

Unite Terms of Use

Unite is a neutral B2B network. The Unite infrastructure allows Customers and Providers to liaise directly and process their business transactions – if necessary, through cooperating partners – based on these Terms of Use. These Terms of Use are divided into different sections; a General Section A, which regulates the general terms and conditions regarding the relationship of Unite Network AG, the Acting Person and the Companies, and a Special Section B, which regulates the basic contractual conditions between Customers and Providers. Part C regulates the invoicing through Unite Financial Services GmbH. Part D regulates the use of Unite through an application programming interface (API).

A General Section

1 Subject matter, definitions, inclusion of the General Terms and Conditions

1.1 Subject matter

1.1.1 The Unite B2B network provides companies with an opportunity to enter business relations in digital form, offer goods and services to each other and/or purchase or use them based on the following Terms of Use – if applicable, involving Cooperating Partners.

1.1.2 Unite Network AG shall only be the contractual partner for the services offered through Unite, but not the seller or provider of goods and/or services of the Provider. Unite shall not act as a representative for the Companies. The responsibility for compliance with all legal provisions and official rulings within the legal system applicable to the respective contract concluded through Unite shall lie exclusively with the respective contractual Parties.

1.2 Definitions

1.2.1 Unite is the B2B network of Unite Network AG.

1.2.2 Unite Financial Services GmbH is an Affiliated Company of Unite Network AG which is commissioned by Unite Network AG with the billing and, using a payment service provider, with the acceptance and forwarding of payments.

1.2.3 The Acting Person shall refer to a natural person who actually uses Unite.

1.2.4 The Company shall refer to the contractual partner of Unite Network AG which acts as a Provider or a Customer.

1.2.5 The User may refer to both the Acting Person and the Company.

1.2.6 The Provider shall refer to the contractual partner who sells their goods and/or services to Customers using the Unite platform.

1.2.7 The Customer shall refer to the Company to which the Provider delivers their goods and/or renders services through Unite.

1.2.8 The Parties shall refer to the Company, the Acting Person and Unite Network AG.

1.2.9 The Affiliated Company of a Party shall refer to any legal entity, person or organisation (an Affiliated Company in each case),

- (1) that is controlled by the respective Party or
- (2) that controls the respective Party or
- (3) that is controlled by the same Affiliated Company which also controls the respective Party. Control in this context shall refer to the direct or indirect exercise of more than 50 per cent of the voting rights or the contractually or otherwise granted authorisation to appoint officers to the executive bodies of the respective Party.

1.2.10 The Cooperating Partner (Partner) shall refer to a service Provider for solutions in the field of electronic business relations that allows their Customer to access Unite through a Unite API and/or the Partner's system within the framework of their cooperation with Unite Network AG.

1.2.11 Third Party shall refer to anyone who is not covered by the terms Party or Partner.

1.3 In the contractual relationship between Unite Network AG and the User, these Terms of Use in the applicable version shall exclusively apply. The Unite Terms of Use for Unite can be viewed and printed at <https://unite.eu>.

1.4 Unite offers the Company a variety of features allowing for business transactions to be processed electronically between the Customers and Providers. For these features, special conditions of the respective Parties and/or Partners may apply in addition to these Terms of Use. Such separate terms and conditions shall be referred to explicitly.

2 Using Unite

2.1 By using Unite, the User shall accept these Terms of Use.

2.2 In order to be able to use all features of Unite, prior registration with Unite is required. Upon registration, an agreement concerning the use of Unite based on these Terms of Use and the Unite Privacy Policy (hereinafter referred to as the "User Agreement") is concluded between Unite Network AG and the User.

2.3 When an Acting Person creates a Company in their Unite account, the Acting Person concludes a User Agreement with Unite Network AG on behalf of the respective Company. If an Acting Person creates a Company in their Unite account

and/or uses Unite on behalf of a Company, the Acting Person shall represent and warrant that the Acting Person is authorised to commit this Company to the Terms of Use, and all references to the Acting Person in these Terms of Use shall relate to the respective Company as well. A Company which, by way of exception, was not properly represented at the conclusion of the contract shall approve of the User Agreement upon completing the first transaction through Unite at the very latest.

