



Terms and Conditions of Use

ZEISS ID - User Management

Declaration of rights and obligations

These terms and conditions of use govern the relationship with users and other parties who interact with Carl Zeiss AG ("ZEISS") and its associated companies as well as with ZEISS products and services that ZEISS refers to as the "ZEISS Services" or the "ZEISS app." By using the ZEISS Services, or accessing them, you accept this declaration in its current version.

ZEISS, its associated companies and partners commissioned by ZEISS offer a wide range of ZEISS Services. ZEISS and its associated companies are entitled to request that you check and accept additional conditions that apply to your use or interaction with a particular app or service. Insofar as such additional conditions contradict this declaration, the additional conditions shall apply to the app or service with regard to your use of a corresponding app within the scope of the contradiction.

1. Privacy

Your privacy is very important to ZEISS. In the data guidelines, ZEISS provides important information on how ZEISS may collect and use content and information about you. ZEISS asks that you read and use the data guidelines as a basis for making decisions.

2. Registration and account security

By registering for ZEISS ID, you will be able to access a personal profile and make any changes to your personal details. ZEISS ID offers you an overview of all the applications and services you are signed up to at ZEISS.

All users must provide their real names and other personal details. The following obligations apply to registering for an account and ensuring its security:

- a. It is forbidden to provide any false information to ZEISS or ZEISS Services, or to create a profile on someone else's behalf.
- b. You must ensure that your contact details are always correct and up to date.
- c. You may only create one account for yourself.
- d. If ZEISS locks your account, you may not create another one without the company's permission.
- e. You are not allowed to create or use an account if you are under the age of 16.
- f. You may not disclose your password to anyone else, not allow them to access your account or do anything else that may jeopardize the security of your account.
- g. You may not transfer your account (including any pages or apps you manage) to anyone else without first receiving their permission to do so in writing.
- h. When it comes to selecting a user name or similar marker for your account or page, we reserve the right to remove or forbid it if we deem this necessary (e.g. if a brand owner files a complaint about a user name that is not closely linked to the user's actual name).

3. Security

ZEISS shall make every effort to ensure the security of ZEISS Services, but ZEISS cannot guarantee this. We need your help to do so. The following obligations apply to you:

- a. It is not permitted to post any non-authorized commercial communication (e.g. spam) on ZEISS Services.
- b. It is not permitted to use automated mechanisms (such as bots, robots, spiders or scrapers) to collect information on users or access ZEISS Services in another way if ZEISS has not granted you permission to do so in advance.



- c. You must not upload any viruses or malicious codes.
- d. It is not permitted to gain another user's access information, or access another user's account.
- e. It is forbidden to bully, intimidate or harass other users.
- f. You agree not to post any content that includes hate speech, is threatening or pornographic, contains violence or nudity, or graphic or other types of violence.
- g. You agree not to use ZEISS Services to perform any illegal, misleading, malicious or discriminatory actions.
- h. You agree not to perform any actions that may block, overload or compromise the smooth running or image of ZEISS Services, such as denial-of-service attacks, or that may harm a side offer or other functionality of ZEISS Services.
- i. You agree neither to support nor promote any violations of this declaration or our guidelines.

4. Protecting the rights of others

ZEISS respects the rights of others and also expects the same of them:

- a. You shall not post any content on ZEISS Services or perform actions with ZEISS Services that violate the rights of another person or break the law in any other way.
- b. ZEISS is entitled to remove any content and information that you post on ZEISS Services if we believe it to be in violation of this declaration or our guidelines.
- c. If you repeatedly violate the intellectual property rights of others, ZEISS may freeze your account.
- d. You shall not use our copyright or brand, or any other similar, easy-to-confuse symbol, unless this is expressly authorized by ZEISS in writing in advance.
- e. If you collect information from users, you must first get their permission to do so, make it clear that it is you who is collecting the information and not ZEISS, and provide a data protection directive in which you explain what information you are collecting and what you intend to use it for.

