

End User Terms of Use

of Transaction-Network GmbH & Co. KG · valid from 1 November 2026

English translation. Only the German version is legally binding.

Preamble

Transaction-Network GmbH & Co. KG (hereinafter: TN) operates a platform on which manufacturers of machines and components, the companies that operate these machines, and material suppliers work together. The Platform is accessible via the internet at <https://transaction-network.io/> and sub-domains such as <https://manufacturer.transaction-network.io/> as well as via mobile applications (apps). TN is the manufacturer and technical operator of the Platform. These Terms apply to companies that a Manufacturer invites to the Platform as its customers, partners or suppliers and that use it free of charge (hereinafter: End Users). TN's General Terms and Conditions (GTC) apply to Manufacturers and to Operators that manage the Machines of several Manufacturers in one Account.

Section 1 General, Contract

- (1) A contract for the use of the Platform is concluded only if the End User is an entrepreneur, a merchant, a legal person under public law or a special fund under public law.
- (2) Upon registration, a contract for the use of the Platform free of charge in accordance with these Terms is concluded between TN and the End User. The End User does not have a contract under the GTC.
- (3) If the End User books chargeable services or wishes to manage the Machines of several Manufacturers in one Account, it concludes a contract as an Operator under the GTC. The GTC then apply; the data that the End User has created as an End User is transferred to its Account as an Operator.
- (4) The End User's general terms and conditions shall not form part of the contractual relationship unless TN expressly agrees to their inclusion; this also applies where TN performs without reservation in the knowledge of such terms and conditions.
- (5) Individual agreements made with the End User in individual cases take precedence over these Terms. Collateral agreements may also be made in written form or text form (e.g. email).
- (6) Legally relevant declarations and notifications by the End User to TN after conclusion of the contract (e.g. the setting of deadlines, notifications of defects) require at least text form.

Section 2 Registration, Obligations of the End User

- (1) The Account is created exclusively on the basis of an invitation or by registration. The End User shall designate a contact person (admin) who is responsible for creating and maintaining the company Account.
- (2) When registering, the End User shall provide truthful information, shall not impersonate any other person or company and shall not use any name that it is not entitled to use. It shall create only one Account and shall not transfer it to third parties without TN's permission in text form.
- (3) The End User is solely responsible for the security of its access credentials and shall not disclose them to third parties. If they have become known to third parties, the End User shall change them without undue delay and report the loss to TN.
- (4) The End User shall not transmit any content containing viruses, Trojans or other harmful programming. In the event of a breach, the End User may be excluded from use and shall compensate TN for any damage culpably caused.
- (5) Advertising, false warnings, invitations to take part in prize draws, pyramid schemes and similar campaigns, as well as offensive, racist or similar content and political or religious information services are prohibited. The End User shall indemnify TN against third-party claims arising from a breach of these obligations, including any legal fees and court costs.
- (6) If the End User breaches these Terms, it may be excluded from use with immediate effect.

Section 3 Services

- (1) TN makes the Platform available to the End User for use via the internet. The functions available to the End User are determined by the Service Description and by what the inviting Manufacturer activates for the End User. Use is free of charge for the End User.
- (2) Proper use presupposes that the system requirements current at the relevant time, as specified by TN in the Service Description, are met.
- (3) TN provides the Platform as Software as a Service: all users work with the same version, which is always the current one. TN continuously develops the Platform and may change, replace or discontinue functions. There is no entitlement to the retention of a version or of individual functions, and no right to object to further developments.
- (4) According to the recognised state of the art, it is not possible to develop complex software products that are completely free of errors. All that is owed is that the software does not contain any program errors that impair its functionality for the contemplated use.
- (5) Contracts concerning machines, installations, spare parts, maintenance and service are concluded exclusively between the End User and the Manufacturer. TN has no influence on their conclusion or content and is not a party to them; the End User shall direct any claims arising from them solely to the Manufacturer.
- (6) TN may inform the End User about further services of the Platform on the Platform and by email and offer such services to the End User. The End User may unsubscribe from emails of this kind at any time.

Section 4 Rights of Use

- (1) Upon registration, the End User receives a non-exclusive, non-transferable and non-sublicensable right, limited to the duration of use, to load the user interface of the Platform and of the app into the main memory of the end devices used for display on screen and to make the reproductions arising in the process.
- (2) The End User may not edit, reproduce, distribute, publicly communicate or make available, or provide to third parties for use, the software or any other protected works or designs made available, unless this is expressly permitted.
- (3) The software is protected by copyright, including object code, documentation, appearance, structure, program name and logos. Copies are only permitted insofar as § 69d (1) of the German Copyright Act (UrhG) permits them; modification, decompilation and other reverse engineering are permitted only within the limits of § 69e UrhG.
- (4) Use is not limited to a specific number of employees; the End User may make the Platform accessible to an unspecified number of its permanent employees and freelancers from an unspecified number of end devices. Affiliated companies of the End User within the meaning of §§ 15 ff. of the German Stock Corporation Act (AktG) may share in the use if they are named in the Account; the End User is liable for them as for its own employees. Otherwise, use by legally independent third parties is not permitted.
- (5) If the right of use expires, the End User shall cease use without undue delay and ensure that its employees and affiliated companies also cease use.
- (6) If databases or database works are created on TN's servers as a result of permitted activities of the End User, all rights to them belong to the End User, including after the end of the contract.

