

I. General Terms of Use for the global internal BASF news platform “Online Reporter”

The Online Reporter is a worldwide news medium for the BASF Group. It provides information about the company’s activities. The aim is to reach as many employees as possible with texts that are easy to read and understand.

The Online Reporter is intended for business use and serves to inform and exchange information on issues important to the company and staff.

The Online Reporter is embedded into the BASF Intranet and can be used by all employees. Employees can find the Online Reporter via online-reporter.basf.com as well as via the BASF News App.

The Online Reporter is available in German and/ or English. The language of an article can be adjusted through the general language selection.

The Online Reporter offers different topics which combine articles of thematical resemblance.

Employees can not only read but also comment and recommend articles. You can find the Terms of Use for commenting on articles under point II.

All employees who have an e-mail address of BASF can subscribe to the Online Reporter.

The overall responsibility for the Online Reporter lies with Internal & Change Communications (COM/CI).

In general, the Online Reporter obtains the same general terms of use than the Intranet and Internet at BASF. Employees can find the Terms of Use via www.BASF.net or via this [link](#).



II. Terms of Use for commenting on articles in BASF's global internal news platform "Online Reporter"

The following Terms of Use apply to BASF's global internal news medium for employee communication, the Online Reporter. This application is made available by BASF SE, Ludwigshafen.

1. Use and user community

Comments on Online Reporter articles can be posted only after the user has accepted the present Terms of Use. Comments can only be posted when the employee is signed into the intranet. Employees who have agreed to the Terms of Use and have signed into BASF.net are named herein Users¹. It is not possible to comment articles via the BASF News App.

Group email accounts cannot post comments.

All employees can see and read the comments posted in the Online Reporter.

All employees can recommend articles in the Online Reporter. Recommended articles will automatically display a star, along with the number of recommendations they have received. Recommendations do not show user's names. To prevent multiple recommendations by one employee, however, the user's name is saved internally, but not evaluated.

2. Basic rules of use

The Online Reporter is intended for business purposes, providing information and exchange on matters of importance to the company and the activities of employees.

Commenting or recommending Online Reporter articles is voluntary. This means above all that the use of these functions cannot be mandated by one's supervisor.

Activity and performance checks with regard to Online Reporter article comments or recommendations is not carried out.

The content published in the Online Reporter is only allowed to be used for internal business purposes.

The Online Reporter's administrators will be informed via email of each comment posted.

In the interest of BASF as well as all other users, every user of the commenting function in the Online Reporter has agreed to the following rules and must adhere to existing laws, company regulations, labor law-related obligations, corporate guidelines and policies, and above all, the BASF Code of Conduct.

¹ The term "user", used in the Terms of Use refers to all employees (m/f/d) and is therefore genderless.

3. Content: Information protection requirements

Contributions and content classified as *internal* or *public* may be used in the comments section of the Online Reporter. Information is public when it has already been published or the relevant department of BASF has approved it for publication. Information is internal when it may be made available to employees of BASF at the necessary organizational levels (e.g., BASF Group, BASF SE, organizational unit, project team) without necessitating further restrictions.

In the case of internal information, it should be noted that only content that is allowed to be made available to all employees of the BASF Group may be included in the comments. Internal content that must be restricted to employees at a particular organizational level (e.g., members of a project team) may not be used in comments.

It is not permissible to post comments containing information classified as *confidential* or *strictly confidential*.

More information on the classification of information as *public*, *internal*, *confidential* or *strictly confidential* can be found in the [security guideline on the classification of information](#).

4. Inadmissible content

It is forbidden to share any content (and also linking to websites with content) which is:

- dishonorable,
- insulting,
- harmful to minors,
- discriminatory,
- pornographic,
- promoting violence,
- racist,
- illegal,
- criminal, or
- constitutes sexual harassment to other users or any third party,
- infringes upon the rights of others, in particular copyright or other intellectual property rights,
- violates the rules on trading controls ([manual on trade controls in the BASF Group](#)), or
- whose dissemination under BASF guidelines for tax reasons would have to be charged as a consultancy service if performed for other BASF Group companies ([Inter-Company Transfer Pricing Guidelines \[ICPT\]](#)).

Comments in the Online Reporter may not damage the reputation or the interests of BASF.

5. Photos

If users have a profile picture in their GCD profile, it will be shown with each of their commentary entries. If users do not have a profile picture, an empty picture frame will be shown.

6. Rights of use of BASF

BASF reserves all rights to the comments officially posted by users through this function and has unrestricted (in particular assignable and sublicensable) and free rights to the worldwide utilization of this content for all known and future types of use. The rights of use of BASF shall not be restricted to use within the Online Reporter.

