

## **Welcome to the Fujitsu Event Portal**

The Fujitsu Event Portal is provided to you by Fujitsu to help you to register for Fujitsu events, trade fairs and conferences in virtual or physical form.

Please take a little time to read the following thoroughly. If you like, you can save or print this text via mouse-click. By the terms "you" or "user" we refer to you, as registering natural person as well as to the company you are representing. By registering you confirm that you are an authorised representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the following Terms of Use to become binding also for your company.

## **Who May Use the Fujitsu Event Portal**

You may use the Fujitsu Event Portal according to the following conditions once you have successfully registered yourself and the company you are representing, and only in compliance with these Terms of Use and all applicable laws. Any use or access by anyone under the age of 18 is prohibited.

## **What you should know about how we handle your personal data**

The protection of your personal data during the collection, processing and use during your visit to our Event Portal is very important to us. Therefore please read the Data Privacy Statement for the Fujitsu Event Portal carefully.

## **What we expect you to comply with**

Subject to these Terms of Use and our policies (including our Data Privacy Policy), we grant you as representative of your company a limited, non-exclusive, non-transferable, and revocable right to use the Fujitsu Event Portal. You agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using the Fujitsu Event Portal does not give you ownership of any intellectual property rights in the content you access.

## **What are our Terms of Use for the Fujitsu Event Portal**

### **1. General**

Any access to and use of the Fujitsu Event Portal is subject to these Terms of Use. Fujitsu reserves the right to amend, modify or replace these Terms of Use at any time and without further notice. Upon logging-in, you are accepting these Terms of Use in their current version as basis for the use of the Fujitsu Event Portal. Any use of the Fujitsu Event Portal is at your own risk.

### **2. Accessibility of Fujitsu Event Portal and Registration**

In the interest of reliability, safety and security and with a view to the binding character of transactions carried out via the Fujitsu Event Portal, Fujitsu reserves the right to deny registration and/or access to any potential user at its sole discretion.

Registration shall only be possible under your true name and data. If and when such information changes over time, you shall update such information without undue delay.

You acknowledge that Fujitsu expressly excludes any liability for the continuous availability of the Fujitsu Event Portal and/or its sub-pages. Fujitsu additionally reserves the right to stop operating and/or providing fully or partially the Fujitsu Event Portal or limit the access to it at any time and without further notice.

### **3. Use of the Fujitsu Event Portal**

All trademarks and brand names that are mentioned in the Fujitsu Event Portal are possibly protected by third parties unrestrictedly, subject to the provisions of the respective valid labeling act and the ownership rights of the registered owners. The fact that a trademark has merely been named in the Fujitsu Event Portal should not imply that trademarks are not protected by the rights of third parties or of Fujitsu.

As far as the information originates from a third party, it has been adopted without any alteration, unless indicated otherwise. Every user is responsible to check whether the information provided is correct, complete, and/or up to date. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the user, shall be limited to gross negligence or intentional behavior of Fujitsu.

### **4. Links / Contents and Information of Third Parties**

The Fujitsu Event Portal may contain links and references to the web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Fujitsu does not have control over the information or contents on such web pages. Neither shall Fujitsu be liable for the quality, correctness, nor completeness of any third party information provided on the Fujitsu Event Portal.

### **5. Important Notice on Computer Viruses**

Although Fujitsu makes every endeavor to keep the Fujitsu Event Portal free from viruses, Fujitsu cannot provide any warranty or guarantee that it is virus-free. You shall, for your own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any content.

### **6. Rules on Password Use and Responsibilities**

It is within the user's sole responsibility to secure any passwords and avoid any misconduct as regards the use of such passwords that he might have received for the use of the Fujitsu Event Portal and its sub-pages. In case you should discover that your password has unintentionally been made accessible to any unauthorized and/or third party or that there might exist any danger of misuse, you shall immediately inform Fujitsu. Fujitsu shall then take measures to block the respective password and to deny access to the respective user / user ID without undue delay. For the blocked user, access will only be possible after a user's application to Fujitsu to have the user ID unlocked or upon new registration. Notwithstanding the above however, Fujitsu shall not be liable in contract, tort or under any legal theory that might be considered to be applicable, for any damages resulting from the any abuse of any personal passwords, unless such abuse was caused through the intentional or gross negligent behavior of an Fujitsu employee or a third party acting on behalf of Fujitsu. In addition Fujitsu reserves the right, at any time and without having to indicate any specific reasons, to cancel or limit the user's right to access the password-protected area by blocking its user data. Every user has the responsibility to keep his/her personal login data safe. The user-login and password are not transferable.

