

Lifting Lounge – Our Rules and Terms and Conditions of Use

1. Scope of the Terms and Conditions of Use

- 1.1 These Terms and Conditions of Use apply to all legal relationships between the operator of the Lifting Lounge, WOLFFKRAN International AG, Baarermattstrasse 6, Switzerland ("**WOLFFKRAN**") and the registered user of the Lifting-Lounge website, which can be accessed at <https://www.lifting-lounge.com> ("**website**"), arising within the scope of the use of the website and relating to the online content of the website. Sections 2.1, 10 and 11 of these Terms and Conditions of Use also apply to visitors who do not register as users but visit the website for information purposes only.
- 1.2 The current Terms and Conditions of Use can also be accessed on the website, printed out or downloaded, accessed or printed out here after conclusion of the agreement.

2. Website content

- 2.1 The website provides crane operators and persons with an interest in cranes ("**community**") with the opportunity to view industry-related photos ("**photos**") and obtain information from the crane and lifting equipment industry ("**industry**").
- 2.2 Visitors can also register as users and set up a user account. Registered website users, the Lifting Lounge members ("**users**"), can upload their own photos and visibly like and/or comment on the photos of other users.
- 2.3 When uploading the photos, WOLFFKRAN also provides users with the option to participate in the Lifting Lounge Photo Contest ("**Photo Contest**" under the terms and conditions for participation as set out in Section 8 of these Terms and Conditions of Use).
- 2.4 In the Lifting Lounge Forum ("**Forum**"), users can post questions related to the industry, responses, tips, information and links (jointly referred to as "**contents**") and like and/or comment on / respond to them readable for the whole community. Posted contents can also be liked and/or responded to and/or commented on by WOLFFKRAN employees.

3. Conclusion of agreement and user account

- 3.1 The online contents of the website described above can only be used by registering as a user on the website, unless website visits are for information purposes only as described in Section 2.1 of these Terms and conditions of Use. Only legally competent persons and persons with limited legal competence who can provide consent or authorisation for registration from their legal representatives, may register.
- 3.2 A user agreement is concluded between the user and WOLFFKRAN by completing the online registration process and therefore creating a Lifting Lounge member profile.
- 3.3 The object of the user agreement is the free-of-charge use of the website contents described in greater detail in Sections 2.2 to 2.4 of these Terms and Conditions of Use by the user and, in return, the granting of user rights in user contents to WOLFFKRAN (see Section 5 of these Terms and Conditions of Use).
- 3.4 A user account must be created in order to set up a profile. This consists of a user name and password ("**login details**"). A user account can only be created by stating a current e-mail address belonging to the user. This e-mail address also serves as a means of communication with WOLFFKRAN.
- 3.5 The user must treat the login details with care. In particular, the user shall not disclose the login details to third parties and/or provide third parties with access to the profile without using the login details. The user shall report any instances of third parties obtaining knowledge of the user's password to WOLFFKRAN immediately and reset and change the password.
- 3.6 The user shall assure that the details ("**profile details**") used for setting up their profile are accurate and complete.

4. User's responsibilities

- 4.1 The website's sole purpose is to provide crane drivers, persons interested in cranes and users with a platform for uploading their own photos and contents and meeting other users for discussing topics related to the industry.
- 4.2 The user is solely responsible for the photos and contents posted by them and any activities performed on the website with their profile. The user shall undertake to WOLFFKRAN not to upload any contents and/or photos to the website whose content, format, design or other features violate applicable laws or common decency. The user shall undertake, in particular,

to comply with applicable laws (such as, but not limited to, criminal, competition, copyright, trademark and youth protection laws) and to refrain from violating any third-party rights (naming, trademark, copyright, image, patent, utility pattern, design and data protection laws) when uploading photos and/or contents.

- 4.3 It is prohibited to upload and/or post photos and/or contents to the website that depict, refer to or contain
- 4.3.1 racism;
 - 4.3.2 glorification of violence and extremism of any kind;
 - 4.3.3 calls and incitement to commit crimes and break the law and threats to a person's health, life or property;
 - 4.3.4 incitement to hatred against parties, religions, persons or companies;
 - 4.3.5 personal insults, slander, libel and defamation to the detriment of users and third parties;
 - 4.3.6 sexual harassment of users and third parties;
 - 4.3.7 pornography or general nudity and/or
 - 4.3.8 offensive, sexist, obscene, vulgar, repulsive or disgusting images and terminology.

