

Zug, May 1, 2020 | **PUBLIC**

EXTRANET - Acceptable Use Policy (AUP)

In exchange for access to Extranet hosted by Landis+Gyr AG (“Landis+Gyr”), you must first read and agree to all of the terms and conditions of this Terms of Use. If you do not agree to all terms and conditions set forth in these Terms of Use without qualification or limitation, you are not authorized to access the Extranet.

1 | Compliance with Laws and Requirements

You will use the Extranet for lawful purposes only and will comply with all applicable laws and regulations, including local, regional, national, foreign, or international statutes, regulations, rules, orders, treaties, or other laws, and such further requirements and principles as set forth in these Terms of Use or Landis+Gyr’s Code of Conduct or as may be set forth in any notice from Landis+Gyr. Without limiting the foregoing, you further warrant that you will not use the Extranet to:

- Encourage or facilitate insider trading, price fixing or any other anticompetitive behaviour;
- Facilitate or participate in any activity that may harass, threaten or abuse others;
- or Store, or present any information, data or material that:
 - Infringes on the intellectual property, trade secret, privacy, publicity, or other rights of others
 - Contains false statements or misrepresentations
 - Contains any obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane or embarrassing material
 - Contains the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers (and the like), and credit card numbers.

2 | Credentials

As a user you will be provided with individual credentials (e.g. username and password) for the purposes of access to the Extranet. Access to certain portions (e.g. workspaces) within the Extranet may require additional permission and may be subject to additional terms of use.

You are responsible for any use of the Extranet using your unique user credentials. As such you warrant that you will not share your credentials with anyone and will not leave your computer unlocked or unattended in manner that will allow any other person to view your credentials or to use your credentials to access the Extranet. If you believe that your password may have been compromised at any time, you will promptly notify Landis+Gyr, so that your password may be changed.

You will not ask any other user to disclose their credentials to you and you will not use any other person’s credentials to access or use the Extranet. You will not attempt to access any data or programs on the Extranet for which they do not have authorization or consent.

Your personal data will be handled in keeping with the [L+G Privacy Policy](#).

(<https://www.landisgyr.com/privacy-policy>)

3 | Monitoring

You acknowledge that your use of the Extranet may be monitored to the full extent permitted by law and hereby expressly consent to such monitoring. Purposes of the monitoring may include but are by no means limited, to enforcement of these Terms of Use, maintaining the performance and availability of the Extranet; and dispute resolution. You agree that you will not attempt to circumvent Landis+Gyr monitoring and security measures.

4 | Cancellation / Suspension

Landis+Gyr may cancel or suspend your access and use of the Extranet at any time. If inappropriate activity is suspected, your access may be deactivated until an investigation is complete. In extreme cases, Landis+Gyr may contact law enforcement regarding suspicious activity.

5 | Ownership of Posted Documents and Intellectual Property

You may only post or modify documents, files and data that you own or for which you have express permission from the legal owner to post or modify. One of the primary purposes of the Extranet is to promote collaboration and exchange of information. Accordingly, by posting documents or data on the Extranet you hereby grant a royalty-free license to Landis+Gyr and to all persons with access to the applicable Extranet Workspace to use or modify such documents in any manner consistent with the purposes of the Extranet Workspace and the Extranet.

Nevertheless, Landis+Gyr may, at any time and in its sole discretion, remove any document, file or data from the Extranet or any Extranet Workspace.

6 | No Warranties

Landis+Gyr makes no representations or warranties (express or implied), regarding accessibility, accuracy, reliability, correctness or completeness of the Extranet and any content therein, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose. Moreover Landis+Gyr does not warrant or guarantee that the Extranet (or any site linked in any way to the Extranet) or the server which stores and transmits content to you is free of defects, viruses or any other harmful components. You expressly acknowledge that Landis+Gyr is not responsible and has no liability to you for any loss of data etc.

7 | Limitation of liability

You acknowledge that the Extranet is provided for convenience only. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LANDIS+GYR DISCLAIMS AND YOU HEREBY HOLD HARMLESS AND INDEMNIFY LANDIS+GYR, ITS AFFILIATE AND THEIR RESPECTIVE OFFICERS AND DIRECTORS FROM AND AGAINST, ALL LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHICH MIGHT BE INCURRED THROUGH THE USE OF OR ACCESS TO LANDIS+GYR EXTRANET – EVEN IF BEING ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8 | Changes to these Terms of Use

Landis+Gyr may change these Terms of Use from time to time to meet the security needs of Landis+Gyr and its partners and to comply with legislation. Your continued use and Access to the Extranet will be subject to your agreement with the Terms of Use as so modified from time to time.