or other disposition of substantially all the assets of such person, or (iii) the liquidation or dissolution of such person.

### **8. Lenzing Services provided on the Platform**

- 8.1. Lenzing provides several Lenzing Services on the Platform, depending on the scope of the Platform Application and the registration by Lenzing. The Lenzing Services are provided for the term of the Contract. The Lenzing Services are inter alia provided by means of different Modules within the Platform.

- 8.2. It is in the sole discretion of Lenzing which Lenzing Services / Modules are enabled for the Partner. Thus, some Lenzing Services / Modules can be accessed by Partner directly after registration on the Platform; some Lenzing Services / Modules can only be accessed upon additional request by Partner hence they require prior approval by Lenzing. Some of the Lenzing Services / Modules will require specific duties of Partner and/or additional information of Partner and/or separate terms and conditions (hereinafter referred to as "Service Terms") will have to be accepted by Partner and a separate contract between the Parties will be concluded by using the Lenzing Service / Module. [Example: The Module "Lenzing Certification" requires inter alia additional information on value chain partners of Partner and on some quality criteria of the product to be certified. The Partner further has to accept specific terms and conditions for Lenzing Certification (Service Terms) and has to send a sample of its product to Lenzing in order to get the product certified. By giving the required information and accepting the terms and conditions for Lenzing Certification a separate contract between the Parties will be concluded.] The specific processes for the access to and the use of Lenzing Services / Modules to be followed by Partner and a detailed description of the services will be provided on the Platform or in the Modules.

- 8.3. However, Lenzing is under no obligation to grant any Lenzing Services or provide access to Modules.

- 8.4. If these ToU are inconsistent with the Service Terms, the Service Terms shall prevail. Any contractual relationship between Partner and Lenzing concluded within specific Modules / by using specific Lenzing Services (e.g. by accepting the Service Terms for certain Lenzing Services / Modules is between Partner and Lenzing (see clause 3 for more details)

## 9. Change of Lenzing Services / Modules

Lenzing reserves the right to change the Lenzing Services / Modules and content of the Platform as well as the permissions of Partner / any Platform User within the Platform to the extent deemed necessary to protect its rights and fulfil its obligations towards the Partner. Lenzing shall consider Partner's overriding interests in doing so.

## 10. Intellectual Property

- 10.1. Any information (including all marketing materials) provided by Lenzing on the Platform (hereinafter referred to as "Content") and any databases as well as all goodwill and copyright, in and arising from the Content, vested therein or related thereto are the sole intellectual property of Lenzing, its affiliates or third parties providing the Content and services for the benefit of Lenzing. As long as not agreed on by the Parties in writing (in particular in contracts entered into within specific Modules) , nothing herein shall be deemed as granting any right or assigning the ownership to the Partner with respect to any intellectual property rights owned by the Lenzing or its licensors. The Partner is allowed to use the Content and services according to these ToU and the framework provided on the Platform and the Modules only.
- 10.2. As far as Lenzing makes available to Partner – by whatever means and from whatever source – any copyright protected material of whatever nature, such as but not limited to texts, pictures, drawings or photographs (the "Copyright Material"), Lenzing grants Partner a limited non-exclusive, non-transferable and royalty-free license to reproduce, import, distribute, publicly display and perform such Copyright Material solely for purposes as determined by Lenzing on the Platform / Modules or the respective applicable Service Terms. Copyright Material shall never be amended by the Partner. The Partner shall, in exercising its rights under these ToU / the applicable Service Terms, comply with all applicable laws, regulations and codes of practice and the Partner shall promptly provide Lenzing with copies of all communications, relating to the Copyright Material, with any regulatory, industry or other authority. In case Partner uses any marketing claims of Lenzing, Licensee shall only use claims as approved in writing by Lenzing or as stated in the respective applicable Service Terms / Branding Guidelines. Licensee shall procure that every Copyright Material is marked with a notice in the following terms, unless otherwise specified by Lenzing in writing: "© Copyright Lenzing AG".

