

## **General Terms of Use for the registration and use of the MyBosch web application (last revised: 01.02.2016)**

These Terms of Use shall apply, in the version that was valid when the contract was concluded, to the registration and use of the MyBosch web application provided by Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany (hereinafter referred to as the "**Provider**", "we" or "us"), by you as the end user (hereinafter referred to as the "**User**" or "you").

### **§ 1 Services offered and availability**

1. The MyBosch web application enables the use of various services that are not covered by this registration that enable you to access information, among other things.
2. The services that can be used via the MyBosch web application may include mobile applications, apps and online stores, and they can provide data, articles, image and audio documentation, information and other content (hereinafter collectively referred to as "**Content**").

The scope of the Content can be found in the relevant service description. Individual terms of use and privacy policies apply to the use of each of these services, which may be free of charge or subject to a fee and may require you to provide additional details. You will, however, be informed of this separately when registering with the service in question, and you may be asked to enter your payment details.

3. We reserve the right to add to the MyBosch web application or to place a time limit on its use. You as a User are not entitled to retain the use of specific services or parts.
4. You must register in order to use the MyBosch web application. Both the registration for use and the use of the MyBosch web application itself are free of charge.
5. There is no legal entitlement to uninterrupted use of the MyBosch web application. No guarantee is given that access to or use of the MyBosch web application will not be disrupted or adversely affected due to maintenance work, further developments or otherwise due to faults (such as interruption to the power supply, hardware or software faults or technical problems with the data lines), whereby this disruption may also lead to loss of data. The Provider shall endeavour to ensure that disruption to use of the MyBosch web application is kept to a minimum.

### **§ 2 Registration with the MyBosch web application**

1. You must have reached the legal age of majority in order to register with the MyBosch web application. Minors and persons whose access authorisation has been permanently blocked are not permitted to register. As part of the registration process, you will be asked to specify your login details. Your login details consist of a username and password, which you can choose yourself, and your e-mail address.
2. You can also register using your login details for certain social media networks, such as Facebook, Twitter or Google+ (referred to individually and/or collectively as "SocialID"). For this feature, the relevant function of the selected social media network is used for registration in place of a specific username and password. The User must be logged into the selected social media network in order to use this feature.
3. By sending us your registration details, you are submitting an offer to us to conclude a user agreement based on these Terms of Use. Acceptance of this offer is at our discretion. If your registration is not confirmed via an e-mail to the e-mail address

specified by you within a reasonable period of time, you are no longer bound by your offer. Upon receipt of the e-mail confirmation, a user agreement is concluded in accordance with the agreement and we shall enable the access that you have applied for. Once access has been enabled, you are entitled to use the MyBosch web application subject to these Terms of Use. To do so, you must first confirm activation by clicking on the link in the e-mail.

4. You are only permitted to register with the MyBosch web application once. It is not possible to transfer your registration, contractual relationship or user account, including login details. As a general rule, we do not verify your identity or your details during the registration process. We therefore provide no guarantee that the owner of any given profile is actually the person that they claim to be.

A SocialID can only be linked to the MyBosch web application.

5. You can customise your user profile in accordance with your own preferences, subject to these Terms of Use, provided the relevant functions are available within the MyBosch web application. Please see the relevant service description for more information.

### **§ 3 Responsibility for your login details**

1. You must keep secret your login details, including your password, and you must under no circumstances provide unauthorised third parties with access to your login details.
2. You are furthermore responsible for ensuring that your login details and the services that are available to you are only used by you or by persons authorised by you. If you have reason to suspect that unauthorised third parties have obtained or will obtain knowledge of your login details, the Provider must be informed immediately.

**Please note: You are fully responsible for any use of services and/or other activities carried out using your login details.**

### **§ 4 Blocking of access**

1. We may, at our own discretion, temporarily or permanently block your access to the entire MyBosch web application or to individual sections of the MyBosch web application if there are clear indications that you are violating or have violated these Terms of Use and/or any applicable law, or if we have some other legitimate interest in blocking your access. We will give due consideration to your legitimate interests when deciding whether to block your access. If you repeatedly violate these Terms of Use despite being notified, we reserve the right to permanently block your access and permanently bar you from any future use of the MyBosch web application.
2. In the event that your access permission is permanently blocked, you will receive a notification by e-mail.
3. In the case of a temporary block, your access permission will be reactivated after the blocking period expires or once the reason for the block has been permanently eliminated, and you will receive a notification by e-mail that your access permission has been reactivated. Access which has been permanently blocked cannot be reactivated.

### **§ 5 Termination of use**

1. You can terminate the contractual relationship regarding the Bosch Global ID at any time by cancelling it. We also reserve the right to terminate the user agreement with a notice period of fourteen (14) calendar days.