2.4 The Company shall ensure that any Acting Person or Third Party being involved in the use of Unite as a service Provider complies with these Terms of Use as well as all other applicable contractual stipulations agreed upon between the Company and Unite Network AG or the Partner. The Company also acknowledges and agrees that any action or omission by an Acting Person or Third Party which represents a violation of these Terms of Use shall be considered by Unite Network AG as a violation by the Company.

2.5 If a Company would like to integrate their Affiliated Companies into Unite as well, the Company shall enter these Affiliated Companies into their Unite account. The Customer shall also be obligated to use solely the addresses stored in the Unite account for billing purposes for orders placed through Unite. If a Customer lists billing addresses of unregistered Third Parties that are not stored in their account as the shipping address when placing an order, neither the transmission of this order by Unite nor the delivery by the Provider shall constitute a contract between the Provider and the Third Party concerning the ordered item; solely the Customer shall be entitled and obligated by this order.

2.6 Unite may be accessed exclusively by natural and legal persons or partnerships with legal capacity that are exercising their commercial or independent professional activity when concluding legal transactions through Unite as well as by freelancers, authorities, corporations under public law and associations.

2.7 Natural persons acting as a Company or on behalf of a Company must be at least 18 years of age.

2.8 Unite Network AG shall grant the User a worldwide, non-exclusive, free, non-transferrable, non-sublicensable license to use Unite within the framework of the contractual subject matter for the duration of the User Agreement and within the scope of these Terms of Use.

2.9 The User shall be responsible for creating the required technological environment to access Unite, particularly regarding hardware and operating system software, internet connection and up-to-date and common browser software. Unite Network AG shall inform the User of the system requirements as applicable upon request or at <https://unite.eu>.

3 Obligations of the User

3.1 The User shall undertake not to breach any applicable legal provisions, these Terms of Use or any other potential contractual stipulations. This obligation shall include, amongst others,

3.1.1 the prohibition of providing content through Unite and/or through Partners using Unite which violates legal provisions, official orders or moral standards,

3.1.2 prohibition of providing content through Unite and/or through Partners using Unite which violates rights of the Parties, their Affiliated Companies, Partners or Third Parties; particularly copy, patent and trademark rights or trade secrets,

3.1.3 the omission of depictions and opinions that are racist, grossly inappropriate, extremist, insulting and/or discriminatory, glorifying violence or urging criminal acts as well as any other violations of personal rights.

3.2 The content provided through Unite or through Partners using Unite, such as texts, graphics, logos, images, video clips, is protected by German and international copyright and database law and must not be used without the express consent of the holder of the respective rights. The User must not use automated programmes, such as crawling and extraction software, to extract any significant components from Unite or the offers and services of the Partner for re-use without the express consent of the holder of the respective rights. Furthermore, the User must not create and/or publish their own database containing significant parts from the offer, services or conditions of Unite Network AG or the Partners without the express consent of the holder of the respective rights. Furthermore, the User must not conduct any modification, translation, reverse engineering, disassembly, reconstruction, decompiling or copying of the content provided through Unite and/or through Partners using Unite. The User shall bear the burden of proof for the existence of the consent of the rights holder.

4 Electronic communication, responsibility for access data

4.1 Unite Network AG and the User agree that all contractually relevant declarations may be made in written or electronic form.

4.2 The User shall provide the data requested by Unite Network AG upon registration and Company creation completely and correctly. If the submitted data changes after registration or the creation of a Company, the User shall notify Unite Network AG of these changes without delay.

4.3 The User shall be responsible for keeping the access data to their Unite account confidential. The User must not forward access data to Third Parties.

4.4 The User shall agree to be responsible for all activities authorised through their Unite account unless the User has taken all necessary and reasonable precautions to ensure that the access data for the Unite account was kept confidential and in a safe place.

4.5 The User shall inform Unite without delay if they suspect that an unauthorised Third Party has gained knowledge of the access data or used the access data without authorisation or that this can be anticipated.