7. Consequences of offenses against the Terms of Use

BASF reserves the right to delete, at any time and without prior warning, any comment which violates these Terms of Use.

The deletion will be done by the Online Reporter administrators authorized to delete user comments. The Online Reporter's administrators will be informed via email of each comment posted.

8. Liability

Comments will show the author's name. Users will be held accountable for the content of their comments. Users are especially responsible for verifying the validity, accuracy and relevance of their comments before posting them.

Furthermore, the use of information posted in comments on the Online Reporter does not exonerate participants from their own liability for damages according to the policies of labor liability.

No responsibility is assumed by BASF regarding the validity, reliability and completeness of users' comments.

9. Deleting comments

The user may preview every comment he or she wishes to publish. After a comment has been published, it can no longer be deleted by the user.

Employees are not entitled to have their comments removed after terminating employment with BASF.

A user may request that the Online Reporter's administrators remove the user's own erroneously posted comments. The request to delete a comment must be sent to the appropriate administrator by email. The administrator is obliged to verify the validity of the request.

10. Data protection rules and data processing agreement

Every user agrees that personal data created in conjunction with the use of the commenting function will be collected and saved. This includes data that results from comment content.

Login data is not stored. User data is stored internally but not evaluated and displayed in the Online Reporter. Excluded from this rule are the following kinds of usage data that are evaluated and displayed in the Online Reporter:



Users who have posted a comment appear by name, including their photo (or an empty picture frame, as described in Point 5). In addition, each Online Reporter article displays, in aggregated and anonymous form, the number of users who have recommended the article.

Comments posted by users are not searchable in the BASF.net search function. Other search functions that can search content on BASF.net are likewise excluded from searching the Online Reporter comments. This prevents any user-specific evaluation.

The rules above include the handling of data within BASF, the transfer and handling of the order data processing by BASF Group companies and affiliated companies as well as external third parties (also in foreign countries).

11. Changes

BASF reserves the right to alter the functions offered in the Online Reporter. In addition, BASF reserves the right to alter the Terms of Use. The user will be informed of alterations and must accept these before continuing use.



III. General Terms of Use of the “BASF News App” Mobile Application from BASF SE

1. General Information

These Terms of Use govern the granting of rights of use to the “BASF News App” mobile application (“**BASF News App**”) developed by BASF SE, 67056 Ludwigshafen, Germany (“**BASF**”) and provided via the different app stores. These Terms of Use are consequently a component of all contracts and agreements regarding the use of the BASF News App offered by BASF via app stores between BASF and a user who wishes to download and use the BASF News App on a suitable terminal device (“User”) except where otherwise agreed in an individual agreement.

2. License to Use the BASF News App

2.1 General Provisions

Use of the BASF News App, which the User wishes to download via the Microsoft Store, requires prior consent to these Terms of Use by the User. The User is aware that in addition to these Terms of Use of BASF, it may be necessary to comply with further terms of use of the App Store operator, which take precedence over these Terms of Use, and that BASF has no influence on such further terms of use and consequently assumes no responsibility therefor.

Downloading the BASF News App requires suitable terminal devices and Internet access, through which costs for the connection to the App Stores may be incurred.

2.2 Maintenance and Support for the BASF News App

BASF is not obligated to update and/or upgrade the BASF News App and/or to offer regular updates and/or upgrades. If, however, BASF provides downloadable updates and/or upgrades for the BASF News App, the User is obligated to install these in order to receive information that is as up-to-date as possible. Otherwise, BASF cannot warrant that the BASF News App will function properly, or that the information provided reflects the current status. Should the User not install an update and/or upgrades that is provided but continue to use the old version of the BASF News App nonetheless, the User thereby waives any claims regarding defects and claims for payment of damages to which he or she may be entitled.

2.3 Intellectual Property, Trademarks

The BASF News App, graphics, video clips, diagrams, photos and illustrations, user interfaces, audio clips, and editorial content contain protected content and materials of BASF or third parties. All rights thereto are held by BASF or third parties. This applies even if the User modifies the BASF News App or combines it with the User’s own programs or those of a third party. If and insofar as content of the BASF News App contains intellectual property of third parties, it is warranted that BASF has properly obtained such intellectual property from third parties and is authorized to use it and license it to further parties within the scope of the BASF News App. The User is not authorized to use any such protected content or materials in any manner whatsoever except within the scope of the use of the BASF News App as intended in accordance with these Terms of Use.



