

Electrolux MEDIA LIBRARY - TERMS AND CONDITIONS

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS PRIOR TO REGISTERING OR USING Electrolux MEDIA LIBRARY ("EML"). THE USE OF THE EML IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. BY REGISTERING OR USING THE EML YOU ARE HEREBY ACCEPTING ON YOUR OWN BEHALF AND/OR ON BEHALF OF YOUR COMPANY OR ORGANIZATION TO ENTER INTO THIS AGREEMENT WITH AB ELECTROLUX ("Electrolux"). THESE TERMS ALSO APPLY TO ANY UPDATES AND SUPPLEMENTS TO THE EML.

BY USING THE EML, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE EML.

1. DEFINITIONS

"Agreement" means this Agreement.

"EML" means Electrolux Media Library.

"User" means the person(s) or entity using the EML or otherwise exercising the rights under this agreement. If You are entering into this Agreement on behalf of Your company or organization "You" or "Your" refers to your company or organization as well.

2. SCOPE OF Electrolux MEDIA LIBRARY

2.1 Electrolux offers users within the Electrolux Group as well as selected vendors and suppliers contracted by Electrolux Group (hereinafter "User") images, product information and other official Electrolux marketing material as downloads (hereinafter "Assets") according to the conditions set out in these Terms and Conditions and in accordance to the User's contractual relation with Electrolux or any members of the Electrolux Group.

2.2 These Terms and Conditions apply exclusively between Electrolux and the User for the use of the EML and the Assets available therein. By registering on the EML platform, the User acknowledges that it has read and accepted these Terms and Conditions.

2.3 Electrolux is authorized to amend these Terms and Conditions at any time with a reasonable period of notice. Electrolux advises the User to consult and check the Terms and Conditions on the EML at regular intervals.

3. REGISTRATION PROCEDURE / TECHNICAL SYSTEM REQUIREMENTS

3.1 After clicking the button "New Register" in the EML, the User enters a page where it is required to complete its information, in particular stating the company's name and address, its name and title, and a valid contact e-mail address. User shall be required to indicate the Electrolux' e-mail address of their main business contact person within the Electrolux Group. If the User is not an Electrolux Group employee, the contact details will be processed by Electrolux as per the Section 11 below. For the avoidance of doubt if the User is an Electrolux Group employee, the employee shall comply with the provisions of the employee data privacy statement applicable in the country of its employment (For EU, can be found in <https://electrolux.sharepoint.com/sites/privacypatelectrolux>). Electrolux may send all e-mail correspondence in connection with the use of the EML between the User and Electrolux to the indicated e-mail address. After completing the information, the User recognizes the Terms and Conditions to complete the registration.

- 3.2 After a review by Electrolux, the User will receive a notification from Electrolux by e-mail and within a reasonable period of time, informing it of whether it has been authorized to use the EML. In the event that authorization is granted by Electrolux, the User receives further information about the scope of its authorized access compiled by Electrolux on a case by case basis and a password and technical information (link) allowing User to participate in this system in accordance with the scope of authorized access.
- 3.3 The scope of authorized access may comprise of combinations of different levels of user levels and access levels. The particular scope of authorized access of a User is under Electrolux' sole discretion.
- 3.4 The User has no legal claim to use or have access to the EML, and Electrolux may refuse such use and/or access to the EML. Electrolux may also withdraw access authorization or change the scope of the access authorization at any time. Electrolux may at any time choose to replace the User's password with a new password.

4. Electrolux' RIGHTS AND OBLIGATIONS

- 4.1 Electrolux provides the User with selected Assets available in the EML and grants the User a limited right to use such Assets within the scope specified in Item 6 below and as specified for each specific Asset in the EML.

5. USER'S RIGHTS AND OBLIGATIONS

- 5.1 The User undertakes to maintain a valid e-mail address and to inform Electrolux of any changes by contacting the administrator via "Support" button.
- 5.2 The User shall ensure that its login code and password are not supplied to third parties. The User agrees to accept responsibility for all activities that occur under its account. The content and Assets published by Electrolux on the EML and sub-sites of the EML are subject to copyright and the license as set out in Item 6 and may only be used by User according to Item 6. Without prejudice to Item 6, access to and use of the EML does not grant the User any right or claim.
- 5.3 The User shall not sell Assets or in any other way provide and/or grant sub-licenses on the Assets to any third party without Electrolux' prior written permission.

6. COPYRIGHT

- 6.1 With respect to the Assets accessible by User, the User acknowledges that such Assets are protected under copyrights law or other third-party rights and such rights are either owned by Electrolux Group or licensed/granted by third party licensors. In case the User is not an employee of Electrolux Group, any use of the Assets outside of the EML shall be regulated by the agreement in place between the relevant Electrolux Group entity which has granted the access to EML and the User. The use of the Asset shall be strictly limited to such applicable agreement and these Terms. Regardless of the applicable license, and provided there is no more limited restriction(s) described on the respective Asset description on EML, in which case the more restrictive limitation(s) would apply, the User acknowledges that the use of the Assets is non-exclusive, non-transferable, limited to a term of 12 months from the time of download and limited to User's advertising activities on the platform(s) described on the Asset description to solely promote products sold or manufactured by Electrolux Group and for the country where the User's is located. The Assets may only be used for the purpose, term, region and advertising activities described above. Any other use is not permitted.
- 6.2 The User shall at all times use the following copyright notice when publishing or in any other way making the Assets available to the public: "Under license from Electrolux".