5 Measures for violations of duty

5.1 Unite Network AG shall have the right to take one or several of the following measures if there is any indication that the User does not comply with or violates legal stipulations, third-party rights, the Terms of Use or any other agreements between Unite Network AG and the User:

- (1) Notifying the User in connection with the formal requirement to cease or change such conduct;
- (2) Deleting the respective content;
- (3) Limiting the features of Unite;
- (4) Temporarily blocking;
- (5) Definitively blocking. Unite Network AG shall be entitled to block the User from using Unite definitively ("definitive blocking") as soon as Unite Network AG terminates its contract with the User or for good cause which would entitle Unite Network AG to terminate the User Agreement extraordinarily.

5.2 When choosing the type and order of the measures, Unite Network AG shall take into consideration the interests of the User, particularly whether there is any indication that the User has not or predominantly not caused the violation. In the event of temporary blocking, Unite Network AG shall decide on the unblocking of the User at its reasonable discretion, having obtained the opinion of the User, and notifying the User of the decision in due time.

6 Fee

6.1 Unite Network AG may levy a fee for Companies using individual features of Unite. The Company shall be notified of whether and when a fee is levied and how it is calculated prior to deciding to use the feature subject to a fee.

6.2 Unite Network AG may change the fees at any time and shall notify the Company thereof, giving appropriate notice prior to the changes coming into effect. Such changes of the fee schedule shall not retroactively affect usages prior to the changes coming into effect.

7 Period and termination of the User Agreement

7.1 The User Agreement is concluded for an indefinite period of time.

7.2 The User may terminate the User Agreement at any time unless a longer period has been agreed upon to extended contractual obligations.

7.3 Unite Network AG may terminate the User Agreement by notice with a term of three months from the end of the month of notification. The right to block a User shall remain unaffected.

7.4 Notwithstanding a blocking or termination, contracts that are not completed at the time at which the termination or blocking becomes effective shall be duly processed.

8 Liability of Unite Network AG

8.1 Unite Network AG shall not be held liable for limited capacity or Unite availability (e.g., system failures, non-accessibility, non-availability, data loss) which were not caused by Unite Network AG, particularly those caused by reasons which are beyond the control of Unite Network AG (e.g., disruptions in, or outages of, the telecommunication network). Unite Network AG shall not be held liable if these were caused by technical or operational aspects which are within the control of Unite Network AG but do not fall below a limit of 99 per cent of the hours in one calendar year. Previously announced maintenance work outside the usual business hours as well as at weekends and on national holidays shall not be deemed an outage. Limited capacity or availability shall not represent faulty performance on behalf of Unite Network AG.

8.2 The User shall be responsible for establishing and maintaining appropriate data backup systems. Unite Network AG shall be liable for data losses only if the User could not have avoided such losses using appropriate data backup systems.

8.3 Irrespective of the above, Unite Network AG shall be fully liable for any damage arising out of death or injury to body or health resulting from infringement of duty by Unite Network AG or the legal representatives or vicarious agents of Unite Network AG.

8.4 Furthermore, the Unite Network AG shall also be liable for any other damage resulting from intentional or grossly negligent infringement of duty by Unite Network AG or the legal representatives or vicarious agents of Unite Network AG.

8.5 In the case of other damages being attributable to ordinary negligence, Unite Network AG shall be liable in the event of an infringement of an essential contractual obligation; however, the amount for which Unite Network AG is liable shall be limited to the damages that had been foreseeable at the time of the conclusion of the User Agreement and that are typical for the nature of the Agreement, a maximum of EUR 5,000,000 per case. Material contractual obligations are such obligations, the fulfilment of which is a prerequisite for proper implementation of the contract, and on the compliance of which the respective Company relies and may rely, and the breach of which will put the achievement of the contractual purpose at risk.

8.6 The above stipulations shall apply to the same extent to Companies Affiliated with Unite Network AG, particularly Unite Financial Services GmbH.

8.7 Unite Network AG shall not be responsible for the content uploaded by the Users and does not adopt them.

9 Embargo regulations

9.1 Neither the User nor any of their Affiliated Companies or their financial institutions are subject to sanctions, designated on any list of prohibited or restricted parties, owned or controlled by a person named on such a list, including but not limited to the sanction lists maintained by

the United Nations, the European Union or its member states or the government of the United States of America.

9.2 The legal transactions to be processed through Unite, including the capital and payment transactions relating to them, are not affected by any embargo measures.