The “BASF” word mark, the BASF logo and other trademarks used in connection with the BASF News App are trademarks used or registered by BASF. Other trademarks used in connection with the BASF News App may be the trademarks of other rights holders. In this regard, BASF reserves all rights in and to the BASF News App that have not been expressly granted to the User under these Terms of Use. The User is consequently granted no rights and no licenses with regard to the aforementioned trademarks and their use within the scope of the BASF News App.

2.4 Third-Party Websites, Disclaimer

Hyperlinks to third-party websites may be contained within the scope of the BASF News App. BASF does not endorse either these third-party websites or their content. In all cases, the respective provider or operator of the sites in question is responsible for the content of the sites linked to. The sites linked to were reviewed for possible legal violations at the time of placement of the link. Unlawful content was not ascertainable at the time of placement of the link. Ongoing monitoring of the content of the sites linked to is, however, not reasonable without concrete reason to suspect a legal violation. BASF will remove such links immediately if it becomes aware of any legal violations.

Furthermore, BASF is not responsible for the availability of these websites or their content. The use of hyperlinks to these websites is at the User’s own risk. In this context, BASF is not liable for damage or losses occurring through or as a result of the use of third-party websites. The use of links to outside websites is therefore at the User’s own risk.

2.5 Rights of Use

a. Scope of License Subject to acknowledgement of and compliance with these Terms of Use by the User, BASF hereby grants the User a free, non-exclusive, non-transferrable right of use of the BASF News App, unlimited in term (“**License**”) to use the BASF News App as intended and within the scope necessary for such purpose on two suitable terminal devices.

Beyond the scope provided in sections §§ 69c et seq. of the German Copyright Act (UrhG), the User is not permitted to copy, decompile, reverse-engineer, or disassemble the BASF News App, any updates and/or upgrades to the BASF News App, or any portions thereof, or to attempt to obtain the source code of the BASF News App, modify the BASF News App, or create derivative works based on the BASF News App (unless and to the extent one of the foregoing restrictions is invalid according to applicable law or the license terms that regulate the use of an Open Source component as a part of the BASF News App permit such actions).

Unless otherwise provided in these Terms of Use, the User is not permitted to sell or distribute the BASF News App or to make the BASF News App available via a network through which the BASF News App can be used by multiple devices simultaneously. The User is not permitted to rent or lease, lend, sell, transfer, resell or redistribute, or sublicense the BASF News App. If the User sells the terminal device on which he or she has downloaded the BASF News App to a third party, the User must remove the BASF News App from the suitable device before.

The provisions of these Terms of Use also apply to all updates and/or upgrades that are made available by BASF and replace or supplement the original BASF News App, unless such an update and/or upgrade is subject to separate terms of use. In this case, the update and/or upgrade is subject to the provisions of such separate terms of use.

b. Export control The User is not permitted to use the BASF News App or otherwise export it or re-export it except as permitted by the laws of the USA and those of the country in which the BASF News App was acquired. In particular, the BASF News App is not permitted to be exported or re-exported to (a) countries embargoed by the USA or (b) persons who are listed on the list of “Specially Designated Nationals” of the U.S. Treasury Department or the “Denied Persons” or “Denied Entity” list of the U.S. Department of Commerce. By using the BASF News App, the User affirms that he or she is not located in any of these countries and is not listed on any of these lists. The User shall not use the BASF News App for purposes that are prohibited under the laws of the USA, particularly not to develop, design, manufacture or produce nuclear weapons, missiles, or chemical or biological weapons.

2.6 Open Source Components

The BASF News App, inter alia, includes Open Source-Components of third party suppliers which are subject to separate terms and conditions. The currently used Open Source-Components: are to be found in the BASF News App Settings, Licenses. Furthermore, the use as well as the license topic are defined in the framework contract between BASF and the creator of the BASF News App (Fasihi).

The User is obliged to comply with the aforementioned separate terms and conditions with regard to the Open Source-Components. In case of conflicts between these Terms of Use for BASF News Apps and the terms and conditions of the respective Open Source-Component the latter shall take precedence.

The Open Source-Components are provided to the User expressly at no charge – regardless of the rest of the remaining components of the BASF News App.

The User acknowledges and agrees that with regard to the Open Source-Components BASF does not assume any liability for warranty or damages that may have been caused by the Open Source-Component. With regard to any such claims reference is made to the aforementioned terms and conditions of the applicable Open Source-Component.

2.7 Data Protection

Since data protection is a high priority at BASF, BASF complies stringently with the applicable provisions, in particular with the General Data Protection Regulation, when collecting, using, and processing personal data. If and to the extent not informing otherwise about the specific processing of personal data by BASF as controller, such information is provided on [basf.com/data-protection-eu](https://www.basf.com/data-protection-eu).