Section 5 Duration, End of Use

- (1) The user relationship runs for an indefinite period.
- (2) The End User may terminate its Account at any time in text form without a notice period.
- (3) TN may terminate the user relationship for good cause, in particular if the End User breaches these Terms or uses the Platform abusively or in a manner harmful to TN.
- (4) If the relationship between the End User and the inviting Manufacturer ends, or if the Manufacturer's contract with TN ends, the End User's access to that Manufacturer's content ends; the Manufacturer may remove from the Platform the content which it has provided for its Machines (in particular documentation, spare parts

catalogues and prices). Data that the End User has created itself remains the End User's data. The End User may demand its return under Section 6 or continue working as an Operator under the GTC.

- (5) Claims relating to service and maintenance of the Machines lie exclusively against the Manufacturer.

Section 6 Termination, Return of Data

- (1) After termination of the contract, the End User shall cease using the Platform, including the app, without undue delay.
- (2) After termination of the contract, TN shall return all of the End User's data, including backup copies, in a customary format determined by TN, and shall thereafter irrevocably delete it.
- (3) Three months after termination, TN may delete the data even without consent if the End User has not requested its return; TN shall first, setting a deadline, request the End User to accept the data or to consent to its deletion.
- (4) The End User remains the sole holder of rights to its data and may at any time demand the return of individual items of data or all data, without TN having any right of retention.

Section 7 Use of Data, Neutrality, AI, Naming

- (1) The data provided by the End User remains its property throughout the entire term of the contract. The End User is responsible for entering or converting existing data sets.
- (2) The End User shall ensure that its data is correct, complete and fit for purpose; TN has no active duty to check in this respect.
- (3) Where TN is subject to retention obligations, TN stores the relevant data for the duration of those obligations and deletes it thereafter.
- (4) Transmission data from real-time communication and from asynchronous data exchange with third-party systems is stored as required for error detection for a maximum of 36 calendar months.
- (5) TN may block access if there is a justified suspicion that data provided is unlawful or infringes the rights of third parties; TN shall notify the End User without undue delay and lift the block as soon as the suspicion has been dispelled.
- (6) Data and documents that the End User creates itself are not visible to Manufacturers unless the End User releases them, for example by sharing an order with the Manufacturer.
- (7) Section 11 of the GTC applies accordingly to AI systems of the Platform: the results serve solely to support decision-making, the data remains with the End User, and trade secrets, confidential information and customer-specific operating data are not used for training purposes.
- (8) TN may name the End User's company name as a participant of the Platform to other participants and partners of the Platform, for example to suppliers who are assessing whether connecting to the Platform is worthwhile for them. The End User may object to this at any time with effect for the future in text form.
- (9) TN processes personal data that the End User provides on the Platform as the End User's processor; TN's Data Processing Agreement, which the End User accepts upon registration, applies.

Section 8 Liability

- (1) Use is free of charge for the End User. TN has unlimited liability in the event of intent and gross negligence, for injury to life, body or health, under the German Product Liability Act, to the extent of any guarantee assumed and insofar as mandatorily prescribed by law.
- (2) In all other respects, TN's liability, on whatever legal grounds, is excluded.
- (3) TN is not liable for data provided by the End User or for content of the Manufacturers (in particular documentation, spare parts catalogues and prices), unless TN adopts such content as its own.
- (4) The limitations of liability also apply to TN's employees, corporate bodies, representatives and vicarious agents.

Section 9 Amendments to these Terms

- (1) TN may amend these Terms with effect for the future. TN shall present the amended version to the End User for confirmation at the next login. Until confirmation, the End User cannot continue to use the Platform; its data is retained, and Section 6 applies.

Section 10 Miscellaneous

- (1) Contracts between TN and the End User are governed by the law of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods is excluded. The contractual language is German.
- (2) The place of jurisdiction for all disputes arising from contractual relationships between TN and the End User is Singen (Hohentwiel), insofar as the End User is a merchant within the meaning of the German Commercial Code (HGB) or has no general place of jurisdiction in Germany.
- (3) Should individual provisions be wholly or partly invalid, the validity of the remaining provisions remains unaffected. The invalid provisions shall be replaced by the statutory provisions, where such exist.
- (4) This version applies from 1 November 2026. End Users who are already registered shall confirm it at their next login (Section 9).