

# Terms of Use - MyHiab (03/2024)

## 1. Introduction to these MyHiab Terms of Use

These Terms of Use, together with any documents they expressly incorporate by reference (collectively “**Terms**” or “**Terms of Use**”), govern your access and use of the MyHiab mobile application (“**MyHiab**”), which is made available online by Hiab (as defined in more detail below). **Please read these Terms of Use carefully. You automatically agree to these Terms of Use simply by using or logging into MyHiab. If you do not want to agree to these Terms of Use, you must not access or use MyHiab.**

References to “**Hiab**,” “**us**,” “**our**” or “**we**” means Hiab Finland Oy, and includes any affiliate of Hiab Finland Oy (“**Affiliate**”). For services you connect to via MyHiab and the content we provide to you through it (the “**Services**”), including Other Content and Services (as defined in section 5), we may use (or contract through) an Affiliate or a third party to provide such services.

Please note that we reserve the right, at our discretion, to change, modify, add or remove parts of these Terms of Use at any time by posting the amended Terms of Use on MyHiab or its login page. Unless stated otherwise, changes are effective when posted. You may be required to accept changed terms before continuing to use MyHiab or your continued use will be deemed as acceptance of the changes.

## 2. What is MyHiab

MyHiab is a mobile application offering information about Hiab equipment and Hiab services. If you want to learn more about MyHiab or the Service or have any problems using them, please take a look at our support materials and resources at the official mobile application web stores from where you download the application.

Through MyHiab and/or as a part of the Services, you may receive instructions, reminders or recommendations for action from Hiab or its Affiliates, dealers or service providers (for example reminders or recommendations for upcoming repairs and maintenance work for equipment, product or spare parts campaigns, etc.). You acknowledge and agree that such recommendations are informational only and do not represent legal, regulatory or technical advice or instruction from Hiab or its Affiliates. You decide, and are ultimately responsible for, your actions and inactions in connection with any reminders, recommendations or other information, including, without limitation, whether any recommendations received through MyHiab or Services are followed, whether and when equipment is to be repaired, whether maintenance work is to be done, and otherwise whether any reminder or recommendation received through MyHiab or Services is acted upon. You should always check and confirm the correctness of the reminders and information received through MyHiab or Services from your authorised Hiab Service Partner.

As part of MyHiab and the Service, you may register equipment and have visibility (including obtaining service schedules, etc.) for the equipment registered and linked to your MyHiab

account. You must be the owner of the equipment, employed by the owner of the equipment or have the equipment owner's clear and undisputed consent ("**Owner's Consent**") to use MyHiab and the Service in any way linked to a specific equipment or link the Service to a specific equipment or to any other Service. We may at any time investigate your compliance with the above. Any links made between a specific equipment and MyHiab and Service or between different Services can at any time be deactivated by Hiab. You are obliged to deactivate any links (or cease using MyHiab or the applicable Service) if you no longer are the owner of the equipment, employed by the owner of the equipment or no longer have the Owner's Consent. If we become aware of any change of ownership of an equipment with one or more Services linked to it, we may immediately block or deactivate these links unless you can show that you are the owner of the equipment or have the Owner's Consent to continue using the Services relation to the equipment. Unless required by applicable law, you will not have the right to access information about previous owners of the equipment previously linked to the equipment.

Please note that the functions and functionality and Services may vary depending, for example, on your country of residence or use of MyHiab, where the equipment is registered, was sold and/or is used, or your primary language.

### **3. Your right to download, access and use MyHiab**

Subject to these Terms of Use, we grant you a revocable, limited, non-exclusive, and non-transferable licence to download, install, and use:

- MyHiab mobile application software[, the data supplied with the software,] and any updates or supplements to it on devices that you own or control for personal and non-commercial use only.
- The related online or electronic documentation ("**Documentation**").
- The Services. Some Services or functionalities are free, while others require a subscription or must be purchased.

### **4. Acceptable use and restrictions**

You may use MyHiab and Service only if you are: (a) of legal age, (b) capable of forming a contract, and (c) not barred from using MyHiab or Service under applicable law.

The following rules govern the creation and use of your MyHiab account and the Services:

- You must keep your passwords and all other login information confidential;
- Unless allowed by us, you must not have more than one MyHiab account at any given time;
- You must not create an account using a false identity or information;
- You must not sublicense, rent, lease, sell, trade, gift or otherwise transfer your account to anyone without our written permission;
- You may not, under any circumstances, try to get login information of or access to an account belonging to other users and/or companies or to gain unauthorised access to other MyHiab accounts;
- You may not, other than for the purposes of fulfilling your duties, use, exploit, copy, disseminate, retain, or disclose any confidential or proprietary information or data

(including Documentation) to which you may have access to on the basis of your access and use of MyHiab or the Services.

