

TERMS OF USE

for the Hilti Expert Community

In the following, please find our Terms of Use regarding the participation in the Community, which we ask you ("hereinafter **"You"** or **"Community Member"**) to study carefully.

The following Terms of Use lay down the rules for the relationship between the host of the online platform and the services being provided thereunder (hereinafter together and individually referred to as the **"Community"**) **Hilti Corporation**, Feldkircherstrasse 100, FL-9494 Schaan (hereinafter **"Hilti"**) and the Community Member.

1. FORMATION OF THE CONTRACTUAL RELATIONSHIP, CHANGES TO THE TERMS OF USE

- 1.1. By completing the registration process for the Community, the Community Member makes an offer regarding the conclusion of a user agreement on the basis of these Terms of Use (**"User Agreement"** or **"Terms of Use"**). By activating the user account, Hilti accepts the offer regarding the conclusion of the User Agreement and You becoming a "Community Member".
- 1.2. Any terms of the Community Member opposing or deviating from these Terms of Use shall independent from the Community Member's account activation only be deemed to be accepted and agreed upon Hilti's express written confirmation.
- 1.3. Hilti is entitled to change and adjust these Terms of Use during the term of the membership (**"Term Changes"**). Hilti shall submit the Term Changes to the Community Member in text form, explicitly pointing out the Term Changes. Moreover, Hilti shall grant the Community Member a reasonable period of ten (10) calendar days to declare whether or not he/she accepts the Term Changes for the continued participation in the Community. If no declaration is made within this period, the Term Changes shall be deemed agreed. Hilti shall expressly inform the Community Member of this legal consequence upon commencement of the period. If the Community Member objects to the Term Changes, Hilti is entitled to terminate the User Agreement without notice at the time the Term Changes become effective.

2. SUBJECT MATTER OF THE TERMS OF USE

- 2.1. The subject matter of the User Agreement is the provision of the Community by Hilti. Within the scope of this Community, Community Members will be solicited to participate in market research related activities, such as surveys, product testing, activity journaling, interviews (individual or group), forums, and other methodologies to assess existing or envisioned Hilti products, software, services or any other offerings. The Community serves as Hilti's repository of people who will be invited, on regular basis, to participate in such market research activities as offered by Hilti, where a Community Member may also receive follow up information based on the participation in previous market research activities and outlooks for similar market research activities.
- 2.2. As Community Member, You are encouraged to participate in all the market research activities that are proposed to you, to communicate and to share the results and conclusions of your participation. A Community Member is expected to always provide his/her honest opinion whenever participating in a market research activity.
- 2.3. Questions to Hilti products, services and offerings may be answered by Hilti employees or by other Community Members.
- 2.4. Until further notification by Hilti, the Community is being provided free of charge.
- 2.5. A Community Member may only be invited to a market research activity according to Hilti's sole discretion, where such activity may at any time also be postponed, set on hold or be closed by Hilti.

- 2.6. A Community Member's membership in the Community is voluntary, where a Community Member enters into the User Agreement for his/her own behalf and account and not on behalf of a company for which a Community Member is working. If a Community Member participates during business hours in a market research activity, the Community Member is responsible to align his/her participation with his/her employer. Furthermore, the Community is solely intended and designed for Community Members belonging to professionals in the construction and sub-construction industries, energy system contraction and in building maintenance.
- 2.7. The Community and the services being provided thereunder by Hilti may be modified, adjusted, extended or ceased at any time according to Hilti's sole discretion ("**Community Changes**"), where the notification procedure as set forth in section 1.3 above shall not be applicable to Community Changes.

