

Sharp/NEC SolutionsPLUS Portal

Conditions of Use

1. Conditions of Use

These Conditions of Use form the basis for a legal agreement between you, the Participant, and Sharp NEC Display Solutions Europe GmbH (“**Sharp/NEC**”). They regulate access to Sharp/NEC’s partner portal **SolutionsPLUS** as well as the use of the corresponding services.

2. Participation

2.1. Eligible Participants

All employees of companies (i.e. natural or legal persons or partnerships that carry out a commercial activity on a permanent basis) which resell products and solutions of Sharp NEC Display Solutions (“**Participants**”) for carrying out their commercial activity are eligible to access the Sharp/NEC SolutionsPLUS portal.

Participants are not eligible to access the Sharp/NEC SolutionsPLUS portal if they act as private persons (i.e. for a purpose that cannot be attributed either to their commercial or their independent commercial activity); employees of companies which acquire Sharp NEC Display Solutions’ products not for the exercise of their commercial activity (i.e. companies which acquire Sharp NEC Display Solutions’ products for own use); as well as employees of Sharp/NEC’s competitors and the press.

2.2. Registration & access

Access to the Sharp/NEC SolutionsPLUS portal is subject to registration on the Sharp/NEC SolutionsPLUS registration webpage. The Participant declares that the details provided by them during the registration process are truthful and complete.

Furthermore, the Participant declares that it has the required authority to register on the Sharp/NEC SolutionsPLUS portal in the course of its activity at the eligible company. At the same time, the Participant declares that the conditions for participation underlying the Sharp/NEC SolutionsPLUS portal have been read, understood and accepted.

Furthermore, the Participant declares with its registration that it fulfils the binding conditions for

participation under item no. 2.1. of these Conditions of Use and the company at which they are an employee falls into the corresponding group of companies eligible for participation. If these criteria are not met no legal basis for the conclusion of a contract with Sharp/NEC exists.

Sharp/NEC reserves the right to review all details provided and request further information. The positive result of the review of the above-mentioned criteria shall be the mandatory requirement for the grant of access to the Sharp/NEC SolutionsPLUS portal. Even if all criteria are met by the Participant logging in, the mandatory and decisive requirement is Sharp/NEC’s final consent. No legal claim for approval for the participation exists.

After the registration, a Sharp/NEC SolutionsPLUS account shall be opened for the Participant.

The Participant shall receive a confirmation by e-mail after successful registration as well as the request to create a password for logging into the Sharp/NEC SolutionsPLUS account.

The contract on the use and access to the Sharp/NEC SolutionsPLUS portal shall be concluded only upon the successful conclusion of the application for login as well as the successful check and recognition of the login and company data by Sharp/NEC and the Participant’s first successful login into their Sharp/NEC SolutionsPLUS account.

The Participant has the right to access the data entered during the registration and the right to correct this data, provided that the correction of this data has not been rendered impossible due to technical restrictions.

2.3. Access data & password

The Participant shall receive a user name and a password shall be created for the login into their Sharp/NEC SolutionsPLUS account. For the avoidance of misuse, the Participant must ensure that no unauthorised third party obtains knowledge of the user name and password. The Participant is responsible for all acts by those third parties to whom they grant access or who otherwise use the user names or the password and is responsible for all consequences resulting from the use and misuse of the user name and the password. The Participant is obliged to notify Sharp/NEC at once after disclosure of a prohibited use of their user name or password or any other security breach regarding Sharp/NEC SolutionsPLUS.

2.4. End of participation

To end access to the Sharp/NEC SolutionsPLUS portal the Participant must log in again with their password into the Sharp/NEC SolutionsPLUS portal on "My account" and log themselves out from further participation there using the button "Remove account".

2.5. Participation period

Access to the Sharp/NEC SolutionsPLUS portal (subject to the provisions laid down in item no. 3) in principle is for an unlimited period. If a Participant has not logged into their Sharp/NEC SolutionsPLUS account after registration at Sharp/NEC SolutionsPLUS portal and creation of their password for a period of twelve months, Sharp/NEC is eligible to remove the Participant from the Sharp/NEC SolutionsPLUS partner programme without prior notification.

3. Termination

The Participant is eligible to terminate their access to the Sharp/NEC SolutionsPLUS portal at any time without prior notification. Sharp/NEC is eligible to terminate access to the Sharp/NEC SolutionsPLUS portal by giving two weeks' notice. Sharp/NEC is eligible to terminate access to the Sharp/NEC SolutionsPLUS portal without notice if the Participant leaves the company at which they were employed during their registration, does not meet their obligations under these Conditions of Use or another contractual or statutory obligation and, notwithstanding a prior admonition or request to that effect, does not take any suitable corrective measures. This shall not affect the parties' right of termination without notice for cause.

After the notice of termination Sharp/NEC is eligible to suspend the Participant's access to the Sharp/NEC SolutionsPLUS portal including but not limited to deactivation of their user name and password. After notice of termination given by Sharp/NEC a new application for registration with Sharp/NEC SolutionsPLUS portal is not permitted. For the development of the relationship after a notice of termination these conditions for participation shall continue to apply.

The Sharp/NEC SolutionsPLUS portal is a voluntary service of Sharp/NEC. No claim for a new access at a later period may be derived from the access to the Sharp/NEC SolutionsPLUS portal for a certain period. Sharp/NEC reserves the right to terminate the Sharp/NEC SolutionsPLUS portal at any time after prior information through the website of Sharp/NEC SolutionsPLUS portal or replace this through another portal. Subject to a special regulation in the replacement programme both cases correspond to a notice of termination by Sharp/NEC.