Section 4.3 of these Terms and Conditions of Use also applies when the respective photos and/or contents do not violate applicable laws, third-party rights and common decency.

- 4.4 It is also classed as an act detrimental to a person, and therefore prohibited, to violate the anonymity of other users or publish information of other users obtained from private messages, e-mails or chats that are not intended for the public and/or community without explicit consent from the affected user.
- 4.5 Works protected by copyright, such as texts or photos, may only be included in posts with their exact wording under applicable quotation rights without consent from the respective owner of the contents. Quotations must be highlighted by using the quotation function and stating the source. Unless the user is also the copyright holder, the user must name copyright holders and obtain the latter's consent for posting / uploading and publishing photos on the website prior to doing so.
- 4.6 The user is responsible for obtaining the required consent from persons shown in photos for distributing and publishing such photos, unless the affected photo is subject to one of the exceptions stated in Section 23 paragraph 1 of the German Law on the Protection of Copyright in Works of Art and Photographs (Kunsturhebergesetz - KUG).
- 4.7 The user shall further ensure that none of the photos and/or contents posted by them are infected with viruses or similar malware.
- 4.8 The user must not use the website for sending messages with advertising contents to other users of third parties ("**spam**") without explicit consent from the recipients of such messages.
- 4.9 The user shall refrain from engaging in any activities that may impair or endanger the operation of the website or its underlying technical infrastructure. This includes, in particular the automatic reading, blocking, overwriting, modifying and copying of data and/or other website contents.
- 4.10 User shall notify WOLFFKRAN immediately about any photos and/or contents or other activities of other users that violate Sections 3.5, 3.6 and/or this Section 4 of which they obtain knowledge, even if they only suspect a violation.

5. Rights of use

- 5.1 By posting / uploading their photo and/or contents, the user grants WOLFFKRAN a non-exclusive, free-of-charge right of use nor restricted by region, term and content in the posted photos and/or contents. WOLFFKRAN may copy, distribute, process, publish and give the public access to the photos and/or contents.
- 5.2 The user waives their right to assert the right to be named as the copyright holder.
- 5.3 In the event of WOLFFKRAN planning to use a photo posted by a user for its own marketing and/or advertising purposes, WOLFFKRAN shall offer the user compensation according to the compensation and terms and conditions commonly offered by WOLFFKRAN for such purposes. The above sentence does not apply to advertising of the actual website.
- 5.4 The user shall not copy, distribute and/or publish contents and/or photos that have been uploaded or posted to the website by WOLFFKRAN, other users or third parties. It is prohibited to copy, distribute and/or publish any type of contents and/or photos on the website without consent from WOLFFKRAN.
- 5.5 In the event that third parties become aware of a photo posted by the user via the website and contact WOLFFKRAN out of an interest to purchase, the user agrees to the disclosure

of his/her contact details to the interested third party upon completion of the online registration process.

6. Rights to the website

- 6.1 WOLFFKRAN is the legal owner of the website and the website database. WOLFFKRAN holds the sole rights to all copyright, trademark and other property rights in the database work and/or database and the photos, contents, data and other elements uploaded thereto.
- 6.2 It is prohibited to link, integrate or otherwise connect the database or individual database elements with other databases or meta databases.

7. WOLFFKRAN's rights to deletion / blocking

- 7.1 WOLFFKRAN may refuse to complete the registration process in accordance with Section 3 if a profile is to be created with obviously incorrect profile details ("**fake accounts**").
- 7.2 WOLFFKRAN may further block a user who previously created a fake account or otherwise violated any provisions of Section 3.5, 3.6 and/or 4 of these Terms and Conditions of Use and/or block or delete their profile.
- 7.3 In the event of a violation, or suspected violation, of the provisions stated in Sections 3.5, 3.6 and 4 of these Terms and Conditions of Use, WOLFFKRAN may, at any time and without prior discussion, block or delete individual contents and/or photos.
- 7.4 In the events of Sections 13.2 and 14.4 of these Terms and Conditions of Use, WOLFFKRAN may block or delete a user profile.
- 7.5 The user does not have any rights to request for the contents posted, and the photos uploaded, by them or individual website functions to be maintained.