5. Changes

- a. Should the ZEISS ID terms and conditions of use change, you will be requested to re-accept the terms and conditions of use and the data protection declaration the next time you log in to ZEISS ID or a service used by ZEISS ID as user management. You are not entitled to use the services without accepting the terms and conditions once more.
- b. If ZEISS makes changes to the guidelines or other conditions contained in this declaration, ZEISS shall be entitled to communicate this on a separate webpage.

6. Termination

If you violate any of the terms and conditions, or their spirit, or create possible legal risks for ZEISS in any other way, ZEISS shall be entitled to stop you using ZEISS Services, either in whole or in part. ZEISS shall notify you of this either via email or the next time you try to access your account. You are entitled to delete your account at any time. In all of these cases, these terms and conditions of use and the associated agreement shall cease to apply.

7. Disputes in the USA

- a. In the event of disputes in the USA, any claim, cause of action or dispute (claim) you file against ZEISS that results from this declaration or is connected with ZEISS Services, must be cleared up or remedied in court and only before the US District Court responsible for the northern district of California, or before a state court in San Francisco, and you consent to the decision of these courts in the event of a trial regarding all such claims related to personal data. This declaration and all claims that may arise between you and ZEISS are subject to the laws of the state of California, and exclude the provisions of international private law.



- b. If anyone files a claim against ZEISS regarding your actions, content or information as a result of ZEISS Services, you shall have to indemnify or immediately release ZEISS for all damages, losses and expenses (including corresponding attorney and other legal fees) in connection with such a claim. This shall apply even if ZEISS sets rules for user behavior, or if ZEISS does not control or steer the actions of users on ZEISS Services and is not responsible for the content and information that users publish or share on ZEISS Services. ZEISS shall not be responsible for offensive, inappropriate, obscene, unlawful or other objectionable content or information that may be published on ZEISS Services. ZEISS shall not be responsible for the behavior of ZEISS users, neither online nor offline.
- c. ZEISS SHALL ENDEAVOR TO MAINTAIN ZEISS IN OPERATION, IN A FAULT-FREE AND SECURE WAY, BUT ZEISS SERVICES ARE USED AT ONE'S OWN RISK. ZEISS PROVIDES ZEISS SERVICES AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. THESE INCLUDE IMPLIED WARRANTIES FOR MERCHANTABILITY, SUITABILITY FOR A CERTAIN PURPOSE AND THE NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ZEISS CANNOT GUARANTEE THAT ZEISS SERVICES WILL ALWAYS BE SECURE AND FAULT-FREE, OR THAT ZEISS SERVICES WILL ALWAYS FUNCTION WITHOUT INTERRUPTION, DELAY OR DEFICIENCY. ZEISS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION OR DETAILS OF THIRD PARTIES, WHO RELEASE ZEISS, ITS ASSOCIATED COMPANIES, ITS DIRECTORS, SENIOR EXECUTIVES, EMPLOYEES AND REPRESENTATIVES OF ANY LIABILITY WITH REGARD TO CLAIMS FOR COMPENSATION AND DAMAGES OF ALL KINDS, WHETHER KNOWN OR UNKNOWN, THAT RESULT FROM A CLAIM ON THEIR PART VIS-A-VIS A THIRD PARTY, OR ARE CONNECTED TO THESE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." ZEISS SHALL ACCEPT NO LIABILITY FOR ANY LOSS OF PROFIT OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR SIDE DAMAGE THAT RESULTS FROM THIS DECLARATION OR ZEISS SERVICES OR IN CONNECTION WITH THEM, EVEN IF ZEISS WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR OVERALL LIABILITY, WHICH RESULTS FROM THIS DECLARATION OR FROM ZEISS SERVICES, IS LIMITED TO ONE HUNDRED US DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID TO ZEISS IN THE PAST TWELVE MONTHS, WHICHEVER IS GREATER. THE APPLICABLE LAWS MAY NOT PERMIT THE LIMITATION OR EXEMPTION OF LIABILITY FOR SIDE DAMAGE OR CONSEQUENTIAL DAMAGE, SO THE AFOREMENTIONED LIMITATION OR EXEMPTION MAY NOT APPLY TO THEM. IN SUCH CASES, THE LIABILITY OF ZEISS AND ITS ASSOCIATED COMPANIES IS LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.