In addition, while accessing and or using the Fujitsu Event Portal and its content you shall ensure not to engage in any of the following activities:

- breach public morality in its manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which the user is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
- distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the user shall not solicit or request the participation in any lottery, snow-ball system, chain letter, pyramid game or similar activity.

Fujitsu shall not be liable for any damages, which result from any misconduct of the user with the information supplied.

## **7. Limitation of Liability**

Fujitsu shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability should be mandatory at law. As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these terms, it is limited to €10.000,- per damaging incident, up to an aggregate maximum sum of €50.000,-.

## **8. Jurisdiction / Applicable Law**

Fujitsu makes no representation that information on the Fujitsu Event Portal are appropriate or available for viewing or downloading at locations in other countries world-wide. Any and all users are themselves exclusively responsible for compliance with all applicable local laws. Access to the Fujitsu Event Portal's information from countries, where such content is unlawful is expressly prohibited.

These Terms of Use shall be governed by German law. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

## **9. Compliance/ Ethical Standards**

Fujitsu is committed to an ethical and responsible conduct in its business operations, which respects the rights of the individuals and the environment.

At a minimum Fujitsu requires you to comply with all applicable laws and regulations applicable to its business as well as with Fujitsu's Global Business Standards (see:

<http://www.fujitsu.com/global/about/philosophy/codeofconduct/gbs/> )) and any other relevant rules provided by Fujitsu. You should support the principles of the Universal Declaration of Human Rights, United Nations Global Compact, the International Covenant on Civil and Political Rights, the International Covenant on Economics, Social and Cultural Rights, and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. You shall especially:

- not use child labor or forced or involuntary labor of any kind;
- treat all your employees with dignity and respect and not use corporal punishment or threats of violence or other physical or mental abuse;
- comply with the respective national laws and regulations regarding wages, working hours and benefits;
- not discriminate in hiring and employment practices whether based upon race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability or political opinion;

- provide your employees with a safe and healthy workplace (and where applicable any housing provided for employees) in compliance with applicable laws and standards and ensure reasonable access to drinkable water and sanitary facilities, adequate lighting and ventilation and fire safety;
- be prepared for any disruptions of your business (e. g. natural disasters, terrorism, software viruses, illness, infectious diseases);
- comply with all applicable anti-corruption laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations of where you reside or do business in connection with the transaction(s) contemplated by the parties and in connection with any other business transactions involving you and Fujitsu;
- review the rules, restrictions and principles herein and agree to take appropriate steps to ensure compliance therewith by all of your directors, officers, and employees who will perform services in connection with transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu;
- warrant and represent that you have no government official as your director, officer or controlling shareholder or as employee who will perform services for Fujitsu and that no government official has a controlling interest in your company and you shall immediately notify Fujitsu in writing if such warranty or representation is no longer true;
- covenant that you have not and shall not, in all activities in connection with the performance of the Fujitsu Event Portal or any other transaction(s) contemplated by you and Fujitsu, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything of value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business;
- comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.
- not instruct, cause or permit any third party to violate the conditions set forth in this section on your behalf or on Fujitsu's behalf;
- comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations.

You shall take adequate measures to ensure that the provisions of this section are communicated to your employees including the posting of the requirements of this section in the local language in a place easily accessible to all employees. Furthermore, you shall use best efforts to forward the contents of this section to your suppliers and customers, even if they are purchasing products from you for resale purposes only, such as reseller, retailer or other dealers and to convince them to meet the principles and requirements of this section. You shall inform Fujitsu of the measures you adopted to ensure compliance with the rules, restrictions and principles herein, on Fujitsu's request.

In the event of a failure to comply with any provision of this section, you shall notify Fujitsu immediately in writing.

You agree to keep accurate books, accounts, records, contracts, invoices, emails and other electronic files and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu. Fujitsu reserves the right to audit the Documents by itself or by outside auditors acting on Fujitsu's behalf, upon notice. You agree to fully cooperate in any such audit.

Fujitsu may terminate any agreement with you (including your use of the Fujitsu Event Portal), or suspend or withhold payment effective immediately upon written notice to you, if it has a good faith belief that you have breached, or have caused a breach of the provisions of this section. Fujitsu will not be liable for any claims, losses, or damages arising from or related to failure by you to comply with the provisions of this section or related to the termination of any agreement between you and Fujitsu because of an infringement of the provisions of this section. You shall indemnify and hold Fujitsu

harmless against any claims, losses, or damages caused by a failure of you to comply with the provisions of this section.

Terms of Use Fujitsu Event Portal, Ver. 1.2

July 2020