

## MM digital Terms and Condition

Thank you for using MM digital.

## 1. General

- 1.1. These MM digital general terms and conditions ("TC") are an integral component of all agreements concluded between a member of the MM Group (a list of the relevant companies that are members of the MM Group at any given time is available at <u>www.mm.group/en/legal-entities/</u>) and customers/ users (hereinafter: "you") in the context of MM digital.
- 1.2. These TC also apply on the use of MM digital, a service as described in item 2 and provided by MM BOARD & PAPER GmbH, Brahmsplatz 6, 1040 Wien, Austria, Register No.: FN 84596g, Trade register: Vienna, e-mail: <u>vienna@mm.group</u>
- 1.3. When you use respectively when you register to MM digital you are asked to confirm that you have read and that you agree to these TC and to the <u>Privacy Policy</u>.
- 1.4. <u>The General Terms of Trade of the MM Group</u> including details on the members of the MM Group, Governing Law and Jurisdiction Clause are an integrated part of these TC and also apply to MM digital.

## 2. MM digital

- 2.1. MM digital is a digital B2B sales and service channel. The languages in which you can place an order are English, German, French, Spanish, Dutch, Slovenian, Italian, Bulgarian, Russian, Polish and Czech. The technical steps leading to the declaration of an order, including the confirmation of the order as technical means for detecting and correcting input errors, are shown in the right top corner of each ordering page. A contract is concluded when we are explicitly confirming the order to you via an email. The text of the order(s) and of the contract are stored after the conclusion thereof and you can access it via MM digital. Although we have made every effort to be as accurate as possible in describing MM digital, please be aware that the features may vary from time to time or that they may be incorrectly priced or inaccurately described.
- 2.2. The minimum technical requirements to access MM digital are the latest stable version of the following browsers: Edge, Chrome, Firefox, Safari und Opera. Beta versions of browsers are not officially supported.
- 2.3. Although we are committed to rendering MM digital with the due diligence of a proper businessman, we cannot guarantee the accessibility of MM digital and you cannot base only claims on the availability, especially as you have the possibility to place orders via other channels such as email, phone and fax.



- 2.4. Please note that our general service hours are except public holidays in Austria from Monday to Thursday from 8 am to 6 pm CET and on Friday from 8 am to 5 pm CET.
- 2.5. You may not use MM digital or any of the content in it or our service for any purpose or in any way:
  - that is unlawful, including, without limitation, for any purpose or in any way which is defamatory, obscene, seditious, offensive, pornographic, abusive, profane, sexist, homophobic, deceptive, liable to incite racial hatred, discriminatory, scandalous, inflammatory, blasphemous, in breach of confidence or in breach of privacy;
  - that we reasonably consider would cause offence, annoyance, inconvenience or embarrassment to any person; or
  - for which you have not obtained all necessary licences and/or approvals or which is contrary to any applicable law; or
  - that constitutes or encourages conduct that is or we reasonably consider may cause a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party; or
  - that is technically harmful (including, without limitation, hackings, computer viruses, logic bombs, Trojan horses, worms, phishing, spoofing, denial of service attacks, harmful components, corrupted data or other malicious or harmful data, program or content); or
  - that constitutes an advertisement, survey or contest.
- 2.6. Unless you have our express prior written permission, you are only permitted to download and print content from MM digital, for your own use and only provided that:
  - you do not modify the content;
  - you do not use the graphics separately from any accompanying text;
  - you ensure that our copyright and trade mark notices appear in all copies; and
  - you do not reproduce, transmit or store content from MM digital to, or make any content from MM digital appear to be part of, any other website or form of electronic database or retrieval system.
- 2.7. Unless otherwise stated, all trademarks, copyrights and other intellectual property rights on MM digital and its content are owned or permitted to be used by us. No use may be made of the intellectual property rights without the owner's express permission.

## 3. Final Provisions

3.1. If any provision of these TC should be unenforceable in whole or in part, the remaining provisions shall remain unprejudiced. In the case of such partial unenforceability, the contracting parties undertake to replace the unenforceable provisions with provisions that reflect the intention of the unenforceable provisions as closely as possible.

Terms and Condition in effect since 22.11.2023