9.3 If these requirements are not fulfilled, the User shall be excluded from using Unite and Unite Network AG shall be entitled to terminate the User Agreement extraordinarily for good cause.

10 Data protection

The User shall ensure compliance with any applicable national and international legal stipulations on data protection, in particular the General Data Protection Regulation (GDPR), as well as any potential subsequent or complementary regulations within the User's field of responsibility and at the User's own cost.

11 Confidentiality

11.1 "Confidential information" shall refer to all information and documents of the other respective Party which have been marked as confidential or must be regarded as confidential in light of the circumstances, particularly information about operational procedures, business relations and knowledge.

11.2 The Parties agree to maintain confidentiality relating to confidential information.

11.3 The confidentiality obligation shall not apply to any information

- (1) which the Party was demonstrably aware of, or was made aware of, by a Third Party at the time the contract was concluded with the respective Party, without this representing a breach of a non-disclosure agreement, legal provisions or official regulations;
- (2) which was public knowledge at the time the contract was concluded with the respective Party or was disclosed to the public afterwards, without this being attributable to an infringement of the contract with the respective Party;
- (3) which is disclosed to Affiliated Companies, employees or authorised representatives from the other Party to the extent that they have to know this information for the performance of the contract with the respective Party. The recipients of the disclosed information shall be obligated to maintain confidentiality to the same extent;
- (4) which must be disclosed due to legal obligations or by order of a court or an authority. If permissible and possible, the Party obligated to disclose the information shall notify the other Party of this obligation and give the other Party an opportunity to take action against the disclosure;
- (5) which are disclosed by employees of the disclosing Party to the responsible authorities in fulfilling or

exercising rights defined under compliance standards and/or legal provisions.

11.4 The Party claiming this exception shall bear the burden of proof.

12 Indemnity

12.1 The User shall indemnify Unite Network AG and Unite Financial Services GmbH against all legitimate claims which other Users or other Third Parties assert against Unite Network AG and/or Unite Financial Services GmbH due to a culpable infringement of legal, contractual stipulations and/or other culpable behaviour by the User relating to the use of Unite.

12.2 In particular, the indemnity shall include the services which Unite Network AG or Unite Financial Services GmbH have to render for Third Parties, such as compensation for damages, contractual penalties due to the contravention of declarations of discontinuance or commitment which are under contractual penalty, or fines, and the expenses incurred by Unite Network AG or Unite Financial Services GmbH due to a claim, such as costs incurred for the appropriate protection of their rights.

12.3 The indemnity shall apply to the same extent to the executives, board members, employees, legal representatives and deputies of Unite Network AG and its Affiliated Companies, particularly Unite Financial Services GmbH.

12.4 Claims arising therefrom shall become time-barred in accordance with the legal periods of limitation, starting at the end of the calendar year in which the claims were asserted against the creditor of the indemnity claim.

13 Governing law, jurisdiction

13.1 These Terms of use shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

13.2 The exclusive place of jurisdiction for all disputes arising between Unite Network AG and the User shall be the location where Unite Network AG is registered if the Customer is a business entity, a legal entity under public law or a special fund under public law.

13.3 Notwithstanding the previous provision, Unite Network AG shall be entitled to file a lawsuit at any other legally permissible common place of jurisdiction

14 Amendment of the Terms of Use

The User shall be notified of any reasonable amendments of non-essential regulations of these Terms of Use. The changes shall be deemed to be accepted if the User continues to use Unite after the changes come into effect and does not terminate the User Agreement. Unite Network AG shall emphasize these consequences in the notification. Unite Network AG shall only make such amendments for good cause, especially due to new technological developments, changes in jurisdiction or other comparable reasons.

B Special Section

In principle, when using Unite, the Customer and the Provider agree to establish and execute their contractual relationships on the basis of the following terms and conditions of business.

15 Application of conflicting regulations

15.1 The contractual stipulations in the Provider-Customer relationship shall apply in the following order. In the event of potential conflicting interpretations, the stipulations shall be applicable in the following order and shall supersede the respective subsequent regulation.

15.1.1 If Unite is used through pre-integration into a Partner's system and if, within the framework of this integration, deviating contractual conditions between the Company and the Partner have already been agreed, these shall take precedence insofar as they relate to the Provider-Customer relationship.