2.8 Termination, Discontinuation of Rights of Use, Sale or Loss of the Device

The rights of use granted pursuant to these Terms of Use will lapse in the event of notice of termination, such that the User is no longer entitled to use the BASF News App. Upon termination the User must discontinue any use of the BASF News App and destroy or delete any copies, in whole or in part.

In case of loss or theft, the user is obliged to cancel the subscription of the device in the Online Reporter.

Prior to a possible sale of the private device, the user is obliged to delete the BASF News App.

2.9 Industrial Property Rights of Third Parties

BASF warrants that the BASF News App is free of third-party rights that restrict or preclude use thereof in accordance with these Terms of Use. If the use thereof as agreed is adversely affected by industrial property rights of third parties, BASF has the right to either modify the BASF News App such that the adverse effect no longer applies or to obtain authorization for the BASF News App to be used in accordance with the Terms of Use, without limitation and without additional costs to the User.

BASF's warranty obligation with regard to third-party industrial property rights is limited in any event to the BASF News App and does not extend to third-party software that is necessary for the functionality of the BASF News App.

In all cases, the User is obligated to notify BASF in writing without delay if any claims regarding infringement of third-party industrial property rights are asserted vis-à-vis the User.

2.10 Warrantly

The User shall have no warranty claims regarding defects in the BASF News App unless BASF has concealed the defects through deceit.

2.11 Limitation of Liability

BASF provides the BASF News App with appropriate care, and merely on an "as is" basis. BASF makes no representations or warranties with regard to the BASF News App. The User is, in particular, responsible for making his or her own backups of his or her system, including the BASF News App. BASF is liable for damage or losses occurring through or as a result of the use of the BASF News App only in cases of intent and gross negligence.

2.12 Limitation of Claims

Any and all, claims for damages, and claims to compensation for expenditures by the User shall become time-barred after one (1) year from installation of the BASF News App. This limitation period does not apply if BASF has concealed a defect through deceit or is subject to compulsory liability on other legal grounds.

2.13 Changes to the BASF News App

BASF reserves its right to change or modify the functionalities included in the BASF News App or to offer deviating functionalities, unless this is unreasonable for the User (e.g. in case the User has acquired certain functionalities against charge).

Furthermore, BASF reserves its right to change or modify the functionalities or to offer deviating functionalities in case

- (a) BASF is obliged to make the offered functionalities compliant with applicable law, especially in case the legal situation changes;
- (b) BASF is obliged to comply with a court decision or a decision of legal authorities;



- (c) the modification or change is necessary in order to close security gaps
- (d) the modification or change is solely advantageous for the User;
- (e) the modification or change is purely technical or procedural in nature without substantial impact to the User.

Changes and modifications with only minor impact to the functions of the BASF News App shall not be deemed to be considered changes to the BASF News App in the meaning of this section. This applies in particular with regard to changes of pure graphical nature and the mere change of arrangement of functions.

2.14 Amendments and Changes to these Terms of Use

BASF reserves the right to amend these Terms of Use with regard to problems of equivalence or gaps / loopholes in the provisions hereof at any time and to subject the User's use of the BASF News App to new or further terms of use. However, the aforementioned amendments will expressly not be referring to the content of the services performed by BASF through the BASF News App. Such amendments as well as the reasons for such amendments will be communicated to the User and will take effect without delay as soon as they have been accepted and are then integrated into these Terms of Use. If and to the extent the User does not expressly disagree to such amendments within ten (10) calendar days as of the respective information the approval and consent of the User to these amendments will be deemed granted.

In the event that the User does not accept the amendments, BASF is permitted to terminate these Terms of Use with the User. Should the User not expressly accept the amendments, but continue to use the BASF News App nonetheless, this is deemed to constitute tacit acknowledgement of the amendments as well.

3. Specific product information, further terms of use

More information on the BASF News App is available in the App's settings.

4. Miscellaneous

These Terms of Use constitute the entire agreement between the User and BASF. These Terms of Use supersede any prior agreements between the User and BASF.

Should individual provisions of these Terms of Use be or become null and void or invalid in whole or in part, the validity of the remaining provisions shall be unaffected thereby. To replace terms of use that are invalid or fill the gap left by terms of use that are not included, BASF and the User shall, in the place of the null and void or invalid provision, agree upon a valid provision that most closely approximates the original provision from an economic standpoint unless supplementary contractual interpretation takes precedence or is possible.

Failure by BASF to assert a right or provisions of this Agreement does not constitute a waiver of such right or provision. BASF is not responsible for non-fulfillment of obligations for reasons not imputable to BASF.



These Terms of Use and the use of the BASF News App are subject to German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("**CISG**") and the German conflict-of-laws rules.