- 10.3. The Partner will not take any action which might prejudice or adversely affect Lenzing's title to any intellectual property right with respect to the Content or which may invalidate any registration of the same, nor will the Partner itself seek to acquire ownership or rights in or to the same, or any similar intellectual property rights.

### **11. Scope of Use**

- 11.1. Partner rights are limited to the access to the Platform and to the use of the Lenzing Services / Modules provided thereon, regulated by these ToU or the respective applicable Service Terms.
- 11.2. Partner is responsible for the provision of the technical means necessary to access and use the Platform in a secure manner. Lenzing is under no obligation to consult with the Partner or advise the Partner in this regard.

### **12. Provision of content by the Partner**

- 12.1. The Platform provides services for the Partner, where documents such as applications, evidence, information or data (hereinafter referred to as "Partner Documents") can be uploaded to the Platform. By uploading Partner Documents, Partner makes this information available to Lenzing (and in case of respective settings in a Multi User Account (see clause 2.4.2.c above) to other Multi Users within the Multi User Account).
- 12.2. By uploading Partner Documents on the Platform, the Partner grants Lenzing the royalty free right to process, use and amend the Partner Documents and the information provided therein. The Partner represents and warrants that it is the sole and unrestricted owner of the Partner Documents and their content, that the use of the Partner Documents and their content as envisaged by the ToU or any other contract concluded between the Parties does not violate any third party intellectual property rights whatsoever, that any upload is free of any viruses or other kind of malicious software and that the upload does not trigger any damages whatsoever for Lenzing. The Partner shall indemnify and hold Lenzing, and its directors, officers, agents and employees, harmless on written demand in respect of all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and professional fees) incurred by or awarded against them in connection with Lenzing's possession or use of the Partner Documents and their content.
- 12.3. Lenzing shall be allowed but not obliged to keep copies of the information and documents provided by the Partner in order to fulfil its post-contractual obligations as well as the minimum storage duration required by the laws of Austria even after termination of the Contract or any other contract concluded between the Parties.

- 12.4. Lenzing shall be allowed to disclose the information and documents provided by the Partner to local courts and other authorities if so required by applicable mandatory law or order of courts and other authorities. Lenzing shall not be liable for such disclosure.

### **13. Blockage of the Account**

- 13.1. Lenzing reserves the right to temporarily or permanently block the Account if there are indications that the Partner has been infringing or infringes the ToU or any other contractual obligations between the Parties (e.g. any Service Terms) or Lenzing has any other legitimate reasons to block the Account. When blocking the Account, Lenzing will take Partner's overriding interests into account.
- 13.2. In case of temporary or permanent blockage of the Platform Account, every Platform User account is blocked as well automatically. Lenzing also reserves the right to temporarily or permanently block one or more Platform Users. However, the blockage of a Platform User accounts has no effect on the validity of the Platform Account or other Platform Users. However the blockage of the access of the Authorized Signatory Contact leads to blockage of the Platform Account including any Platform User account.
- 13.3. Termination of the Contract (see clause 7.) leads to an automatic blockage of the Platform Account including any Platform User account.

### **14. Data Protection**

- 14.1. Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria, jointly with their affiliates, which also grant licenses for the use of Lenzing Brands (these are currently Lenzing Fibers (Hong Kong) Limited and Lenzing Singapore PTE Ltd.; for more information about these companies, please see under 14.5), as joint controllers and companies responsible for the processing of personal data of Partners and Platform Users via the Platform ("Joint Controllers"), shall fulfil all requirements regarding the protection of personal data, deriving from Austrian, European and any other law, if applicable to a Joint Controller. Consequently, joint Controllers have entered into a Joint Controller agreement according to article 26 GDPR. According to this agreement, responsibility over the processing of personal data has the Joint Controller, which has concluded the Contract with Partner according to these ToU or any applicable Service Terms for a Lenzing Service requested by Partner. Nevertheless, Joint Controllers will assist each other in securing Partners and Platform Users' rights and compliance of each Joint Controller's obligations under applicable data protection law; in addition, all requests in relation to the protection of personal data may be directed to the addresses stated under Section 14.12. For purposes of this Section 14, "Lenzing" refers to the respective Joint Controller responsible for the processing of personal data according to

