

Terms of Use - Hiab HiWatch (08/2021)

Introduction to these HiWatch Terms of Use

These Terms of Use ("**Terms of Use**") govern your access and use of the Hiab HiWatch application (as defined in more detail below). Please read them carefully.

References to "**Hiab**," "**us**", "**our**" or "**we**" means Hiab AB and any company belonging to the same group of companies with Hiab AB.

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 the HiWatch website. Unless stated otherwise, changes are effective when posted.

What is HiWatch?

HiWatch is a web based service tool for Hiab equipment (the "**Equipment**"), which can be used by Hiab's and its authorized service partners', customers and dealers' personnel ("**HiWatch**"). HiWatch allows the users to access, view and download (for example) operational, performance and technical information and data about the Equipment by creating board views with customized filtering.

Your HiWatch account

Right to use HiWatch

Your HiWatch account and your use of HiWatch is based on (i) our relationship with you as our employee, or (ii) our relationship with your employer company, which company in turn is our partner (such as our OEM-partner, distributor, dealer, body-builder, service partner, or such) or customer.

HiWatch has different user right levels with different features, functionality, usage options, etc. and the level of the user right level determines what you can and are allowed to use HiWatch for. Hiab defines, determines and grants the user right levels in its sole discretion.

You can use and access HiWatch only and to the extent your duties in your work require and only as long as your employment relationship is in force with us or our authorized partner.

YOU ACKNOWLEDGE AND UNDERTAKE TO INFORM US IN CASE YOU NO LONGER REQUIRE HIWATCH AS PART OF YOUR DUTIES OR IN CASE YOUR EMPLOYMENT RELATIONSHIP TERMINATES. IN NO EVENT ARE YOU ALLOWED TO USE HIWATCH IN CASE YOU ARE OR NO LONGER ARE AUTHORIZED TO DO SO.

Account creation

In order to access and use HiWatch you need to have a Hiab administered user account. In connection therewith, you (and/or your employer company) may need to provide us with certain limited personal information, which may include for example your name, employer company, phone number and email address. You undertake to provide us with complete, correct and up-to-date information as required by us to create and manage your account, and to inform us in case of any changes to the information provided. Please see further information on how Hiab handles and uses your and other users' personal data at the end of these Terms of Use.

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

1. You must access and use your HiWatch account only for the purposes for which your access was granted for, only as part of duties in your work and only in accordance with these Terms of Use;
2. You are allowed to use HiWatch only as long as your employment relationship is in force with us or our authorized partner;
3. You must keep your passwords and all other login information confidential;
4. Unless allowed by us, you must not have more than one HiWatch account at any given time;
5. You must not create an account using a false identity or information;
6. You must not sublicense, rent, lease, sell, trade, gift or otherwise transfer your account to anyone without our written permission;
7. 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 unauthorized access to other HiWatch accounts;
8. You may not, other than for the purposes of fulfilling your duties, use, exploit, copy, disseminate or disclose any confidential or proprietary information or data to which you may have access to on the basis of your access and use of HiWatch.

You are responsible for maintaining the security of your 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 authorized by you. You must promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.

Hiab reserves the right to prevent your access to HiWatch or to suspend or terminate your HiWatch account without prior notice if Hiab suspects that you are misusing HiWatch in a manner that constitutes a breach of these Terms of Use, or applicable laws or regulations. Your account will be terminated once you are no longer allowed to use HiWatch.

Restrictions for the use of HiWatch

You may not, under any circumstances:

- Use HiWatch in connection with any violation of any applicable law or regulation, or do anything that promotes the violations of any applicable law or regulation.
- Use HiWatch to bypass, remove, deactivate, circumvent, configure, modify or render ineffective any operational or usage limitations, safety features or systems of the Equipment or otherwise do anything to compromise the safe operation and use of the Equipment. Any and all of the above actions are strictly forbidden unless specifically allowed by the manufacturer or by the manufacturer's operator manual or such other operating or maintenance instructions.
- Bypass any measures that Hiab employs to restrict and/or secure access to HiWatch.

Use of Personal Data

In order for Hiab to provide the tool for HiWatch, we shall collect and use your personal data as described in further detail below.

When interfacing with the Equipment we download and store Equipment data together with who is interfacing with the Equipment through HiWatch. All user actions in HiWatch are also recorded. This allows us to trace and investigate accidents and to prevent dangerous and faulty configured equipment. Data related to the operator of the equipment is not collected by HiWatch.

When using HiWatch, you may have access to other users' personal data entered into and visible through HiWatch. You acknowledge and agree that your access or use of any 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 HiWatch.

When processing your or other users' personal data in HiWatch, 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/pages/privacy-policy> or privacy@cargotec.com.

Miscellaneous

HiWatch and all rights in and pertaining thereto shall remain the property of Hiab or the respective rights holder. All rights are therefore reserved.

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.

PLEASE NOTE THAT YOU ARE PERSONALLY RESPONSIBLE TO COMPLY WITH THESE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIAB DISCLAIMS ANY LIABILITY ARISING FROM YOUR UNAUTHORIZED USE OF YOUR HIWATCH ACCOUNT IN BREACH OF THESE TERMS OF USE.