15.1.2 If one Company refers to its own terms of contract which have the same subject matter as this Special Section of the Terms of Use towards another Company, these own terms of contract shall take precedence over this Special Section of the Terms of Use insofar as they relate to the Provider-Customer relationship.

15.1.3 If one Company refers to its own terms of contract which have another subject matter in addition to this Special Section of the Terms of Use towards another Company, these own terms of contract apply in addition to this Special Section of the Terms of Use insofar as they relate to the Provider-Customer relationship.

15.1.4 If no case of 15.1.1 until 15.1.3 exists, the Special Section of these Terms of Use shall apply exclusively in the Provider-Customer relationship. The provisions from the General Section of these Terms of Use shall also apply mutatis mutandis to the relationship between the Provider and the Customer, unless this Special Section contains a more specific provision relating to the respective circumstances.

15.2 The inclusion of general terms and conditions by referencing to delivery notes, order confirmations, dispatch notifications, invoices or any other comparable documents shall be excluded. The Companies shall waive the defence that their general terms and conditions shall have been included by referencing the aforementioned documents, irrespective of any stipulations which they expressly agreed upon.

16 Conclusion of contract

16.1 A framework contract is established between the Customer and Provider by their connection through Unite or through the Partner using Unite, based on the Special Section of the Terms of Use.

16.2 The individual contract concerning the Customer's use of the goods and services offered by the Provider is concluded between the Provider and the Customer through an acceptance in compliance with the Customer's offer by the Provider in accordance with the following provisions.

16.3 The goods and/or services offered online on Unite by the Partner constitute an invitation of the Provider to the Customer to submit an offer for conclusion of an individual contract.

16.4 The Customer's order is the offer to the Provider to conclude a sales contract under the conditions indicated in the order. Unite Network AG itself forwards the order to the Provider or uses a Partner to do so.

16.5 A confirmation of receipt of the order does not constitute an acceptance of the offer.

16.6 The individual contract is concluded through an express declaration of acceptance by the Provider to the Customer or, if no such declaration has been made, when the goods are shipped or the service due is rendered to the Customer.

16.7 In the event of a partial delivery/partial performance, the individual contract shall only be concluded for the part of the order which has been shipped/rendered.

16.8 Any mandatory information required under applicable law in electronic commerce shall be waived for simplification purposes.

17 Display

The Provider is aware that the Customer may agree with the Partner upon customisation resulting in limitations to the visibility of the Provider's product range for this Customer.

18 Place of performance and transport risk

The Provider shall deliver the goods, unloaded, to the Customer at the place of destination named by the Customer, which shall also be the place of performance. Any risk relating to the transportation and unloading of the goods shall be borne by the Provider. The Provider shall have to insure the goods to be delivered sufficiently, by the Provider's own choice and discretion.

19 Reservation of title

19.1 The Provider shall retain title to the delivered goods until all claims which the Provider may assert against the Customer now or in the future, including any outstanding balance claims from current accounts, have been settled.

19.2 The Customer must not be entitled to pledge the goods under retention of title, to assign them as a security or grant Third Parties any other rights of security to them. In case a Third Party nevertheless acquires any rights to such goods, the Customer shall already assign all subsequent rights it acquires thereby to the Provider. The Provider shall accept such assignment. The Customer shall inform the Provider

without delay if goods have been pledged, seized or otherwise disposed by any Third Party.

19.3 The retained title shall be released by the Provider as soon as and to the extent that the portfolio of collateral exceeds 110% of the economically feasible proceeds or, based on the estimated value, 150% of the secured claims against the Customer.

20 Payment

Payment shall be due immediately after invoicing without any deduction unless otherwise agreed upon, in individual cases, by the Customer and Provider.

21 Set-off and retention

21.1 A Company may offset against demands only with such own demands that have been recognised by declaratory judgment, are uncontested or are acknowledged by the other Company. Counterclaims arising from the same contractual relationship shall be excluded from the aforementioned prohibition of set-off.

21.2 A Company may only assert rights of retention based on counterclaims arising from the same individual contractual relationship.