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this Section. For all Partners located within the European Economic Area (and Platform Users acting for such Partner), this – in any case – is Lenzing Aktiengesellschaft.

- 14.2. All personal data provided by Partner shall be collected for specific, explicit and legitimate purposes defined in the Contract and not further processed in a way incompatible with those purposes. Partner agrees and understands that Lenzing may collect, process, store and transmit Partner's personal data for those purposes and in the methods defined in the Contract. Lenzing will treat Partner's personal data, according to the Austrian Data Protection Act, confidential and will not pass any information on to third parties not mentioned within the present Section, or without respective permission of the Partner, or if so required under mandatory law, or by order of any court of competent jurisdiction, or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction.
- 14.3. The nature and purpose of the Platform is to verify whether the criteria for Product Licensing / Swing Tickets or Lenzing Certification have been met upon request of the registered or designated company ("Partner") as well as based on consent of the Partner to advertise for Lenzing products and to advertise with the company name of Partners which process or sell Lenzing products. Therefore, the legal basis for the processing of personal data is article 6 para 1 lit b GDPR (in case applicable).
- 14.4. For the aforementioned purposes Lenzing collects and processes the following data of the Partner and/or Platform User:
- Password
  - Salutation
  - Name
  - Contact details (phone, facsimile, email)
  - Position in Partner
  - Details on Partner (name, ID, email, website, phone, facsimile, address, classification of position (e.g. spinner, converter, retailer))
  - Details on Product License / Swing Ticket or Lenzing Certification request by Partner (e.g. product specification, information on the value chain of Partner certification number, end use of product, brand use).

- 14.5. These data may be accessed by the following categories of recipients:

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- employees of Lenzing working in the following departments: IT-, marketing and sales, research, innovation and development, quality assurance, controlling, legal, and brand management, technical customer service.
- Employees of the following affiliated companies of Lenzing (the most current overview of Lenzing-affiliates can also be found at <https://www.lenzing.com/lenzing-group/locations/>): <https://www.lenzing.com/lenzing-group/locations/>) : Lenzing Technik GmbH, Werkstraße 2., 4860 Lenzing, AUSTRIA; BZL – Bildungszentrum Lenzing GmbH, Werkstraße 2, 4860 Lenzing, AUSTRIA; RVL Reststoffverwertung Lenzing GmbH, Werkstraße 4860 Lenzing, AUSTRIA; Pulp Trading GmbH, Werkstraße 2, 4860 Lenzing, AUSTRIA; Lenzing Fibers GmbH, Industriegelände 1, 7561 Heiligenkreuz, AUSTRIA; Lenzing (Nanjing) Fibers Co., Ltd., No.1 Kangqiang Road, Hongshan Fine Chemical Industry Park, Guabu, Luhe District, Nanjing 211511, Jiangsu, CHINA; Lenzing Fibers (Shanghai) Co., Ltd., 968 Beijing West Road, Garden Square, Unit 06-08, Floor 15th, 200041 Shanghai, CHINA; Boicel Paskov a.s., Zahradnis 762, 73921 Paskov, CZECH REPUBLIC; Lenzing Fibers (Hong Kong) Limited, Units 804-806, 8th Floor, Lu Plaza, 2 Wing Yip Street, Kwun Tong, Kowloon, Hong Kong, HONG KONG; Lenzing Modi Fibers India Pvt. Ltd., 17th Floor, Ambience Court, Opp. RTO office, Sector 19D, Vashi, Navi Mumbai 400 705, Maharashtra, INDIA Lenzing AG - India Branch Office, 1st Floor, Rajnarayan Towers, 70, Race Course, Coimbatore - 641 018, INDIA; PT. South Pacific Viscose, Desa Cicadas, Purwakarta 41101, West Java, Indonesia, P.O.Box 11 PWK, INDONESIA; Lenzing Korea Yuhan Hoesa, Changeun Building 19th Floor, 2 Wiryeseong-daero, Bangyi- dong, 05544 Seoul, REPUBLIC OF KOREA; Lenzing Singapore PTE Ltd., 51 Brash Basah Road #02-02/03; Manulife Centre, 189554 Singapore, SINGAPORE; Lenzing (Thailand) Co., Ltd., No. 63, Athenee Tower, 23rd Floor, Suite 57, Wireless Rd., 10220 Lumpini, Pathumwan, Bangkok, THAILAND; Lenzing Elyaf A.S., Levent Mahallesi Ebulula Mardin Caddesi, Maya Meridien Plaza, No: 16, Kat: 9, Ofis no: 25, 34335 Akatlar, Besiktas, Istanbul, TURKEY; Lenzing Fibers Grimsby Ltd., Energy Park Way, Grimsby DN31 2TT, UNITED KINGDOM; Lenzing Fibers Inc., 12950 Highway 43 N, Axis, AL 36505, USA;
- External business partners of Lenzing.

