

Terms for Rights and Obligations under the Digital Services Act (Phoenix Contact Website)

The Digital Services Act (Regulation (EU) 2022/2065, “**DSA**”) stipulates certain rights and obligations for providers and users of digital intermediary services. In particular, the DSA requires certain providers to include specific provisions in their terms and conditions. This relates to content moderation, criteria for suspension of users due to illegal content and misuse of reporting rights and ranking and recommendation parameters.

The DSA may apply to the Phoenix Contact Website (including its webshop) (“**Phoenix Services**”).

The following terms (“**DSA Terms**”) shall govern certain rights and obligations of Phoenix Contact and customers under the DSA related to the Phoenix Services.

1 DEFINITIONS

Capitalized terms used hereinafter have the meaning ascribed to them in the respective Agreement. If the respective Agreement does not provide for definitions of capitalized terms used hereinafter, such terms have the meaning ascribed to them below:

“ Agreement ”	means the respective contractual agreement between Phoenix Contact and the Contract Partner regarding the provision of the Contract Services.
“ Contract Services ”	means the respective services provided by Phoenix Contact to the Contract Partner under the Agreement and as defined by the Agreement.
“ Contract Partner ”	means the respective natural person or legal entity that is a party to the Agreement and receives the Contract Services from Phoenix Contact.
“ DSA ”	has the meaning as defined in the introduction of these DSA Terms.
“ DSA Terms ”	has the meaning as defined in the introduction of these DSA Terms.
“ Phoenix Contact ”	means (i) Phoenix Contact GmbH & Co. KG, Flachsmarktstr. 8, 32825 Blomberg, Germany, or (ii) any enterprise that is a party to the Agreement and affiliated with Phoenix Contact GmbH & Co. KG, that is any enterprise which, in each case, either directly or indirectly (a) controls Phoenix Contact GmbH & Co. KG, (b) is controlled by Phoenix Contact GmbH & Co. KG or (c) is under the joint control of more than one enterprise, where “control” means the power of one enterprise to exercise controlling influence over the management of the other enterprise, whether by direct or indirect ownership of more than 50 per cent of the voting capital, by contract or otherwise.
“ Phoenix Services ”	has the meaning as defined in the introduction of these DSA Terms.
“ Us ”, “ we ”, “ our ”	means Phoenix Contact in its capacity as a party to the Agreement.
“ You ”, “ your ”	means the respective Contract Partner in its capacity as a party to the Agreement.

2 SUBJECT MATTER AND SCOPE

2.1 These DSA Terms supplement the respective Agreement.

- 2.2 These DSA Terms take precedence over existing provisions of the respective Agreement within their scope of application but do not modify the respective Agreement in any further way.

3 GENERAL RIGHTS AND OBLIGATIONS WITH RESPECT TO PHOENIX SERVICES

- 3.1 We are entitled to remove any product or other content from the webshop if, in our reasonable judgment, there is a risk that such content: (i) constitutes a threat to the security or functionality to the webshop or any other of our systems; (ii) adversely impacts customers, us, or our affiliates, or any third party, including, without limitation, any risk of personal injury; (iii) subject customers, us, or our affiliates, or any third party to liability; (iv) or infringes third-party rights or applicable law or violates contractual agreements. Furthermore, we are entitled to remove any product or other content from the webshop if this is required by law, a court decision, or a request from a governmental body.

- 3.2 In accordance with applicable law (in particular the DSA), we may provide a notification and complaint-handling system through which users of the webshop and third parties may report content (in particular products) that they consider to be illegal. Misuse can lead to temporary suspension from such notification and complaint-handling system. Misuse includes: (i) submitting frivolous or unsubstantiated claims (this includes notifications or complaints that lack a factual basis or are not supported by any evidence, suggesting the user has not conducted a reasonable preliminary assessment of the content's legality); (ii) malicious intent (this includes notifications or complaints aimed at harassing content providers, disrupting their operations, or unfairly damaging their reputation, rather than addressing genuine legal concerns); (iii) systematic abuse (engaging in a pattern of submitting an excessive volume of notifications or complaints in a manner that suggests the primary intent is not to address specific instances of illegal content, but rather to overwhelm the system or cause inconvenience); (iv) misrepresentation of facts (knowingly providing false or misleading information within a notification or complaint to manipulate the outcome of the complaint-handling process); (v) avoidance of proper channels (utilizing the notification and complaint-handling system for issues that should be resolved through other means, such as customer service inquiries or disputes that do not pertain to the legality of content). Criteria for whether misuse will lead to suspension include: (i) the absolute number of misuses (in particular manifestly unfounded notices or complaints, submitted within a given time frame); (ii) the relative proportion of manifestly unfounded notices or complaints in relation to the total number submitted within a given time frame; (iii) the gravity of the misuses and of its consequences; (iv) where it is possible to identify it, the intention of the complainant. The duration of the suspension depends, in particular, on the severity of the misuse and the legitimate interests of the user, including any fault and the degree of fault.

4 RANKING OF CONTENT

The ranking of the content displayed in the webshop (especially products) is controlled by an algorithm. The ranking is based on, in particular, the following parameters: search options entered by the user (e.g., search term, type, product), the user's search history as well as sales statics and further company-based marketing factors (excluding individual user data). The selection of parameters and their relative weighting are optimized so that the algorithm displays the most relevant search results for the respective user as prominently as possible. A decisive factor in this is which parameters and which weighting have been most successful with users in the past.

5 SUSPENSION

We are entitled to immediate suspension of sellers and other persons who may provide any content on the webshop, if, according to our reasonable judgment, such person is in material

breach of any provision of the Agreement. When deciding on such suspension, we will take into account all relevant facts and circumstances apparent from the information available to us, including: (i) the absolute numbers of items of manifestly illegal content; (ii) the relative proportion thereof in relation to the total number of items; (iii) the gravity of the misuses, including the nature of illegal content, and of its consequences; and (iv) where it is possible to identify it, the intention of the relevant person. The duration of the suspension depends, in particular, on the severity of the misuse and the legitimate interests of the relevant person, including any fault and the degree of fault.

Status: July 2024