You are responsible for maintaining the security of your MyHiab account. Do not share your account details with others, or allow others to access or use your account. You are solely responsible for any activity in your account whether or not authorised by you. You must promptly notify us if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your account, including any loss, theft, or unauthorised disclosure or use of a username, password, or account.

Furthermore, you must:

- not use MyHiab or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into MyHiab, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of MyHiab or any Service; and
- not use MyHiab or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

## **5. Other Content and Services; App store terms apply; Linked websites**

**Other Content and Services.** By using MyHiab, you may be able to access or use certain other websites, online services or solutions provided by us (or our associated companies) or by third parties (collectively, "**Other Content and Services**"). Your access to and use of such Other Content and Services shall be governed by the terms of use, terms of service, or other applicable terms and conditions and policies (including privacy policies) of such Other Content and Services (collectively, "**Third-Party Terms**"). To the extent that there is a conflict between these Terms of Use and the Third-Party Terms, the Third-Party Terms shall govern your use of such Other Content and Services.

Your access to and use of Other Content and Services may require you to acknowledge your acceptance of such Third-Party Terms of Use and/or to register, subscribe or to have or create an account with the provider of the applicable Other Content and Services (lack of which may restrict you from accessing or using certain of MyHiab's features and functionality). Any violation of the Third-Party Terms of Use will also be deemed a violation of these Terms of Use. You are responsible for creating and maintaining any such accounts, and you agree to be bound by and comply with the applicable Third-Party Terms.

**Additional terms for app store apps.** If you accessed or downloaded MyHiab via or from an app store or distribution platform (for example the Apple Store or Google Play) (each, a "**Platform**"), then you acknowledge and agree:

- Only to use MyHiab in accordance with what is permitted in any user terms provided by the Platform. Your nonexclusive, non-transferable, limited, and revocable-at-any-time licence to access and use MyHiab shall always be in accordance with the applicable Platform terms of service and other policies, as updated from time to time.

- These Terms of Use have been agreed between you and us, and not with the Platform, and likewise between us and the Platform, we alone are only liable for MyHiab. Therefore, the Platform has no liability to provide any maintenance or support services regarding MyHiab.
- The Platform is not your contractual partner regarding MyHiab or its content or these Terms of Use. These Terms of Use do not create an agreement between you and a Platform and their subsidiaries. Hiab is responsible for MyHiab and any content on MyHiab. However, a Platform is a third party beneficiary of these Terms of Use, meaning that a Platform may have the right to enforce these Terms of Use against you for your breaches of these Terms of Use.
- If you are using an iOS or Google Android version of MyHiab, Google and Apple;
  - Do not own and are not responsible for MyHiab;
  - Do not provide any warranty for MyHiab;
  - Are not responsible for maintenance or other support services for MyHiab;
  - Are not responsible for any claims, losses, liabilities, damages, costs, or expenses with respect to MyHiab, including, without limitation, any third-party claims (including intellectual property claims), product liability claims, claims that MyHiab fails to conform to any applicable legal or regulatory requirements, claims arising under consumer protection, privacy or similar legislation, or claims relating to intellectual property infringement. Hiab, and not Apple or Google, shall be responsible, to the extent required by these Terms of Use, for the investigation, defence, settlement and discharge of any third-party intellectual property infringement claim related to MyHiab or your possession and use of MyHiab.
- If MyHiab does not satisfy an applicable warranty or guarantee, you may be entitled to inform the Platform, so that the Platform may reimburse you the purchase price, if applicable. As far as legally permissible, the Platform does not assume any warranty regarding MyHiab.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**Links to independent websites.** MyHiab may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## **6. Operating system requirements**

MyHiab requires a mobile phone or a tablet with a sufficient version of iOS or Android operating system. The minimum technical requirements may vary over time and will follow the requirements and guidelines of the operating system providers.

In order for certain features and Services of MyHiab to work, MyHiab may need to use the GPS on your mobile device, for example for the purposes of finding closest service points and for estimating destination arrival times or routes. Please note that continued use of GPS

running in the background can dramatically decrease battery life of your device. Standard data rates may apply, depending on your mobile service provider and plan. Arrival times and routes are estimates only. A number of factors may impact actual arrival time or routes, including traffic and weather.