14.6. Access is necessary for these employees and external business partners for purposes of fulfilling their business and contractual duties, in particular for examining the legitimacy of the Partner's requests, creating reports in relation to various analyses of the use of our E-Branding-Service or giving us strategic advice on how to market our products and services within a particular market. As far as personal data is accessed by Lenzing affiliates or business partners in third countries, which do not provide an adequate level for data

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protection, Lenzing has taken appropriate safeguards and contractual obligations to ensure appropriate data protection, if required under applicable data protection law.

- 14.7. Exceeding the data processing required for fulfilling the Contract or any other contract concluded between the Parties, Lenzing will use personal data solely for purposes agreed to by Partner or Platform User by means of a separate declaration. Such consent to data processing can be withdrawn without grounds by e-mail at any time. Such withdrawal of consent does never harm the legitimacy of the processing of personal data until withdrawal was received by Lenzing.
- 14.8. In addition data accessed by SAP Österreich GmbH and its affiliates and sub processors located all around the globe, which provide us with technical infrastructure and support to run and operate the E-Branding Portal SAP Österreich GmbH has contractual safeguards in place, which ensure that the personal data are adequately protected even if they are accessed from places outside the European Economic Area. A complete list of SAP affiliates and sub processors, which might have access to the personal data, can be obtained on request via e-mail or postal mail to the addresses provided for under Section 14.11. below. Lenzing AG has ensured by contractual terms that SAP Österreich GmbH will store personal data within the European Economic Area, only.
- 14.9. Lenzing will store the personal data for no longer than necessary for the purposes the data have been collected. This might be for the period of the certification procedure, the period for which the certification or other Service was granted to or consumed by Partner, the period of (potential) legal claims and procedures arising out of the contract (e.g. violations of these ToU or any Service Terms) as well as for compliance with applicable statutory retention periods.
- 14.10. Any Platform User have the right to request access to and rectification or erasure of the personal data, the right of restriction of processing concerning his or her personal data, the right to object to their processing as well as the right to data portability. In addition, any Platform User have the right to lodge a complaint with a competent supervisory authority (in Austria; the Data Protection Authority).
- 14.11. All questions and requests in relation to the processing of personal data can be directed by e-mail to [privacydata@lenzing.com](mailto:privacydata@lenzing.com) or by postal mail to Lenzing Aktiengesellschaft, Werkstraße 2, 4860 Lenzing, Austria. Please send such questions and requests and the subject matter "privacy data protection" for the ease of handling your message.