6.3 This authorization is not a transfer of title to the Asset or copies of the Asset and is subject to the following restrictions: 1) User must retain, on all copies of the Asset downloaded, all copyright and other proprietary notices contained in the Asset; 2) User may not modify the Asset in any way or reproduce or publicly display, perform, or distribute or otherwise use or communicate it for any public or commercial purpose except as otherwise authorized in writing by Electrolux; and 3) User must not transfer the Asset to any other person unless Electrolux give its written approval. User agree to abide by all additional restrictions displayed on the EML as may be updated from time to time. User agree to comply with all copyright laws worldwide in the use of EML and to prevent any unauthorized copying of the Asset. Except as expressly provided herein, Electrolux does not grant any express or implied right to you under any patents, designs, trademarks, copyrights or trade secret legislation.

7. REMUNERATION

7.1 Use in the EML and the license to use Assets in accordance with Item 6 are free of charge.

8. TERM AND TERMINATION OF THE AGREEMENT

8.1 The Agreement and the license to use the EML commences when the User registers and accepts the Terms and Conditions. The rights granted under this Agreement is concluded for an unlimited term, but in any event no longer than the underlying business relation between Electrolux and the User, and can be terminated by Electrolux without prior written notice at any time.

8.2 Termination of this Agreement automatically terminates any right of the User to use the EML or any Asset previously downloaded or otherwise used thereof.

9. LIMITATION OF LIABILITY

9.1 The possible liability on the part of Electrolux vis-à-vis the User on any ground whatsoever is expressly restricted to what is stipulated in this item.

9.2 With regard to the EML, Electrolux is only liable for willful misconduct.

9.3 Electrolux is solely liable for direct damages. Electrolux is never liable for indirect damages, including but not limited to unforeseeable damages, consequential damages, loss of savings and damages to third parties. Electrolux also does not assume any liability for damages that result from defective input and information by User.

9.4 In particular, Electrolux can under no condition whatsoever be held liable for the temporary (whole or partial) unavailability of either the EML's server or the EML website as a result of technical disruptions or any other cause whatsoever.

10. EXCLUSION OF WARRANTY

10.1 Electrolux does not assume any warranty that the EML is available for Users at all times, nor that the information, Assets and services offered by Electrolux are permanently available, correct or complete. THE ASSET MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS AND OTHER DEFECTS. Electrolux DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE ASSET. ALL ASSET IS PROVIDED "AS IS" AND "AS AVAILABLE". Electrolux AND ITS BENEFICIARIES EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS EML OR THE ASSET.

11. DATA PROTECTION

11.1 Electrolux will perform its obligations under these General Terms and Conditions in compliance with the provisions of the applicable privacy law as may be amended from time to time. Electrolux herewith informs the User that all of the data that the User provide voluntarily to Electrolux when registering and during the cooperation or that Electrolux obtains during use of the EML and based on this agreement is only collected, processed and used to the extent to which use is required to form, implement, organizationally fulfill or process the contractual relationship. Users agree to that their personal and company-related information being stored on a server by Electrolux as per applicable law. Electrolux upholds the requirements under applicable privacy law for the Users' personal and company-related data. The data is treated strictly confidential. Users are herewith expressly informed of their right of terminate this agreement at any time. Such revocation may affect the ability to access the EML.

11.2 Electrolux will take appropriate technical and organizational measures in line with applicable data protection laws, including requiring our service providers, business partners or professional advisors to use appropriate measures to protect User's personal data.

11.3 To the extent that the data obtained by Electrolux is used to optimize the EML and to ascertain how the EML is perceived or how frequently certain offers in the EML are used, this data is processed anonymously or using a pseudonym.

11.4 As a global company, we may store Your personal data in the European Union (EU) or in the European Economic Area (EEA) or other locations where we or our service providers and suppliers are located or have servers. Furthermore, according to Section 11.6, there is the possibility of data transmission outside the EU.

11.5 We may transfer your information between Electrolux group companies or transfer information to our international third party service providers and suppliers acting on our behalf, for the purposes described in this Agreement.

11.6 Specific information to citizens of the EU/EEA with regard to international transfers:

11.6.1 Your information may be transferred to a country outside of the EU/EEA which may not provide the equivalent level of data protection as the EU/EEA. We provide appropriate safeguards and protections for such cross-border transfers as required by law, including the use of Standard Contractual Clauses approved by the European Commission, Code of Conducts and/or Binding Corporate Rules. You may request a copy of these documents by contacting us at the address below.

11.7 There will be no further use of personal data without the User's express consent.

12. DEACTIVATION OF ACCOUNT

12.1 User have the right to deactivate their account in the EML at anytime.

13. CONFIDENTIALITY

- 13.1 During the term of the Agreement and after the end of the agreement, User hereby undertakes to maintain secret and not disclose any technical, financial or commercial information relating to Electrolux of which the User has become aware of when using the EML.
- 13.2 User's confidentiality undertakings shall not apply to any such data or information which is or becomes published or otherwise generally available to the public without fault of the User or is otherwise lawfully acquired by User.

14. MISCELLANEOUS

- 14.1 Electrolux is authorized to transfer parts of or all of the rights and obligations of the Terms and Conditions to other companies affiliated with the Electrolux Group.
- 14.2 Unless expressly stated otherwise in the Terms and Conditions, the User is not entitled to assign or transfer the rights and obligations arising from the Terms and Conditions, either wholly or partially, directly or indirectly, without the prior written consent of Electrolux.
- 14.3 No incidental agreements have been reached; any additions or changes to the Terms and Conditions must be made in writing. This also applies to any changes to the requirement for the written form.
- 14.4 This Agreement shall be governed by and construed in accordance with the laws of Sweden.
- 1.1. Should any part of an individual provision of the Terms and Conditions prove to be unenforceable or in conflict with a provision of a mandatory law, this shall not influence the validity and enforceability of the other provisions of the Terms and Conditions. The unenforceable or conflicting provision shall be automatically deemed to have been replaced by an enforceable and legally valid provision that corresponds as closely as possible to the purpose and the tenor of the original provision.