3. REGISTRATION, USER ACCOUNT, TREATMENT OF PASSWORDS

- 3.1. Natural persons may register for the use of the Community on their own behalf or as a company representative in accordance with section 2.6 above. Community Members must be at least eighteen (18) years of age in order to register.
- 3.2. The Community Member is obliged to make correct and complete statements with respect to his/her personal data in accordance with the requirements of the registration form and to keep his/her personal data up to date at all times.
- 3.3. The Community Member is obliged to keep his/her password secret, keep it in a safe place and to refrain from disclosing it to third parties. If the password is disclosed to third parties, the Community Member shall inform Hilti by email or in writing without undue delay so that the old password can be blocked and a new password can be created. The Community Member is not entitled to make his/her user account available to third parties. The Community Member acknowledges that he/she is fully liable with respect to the activities of a third party to whom he/she has made the user account available.

4. COMMUNITY MEMBER CONTENT

- 4.1. Community Member owns and remains to be owner of any information, data, pictures, audios, footages, texts, pictures, graphics, statements, opinions, comments, ideas, know-how, technical and business information, technical drawings, documents and processes, as well as of financial-, construction-, market- or development-related data posted, submitted, uploaded or made available to the Community in any form ("**Community Member Content**").
- 4.2. Upon making any Community Member Content available within the Community, the Community Member herewith grants to Hilti, the non-exclusive-, transferable-, sub licensable-, free of charge-, irrevocable-, unlimited in time-, content- and area right to make the Community Member Content permanently available for access by other users. Furthermore, the aforementioned right granted includes Hilti's right to use the Community Member Content for other internal or external purposes, such as for commercial-, marketing- and other product and services, campaigns and activities via all available distribution and communication channels. Moreover, Hilti shall have the right to delete, edit and relocate the Community Member Content at any time and without the need to obtain the Community Member's permission, particularly, but not limited to, within the Community in order to link them to other contents or to close them.

5. COMMUNITY CONTENT & CONFIDENTIALITY OBLIGATION

- 5.1. Hilti and its respective licensors exclusively and unrestrictedly retain ownership, reserves all rights, title and interest and all intellectual property-, copy-, and other similar rights in the Community and in any content, in particular with respect to texts, representations, graphics, layouts, pictures, audio and video

and the selection and arrangement thereof as well as any other information submitted, posted, uploaded or made available to the Community in another form by Hilti ("**Community Content**"), unless explicitly otherwise stated in this Terms of Use.

- 5.2. The Community Content, including, but not limited to, the market research activities and the envisioned Hilti products, software, services and other Hilti offerings being disclosed in the Community have to be kept confidential by the Community Member and shall only be disclosed by a Community Member after having obtained Hilti's prior written approval. Information contained in the Community Content that (i) a Community Member can prove to be in the public domain at the time of disclosure; (ii) becomes generally known to the public other than as a consequence of breach of the Community Member; (iii) becomes known by the Community Member per disclosure by a third party expressly authorized by Hilti, or (iv) was independently developed by the Community Member without reference to the Community Content shall be exempted from Community Member's confidentiality obligation. The confidentiality obligation shall further exclude information which the Community Member is required to disclose by mandatory law, regulation or order of a governmental agency or court, provided that the Community Member shall inform Hilti immediately in writing if it becomes aware of such an obligation to disclose.

6. COMMUNITY MEMBER OBLIGATIONS

6.1. General Community Member obligations

- 6.1.1. The possibilities of use made available by Hilti may be utilized by the Community Member within the scope of the contractually agreed purposes only. Any other use is prohibited, including, in particular, the following activities:

- systematic reading of other users' contact details for the purpose of disclosure to third parties;
- harassment of other users by aggressive, obscene, insulting, defamatory or persistent postings to the platform or messages;
- harassment of other users by sending masses of unsolicited advertisements;
- substantial or permanent use of the Community for the purpose of publishing and distributing Community Member Content that are substantively not relevant for the purpose or the subject area of the Community or its blogs and platforms and that could affect the Community's attractiveness for other users;
- any measures that result in excessive system loads or system disruptions;
- the use of other people's identities for the purpose of registering, posting or sending messages;
- using the Community to upload any material of any kind that contains any virus, Trojan horse, spyware or other harmful or malicious component;
- posting of any information, Community Member Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right;
- posting any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation;
- using any other user's content in any way that is designed to create a separate content service or that replicates any part of the Community offering;

- 6.1.2. The Community Member Content shall comply with the rules of polite and respectful interpersonal dealings. Criticism and opinions should be uttered and allowed to be uttered in a constructive spirit.