22 Notification of defects

22.1 The Customer, who is a trader, shall examine the goods immediately after their delivery, as far as this is practical in the ordinary course of business, and upon the discovery of any defect shall immediately give notice thereof to the Provider.

22.2 A Customer failing to give such a notice shall be deemed to have accepted the goods, unless the defect in question is one that is not discernible by such an examination.

22.3 Upon the subsequent appearance of a defect that is not discoverable by such an examination, notice thereof must be given immediately upon it being discovered, otherwise the goods shall be held to have been accepted notwithstanding such a defect.

22.4 The Customer's rights are sufficiently protected by sending the notice in a timely manner.

22.5 If the Provider intentionally conceals any defect, the Provider cannot rely upon the rules of this section.

23 Liability

23.1 The Companies shall be fully liable mutually for any damage arising out of death or injury to body or health resulting from infringement of duty by the respective Company or the legal representatives or vicarious agents of the respective Company.

23.2 Furthermore, the Companies shall also be liable mutually for any other damage resulting from intentional or grossly negligent infringement of duty by the respective Company or the legal representatives or vicarious agents of the respective Company. The respective Company shall be liable for any other damage

resulting from simple negligence, in case of infringement of a material contractual obligation if it is typical of this type of contract and was reasonably predictable at the time the contract was concluded.

23.3 Material contractual obligations are such obligations, the fulfilment of which is a prerequisite for proper implementation of the contract, and on the compliance of which the respective Company relies and may rely, and the breach of which will put the achievement of the contractual purpose at risk.

23.4 Liability in accordance with the product liability law as well as for fraudulent acts and/or guarantees shall remain unaffected.

23.5 These terms of liability shall apply to any claims against institutions and/or employees of the respective Company.

24 Prices

24.1 All price quotations do not include any potential shipping costs, unless the price stated has been expressly indicated as the price including shipping costs.

24.2 In the event that the Customer has to follow an approval procedure, the Provider might adjust prices during this period. To allow for smooth order processing, the Customer shall waive the right to refuse the invoice for price differences of up to +/- 10 per cent attributable to such circumstances.

25 Termination of the framework agreement

The Customer and the Provider may terminate the framework agreement with the respective other Company at any time, unless mandatory legal provisions within the applicable legal system give rise to other stipulations. Notwithstanding a termination of the framework agreement, orders that are not completed at the time at which the termination becomes effective shall be duly processed.

26 Governing law, jurisdiction, contractual language

26.1 The agreement between the Provider and the Customer shall be governed by the law of the country where the Provider's head office is registered.

26.2 The exclusive place of jurisdiction for all disputes arising between the Provider and the Customer shall be the location where the Provider's head office is registered if the Customer is a business entity, a legal entity under public law or a special fund under public law.

26.3 Notwithstanding the previous provision, the Provider shall be entitled to file a lawsuit against the Customer at any other legally permissible general place of jurisdiction.

26.4 The contractual language shall be the national language spoken at the place of business of the Provider's office.

C Billing and payment processing by Unite Financial Services GmbH

The Customer and Provider commission Unite Network AG to conduct the billing processing of payments through Unite Financial Services GmbH. Any payments shall be made by the Customer exclusively to the account specified by Unite Financial Services GmbH. Unite Financial Services GmbH issuing the invoices and processing the bills gives the Customer the opportunity to create Unite Financial Services GmbH as the sole creditor even if they have a large number of Providers ("Single Creditor"). If Unite Financial Services GmbH conducts the billing and processing of payments, the following stipulations shall apply:

27 Authorisation

27.1 The Customer and the Provider commission and authorise Unite Network AG to commission and authorise Unite Financial Services GmbH in accordance with the specifications available at <https://unite.eu> (i) to create automated invoices for the Customer on behalf and for the account of the Provider and (ii) by using a payment service provider in each case, to accept and forward payments made by the Customer to the Provider.

27.2 The Customer shall agree to be sent the invoice electronically.

28 Customer Payment

28.1 Only payments made to the account specified by Unite Financial Services GmbH shall constitute full discharge of the Customer's debt towards the creditor/Provider. No payment shall be made directly to the Provider in this case.

28.2 Customer and Provider agree that the maximum period of payment shall not exceed 30 days.

29 No cross border business

In the relationship with the Customer, the Provider shall ensure that the performance is rendered within the same country.