2. In the event that the user agreement regarding the Bosch Global ID is terminated, we shall be entitled to irretrievably delete all data created as part of your registration following a period of 30 calendar days after the termination comes into effect and after any statutory time limits have expired. Data protection regulations take priority for personal data, and these may require deletion to be carried out at an earlier time.

## **§ 6 Scope of permitted use, codes of conduct, monitoring of user activities**

1. Your user authorisation is limited to access to content that can be accessed via the MyBosch web application (using the SocialID where applicable) and to the use of the range of functions available subject to the provisions of these Terms of Use.
2. You are responsible for ensuring that the technical requirements (particularly in terms of hardware, Internet browser and Internet access) for use of the services in accordance with the contract are met within your area of responsibility. Neither we nor the provider of the service in question shall be obliged to provide any advice regarding this.
3. We shall be entitled without restriction to the exclusive use and exploitation of data other than personal data that is sent to us or created as part of the use of the Bosch Global ID.

## **§ 7 Protection of Content, responsibility for content of third parties**

1. The Content that is made available as a result of registering with the MyBosch web application is mainly protected by copyright, trademark and competition law, or by other property rights, and is our property or the property of our customers or other third parties, depending on which party has provided the Content in question. The composition of the Content as such is likewise protected by copyright. You may only use this Content in accordance with these Terms of Use and within the defined scope of the MyBosch web application.
2. The Content available on the registration and login page for use of the MyBosch web application is provided in part by us and in part by other users or other third parties. Content provided by users and third parties will hereinafter be referred to as "Third-party content".
3. **We do not check the completeness, accuracy or legality of Third-party content, and we therefore do not assume any responsibility or liability for the completeness, accuracy, legality or up-to-date status of Third-party content. The same applies with regard to the quality of Third-party content and its suitability for a given purpose.**

## **§ 8 Data protection and confidentiality**

Responsible handling of your personal data is part of our quality requirements. We will only collect, process and use your personal data if there is a legal basis for doing so or if you have declared your consent for us to do so. Where we do collect your personal data, we may share that data with our related bodies corporate, including but not limited to Robert Bosch (Australia) Pty Ltd and Robert Bosch Limited. We provide detailed information regarding how we handle your data in our Data Protection Policy.

## **§ 9 Limitation of liability**

1. We shall not be liable for a slightly negligent violation of obligations regarding use

of the MyBosch web application, provided that such violations do not concern loss of life, bodily injury or damage to health or warranties or claims in accordance with the German Product Liability Act (Produkthaftungsgesetz). Liability for the violation of obligations that must be fulfilled in order to enable the user agreement to be properly performed in the first place and that the User should be able to expect consistent compliance with shall also remain unaffected. The same applies to the violation of obligations by our vicarious agents.

2. Insofar as our liability is excluded or limited by these provisions, this also applies to the liability of our bodies, subcontractors and vicarious agents, particularly our employees.

## **§ 10 Changes to these Terms of Use; transfer of the contractual relationship**

1. We reserve the right to change these Terms of Use at any time, whereby such changes may be effective within the existing contractual relationship. You will be informed of any such changes by e-mail at least 30 calendar days before the changes are scheduled to come into force. Provided that you do not raise an objection within 30 days of receiving the notification and that you continue to use the services once the deadline for objections has expired, the changes will be deemed to have been agreed as effective following expiry of the deadline. In the event that you raise an objection, the contractual relationship will continue subject to the existing conditions. We reserve the right to terminate the contractual relationship in accordance with § 5 in the event that you raise an objection. You will be notified of your right to object and of the consequences of doing so in the change notification.
2. We are entitled to transfer our contractual relationship with you, in particular but not exclusively the rights and obligations from and connected to use of the services of the MyBosch web application that are provided free of charge and these Terms of Use, to Robert Bosch Power Tools GmbH, with the effect of discharging us from our contractual obligations. Robert Bosch Power Tools GmbH will thereby enter into the contract with you in our place.

## **§ 11 Changes to the MyBosch web application**

We are entitled at any time to change the services of the MyBosch web application that are provided free of charge, to make new services available free of charge or subject to a fee and to cease providing services that are provided free of charge.

## **§ 12 General provisions**

1. You can find detailed information regarding us as the operator of the registration site for the MyBosch web application in our legal notice.
2. German law shall apply.
3. If you are an entrepreneur, the exclusive place of jurisdiction shall be the registered office of the Provider. However, we are also entitled to bring suit against you at your registered place of business.
4. Should any provision of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions. In such a situation, the parties shall be obliged to cooperate in the creation of provisions through which an outcome that corresponds as closely as possible commercially to the invalid provision is achieved with legal effectiveness. The above shall also apply to closing any gaps in the contract.