6.2. Community Member obligations with respect to Community Member Content

6.2.1. The Community Member shall insure that he/she does not violate any third-party rights (e.g. violation of copyrights, violations of personal rights, competition law infringements) by posting Community Member Content.

6.2.2. The Community Member shall indemnify Hilti against any and all claims asserted by third parties against Hilti in connection with an infringement the Community Member committed and is responsible for. In this respect, the Community Member shall bear any and all appropriate costs for the legal defense.

6.2.3. Hilti is entitled to delete or deactivate Community Member Content if such content violates third-party rights or if third parties assert claims on the basis of an infringement and the justification of such claims cannot obviously be ruled out.

6.2.4. If the Community Member becomes aware of an alleged infringement by the Community Member's Content, Hilti shall be informed accordingly in text form without undue delay.

6.3. Community Member obligations with respect to Community Content

6.3.1. Community Member is prohibited to reproduce, distribute, lease, lent, present, publicly broadcast, make publicly available, process, adjust, transform or use the Community Content in any other way without Hilti's prior written consent. The Community Member shall only be permitted to reproduce, distribute or share the Community Content via the technically functionalities provided in the Community. The rights in all signs used within the Community (trademarks, business names and titles) shall remain reserved by their respective owners.

6.4. Breach of Community Member's obligations

6.4.1. Particularly, but not limited to, any of the breaches of Community Member's obligations set forth in section 6 entitles Hilti to terminate the User Agreement without notice and to block Community Member's account according to section 8.3 below. Moreover, Hilti is entitled to refuse to activate a new account for the respective user.

7. REWARDS

7.1. Subject to a Community Member actively participating in a market research activity, a Community Member may occasionally be rewarded by Hilti. Hilti reserves the right to decide in its sole discretion for which activity a reward may be granted. Information, official rules, and terms and conditions for rewards may be announced for the individual activity upfront. In any case a reward is not non-transferable and will not be converted into money or any equivalent payment instrument.

7.2. The Community Member is obligated to declare any such rewards towards the applicable authorities (e.g. tax authority) and shall pay the respective taxes related to it. The Community Member shall to the fullest indemnify and hold Hilti harmless towards such authorities in case of the Community Member not complying with this obligation.

8. TERMINATION AND DELETION OF THE USER ACCOUNT

8.1. The Community Member is entitled to terminate the User Agreement with Hilti at any time without being obligated to state reasons and without notice. Notice of termination must be given in text form (e.g. email) or may be given implicitly by Community Member deactivating his/her account. If the User Agreement is terminated, the Community Member's profile shall be deleted, while his/her Community Member Content published within the Community shall remain available without a link to the Community Member's account.

8.2. Hilti shall be entitled to terminate the User Agreement giving ten (10) days' notice at any time in text form.

8.3. Notwithstanding section 8.2 above, Hilti is via notification in text form entitled to extraordinary terminate the User Agreement without observing a notice period and with immediate effect, if there is good cause. In particular, good cause shall be given if the Community Member

- permanently and severely breaches his/her contractual obligations set forth in the User Agreement or
- culpably and severely violates statutory provisions when using the Community.

In such cases, Hilti is also entitled to suspend and/or, delete the Community Member's account and to refuse to create a new account for this user.

8.4. Hilti shall exercise its right to terminate the User Agreement without notice and to delete the Community Member's account if the Community Member has not logged in for at least one year.