4. Restriction of the services

Sharp/NEC may establish general regulations and restrictions concerning access to the Sharp/NEC SolutionsPLUS portal. Sharp/NEC reserves the right to alter, suspend or stop with effect for the future all aspects of the Sharp/NEC SolutionsPLUS portals at any time, without thereby assuming any liability; this also includes the operating times and availability of the Sharp/NEC SolutionsPLUS portal. Sharp/NEC likewise reserves the right to establish restrictions for certain services or restrict all or part of the access to the SolutionsPLUS portal and / or the associated services without prior notification and without the assumption of any liability.

5. Data protection

The personal and company-related data associated with the registration at Sharp/NEC SolutionsPLUS portal shall be collected and processed in accordance with the applicable data protection provisions and used only for purposes that serve the implementation of the Sharp/NEC SolutionsPLUS portal. If required for the completion or implementation of contracts and services by Sharp/NEC, the Participant's and/or their employees' personal data may be transferred to key performers and/or other third parties.

Further details may be seen at www.sharpnecdisplays.eu in the data protection area of our data protection declaration.

6. Confidentiality

Confidential information shall be made available to the Participant in the scope of their participation in the Sharp/NEC SolutionsPLUS portal. This information comprises particularly Sharp/NEC's technical and commercial data ("**Confidential Information**"). The Participant undertakes to keep secret and maintain confidential for an unlimited period all information received during their participation. Confidential Information is all information identified as such. Copies or other records in relation to Confidential Information may be made only if the participation requires this. The Participant may not pass on or otherwise disclose any Confidential Information, information about the Sharp/NEC SolutionsPLUS portal, or the associated services, without prior written authorisation.

7. Exclusion of warranty

Access to the Sharp/NEC SolutionsPLUS portal and the associated services, including all contents, software, functions, materials and information that is provided or made available in connection with Sharp/NEC SolutionsPLUS is considered to be provided "as seen". To the broadest extent permitted by law Sharp/NEC and its subsidiaries and other associated companies, their representatives, co-holders of trademarks and other partners (jointly "Sharp/NEC Parties") shall not make any commitments about and shall assume no warranties for the Sharp/NEC SolutionsPLUS portal or the contents, materials, information and functions that are accessible through the Sharp/NEC SolutionsPLUS portal, or for any security gaps in connection with the transfer of sensitive information through Sharp/NEC SolutionsPLUS portal. None of the Sharp/NEC Parties shall assume any warranty regarding the Sharp/NEC SolutionsPLUS portal, the conformity with the law, accessibility to markets or suitability for a particular purpose. The Sharp/NEC Parties do not warrant that the functions included in Sharp/NEC SolutionsPLUS will be free from interruptions and free from errors. The Sharp/NEC Parties are not responsible for any interruptions of the SolutionsPLUS and the associated services.

8. Restrictions of liability

Sharp/NEC has unlimited liability for damage and losses arising from the injury to life, limb and health from a negligent breach of contractual agreement or based on grossly negligent breach of a contractual agreement or based on grossly negligent or intentional conduct, for all damage and losses that arise from grossly negligent breach by Sharp/NEC of a contractual agreement or from an intentional or grossly negligent breach of duty by one of Sharp/NEC's statutory representatives or a person who fulfils a contractual obligation for Sharp/NEC, and for damage and losses under the Product Safety Act, or for a breach of the warranty.

In the event of breaches of significant contractual obligations from slight negligence (cardinal obligations), Sharp/NEC's liability shall be restricted to typically foreseeable damage and loss. In all other breaches from slight negligence Sharp/NEC is not liable.

9. Legal venue; prevailing law

These Conditions of Use are subject to the laws of the Federal Republic of Germany to the exclusion of private international law. The Parties personally submit to the exclusive jurisdiction of the competent courts in Munich / Germany. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to these Conditions of Use.

10. Amendment of the Conditions of Use

Sharp/NEC has the right to alter, modify or expand any provision of these Conditions of Use with effect for the future exclusively based on a sole criterion. If Sharp/NEC wishes to alter, modify or expand a provision of these Conditions of Use, Sharp/NEC shall notify all registered users of such an amendment, modification or expansion. The amendments shall be valid for four weeks after the date of the publication and shall be considered to be accepted by the Participant and shall apply in future for the participation in the Sharp/NEC SolutionsPLUS portal and access to SolutionsPLUS and all associated services that are used after the date of the publication. If the participant does not agree with such an amendment, they are eligible merely to raise an objection to the amendment, modification or expansion. If the Participant raises an objection to an amendment, modification or expansion, Sharp/NEC is eligible to terminate their participation in the Sharp/NEC SolutionsPLUS portal in accordance with the general termination regulations of these Conditions of Use.

11. Assignment

The Participant may not assign the contractual relationship which arises from this registration, or any associated rights or obligations by operation of law or by any other means without Sharp/NEC's prior written consent, and each attempted transmission shall be null and void. Sharp/NEC reserves the right to assign the contractual relationship which arises from this registration, unreservedly to a third party without notification or consent. Subject to the above statements these Conditions of Use are binding for the Parties and shall be valid for the benefit of the participating Parties, their legal successors and the permitted assignees.

12. Other regulations

If Sharp/NEC forbears from exercising or asserting any right or any provision from these Conditions of Use, this does not signify any general waiver of this right or this provision. Should a competent court find any clause of these Conditions of Use to be unenforceable or inadmissible, this provision shall be restricted or excluded to the extent that is required for ensuring the further full validity of the Conditions of Use between the Parties.

Signatures shall serve guidance purposes in the text only and do not define, restrict, indicate and describe in any way the extent or the scope of application of the respective clause.