D Using API

The following provisions shall apply if the Company with direct access to Unite is integrated using an application programming interface (API).

30 Terminology

30.1 "Application" shall refer to the software application, website, interface or other means through which the User can access the Unite API using the API login information.

30.2 "API login information" shall refer to any data, including access tokens, which are used for the authentication and authorisation for the respective Unite API.

30.3 "Unite API" shall refer to any software, including routines, data structures, object classes, protocols, programmes, templates, libraries and interfaces,

application programming interfaces (APIs), software development kits (SDKs), developer tools, API documentation, updates and other related materials, whether material or immaterial, in whatever form or on whatever medium, which are provided by Unite at <https://unite.eu> or through other channels.

31 Application of the provisions of the General Section of the Terms of Use, order of precedence

For the use of Unite through a Unite API, the provisions from the General Section of these Terms of Use, specifically the provisions on

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shall correspondingly also apply to the relationship with Unite Network AG, unless this Section D of the Terms of Use concerning the API use contains a more specific provision for the respective issue.

32 Access to Unite API

32.1 The API login information are exclusive property of Unite Network AG which reserves the right to limit or prevent a User from accessing and using API login information if there is any indication that legal stipulations, third-party rights, the Unite Terms of Use or any other agreements between Unite Network AG and the User are violated while using a Unite API. When choosing the type and order of the measures, Unite Network AG shall take into consideration the interests of the User, particularly whether there is any indication that the User has not or predominantly not caused the violation.

32.2 Within the framework of the contractual subject matter for the duration of the User Agreement and within the scope of these Terms of Use, Unite Network AG shall grant the User a worldwide, non-exclusive, free, non-transferrable, non-sublicensable license to access the Unite API exclusively in connection with the development, implementation and/or distribution of the application and/content of the Company and solely in accordance with respective API documentation which is available at <https://portal.unite.eu/developers/> and on which the respective Unite API is based.

32.3 The Unite API is constantly being improved, e.g., by adding new and/or removing existing features. Unite Network AG shall notify the Users of any major changes to the API (so-called "breaking changes") within an appropriate notice period. The User shall adjust their systems accordingly within this notice period so that the User can ensure continued use of the API. Unite Network AG does not guarantee unlimited functionality of the Unite API in its latest version after the changes have come into effect.

33 Prohibited actions

The use of the Unite API is subject to the following limitations:

33.1 The Unite API shall be used exclusively for the development and/or distribution of applications and/or content to be used within the framework of the contractual subject matter.

33.2 The disclosure of API login information or parts thereof shall be limited to the representatives, employees or service providers of the Company who require access for the use, maintenance, implementation, correction or update of the application in accordance with the Terms of Use and who are subject to confidentiality obligations which are equal or superior to the ones contained herein. The Company shall be prohibited from disclosing login information to Third Parties, particularly end users of a Unite API. If the Company discloses or forwards the API login information in breach of this provision, Unite Network AG shall be entitled to block access to the API.

33.3 The User shall not distribute, sell, lease, loan, transfer, assign or sublicense rights to Third Parties which were granted to the User by the Terms of Use.

33.4 The User shall not use or access the Unite API to monitor the availability, performance or functionality of the Unite API, Unite or parts thereof.

33.5 The User shall not remove or destroy any copyright, property or confidentiality notices which were placed on, contained in or connected to the Unite API.

33.6 The User shall not conduct or participate in any activities which limit, interrupt, overburden, damage, corrupt or access without authorisation the servers, security, networks, data, applications or other properties or services of Unite or Third Parties.

33.7 The User shall not bypass the technological measures preventing direct database access or producing tools or products for this purpose.

33.8 Furthermore, the User may not conduct any modification, translation, reverse engineering, disassembly, reconstruction, decompiling or copying.

33.9 The User shall not develop any applications which would overload Unite or distribute any spyware, adware or any other potentially unwanted programmes.

33.10 The User shall not access or use the Unite API to develop or distribute the application in any way which would promote illegal activities.

33.11 The User shall not falsify or change the unique identifier of the application of the Company or otherwise cover or change the source of enquiries coming from an application.