8. **Special provisions for users in Germany**

The following applies to users domiciled in Germany:

- a. ZEISS shall only make changes as per Article 5 if the regulations there are no longer suitable or if it turns out that they are incomplete, and if these changes are reasonable for you under consideration of your interests.

By derogation from Article 5, changes shall take effect 30 days after the date on which ZEISS provided information about the planned changes. If you do not accept the changes, you will have to delete your account. If you fail to do so, it will be assumed that you accept the changes. ZEISS shall announce the changes and explicitly mention the 30-day notice period and its significance in the relevant email.



- b. Article 7. a shall be replaced by: These terms and conditions of use are subject to German law.
- c. Article 7. c shall be replaced by: ZEISS shall only be liable as follows: as per the law, ZEISS shall be liable, without limitations, (i) for damage arising from injury to life, limb and health; (ii) in the case of intent; (iii) in the case of gross negligence; and (iv) as per the German Product Liability Act. Without limiting the foregoing, ZEISS shall only be liable for ordinary negligence in the event of a violation of a “fundamental” obligation from this agreement. “Fundamental” obligations in this sense are obligations needed to fulfill the contract, whose violation would call into question the achievement of the contractual aim, and upon whose compliance you generally rely. In these cases, liability is limited to typical and foreseeable damage; in other cases, there is no liability for ordinary negligence.

9. Outside the USA and Germany

ZEISS endeavors to create globally uniform standards for all users. Nevertheless, ZEISS also aims to take local laws into account. The following provisions apply to users and non-users who interact with ZEISS Services outside the USA or Germany:

- a. You agree to your personal details being forwarded to the USA, where they are subjected to further processing.
- b. You shall not use ZEISS Services for commercial aims (such as advertising or payments) or to run a platform app or website if you live in a country on which an embargo has been placed by the USA, Germany, or the EU, or if you appear on the Specially Designated Nationals list (SDN sanctions list) held by the US Finance Ministry. You shall not use ZEISS Services if you are not permitted to receive products, services or software that originated in the USA or the EU.

10. Miscellaneous

- a. Should any part of these terms and conditions of use become unenforceable, this shall have no bearing on the remaining provisions that apply in full.
- b. Should ZEISS fail to enforce any provision contained in this declaration, this shall not constitute a waiver of rights.
- c. Any changes to these terms and conditions of use, or a waiver, must be communicated in writing and be signed by us.
- d. You are not entitled to transfer your rights or obligations to third parties within the context of this declaration without authorization from ZEISS.
- e. All rights and obligations that ZEISS has under these terms and conditions of use are freely negotiable by us in connection with a merger, an acquisition, the sale of assets, by operation of law or otherwise.
- f. No part of this declaration may prevent ZEISS from compliance with the law.
- g. This declaration shall not entitle a third party to any beneficial rights.
- h. ZEISS reserves all rights that have not been expressly granted to you.
- i. You are obliged to comply with all applicable laws when you use or access ZEISS Services.

Company information

The webpages at www.zeiss.com and the services available on this website are offered by:

Carl Zeiss AG

Headquarters: Oberkochen, Germany

Chairman of the Supervisory Board: Dr. Dieter Kurz

Executive Board: Dr. Karl Lamprecht (President & CEO)

Dr. Matthias Metz, Dr. Christian Müller, Andreas Pecher, Dr. Jochen Peter, Dr. Markus Weber
Ulm District Court, HRB 501 555, Sales tax ID: DE 811 119 940