8. Photo Contest and terms and conditions of participation

- 8.1 WOLFFKRAN provides users with the opportunity to register photos for participation in the Photo Contest at the same time as uploading them. This option is provided in the separate Photo Contest page of the website as well as when uploading photos to the website's photo database.
- 8.2 The user can click on an opt-in option whilst uploading photos to agree to participation, and registration, of their photos in the Photo Contest.
- 8.3 Users may submit up to five photos in digital form (jpg, tiff or raw format) for participation in the photo contest. Submissions by post or e-mail will not be considered for participation.
- 8.4 The submitted photos must have a minimum resolution of 300 dpi and the colour profile Adobe RGB or sRGB.
- 8.5 The submitted photos shall not be or in minimum be retouched. The photos may not be altered in their content by adding, rearranging, reversing, distorting or removing objects. WOLFFKRAN reserves the right to request the unprocessed original of a photo from the user.
- 8.6 In addition to the requirements listed in sections 8.3 to 8.5, the requirements listed in the Photo Contest page of the website must be complied with. Should this not be the case, WOLFFKRAN reserves the right to disqualify users from participating in the Photo Contest.
- 8.7 Photos uploaded and registered between 1 March and 31 July ("**submission deadline**") of a year ("**qualifying period**") are evaluated and judged for theme and quality by an internal WOLFFKRAN jury.
- 8.8 The best photos will be compiled by the jury in a shortlist and presented to the users in the Photo Contest page of the website. Subsequently, the users will be given the opportunity to vote for a winning photo for a period of time defined in the Photo Contest page. The photo that receives most of the votes will be chosen as the winning photo.
- 8.9 The communication to the winner and the processing of the winning photo will probably take place in September of a calendar year. WOLFFKRAN reserves the right to adjust the above set time periods if the course of business so requires, whereby such adjustment will be communicated in the Photo Contest page of the website.
- 8.10 The winning photo will be used for an annual WOLFFKRAN photo calendar, which will be distributed free of charge to customers.
- 8.11 In addition to the photo being used in the WOLFFKRAN calendar, the winner will receive an Amazon voucher worth Euro 250.00.
- 8.12 WOLFFKRAN notifies the winners of their win as well as the further procedure via the e-mail address stated by the user.
- 8.13 WOLFFKRAN may use the winning photos for the following purposes after notifying the winning user per e-mail and without requiring any further consent from the winning users:

8.13.1 use in the WOLFFKRAN photo calendar;

8.13.2 use on the website and

8.13.3 in other Lifting Lounge advertising brochures / materials.

Section 6.1 applies accordingly to the use of the winning photos for the above purposes.

- 8.14 WOLFFKRAN reserves the right to terminate the Photo Contest early, in whole or part thereof, even without adhering to any deadlines, or to change its course if it is impossible to assure the proper implementation of the Photo Contest due to organizational or technical (such as computer viruses, manipulation of or errors in software / hardware) or legal reasons.
- 8.15 In the event of the participating user providing false personal information or registered photos violating applicable laws or third-party rights, or Section 4 of these Terms and Conditions of Use being violated, WOLFFKRAN may exclude the participating user from the contest.

9. Data privacy

WOLFFKRAN's data privacy policy contains all information on the processing of personal data. This can be accessed at <https://lifting-lounge.com/data-privacy-policy>.

10. Warranty

- 10.1 WOLFFKRAN endeavours to provide uninterrupted website operation. This is naturally restricted to services within WOLFFKRAN's scope of control. WOLFFKRAN does not provide any warranty for technical defects, particularly for the permanent and uninterrupted availability of the website and its contents and/or photos nor for the complete and accurate reproduction of the contents and/or photos posted to the website by the user.
- 10.2 WOLFFKRAN may limit access to the website, in whole or part thereof, temporarily or permanently, due to maintenance, capacity issues and other events outside WOLFFKRAN's scope of control.