14.12. The Partner, Admin and Authorized Signatory Contact warrant that Multi Users have consented to the use of Multi User Mail Address for purposes of delivery of an e-mail for E-Mail Verification.

### **15. SAP Web Analytics**

15.1. On the Platform, Lenzing uses a web analysis service (SAP Web Analytics) of SAP Oesterreich GmbH. SAP Web Analytics is a service which helps Lenzing to identify meaningful data patterns from the Platform. When entering the Platform, Lenzing may collect the way Platform Users are accessing and using the Platform by other means in order to prepare usage profiles that are used to determine which content is the most appropriate to be displayed while they use the Platform. The purpose of this processing of personal data is in particular to determine and evaluate information on the origin and entry point of Platform Users, the used devices and browsers, the frequency of visitors to the pages and the frequency with which the pages are interrupted. This shall help to continuously improve the Platform and to be able to make strategic decisions for its extensions. In addition, problem analyses can be created on the basis of the collected data and critical improvements that can drive cost savings.

15.2. Lenzing will only use personal data as further detailed below solely after the Platform User have given their prior consent into the respective processing operations. Therefore, the legal basis for the processing of personal data collected through SAP Web Analytics is article 6 para 1 lit a GDPT (if applicable). Nevertheless, the Platform User has the right to withdraw his consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. The consent can be withdrawn without grounds by e-mail to Lenzing at any time. Section 14.11 applies.

15.3. In order to achieve the aforementioned purposes, the following categories of personal data concerning the Platform Users of the Platform are processed by Lenzing, where indicated: visits, visit duration, number of visitors, identified visitors, new/returning/repeat visitors, return frequency, page views, referrer page views, entry/exit page, bounce rate, visit origin, client language, browsers, browser version, device types, operating systems, outbound link, social page views and visitors/page views/top countries by region/country.

15.4. The personal data is stored for a period of three years from each visit of the platform. Personal data necessary for the assertion, exercise or defense of legal claims may also be retained in the event of a dispute until the matter has been finally resolved. If the processing purpose no longer applies or if the storage period expires, the personal data will be routinely deleted or anonymized so that the personal data can no longer be attributed to a natural person.



- 15.5. For running the web analysis service, SAP Oesterreich GmbH uses the sub-processor Amazon Web Services, Inc (“Amazon”). Hence, even if SAP Oesterreich GmbH has promised storage of analytics data in Europe (Frankfurt), a transfer of personal data to affiliates and sub-processors of Amazon located all around the globe cannot be excluded. Such transfer of personal data to a third countries would take place under the rules and guarantees of the EU.-U.S. Privacy Shield. The appropriate safeguards for the data transfer stipulated by the EU-U.S. Privacy Shield Framework have been made available under <https://www.privacyshield.gov/participant?id=a2zt0000000TOWQAA4&status=Active>. In addition and in relation to the processing of data by SAP Oesterreich GmbH, Section 14.8 applies respectively.

## 16. Warranty and Liability

- 16.1. The Platform, any Lenzing Services and the Content are provided on an “as is” basis. As far as permitted by applicable law, Lenzing excludes any warranties in this context.
- 16.2. Lenzing does not guarantee permanent access to the Platform or to any Lenzing Services / Modules. The access might be restricted due to several reasons such as, but not limited to maintenance work, legal restrictions in the respective jurisdictions, hard- and software malfunctioning, technical issues with the data transfer, interruption of the power supply etc.
- 16.3. **As far as permitted by applicable law, Lenzing shall not under any circumstances be liable to the Partner for any indirect, consequential, special, punitive or incidental damages, loss of use of property, loss of profit or revenue, loss of business reputation, diminution in value or damages based on multiple of earnings or discounted cash flow or any other comparable method of valuation resulting or arising from the ToU, the privacy data declaration or any other contract, any performance or non-performance of the ToU, the privacy data declaration or any other contract, termination of the ToU, the privacy data declaration or any other contract or blockage of the Account or any Platform User account, irrespective whether such damages or other relief are sought based on breach of warranty, breach of contract, negligence, or any other statutory or contractual basis.**