MyHiab may require utilization of wireless or cellular data access. You are solely responsible for securing the necessary data access service and are responsible for payment of any costs or expenses incurred as a result of downloading and using MyHiab, including any wireless, network, data usage, and roaming charges.

## **7. Updates and changes to MyHiab and Services**

We reserve the right to withdraw, discontinue or change MyHiab, any Services, and any functionality, feature or material (including Documentation) we provide on or through MyHiab, in our sole discretion without notice. We will not be liable if for any reason all or any part of MyHiab is unavailable at any time or for any period. From time to time, we may restrict access to (some parts of) MyHiab, or of its users.

From time to time we may automatically update MyHiab and change (some of) the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update MyHiab for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using MyHiab and the Services.

## **8. Your privacy**

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. Please read the below carefully.

In order for you to use and access, and for Hiab to provide MyHiab and the Services, Hiab needs to collect and process your personal information, which may include for example your name, employer company, phone number and email address (such as for the purposes of user account creation, user identification, contract and customer relationship administration, etc.). Please also note that when you download, install, or use MyHiab, we may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use, and the performance, of MyHiab and the Services.

When processing your or other users' personal data in MyHiab, to which Hiab has access, Hiab acts as a data controller and is therefore responsible for determining the purposes and means of processing such personal data and fulfilling its respective obligations under applicable laws. More information on how Hiab processes personal data as a data controller, including information on how long and for what purposes Hiab processes personal data, is available on <https://www.hiab.com/en/privacy-policy> or [privacy@cargotec.com](mailto:privacy@cargotec.com).

When using MyHiab, you may have access to other users' personal data entered into and visible through MyHiab (and other users may have access to your personal data). You acknowledge and agree that any access to or use of any personal data, either your or any other user's personal data, shall be made in accordance with applicable laws and only for the legitimate purpose in order to fulfil your duties as the user of MyHiab.

In case you collect and enter any personal data in or to MyHiab, you must ensure that you act in compliance with applicable data protection laws and that you (and your employer company) has, to the extent required under applicable laws and regulations, received appropriate consents from the data subjects. You represent and warrant that (i) you (and your employer company) have collected and processed any and all personal data uploaded to MyHiab lawfully; (ii) you (and your employer company) have the right to use, upload and disclose such data to MyHiab and to Hiab; and (iii) the personal data may be shared within the Hiab group of companies and its associated companies, and Hiab's authorised dealers, distributors and service workshops, and other companies providing products and/or services for Hiab's customers' benefit for the above described purposes (including registering equipment, notifying of upcoming maintenance and service appointment) as well as for those purposes defined in the Hiab Privacy Policy.

## **9. Intellectual property rights**

All intellectual property rights in MyHiab, the Documentation and the Services throughout the world belong to us, our Affiliates or our licensors. The rights in MyHiab and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, MyHiab, the Documentation or the Services other than the right to use them in accordance with these terms. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works from, or using any content or Documentation available on or through MyHiab for commercial or public purposes, without our prior written consent.

Unless allowed by law, you may not decompile, reverse engineer, attempt to derive the source code of, modify or create derivative works of the software associated with MyHiab, the Services and its content. Any breach of this restriction or other failure to comply with any term(s) of this licence may result in suspension or termination of the provision of MyHiab and the Services.

Unless otherwise indicated, marks, corporate logos, domain names and emblems are subject to our and our Affiliates' trademark rights or our licensors' and, as the case might be, third parties' trademark rights.

## **10. Disclaimer of warranties; Further Disclaimers**

**Disclaimer of Warranties.** Except as otherwise set out in these Terms and to the extent permitted by law, neither we, nor any of our Affiliates will have any liability to you or to any third party that arises out of or relates to your use of MyHiab or the provision of the Services or any dispute, controversy or claim that arises out of or relates to your actions or inactions, or the provision of MyHiab or the Services. Claims arising out of or which are related to any third party services shall exclusively be dealt with between you and the third party, and to the extent permissible under law, we shall not be liable for any loss or damage.

MyHiab and the Services and content are provided on an 'as is' basis, with no form of guarantee or warranty including that MyHiab, the Services, Documentation or content will meet your requirements or be available on an uninterrupted, secure or fault-free basis, or regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of MyHiab or any of the Services, Documentation or content. Without limiting the foregoing, we and our Affiliates expressly disclaim all warranties concerning saleability, appropriateness for a specific purpose, freedom from interference or freedom from intrusion, or warranties arising in connection with sale or usage for commercial purposes.

Nothing in these Terms of Use excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded, restricted or modified.