11. Liability

- 11.1 WOLFFKRAN does not assume any liability for the contents of the users and does not provide any guarantee for the up-to-dateness, completeness and accuracy of the contents and/or photos. A check of the user contents cannot be guaranteed.
- 11.2 As the operator of this website, WOLFFKRAN is responsible for its won contents, such as information, links, tips and photos provided, but is not obliged to monitor the contents and/or photos posted by users. WOLFFKRAN explicitly distances itself from contents and/or photos that violate the provisions of Section 4 of these terms and Conditions of Use and emphasises that all of the contents and/or photos posted by users are views and opinions of the respective users and that they do not reflect the views and opinions of WOLFFKRAN. WOLFFKRAN deletes or blocks contents and/or photos that violate Section 4 as soon as it obtains knowledge of them.
- 11.3 WOLFFKRAN assumes unlimited liability for acts of malicious intent and gross negligence. WOLFFKRAN also assumes unlimited liability for injuries to life, limb and health of persons.
- 11.4 Other than that, the following limit liability shall apply: In cases of slight negligence, WOLFFKRAN only assumes liability if a material contractual obligation has been violated whose proper fulfilment is crucial for the performance of the agreement and in whose compliance the use may regularly trust (material contractual obligation). Liability for slight negligence is limited to the damages that are discernible when concluding the agreement and whose occurrence must typically be expected. Any further liability for damages is excluded, except for claims under product liability law.
- 11.5 Any potential contractual relationships concluded during communications of the user with other users are exclusively concluded between the respective users. WOLFFKRAN does not act as a representative nor enter into the agreement as a contracting partner.
- 11.6 The above provisions also apply to employees and/or other vicarious agents of WOLFFKRAN.
- 11.7 In the event of the user violating their obligations in accordance with Section 3.5 and their profile being used by third parties, the user assumes liability for all activities performed whilst using their profile. The user does not assume any liability if they are not responsible for the misuse of their profile.

12. User's right of recourse

The user shall hold WOLFFKRAN and its employees and/or vicarious agents harmless of all third-party claims on the grounds of an alleged or actual violation of the law and/or violation

of third-party rights that arise from the user's activities in connection with the use of the website that fall within the user's scope of responsibility. The user shall further undertake to compensate WOLFFKRAN for all costs incurred by WOLFFKRAN due to third-party claims. The recoverable costs also include the costs of reasonable legal representation.

13. Term and termination of agreement

13.1 The agreement has an indefinite term and can be terminated by either party without notice and reason.

13.2 In the event of a termination, the user no longer has access to their profile and uploaded contents and/or photos. The same applies in the event of the profile being deleted by the user or WOLFFKRAN.

13.3 Notice of termination given by WOLFFKRAN must be placed in text form and sent to the e-mail address stored in the user's profile details.

Notice of termination given by the user must be placed in text form and sent through the mask provided on the website's "Contact" page or to the address stated in Section 1.1.

14. Amendments to the Terms and Conditions of Use

14.1 WOLFFKRAN may, at any time, amend or add to the provisions of these Terms and Conditions of Use as a whole with future effect.

14.2 The user shall be notified of amendments or addendums at least six weeks prior to them coming into effect. Announcements are made by publishing the amended Terms and Conditions of Use and their effective date on the website without the amended or supplemented individual provisions or the new version of the Terms and Conditions of Use having to be sent as a whole. WOLFFKRAN shall give a link to the new version of the Terms and Conditions of Use overall in the announcement. An announcement is also sent to the e-mail address stored by the user.

14.3 If the user fails to object to the amendment or addendum within 30 (thirty) days from the announcement of the amendment or addendum and continues to use the services, this shall be classed as agreement with the amendment or addendum. WOLFFKRAN shall include a special reminder of this fact in the announcement.

14.4 If the user objects to the amendment or addendum within the period stated, this shall be deemed equal to a termination (see Section 13) by the user with effect from the date on which the amendment or addendum becomes effective.

15. Final provisions

15.1 The legal relationship between WOLFFKRAN and the user is governed by the laws of the Federal Republic of Germany, with the exception of mandatory national consumer protection regulations.

15.2 Should individual provisions of the agreement be or become ineffective, this shall not affect the effectiveness of the remaining agreement.