## 17. Communication

- 17.1. As long as the Contract does not specify otherwise, notices, requests, claims, demands and other communications to the attention of Lenzing regarding the Contract / the ToU and the Platform have to be in writing via e-mail to the e-mail address provided by Lenzing on the Platform. All binding communication from Lenzing to the Partner shall be made via e-mail to

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the Single User Mail Address (Single User Account) or ASC Mail Address (Multi User Account) as long as the Contract does not specify otherwise.

- 17.2. Communication regarding Lenzing Services or certain Modules have to be in writing via e-mail to the e-mail address provided by Lenzing in the Lenzing Services / Modules, as long as the specific applicable Service Terms do not state otherwise. All binding communication from Lenzing to the Partner with regard to the Lenzing Services / Modules and the contracts within specific Lenzing Services / Modules shall be made via e-mail to the e-mail address of the respective Platform User using the Lenzing Service / Modules (e.g. to the e-mail address of the Platform User applying for a Brand License) or as specified otherwise in the respective applicable Service Terms.
- 17.3. The way a contract within a specific Lenzing Service / Module is concluded depends on the function of the Lenzing Service / Module and type of the contract and is regulated in the Platform Module and/or the respective applicable Service Terms. Lenzing uses digital signatures. All documents which have to be signed by Lenzing will be signed by electronic means. All documents that has to be signed by Partner in writing due to applicable law or these ToU shall be signed electronically or printed out and signed by hand if the means for a secure electronical signature are not available to the Partner.
- 17.4. If sent by e-mail and the report generated by the sender's server shows that the e-mail was properly delivered to the recipient mailbox, on the date of dispatch noted on such report, the e-mail is regarded as delivered.

### **18. Applicable Law and Disputes**

- 18.1. The Contract, the ToU and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Austria without regard to any conflict of law rules under Austrian private international law.
- 18.2. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Contract. All disputes, controversies or claims arising out of or in connection with the Contract, which cannot be amicably resolved, shall be submitted to WIPO Arbitration and Mediation Center according to the WIPO Arbitration Rules. The arbitration panel shall consist of three arbitrators. The place of the arbitral proceedings shall be Switzerland. The English language shall be used in the arbitral proceedings. The dispute shall be solved upon application of Austrian law. Notwithstanding the foregoing provisions, Lenzing may request any judicial authority or other authority in any country to order any provisional or conservatory measures including but not limited to pre-award attachment, injunction or similar remedy for the preservation of Lenzing's rights and interests.

## 19. Miscellaneous

- 19.1. No variation of these ToU shall be valid unless confirmed by the Lenzing in writing.
- 19.2. The failure to exercise or any delay in exercising a right or remedy provided by these ToU or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these ToU or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 19.3. If any provision of the ToU is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the ToU, but without such invalidating any of the remaining provisions of the ToU. Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 19.4. The Contract and the rights thereunder shall not be assignable or transferable by either Party without the prior written consent of the other Party.
- 19.5. No provision of these ToU creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose solely by virtue of these ToU.
- 19.6. The headings used in these ToU are for purposes of ease of reference only and in no event or respect shall the substance of any provision in these ToU be interpreted or controlled by any such headings.
- 19.7. The Contract constitutes the entire agreement between the Parties and supersedes any previous agreements between the Parties relating to the subject matter of the Contract.
- 19.8. The Parties acknowledge that there have been no warranties, representations, covenants or understandings made by either Party to the other except those expressly set forth in the Contract.
- 19.9. The Contract is executed in English only. The Chinese translation of the Contract is not binding and enforceable. For any inconsistency, the English language shall prevail.
- 19.10.