**Further Disclaimers.** Any information and instructions (such as instructional or training videos) provided through MyHiab or the Services is not intended as a replacement for, nor should be used to replace specific professional training. Any information and instructions are solely for informational purposes and does not in any way constitute any qualification, certification or accreditation of any kind. Hiab is not responsible for any injury or loss that you may suffer, or that you may cause to any third party, as a result of following instructions or training provided through or as part of MyHiab or the Services.

## **11. Limitation of liability**

Except as otherwise set out in these Terms of Use and to the extent permitted by law neither we nor our Affiliates will be liable for any:

- Incidental, special, exemplary, statutory, punitive or consequential damages, including lost profits, loss of data or goodwill, Service interruption, computer damage or system failure or the cost of substitute Services arising out of or in connection with these Terms of Use or from the use of or inability to use MyHiab or the Services or content, whether based on warranty, contract, tort (including negligence), product liability or any other legal basis, and whether or not we or our Affiliates or such other party has been informed of the possibility of such damage or was negligent, and even if a limited remedy set forth herein is found to have failed of its essential purpose.
- Loss exceeding the amount of one-thousand Euros.

The limitations of liability shall not apply to liability caused by or arising from wilful misconduct or gross negligence; or death or personal injury caused by negligence. In addition, some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described herein. In such a case, (some of) these limitations/exclusions may not apply if you reside in one of those states or countries, but otherwise they are in effect to the maximum extent allowed by applicable laws.

## **12. Term and termination**

These Terms of Use will continue to apply until terminated or if you stop using MyHiab.

You may at any time discontinue the use MyHiab or of any or all Services, in which case these Terms of Use (including any Specific Terms or Third-Party Terms) will no longer be applicable, and you will no longer have any obligations in accordance with these Terms of Use or Third-Party Terms.

Should you discontinue the use of a specific Service, these Terms of Use and Third-Party Terms continue to apply for each of the Services you continue to use.

We reserve the right to, permanently or temporarily, discontinue the provision of MyHiab or (part of) the Services and terminate or suspend these Terms of Use in the event of (a) your actual or reasonably suspected breach of these Terms of Use and/or any Third-Party Terms, (b) our decision to cease offering MyHiab or the Services in their current format, worldwide or in a particular geographical area, or (c) any similar business reason which we in our sole discretion deem to be a reasonable cause to discontinue the provision of MyHiab or the Services.

Termination will not affect any provisions of these Terms of Use or Third-Party Terms which by their nature are intended to continue to apply following termination including without limitation the terms relating to: (a) Disclaimer of warranties, (b) Limitation of liability, (c) Assignment, and (d) Applicable law and venue.

### **13. Applicable Law and Venue**

Unless otherwise required by law, these Terms of Use and any use of the Services shall be construed in accordance with and be governed by the laws of Finland, excluding the United Nations Convention on Contracts for the International Sale of Goods, without regard to its conflict of law principles. The exclusive venue, for all claims arising from these Terms of Use, shall, unless otherwise required by law, be the courts in Helsinki, Finland.

### **14. Miscellaneous**

**Assignment.** You are not allowed to assign your rights or obligations under these Terms of Use to any third party without our written consent. We may assign or transfer our rights and obligations under these Terms of Use to any Affiliate, or to a third party for the provision of any Services.

**Enforceability and Severability.** These Terms of Use will be enforced to the fullest extent permitted under applicable laws. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms of Use will remain in full force and effect.

**No waivers.** Even if we delay in enforcing any provisions of these Terms of Use, we can still enforce it later. If we do not promptly enforce your obligations under these Terms of Use, or if we delay in taking action against breaches of these Terms of Use, it does not relieve you of the requirement to fulfil those obligations, nor does it prevent us from taking steps against you at a later date.



**Sanctions and Export Regulations.** You represent and warrant that you will not sell, provide, transfer, sublicense, or export MyHiab, the Services or Documentation in full or part (including but not limited to any software) to any “Listed Person” which shall mean any person, company, entity or organisation, designated on any sanctions list issued by, or otherwise blocked or subject to economic sanctions imposed by, the European Union (“**EU**”), the United States (“**US.**”) or the United Nations (“**UN**”), or any other relevant government authority, as the case may be, or any person owned or controlled by, or acting for or on behalf of, such Listed Person. You further represent and warrant that you are not acting for or on behalf of, and will not otherwise sell, provide, transfer or sublicense MyHiab, the Services or Documentation in full or part (including but not limited to any software) to, any person located or organised in Cuba, Iran, North Korea, Syria, Russia or the Crimea region of Ukraine. By using MyHiab, you also represent and warrant that you are not located in any such country or on any such list.