

Terms of use for user accounts on the BLANCO platform Status 31.10.2023

1. Area of application and provider

- 1.1. We would like to offer you special functions, offers and options on the BLANCO platform and in the BLANCO apps, such as the registration of BLANCO devices for easier control and the subsequent purchase of suitable accessories (hereinafter "Services"), as simply, conveniently and customer-specifically as possible. The use of certain Services is only possible with your own user account. In addition, a user account offers you additional convenience and additional optional functions. For instance, it makes it easier for you to shop in the online shop by saving your address, payment and device data for the ordering process and to find the right products, and it provides you with an overview of your current and previous purchases. The BLANCO Group therefore offers its customers a cross-platform user account for the seamless use of these services in order to make access to these services as convenient and simple as possible for the user, i.e. the same user name and password apply for these services. Special applications reserved for some commercial customers (e.g. Extranet, MAM database) cannot be used with this user account.
- 1.2. The user account is free and voluntary for you and is intended for both private customers (consumers) and commercial/business customers. These terms of use apply to the opening, use and termination of the user account. For certain services (e.g. BLANCO online shop or BLANCO apps), additional terms and conditions of use, contract or business apply, which are indicated at the respective location.
- 1.3. In addition, we offer BLANCO dealers a special user account, the so-called dealer account, with access to the dealer online portal (extranet), in which, for example, orders and service orders can be entered and tracked online. The dealer account also allows several employees with sub-user accounts to use the dealer account. The additional rules in section 6 apply to the dealer account.
- 1.4. The user account is administered centrally by us, BLANCO GmbH + Co KG (BLANCO GmbH + Co KG, Flehinger Straße 59, 75038 Oberderdingen/Germany, registered in the commercial register at AG Mannheim HRA 240197). We are your contractual partner and contact in relation to the user account.

2. User account rules

- 2.1. The use of the account, including registration and login, is free and may be used by any person of legal age or on behalf of a legal entity. To register a user account, you must enter a title, your full name and email address and choose a password. Your registration to log in (new registration) will become binding when you accept our terms of use by clicking on the corresponding button and when you click on the binding registration button. Until then, you can change your details or cancel the new registration (if necessary by closing your browser). When you register, you must provide true and complete information and then follow the steps to verify your identity (e.g., by clicking on a confirmation link we send to your email address).
- 2.2. The account registration and the associated user agreement between you and us for a user account will not be deemed to have been completed until you

have received a confirmation from us by email. We reserve the right to check your new registration more closely and, in particular, in the case of a new registration as a company (or other legal entity), to request further information, data and evidence (e.g. extract from the Commercial Register, information from the Commercial Register, copy of ID) with regard to your power of representation/authorization to act and your identity.

- 2.3. If any of the information provided at the time of registration or later changes (e.g. change of address), you must update this immediately in the login area, where you can also provide additional voluntary information at the time of initial registration and later, as well as changing and deleting this information at any time.
- 2.4. You must keep your access details confidential and not pass them on to anyone else. If your account has been accessed by a third party or if you have any other indication that your account is being misused, you must notify us immediately and change your password (you can change your password at any time in the login area). Please use the corresponding contact form on our website www.blanco.de or write to us at account-help@blanco.com (for user accounts) and extranet@blanco.de (for dealer accounts).
- 2.5. If we suspect that you have provided inaccurate or incomplete information during registration, that a third party has unauthorized access to your account, and/or that your account is being misused and/or abused by you or a third party, we may temporarily suspend your user account without notice until the incident has been investigated and/or security measures have been taken. We reserve the right to take further legal action, such as permanently closing a user account and banning a user from using the platform but will only do so to the extent appropriate to the situation.

3. Joint data processing

- 3.1. As this is a cross-platform user account, in order to use the respective services on the platform, a partial exchange of data must take place between us and the respective other BLANCO companies that offer these services, e.g. if you use your user account to make a purchase in the BLANCO online shop. This exchange of data may include, for example, the transfer, joint use and joint updating and expansion of the data within your user account. The exchange of data only takes place to the extent necessary within the framework of the statutory provisions, e.g. for the execution of contracts, for the exercise of legitimate interests or on the basis of your express consent.
- 3.2. With regard to data protection, we have a joint responsibility under data protection law with the other BLANCO companies that offer the respective services on the BLANCO platform and also use or store data from your user account. There is a corresponding data protection agreement. You will find further details on this and on exercising your rights in our [data protection declaration](#) for the user account.

4. User account availability and liability

- 4.1. The user account is normally available 24 hours a day. Exceptions to this are maintenance periods or unplanned technical faults. This may lead to restrictions in usability, which we will try to keep to a minimum. The user has no right to unlimited use of the user account.
- 4.2. The decision on the activation of the functions or services and the scope of the respective activation shall be made in a customer-specific manner at our sole

discretion and shall be revocable at any time with effect for the future, whereby in the case of ongoing service contracts with us and the other BLANCO companies, the functions which are technically absolutely necessary shall remain activated for you for as long as this is the case. The provisions on termination (Clause 5) shall remain unaffected.