9. DISCLAIMER

9.1. When accessing and participating in the Community, Community Member must to the fullest comply with the following recommendations and solely is responsible to implement the required mitigation steps using its best efforts to avoid any potential incorrect usage:

Any and all information and data being made available in the Community by Hilti, or a Hilti affiliate concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions that the Community Member must strictly comply with. The Hilti product portfolio referred to in the Community may vary from country to country. Use-specific tests are to be conducted prior to using the relevant Hilti product. The Community Member bears the sole responsibility for the absence of errors, the completeness and the relevance of the Community Member Content. Moreover, Community Member bears sole responsibility for having the Community Content, content marked as verified by Hilti, his/her Community Member Content and the content being provided by other users being checked and cleared by an expert with regards to calculation results, engineering recommendations- or judgements ("**Expert Review**"). Such Expert Review shall particularly be conducted with regard to compliance with applicable norms and permits, prior to using them for Community Member's specific purposes and facilities.

10. WARRANTIES

10.1. Hilti does not make any warranties, and expressly disclaims any warranties, guarantees, conditions, and representations, whether in oral or written, express or implied, or arising by usage of the Community, including, but not limited to, any information obtained by Community Member being accurate or reliable, the merchantability of the Community, its fitness for a particular purpose, meeting Community Member's requirements, or satisfactory quality. Hilti does not warrant that the Community will be provided uninterrupted, free of error, free of viruses or bugs, or free of defects in title. Hilti does not warrant that the Community not causes any loss or damages resulting from its usage. Hilti is not responsible for problems, conditions, delays, failures and other loss or damages arising from or relating to Community Member's network connections or telecommunication links or caused by the Internet.

10.2. Community Member shall notify Hilti with undue delay of any alleged defects of the Community or of the Services in writing, including a description of the alleged defect. Hilti may decide at its sole discretion whether to cure a given defect, but is not obligated to do so.

11. LIABILITY

11.1. Hilti's contractual and statutory liability on grounds of slight negligence shall be excluded.

11.2. Hilti shall not be liable for ensuring that the Community is consistently available and usable without disruptions and errors or that Hilti's own information provided in the Community is up to date, correct

and complete at all times. Hilti shall not be liable for information posted by users in the Community to which Hilti only provides access. Moreover, Hilti is not obliged to remedy any defects in this respect. The Community Member shall be liable for any authorized or unauthorized third-party use of his/her user account, profile or personal data stored by Hilti which the Community Member himself/herself enabled. Hilti shall not be liable for any damage incurred by the Community Member or a third party in this context.

11.3. The limitations of liability set forth in these Terms of Use shall not apply in cases of mandatory statutory liability, in particular not with respect to the liability under the applicable Product Liability Act and in cases of culpably caused personal injuries.

11.4. The Community Member shall compensate Hilti for any and all damage resulting from breaches of these Terms of Use the Community Member is responsible for or from any authorized or unauthorized third-party use of his/her user account, profile or personal data stored by Hilti which the Community Member himself/herself enabled, and the Community Member shall indemnify Hilti against any and all third-party claims arising from these events.

11.5. The availability as well as the control regarding references made within the Community by links to third-party websites are beyond Hilti's control. Hilti does not have any influence on these third-party websites. In particular, Hilti shall not adopt as its own the contents of such third-party websites and shall not be responsible or liable for the contents or the security of third-party websites.

12. DATA PROTECTION

12.1. Each Party herewith agrees to comply to the fullest with the applicable data protection laws.

12.2. The applicable Privacy Notice is being made available to Community Member prior to accessing the Community as part of the registration process and at any time upon request.

13. MISCELLANEOUS

13.1. Should a provision of these Terms of Use be invalid or unenforceable or become invalid or unenforceable after the conclusion of the User Agreement, this shall not affect the validity of the remaining provisions of these Terms of Use.

13.2. Except as expressly otherwise set forth in these Terms of Use (e.g. section 1.3 and 2.7), any changes and amendments to these Terms of Use require the written form. This form requirement shall also be applicable to any changes of this form requirement.

13.3. These Terms of Use shall be governed by Austrian law to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.4. The courts of Feldkirch, Austria shall have exclusive jurisdiction for any disputes arising from or in connection with these Terms of Use.