- 4.3. We are committed to continually developing and improving our services and the user account. We therefore reserve the right to expand, restrict or otherwise modify the features offered in the user account to a reasonable extent at any time.
- 4.4. We shall only be liable for such damages which are based on an intentional or grossly negligent breach of duty. This limitation of liability does not apply to damages arising from injury to life, body or health. We shall not be liable for simple negligence unless a duty is breached which is of particular importance for achieving the purpose of the contract, i.e. the fulfilment of which makes the proper performance of the contract possible in the first place, the breach of which endangers the achievement of the purpose of the contract and/or on the fulfilment of which the other party to the contract regularly relies, whereby in the event of a negligent breach of such a duty liability shall be limited to the foreseeable damage typical for the contract. Statutory liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the aforementioned provisions.
- 4.5. The defense of possible contributory negligence on your part remains unaffected, e.g. in the case of untrue personal details or misuse of the user account.
- 4.6. In addition, we are not liable for any damages incurred by you in connection with the services you use through your account, unless we are the provider of the service in question or the damage is due to a breach of duty on our part in relation to the account. Liability in connection with the use of the services is governed solely by the contract you have separately entered into with the provider of the service in question; in addition, the statutory provisions apply.
- 4.7. The above limitations of liability in sections 4.4 to 4.6 shall also apply in favour of other companies affiliated with us within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG) as well as to the personal liability of employees or legal representatives in connection with the user account.

5. Modification and termination of the user account agreement

- 5.1. We reserve the right to amend these terms of use from time to time if this is necessary for objective reasons, in particular due to changes in the law, changes in economic conditions, technical changes or further developments, and provided that users are not unreasonably disadvantaged as a result. New users are subject to the terms of use in force at the time of their initial registration. We may send existing users an updated version of our terms of use. The updated version will become part of the contract if the user does not object within a period of 4 weeks, provided that we have informed the user of this period, the possibility of objecting and the legal consequences of failing to object when sending the updated version.
- 5.2. You may terminate the existing user agreement with us in respect of a user account at any time with immediate effect and without giving any reason. You may terminate the agreement either by deleting the user account in its entirety within the login area using the function listed there or by sending us a notice of termination to the postal or e-mail address specified in our contact details or in

the imprint of our website. We may also terminate the user agreement. Unless there is an important reason justifying extraordinary termination in accordance with the statutory provisions, we will observe a notice period of 3 months when terminating the agreement. If you remain inactive for more than 24 months, we may close your account without notice. We reserve the right to notify you by email in advance of the impending deletion of your account and to provide you with information on how to prevent the deletion.

- 5.3. Upon termination of the contractual relationship with you, we will delete the personal data from your user account to the extent and as soon as it is no longer subject to any legal storage obligation and there is no legitimate interest on our part to continue to process or store it for data protection purposes.

6. Dealer account

- 6.1. We offer BLANCO dealers a special online dealer portal (extranet) with additional services and a special dealer account. The provisions of these terms of use apply accordingly to the dealer account; however, in the event of contradictions or differences in content, the following provisions in Section 6 shall take precedence.
- 6.2. If you are not yet registered with us as a BLANCO dealer with a customer number, you must first register with us outside the extranet as a new customer. You will find the relevant contact information on the extranet home page. When you register as a new customer, we reserve the right to request further information, data and proof (e.g. excerpt from the commercial register, information from the trade register, copy of your ID card) in addition to section 2.1, in particular if this is required for legal reasons. As soon as you have been registered and approved as a new customer, we will inform you accordingly and you will receive a customer number so that you can then register your merchant account on the extranet in accordance with the instructions in sections 6.3 and 6.4.
- 6.3. You will find an online registration form on our extranet. The initial registration will be carried out by your future main user, who will also have the rights to administer your dealer account for other users (i.e. to register/deregister these users and to set their user rights in relation to the services available with us). If you are registering online for the first time, enter your customer number and postcode under 'Registration'. You must also enter the name of the main user and your contact details (address, email address and mobile phone/phone number). Your registration for extranet access will become binding when you click on the final binding registration button. Until then, you can change your details or cancel the registration (if necessary by closing your browser).
- 6.4. Upon receipt of your registration for a dealer account, we will first send you an automated confirmation of receipt. This confirmation does not constitute a binding acceptance of your registration. Upon receipt of your registration for a dealer account, we will review your registration and decide on it at our sole discretion. For this purpose, we may request a written declaration of your power of representation/authorization to act (for which we may send you a form to be completed by email) and reserve the right to request further information, data and evidence (e.g. extract from the commercial register, trade register information, copy of ID) during the verification, in particular with regard to your power of representation/authorization to act and your identity. Acceptance of your registration will be confirmed by us by sending you access data and a link to the password assignment.

6.5. As the main administrative user, you can then (or at any time later) create additional sub-accounts for your staff, each with its own name and access details. For each sub-account, the content and scope of the user rights and services to be activated can be individually defined and subsequently changed. Sub-users will then receive an invitation at the email address you have provided. If they accept the invitation, they will receive a message with their own username and a link to the password assignment. As the main user, you are responsible for the sub-users you have invited as regards their use of the services you have enabled them to use.

7. Governing Law and Jurisdiction

- 7.1. The law of the Federal Republic of Germany shall apply if you have your habitual residence in Germany. If you have your habitual residence in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected. Otherwise, the applicable law is determined by the statutory provisions.
- 7.2. If you are a merchant, a legal entity under public law or a special fund under public law, or if you have your general place of jurisdiction outside the Federal Republic of Germany, the courts having jurisdiction for our registered office shall have exclusive jurisdiction for all disputes arising out of or in connection with these terms of use, the user agreement concluded with you and the performance of the agreement or the use of the user account. Optionally, we may also bring the matter before the court at the user's registered office.
- 7.3. We are under no obligation to participate in, or offer to participate in, any consumer dispute resolution procedure.
- 7.4. If any provision of these terms of use is found to be invalid or unenforceable, in whole or in part, or becomes invalid or unenforceable as a result of a change in law or jurisdiction after the contract is entered into, the validity of the remaining provisions of these terms of use and the validity of the user agreement shall not be affected thereby.

- End of the terms of use -